

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION 2

PROPOSAL

DATE AND TIME OF BID OPENING: November 23, 2022 AT 2:00 PM

CONTRACT ID: 12053245

WBS ELEMENT NO.: VARIOUS

COUNTY: Beaufort, Carteret, Craven, Greene, Jones, Lenoir, Pamlico, and Pitt Counties

ROUTE NO.: VARIOUS

LOCATION: DIVISIONWIDE

TYPE OF WORK: STRUCTURE

NOTICE:

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

THIS IS A STRUCTURE PROJECT.

BID BONDS ARE NOT REQUIRED.

NAME OF BIDDER

ADDRESS OF BIDDER

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. 12053245 IN BEAUFORT, CARTERET, CRAVEN, GREENE, JONES, LENOIR,
PAMLICO, AND PITT COUNTIES, NORTH CAROLINA**

November 23, 2022

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

The Bidder has carefully examined the location of the proposed work to be known as Contract No. 12053245; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2018 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. 12053245 in Beaufort, Carteret, Craven, Greene, Jones, Lenoir, Pamlico, and Pitt Counties, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2018* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

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

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

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



10/26/2022

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**COVER SHEET
PROPOSAL SHEET**

THIS CONTRACT IS FOR CONTRACT ID **12053245** FOR **STRUCTURE** TYPE OF WORK IN **Beaufort, Carteret, Craven, Greene, Jones, Lenoir, Pamlico and Pitt Counties**.

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INSTRUCTIONS TO BIDDERS

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

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

TRADITIONAL PAPER BIDS:

1. Download the entire proposal from the Connect NCDOT website and return the entire proposal with your bid.
2. If the Interested Parties List provision SP01 G02 is part of the proposal prior to submitting a bid on a project, the bidder shall sign up on the *Interested Parties List* in conformance with Interested Parties List provision SP01 G02.
3. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
4. The Bidder shall submit a unit price for every item on the itemized proposal sheet. The unit prices for the various contract items shall be written in figures. Unit prices shall be rounded off by the Bidder to contain no more than FOUR decimal places.
5. An amount bid shall be entered on the itemized proposal sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount" column of the form.
6. The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
7. Changes to any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use correction fluid, correction tape or similar product to make corrections.
8. The bid shall be properly executed on the included **Execution of Bid – Non-collusion, Debarment and Gift Ban Certification** form. All bids shall show the following information:
 - a. Name of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.
Corporations that have a corporate seal should include it on the bid.
 - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
 - c. Name, signature, and position or title of witness.
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 ITEMIZED PROPOSAL SHEET ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL BE DELIVERED TO AND RECEIVED IN THE NCDOT DIVISION OFFICE, LOCATED AT 1037 WH Smith Blvd, BY 2:00 PM ON, November 23, 2022.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

**QUOTATION FOR – IDIQ DIVISIONWIDE BRIDGE REPAIRS TO BE OPENED AT 2:00 PM ON,
November 23, 2022.**

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

**N. C. DEPARTMENT OF TRANSPORTATION
ATTN: Mary Moore, PE
1037 WH Smith Blvd
Greenville, NC 27834**

PROJECT SPECIAL PROVISIONS**GENERAL****GENERAL**

This contract is for the on-call repair and/or replacement of bridge deck expansion joints, bridge decks, and foam injection stabilization at various bridge sites in Division Two, consisting of Beaufort, Carteret, Craven, Greene, Jones, Lenoir, Pamlico, and Pitt Counties. Specific work requests will be submitted to the contractor during the life of this contract. The Contractor shall furnish all labor, materials, and equipment necessary for the execution of said work.

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

CONTRACTOR PREQUALIFICATION:

(10-18-22)

102

SP1 G01

Revise the *2018 Standard Specifications* as follows:

Page 1-10, Subarticle 102-2(A) Bidder Prequalification, lines 30-31, delete and replace the first sentence with the following:

Prospective bidders shall obtain prequalification approval at least two business days prior to any letting in which they intend to submit a bid. It is recommended that the prospective bidder file all required statements and documents with the State Prequalifications Engineer no less than 4 weeks before a given letting.

Page 1-11, Subarticle 102-2(B) Purchase Order Bidder Prequalification, lines 16-18, delete and replace the first sentence with the following:

Prospective bidders shall obtain prequalification approval at least two business days prior to any letting in which they intend to submit a bid. It is recommended that the applicant file all required statements and documents with the State Prequalifications Engineer no less than 4 weeks before a given bid opening for their bid to be considered.

Page 1-11, Subarticle 102-2(C) Subcontractor Prequalification, lines 44-45, delete and replace the first sentence with the following:

The subcontractor shall file all required statements and documents with the State Prequalifications Engineer no less than 4 weeks before beginning work.

Page 1-12, Subarticle 102-2(E) Renewal and Requalification, lines 38-40, delete and replace the first sentence with the following:

It is recommended that the renewing or requalifying firm file all required statements and documents with the State Prequalifications Engineer no less than 4 weeks before a given letting for their bid to be considered.

CONTRACT TIME FOR ID/IQ:

(2-15-22)

108

SP1 G11

The date of availability for this contract is **January 1, 2023**.

The completion date for this contract is **December 31, 2023**.

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.

Work shall be accomplished in a continuous manner once the contractor begins.

Any liquidated damages for this contract will be assessed per the Mobilization and Liquidated Damages provision located elsewhere in this Contract.

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 **ANY ROAD**, detain and /or alter the traffic flow on or during holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **5:00 PM** December 31st and **8:00 PM** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **8:00 PM** the following Tuesday.
3. For **Easter**, between the hours of **5:00 PM** Thursday and **8:00 PM** Monday.
4. For **Memorial Day**, between the hours of **5:00 PM** Friday and **8:00 PM** Tuesday.
5. For **Independence Day**, between the hours of **5:00 PM** the day before Independence Day and **8:00 PM** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **5:00 PM** the Thursday before Independence Day and **8:00 PM** the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of **5:00 PM** Friday and **8:00 PM** Tuesday.
7. For **Thanksgiving Day**, between the hours of **5:00 PM** Tuesday and **8:00 PM** Monday.
8. For **Christmas**, between the hours of **5:00 PM** the Friday before the week of Christmas Day and **8:00 PM** the following Tuesday after the week of Christmas Day.

Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures 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 **Five Hundred Dollars (\$ 500.00)** per hour.

NON-EXCLUSIVE CONTRACT:

(6-1-15)

SPD 01-750

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

WORK ORDER ASSIGNMENT (MULTIPLE AWARDS) FOR ID/IQ:

(2-15-22)(Rev. 4-19-22)

SPD 01-800B

Work orders will be assigned based on the lowest work order cost for the line items and estimated quantities necessary to complete the work order. Unit prices from each awarded contractor's bid will be used to determine the lowest cost for each work order. The assigned Contractor shall respond to the work order assignment with the anticipated start date, within three working days of notification unless noted otherwise. Failure on the part of the Contractor to reply within the specified time frame may be received as a rejection of the work order. If the Contractor with the lowest work order cost cannot complete the work within the time specified in the assignment, the Engineer may contact the Contractor with the next lowest work order cost. If that Contractor can complete the work within the time specified in the assignment, then the work order will be assigned to that contractor. If not, assignment of work order will continue in order of work order cost until all awarded Contractors have had a chance to accept the terms of the assignment.

For federal ID/IQ contracts, all work orders will be assigned via the Work Order Assignment form (Form IDIQ-1MA), and the Contractor is required to formally respond in writing for federal work orders within three working days, unless noted otherwise. The Work Order Assignment form will also be used for any state ID/IQ contract in which the estimated work order cost meets the threshold for Performance and Payment Bonds in accordance with the Bonding Requirements for ID/IQ provision found elsewhere in this contract. For state ID/IQ contracts in which the work order assignment doesn't meet the threshold for bonds, the Department has the option to use the Work

Order Assignment Form or other methods for work order assignments as agreed upon by the Engineer and Contractor.

The Contractor shall be required to prosecute the work in a continuous and uninterrupted manner from the time they begin the work until completion and final acceptance of the work order. Multiple failures of the Contractor to mobilize and begin work on the work order within the agreed upon time frame or failure to complete the work within the given time frame may result in the Contractor being excluded from future work on this contract in accordance with the *Standard Specifications*.

BONDING REQUIREMENTS FOR ID/IQ:

(2-15-22)

SPD 01-810

For purposes of this ID/IQ contract, the following definitions apply:

Project Agreement: A transportation improvement with a defined scope of work; a written agreement between NCDOT and the Federal Government defining the extent of construction work to be undertaken in accordance with the submitted plans, specifications and estimates. Execution of the agreement prompts the authorization to proceed (construction funding).

Project: An undertaking issued to a contractor through a Work Order Assignment. The construction under a Project Agreement may be accomplished by one or more work order assignments, from one or more ID/IQ contracts. Note that for ID/IQ contracts this definition supersedes the definition in the *Standard Specifications*.

Award: The issuance of a signed Work Order Assignment by NCDOT shall constitute the notice of award of a project.

In accordance with North Carolina General Statute 44A-26, bonds are required on contracts awarded for any one project that exceeds \$500,000. Beyond statutory requirements, NCDOT policy requires payment and performance bonds on all projects where the engineer's estimate is \$450,000 or greater, all Asphalt Surface Treatment projects, and projects containing the 12-month guarantee provision. The limit for waiving bonds for all bridge replacement and major bridge rehabilitation projects (latex overlays, etc.) is \$300,000 based on the engineer's estimate. The decision of bonding of a work order assignment below the dollar amounts listed shall be at the discretion of the Division's evaluation of the risks associated with the project.

The need for contract payment and performance bonds will be determined at the Work Order Assignment level. The Work Order Assignment will notify the Contractor of an award of a project and if required, to provide contract payment and performance bonds per Article 103-7 of the *Standard Specifications*. The Work Order Assignment replaces the Notification of Award Letter mentioned in Article 103-4(A) of the *Standard Specifications*.

MOBILIZATION AND LIQUIDATED DAMAGES FOR ID/IQ:

(2-15-22)

SPD 01-820

The Contractor shall mobilize to each location he is required to perform work. There will be no direct pay for Mobilization as it will be incidental to the other bid items. The only exception is if there is an Emergency Mobilization provision within the contract.

The Contractor will be provided a Work Order Assignment for each project with location(s), estimated quantities, and liquidated damages unless waived by the Engineer. Notification will be verbal followed by a faxed or emailed signed Work Order Assignment. There will be no minimum quantities for any line item associated with a particular mobilization. The Contractor shall complete the work identified on each Work Order Assignment.

The Contractor shall mobilize and complete the work within the time specified on the Work Order Assignment. Failure to complete the work by the completion date may result in the application of liquidated damages. Liquidated damage amounts will be based on the work order estimate and the liquidated damage table below.

Work Order Value	Liquidated Damages (per calendar day)
\$0 - \$100K	\$100.00
\$100K - \$200K	\$250.00
\$200K - \$300K	\$500.00
\$300K - \$500K	\$600.00
\$500K - \$1M	\$700.00
\$1M - \$2M	\$850.00

RENEWAL OF CONTRACT (CPI PRICE ADJUSTMENT) FOR ID/IQ:

(2-15-22)

SPD 01-840

The Contractor shall submit a bid for one year. At the option of the Department, this contract may be extended for **Two** additional periods of one year each (maximum (3) three years total). Each year shall have a limit of **Two Million Dollars (\$2,000,000.00)**.

The compensation payable to the contractor shall be fixed for the first twelve months of this contract. However, upon an application of renewal of the contract, or thirty days prior to the end of each contract period, the renewal contract may be adjusted to reflect the adjustment in the Consumer Price Index for the previous twelve-month period as published by the US Bureau of Labor and Statistics at <http://www.bls.gov/cpi> to be applied to new work order assignments. The Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, 1982-84=100, not seasonally adjusted will be used. If the amount of the requested adjustment is more than ten percent, the Department of Transportation reserves the right to cancel this contract.

The CPI will be determined from a 12-month period. Example below:

<u>Year</u>	<u>J</u>	<u>F</u>	<u>M</u>	<u>A</u>	<u>M</u>	<u>J</u>	<u>J</u>	<u>A</u>	<u>S</u>	<u>O</u>	<u>N</u>	<u>D</u>
2019	251.7	252.8	254.2	255.5	256.1	256.1	256.6	256.6	256.8	257.3	257.2	257.0
2020	258.0	258.7	258.1	256.4	256.4	257.8	259.1	259.9	260.3	260.4	260.2	260.5
2021	261.6	263.0	264.9	267.1	269.2	271.7	273.0	273.6	274.3	276.6	277.9	278.8

2022	281.1	-	-	-	-	-	-	-	-	-	-	-
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CPI for current period (July 2021) 273.0
 Less CPI for previous period (July 2020) 259.1
 Equals index point change 13.9
 Divided by previous period CPI 259.1
 Equals 0.0536
Result multiplied by 100 i.e. 0.0536 x 100
 Equals percent change 5.36%

This price escalation method will not be applied to items of work that are separately covered under commodity price escalation clauses. No other changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Engineer will notify the Contractor in writing by **[date/days]** if the contract may be extended. The Contractor must notify the Engineer in writing by **[date/days]** of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

DISPUTE RESOLUTION PROCESS FOR ID/IQ:

(2-15-22)

SPD 01-850

If a question should arise on the contract or assignment of a work order, the contractor should notify the Engineer noted on the assignment documentation or the Division Engineer within 48 hours after the scheduled time of bid opening or work order assignment. The following should be included in the notification if applicable:

- the contract for which bids were solicited;
- the particular law, regulation, or contract specification violated;
- a detailed description of the alleged violation; and
- any other information deemed to be relevant.

Once the initial evaluation has been completed, the contractor may be asked to attend a meeting for further discussion and clarification.

Once a determination has been made, the contractor will be notified of the decision by the Division Engineer. If the decision does not meet the satisfaction of the contractor, they have 24 hours from the Division Engineer’s notification to elevate the dispute to the Chief Engineer. The Chief Engineer will make the final decision and will not be subject to further review by NCDOT.

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 *2018 Standard Specifications*).

FUEL PRICE ADJUSTMENT:

(11-15-05) (Rev. 11-15-22)

109-8

SPI G43

Revise the *2018 Standard Specifications* as follows:

Page 1-87, Article 109-8, Fuel Price Adjustments, add the following:

The base index price for DIESEL #2 FUEL is **\$ 3.4665** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Sub-Ballast	Gal/Ton	0.55
Erosion Control Stone	Gal/Ton	0.55
Rip Rap, Class _____	Gal/Ton	0.55
Asphalt Concrete Base Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Intermediate Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Open-Graded Asphalt Friction Course	Gal/Ton	0.90 or 2.90
Permeable Asphalt Drainage Course, Type _____	Gal/Ton	0.90 or 2.90
Sand Asphalt Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Ultra-thin Bonded Wearing Course	Gal/Ton	0.90 or 2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
> 11" Portland Cement Concrete Pavement	Gal/SY	0.327
Concrete Shoulders Adjacent to > 11" Pavement	Gal/SY	0.327
9" to 11" Portland Cement Concrete Pavement	Gal/SY	0.272
Concrete Shoulders Adjacent to 9" to 11" Pavement	Gal/SY	0.272
< 9" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to < 9" Pavement	Gal/SY	0.245

For the asphalt items noted in the chart as eligible for fuel adjustments, the bidder may include the *Fuel Usage Factor Adjustment Form* with their bid submission if they elect to use the fuel usage factor. The *Fuel Usage Factor Adjustment Form* is found at the following link:

<https://connect.ncdot.gov/letting/LetCentral/Fuel%20Usage%20Factor%20Adjustment%20Form%20-%20%20Starting%20Nov%202022%20Lettings.pdf>

Select either 2.90 Gal/Ton fuel factor or 0.90 Gal/Ton fuel factor for each asphalt line item on the *Fuel Usage Factor Adjustment Form*. The selected fuel factor for each asphalt item will remain in effect for the duration of the contract.

Failure to complete the *Fuel Usage Factor Adjustment Form* will result in using 2.90 gallons per ton as the Fuel Usage Factor for Diesel for the asphalt items noted above. The contractor will not be permitted to change the Fuel Usage Factor after the bids are submitted.

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08) (Rev. 7-19-22)

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:

	<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2023	(7/01/22 - 6/30/23)	50% of Total Amount Bid
2024	(7/01/23 - 6/30/24)	50% of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2018 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. 8-17-21)

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 the Combined MBE/WBE goal. No submittal of a Letter of Intent is required.

Combined MBE/WBE Goal: A portion of the total contract, expressed as a percentage that is to be performed by committed MBE/WBE subcontractors.

Committed MBE/WBE Subcontractor - Any MBE/WBE submitted at the time of bid that is being used to meet the Combined MBE / 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 Goal Requirement - The approved participation at time of award, but not greater than the advertised Combined MBE/WBE contract goal.

Goal Confirmation Letter - Written documentation from the Department to the bidder confirming the Contractor's approved, committed 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 Participation (Anticipated) - A portion of the total contract, expressed as a percentage that is anticipated 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.

Replacement / Substitution – A full or partial reduction in the amount of work subcontracted to a committed (or an approved substitute) MBE/WBE firm.

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

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

Forms and Websites Referenced in this Provision

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

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

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

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

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

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

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

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

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

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

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

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

Combined MBE/WBE Goal

The Combined MBE/WBE Goal for this project is **0.0 %**

The Combined Goal was established utilizing the following anticipated participation for Minority Business Enterprises and Women Business Enterprises:

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

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

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

- (1) *If the anticipated WBE participation 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.
- (2) *If the anticipated WBE participation 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.

The Bidder is required to submit only participation to meet the Combined MBE/WBE Goal. The Combined Goal may be met by submitting all MBE participation, all WBE participation, or a combination of MBE and WBE participation.

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 Combined MBE / WBE goal. The Directory can be found at the following link.

<https://www.ebs.nc.gov/VendorDirectory/default.html>

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

Listing of MBE/WBE Subcontractors

At the time of bid, bidders shall submit all MBE and WBE participation that they anticipate to use during the life of the contract. Only those identified to meet the Combined MBE/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 above the goal will follow the banking guidelines found elsewhere in this provision. All other additional MBE/WBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goals. Only those firms with current MBE and WBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of MBE and WBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

Bidders shall submit a listing of MBE and WBE participation in the appropriate section of the electronic submittal file.

- (1) Submit the names and addresses of MBE and WBE firms identified to participate in the contract. If the bidder uses the updated listing of MBE and WBE firms shown in the electronic submittal file, the bidder may use the dropdown menu to access the name and address of the firms.
- (2) Submit the contract line numbers of work to be performed by each MBE and WBE firm. When no figures or firms are entered, the bidder will be considered to have no MBE or WBE participation.
- (3) The bidder shall be responsible for ensuring that the MBE and WBE are certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the Combined MBE/WBE goal.

(B) Paper Bids

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

MBE or WBE Prime Contractor

When a certified MBE or WBE firm bids on a contract that contains a Combined MBE/WBE Goal, the firm is responsible for meeting the goal or making good faith efforts to meet the goal, just like any other bidder. In most cases, a MBE or WBE bidder on a contract will meet the Combined MBE/WBE goal 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.

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 Combined MBE/WBE goal of the contract, indicating the bidder’s commitment to use the MBE/WBE in the contract. This documentation shall be submitted on the Department’s form titled *Letter of Intent*.

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

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

Banking MBE/WBE Credit

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

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

Submission of Good Faith Effort

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

One complete set and **3** copies of this information shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

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

Consideration of Good Faith Effort for Projects with a Combined MBE/WBE Goal More Than Zero

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs that are also prequalified subcontractors. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the Combined MBE/WBE goal will be achieved.
 - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (2) Negotiate with subcontractors to assume part of the responsibility to meet the advertised goal when the work to be sublet includes potential for MBE/WBE participation (2nd and 3rd tier subcontractors).
- (C) Providing interested certified MBEs/WBEs that are also prequalified subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D)
 - (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as the advertised goal 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 advertised goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific

groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at BOWD@ncdot.gov to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the advertised 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 Combined MBE/WBE goal.
- (2) The bidders' past performance in meeting the contract goal.
- (3) The performance of other bidders in meeting the advertised goal. For example, when the apparent successful bidder fails to meet the goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the advertised goal, 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 Combined MBE/WBE goal can be met or that an adequate good faith effort has been made to meet the advertised goal.

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 the Combined MBE/WBE Goal**(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 anticipated MBE participation. The same holds for work that a WBE subcontracts to another WBE firm. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward the contract goal requirement. 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 MBE or WBE participation breakdown. 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 firms and there is no interest or availability, and they can get assistance from other certified firms, the Engineer will not hold the prime responsible for meeting the individual MBE or WBE breakdown. 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.

(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 /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 /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. If it is determined that a MBE or WBE is not performing a Commercially Useful Function, the contractor may present evidence to rebut this presumption to the Department.

(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 Combined MBE/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 participation breakdown. 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 responsible for meeting the individual MBE or WBE participation breakdown.
- (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 subcontractor (or an approved substitute MBE or WBE subcontractor) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE subcontractor 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.

The Contractor must give notice in writing both by certified mail and email to the MBE/WBE subcontractor, with a copy to the Engineer of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the MBE/WBE subcontractor five (5) business days to respond to the Contractor's Notice of Intent to Request Termination and/or Substitution. If the MBE/WBE subcontractor

objects to the intended termination/substitution, the MBE/WBE, within five (5) business days must advise the Contractor and the Department of the reasons why the action should not be approved. The five-day notice period shall begin on the next business day after written notice is provided to the MBE/WBE subcontractor.

A committed MBE/WBE subcontractor may only be terminated after receiving the Department's written approval based upon a finding of good cause for the proposed termination and/or substitution. For purposes of this section, good cause shall include the following circumstances:

- (a) The listed MBE/WBE subcontractor fails or refuses to execute a written contract;
- (b) The listed MBE/WBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the MBE/WBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (c) The listed MBE/WBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (d) The listed MBE/WBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (e) The listed MBE/WBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (f) The listed MBE/WBE subcontractor is not a responsible contractor;
- (g) The listed MBE/WBE voluntarily withdraws from the project and provides written notice of withdrawal;
- (h) The listed MBE/WBE is ineligible to receive MBE/WBE credit for the type of work required;
- (i) A MBE/WBE owner dies or becomes disabled with the result that the listed MBE/WBE contractor is unable to complete its work on the contract;
- (j) Other documented good cause that compels the termination of the MBE/WBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a MBE/WBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the MBE/WBE contractor was engaged or so that the prime contractor can substitute another MBE/WBE or non-MBE/WBE contractor after contract award.

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

(A) Performance Related Replacement

When a committed MBE/WBE is terminated for good cause as stated above, an additional MBE/WBE that was submitted at the time of bid may be used to fulfill the MBE/WBE commitment to meet the Combined MBE/WBE Goal. A good faith effort will only be required for removing a committed MBE/WBE if there were no additional MBE/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 MBE/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 MBE/WBEs for specific subbids including, at a minimum:
 - (a) The names, addresses, and telephone numbers of MBE/WBEs who were contacted.
 - (b) A description of the information provided to MBE/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 MBE/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 MBE/WBE subcontractor to perform at least the same amount of work to meet the Combined 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).
- (3) Exception: If the MBE/WBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, 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 and overall goal.

All requests for replacement of a committed MBE/WBE firm shall be submitted to the Engineer for approval on Form RF-1 (*DBE 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.

Changes in the Work

When the Engineer makes changes that result in the reduction or elimination of work to be performed by a committed MBE/WBE, the Contractor will not be required to seek additional participation. When the

Engineer makes changes that result in additional work to be performed by a MBE/WBE based upon the Contractor's commitment, the MBE/WBE shall participate in additional work to the same extent as the MBE/WBE participated in the original contract work.

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

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

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

Reports and Documentation

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

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

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

Reporting Minority and Women Business Enterprise Participation

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

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

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

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

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

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

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

Failure to Meet Contract Requirements

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

MULTI-YEAR MAINTENANCE CONTRACTS (ID/IQ):

(4-20-21) (Rev. 4-19-22)

SP1 G75

This contract is a multi-year maintenance contract let pursuant to the provisions of N.C. General Statute §136-28.1(b). No minimum quantity of services is guaranteed to be awarded bidders under this contract. In accordance with N.C. General Statute §136-28.1(b), an award in a maintenance contract may be for an amount less but shall not exceed \$5,000,000 per year. No payments in excess of this amount will be disbursed, in accordance with the Statute.

RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:

(11-17-20)

SP01 G090

All telecommunications, video or other ITS equipment or services installed or utilized on this project must be in conformance with UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS **2 CFR, § 200.216**
Prohibition on certain telecommunications and video surveillance services or equipment.

USE OF UNMANNED AIRCRAFT SYSTEM (UAS):

(8-20-19)

SP1 G092

The Contractor shall adhere to all Federal, State and Local regulations and guidelines for the use of Unmanned Aircraft Systems (UAS). This includes but is not limited to US 14 CFR Part 107 *Small UAS Rule*, NC GS 15A-300.2 *Regulation of launch and recovery sites*, NC GS 63-95 *Training required for the operation of unmanned aircraft systems*, NC GS 63-96 *Permit required for commercial operation of unmanned aircraft system*, and NCDOT UAS Policy. The required operator certifications include possessing a current Federal Aviation Administration (FAA) Remote Pilot Certificate, a NC UAS Operator Permit as well as operating a UAS registered with the FAA.

Prior to beginning operations, the Contractor shall complete the NCDOT UAS – Flight Operation Approval Form and submit it to the Engineer for approval. All UAS operations shall be approved by the Engineer prior to beginning the operations.

All contractors or subcontractors operating UAS shall have UAS specific general liability insurance to cover all operations under this contract.

The use of UAS is at the Contractor's discretion. No measurement or payment will be made for the use of UAS. In the event that the Department directs the Contractor to utilize UAS, payment will be in accordance with Article 104-7 Extra Work.

EQUIPMENT IDLING GUIDELINES:

(1-19-21)

107

SP1 G096

Exercise reduced fuel consumption and reduced equipment emissions during the construction of all work associated with this contract. Employees engaged in the construction of this project should turn off vehicles when stopped for more than thirty (30) minutes and off-highway equipment should idle no longer than fifteen (15) consecutive minutes.

These guidelines for turning off vehicles and equipment when idling do not apply to:

1. Idling when queuing.
2. Idling to verify the vehicle is in safe operating condition.
3. Idling for testing, servicing, repairing or diagnostic purposes.
4. Idling necessary to accomplish work for which the vehicle was designed (such as operating a crane, mixing concrete, etc.).
5. Idling required to bring the machine system to operating temperature.
6. Emergency vehicles, utility company, construction, and maintenance vehicles where the engines must run to perform needed work.
7. Idling to ensure safe operation of the vehicle.
8. Idling when the propulsion engine is providing auxiliary power for other than heating or air conditioning. (such as hydraulic systems for pavers)
9. When specific traffic, safety, or emergency situations arise.
10. If the ambient temperature is less than 32 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants (e.g. to run the heater).
11. If the ambient temperature is greater than 90 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants of off-highway equipment (e.g. to run the air conditioning) no more than 30 minutes.
12. Diesel powered vehicles may idle for up to 30 minutes to minimize restart problems.

Any vehicle, truck, or equipment in which the primary source of fuel is natural gas or electricity is exempt from the idling limitations set forth in this special provision.

AWARD LIMITS:

(4-19-22)

103

SP1 G141

Revise the *2018 Standard Specifications* as follows:

Page 1-29, Subarticle 103-4(C), Award Limits, line 4-8, delete and replace the first sentence in the first paragraph with the following:

A bidder who desires to bid on more than one project on which bids are to be opened in the same letting and who desires to avoid receiving an award of more projects than he is equipped to handle, may bid on any number of projects but may limit the total amount of work awarded to him on selected projects by completing the form Award Limits on Multiple Projects for each project subject to the award limit.

OUTSOURCING OUTSIDE THE USA:

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

SP1 G150

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

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

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

PROJECT SPECIAL PROVISIONS

ROADWAY

BURNING RESTRICTIONS:

(7-1-95)

200, 210, 215

SP2 R05

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

SUPPLEMENTAL SURVEYING:

(4-20-21)

801

SP8 R03

Revise the *2018 Standard Specifications* as follows:

Page 8-7, Article 801-3 MEASUREMENT AND PAYMENT, lines 10-11, replace with the following:

Supplemental Surveying Office Calculations will be paid at the stated price of \$85.00 per hour. *Supplemental Field Surveying* will be paid at the stated price of \$145.00 per hour. The

PORTLAND CEMENT CONCRETE PRODUCTION AND DELIVERY:

(9-15-20)

1000, 1014, 1024

SP10 R01

Revise the *2018 Standard Specifications* as follows:

Page 10-6, Table 1000-1, REQUIREMENTS FOR CONCRETE, replace with the following:

TABLE 1000-1 REQUIREMENTS FOR CONCRETE											
Class of Concrete	Min. Compressive Strength at 28 days	Maximum Water-Cement Ratio				Consistency Maximum Slump		Cement Content			
		Air-Entrained Concrete		Non-Air-Entrained Concrete		Vibrated	Non-Vibrated	Vibrated		Non-Vibrated	
		Rounded Aggregate	Angular Aggregate	Rounded Aggregate	Angular Aggregate			Min.	Max.	Min.	Max.
		Units	psi					inch	inch	lb/cy	lb/cy
AA	4500	0.381	0.426	---	---	3.5 ^A	---	639	715	---	---
AA Slip Form	4500	0.381	0.426	---	---	1.5	---	639	715	---	---
Drilled Pier	4500	---	---	0.450	0.450	---	5 - 7 dry	---	---	640	800
A	3000	0.488	0.532	0.550	0.594	3.5 ^A	4.0	564	---	602	---

B	2500	0.488	0.567	0.559	0.630	1.5 machine placed 2.5 ^A hand placed	4.0	508	---	545	---
Sand Light-weight	4500	---	0.420	---	---	4.0 ^A	---	715	---	---	---
Latex Modified	3000 (at 7 days)	0.400	0.400	---	---	6.0	---	658	---	---	---
Flowable Fill excavatable	150 max. (at 56 days)	as needed	as needed	as needed	as needed	---	Flowable	---	---	40	100
Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	---	Flowable	---	---	100	as needed
Pavement	4500 Design, field 650 flexural, design only	0.559	0.559	---	---	1.5 slip form 3.0 hand placed	---	526	---	---	---
Precast	See Table 1077-1	as needed	as needed	---	---	6.0	as needed				
Prestressed	per contract	See Table 1078-1	See Table 1078-1	---	---	8.0	---	564	as needed	---	---

- A. The slump may be increased to 6 inches, provided the increase in slump is achieved by adding a chemical admixture conforming to Section 1024-3. In no case shall the water-cement ratio on the approved design be exceeded. Concrete exhibiting segregation and/or excessive bleeding will be rejected. Utilizing an Admixture to modify slump does not relinquish the contractor’s responsibility to ensure the final product quality and overall configuration meets design specifications. Caution should be taken when placing these modified mixes on steep grades to prevent unintended changes to the set slope.

MATERIALS FOR PORTLAND CEMENT CONCRETE:

(9-15-20)

1000, 1024

SP10 R24

Revise the *2018 Standard Specifications* as follows:

Page 10-52, Article 1024-4, WATER, lines 3-6, delete and replace with the following:

Test water from wells at all locations. Test public water supplies from all out of state locations and in the following counties: Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Craven,

Currituck, Dare, Gates, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrell and Washington unless the Engineer waives the testing requirements.

Page 10-52, Table 1024-2, PHYSICAL PROPERTIES OF WATER, replace with the following:

Property	Requirement	Test Method
Compression Strength, minimum percent of control at 3 and 7 days	90%	ASTM C1602
Time of set, deviation from control	From 1:00 hr. earlier to 1:30 hr. later	ASTM C1602
pH	4.5 to 8.5	ASTM D1293 *
Chloride Ion Content, Max.	250 ppm	ASTM D512 *
Total Solids Content (Residue), Max.	1,000 ppm	SM 2540B *
Resistivity, Min.	0.500 kohm-cm	ASTM D1125 *

*Denotes an alternate method is acceptable. Test method used shall be referenced in the test report.

MATERIAL AND EQUIPMENT STORAGE & PARKING OF PERSONAL VEHICLES:

11-17-21(Rev. 8-16-22)

1101

SP11 R03

Revise the *2018 Standard Specifications* as follows:

Page 11-2, Article 1101-8 MATERIAL AND EQUIPMENT STORAGE, line 35-38, delete and replace with the following:

When work is not in progress, keep all personnel, equipment, machinery, tools, construction debris, materials and supplies away from active travel lanes that meets Table 1101-1.

TABLE 1101-1	
MATERIAL AND EQUIPMENT STORAGE FROM ACTIVE TRAVEL LANES	
Posted Speed Limit (mph)	Distance (ft)
40 or less	≥ 18
45-50	≥ 28
55	≥ 32
60 or higher	≥ 40

When vehicles, equipment and materials are protected by concrete barrier or guardrail, they shall be offset at least 5 feet from the barrier or guardrail.

Page 11-2, Article 1101-9 PARKING OF PERSONAL VEHICLES, line 40-41, delete and replace with the following:

Provide staging areas for personal vehicle parking in accordance with Article 1101-8 or as directed by the Engineer before use.

STRUCTURES

GENERAL:

The contractor shall notify the Bridge Engineer/Supervisor at the beginning of each week of his intended schedule of work. This will allow the Department to schedule inspections accordingly.

All existing joint material, concrete and asphalt removed shall become the property of the Contractor and shall be disposed of properly.

MOBILIZATION:

This work consists of preparatory work and operations to mobilize personnel, materials, and equipment to the project site.

Payment for mobilization will be made for each work request. A single work request may consist of work at more than one location within the Division.

Payment will be made under:

Pay Item	Pay Unit
Mobilization	Each

SILICON EXPANSION JOINT REPLACEMENT:

Contractor shall remove the existing expansion joint, clean the area in accordance with the manufacturer's recommendations, and place the silicon expansion joint in accordance with the manufacturer's recommendations. The expansion joint shall be replaced with the materials stated in this contract.

All materials shall be delivered unopened in their original containers bearing the manufacturer's label, date of manufacture, batch number, trade name brand, and quantity. Sufficient material to perform the entire expansion joint shall be "on hand" prior to removing the existing expansion joint. Stored materials may be inspected prior to their use and shall meet the requirements of these provisions. Each shipment of repair material shall be accompanied by Material Safety Data Sheets (MSDS) and a certificate of compliance certifying that the materials conform to the requirements of these provisions.

The repair material shall be one of the following approved products:

Joints less than or equal to 1" in width:

Sealant – Dow 888

Baysilon 960 (silicon based)

Joints greater than 1" in width:

Sealant – Dow 902 (silicon based)

All substructure expansion joints shall be repaired with Dow 902 unless otherwise determined by the Department. The entire cost for the silicon expansion joint replacement including but not limited to labor, maintenance, equipment, tools, and incidentals will be included in the unit prices for Silicon Joint Replacement.

Payment will be made under:

Pay Item

Silicon Joint Replacement (Less than 1" Wide)
 Silicon Joint Replacement (1" to 2" Wide)
 Silicon Joint Replacement (Greater than 2" Wide)

Pay Unit

Linear Foot
 Linear Foot
 Linear Foot

EVAZOTE EXPANSION JOINT REPLACEMENT:

Contractor shall remove the existing expansion joint, clean the area in accordance with the manufacturer's recommendations, and place the evazote expansion joint in accordance with the manufacturer's recommendations. Contractor shall have a manufacturer's representative present during the installation of the first evazote expansion joint of the project. The expansion joint shall be replaced with the materials stated in this contract.

All materials shall be delivered unopened in their original containers bearing the manufacturer's label, date of manufacture, batch number, trade name brand, and quantity. Sufficient material to perform the entire expansion joint shall be "on hand" prior to removing the existing expansion joint. Stored materials may be inspected prior to their use and shall meet the requirements of these provisions. Each shipment of repair material shall be accompanied by Material Safety Data Sheets (MSDS) and a certificate of compliance certifying that the materials conform to the requirements of these provisions.

Evazote Joint Seal Specifications

Use preformed seals compatible with concrete and resistant to abrasion, oxidation, oils, gasoline, salt and other materials that are spilled on or applied to the surface. Use a low-density closed cell, cross-linked ethylene vinyl acetate polyethylene copolymer nitrogen blown material for the seal. Use seals manufactured with grooves 1/8"± wide by 1/8"± deep and spaced between 1/4" and 1/2" apart along the bond surface running the length of the joint. Use seals sized so that the depth of the seal meets the manufacturer's recommendation, but is not less than 70% of the uncompressed width. Provide a seal designed so that, when compressed, the center portion of the top does not extend upward above the original height of the seal by more than 1/4". Splice the seal using the heat welding method by placing the joint material ends against a Teflon heating iron of 350°F for 7 - 10 seconds, then pressing the ends together tightly. Do not test the welding until the material has completely cooled. Use material that resists weathering and ultraviolet rays. Provide a seal that has a working range of 30% tension and 60% compression and is watertight along its entire length including the ends. Have the top of the evazote seal clearly shop marked. Inspect the evazote seals upon receipt to ensure that the marks are clearly visible upon installation.

Provide seals that meet the requirements given below:

Test	Test Method	Requirement
Elongation at break	ASTM D3575	210 ± 15%
Tensile strength, psi	ASTM D3575	110 ± 15
Compression Recovery (% of original width)	AASHTO T42 50% compr. for 22 hr. @ 73°F, 1/2 hr. recovery	87 ± 3
Weather/Deterioration	AASHTO T42 Accelerated Weathering	No deterioration for 10 years min.
Compression/Deflection	@ 50% deflection of original width	10 psi min.
	@ 50% deflection of original width	60 psi max.
Tear Strength, psi	ASTM D624	16 ± 3
Density	ASTM D545	2.8 to 3.4
Water Absorption (% vol/vol)	ASTM D3575 Total immersion for 3 months	3

Adhesives

Use a two component, 100% solid, modified epoxy adhesive with the seal that meets the requirements of ASTM C881, Type 1, Grade 3, Class B & C and has the following physical properties:

Tensile strength	3500 psi min.
Compressive strength	7000 psi min.
Shore D Hardness	75 psi min.
Water Absorption	0.25% by weight

Use an adhesive that is workable to 40°F. When installing in temperatures below 40°F or for application on moist, difficult to dry concrete surfaces, use an adhesive specified by the manufacturer of the joint material.

Joint Preparation

After removal of existing joint, area must be sand-blasted immediately prior to installation of the new joint. Blasting medium shall be a non-silica product. Blasting medium shall be swept up and removed from the project. Traffic shall be protected from blasting operations. Joint shall be re-cleaned (and re-blasted if necessary), if joint installation is delayed and joint is determined to be unsuitable due to dirt, oils, etc.

Exact size of joint seals to be used where joints have been repaired with elastomeric concrete shall be determined after the elastomeric concrete work is completed.

Seal Installation

Do not install the joint seal if the ambient air temperature is below 45°F.

Begin installation at the low end of the joint after applying the mixed epoxy to the sides of both the joint material and both sides of the joint, making certain to completely fill the grooves with epoxy. With gloved hands, compress the material and with the help of a blunt probe, push it down into the joint until it is recessed approximately 1/4" below the surface. Do not push the seal at an angle that would stretch the material. Once work on a joint begins, do not stop until it is completed. Clean the excess epoxy off the surface of the joint material quickly and thoroughly. Do not use solvents to remove excess epoxy. Remove excess epoxy in accordance with the joint manufacturer's recommendations.

The entire cost for the evazote expansion joint replacement including but not limited to labor, maintenance, equipment, tools, and incidentals will be included in the unit prices for Evazote Joint Replacement.

Payments shall be made under:

Pay Item

Evazote Joint Replacement

Pay Unit

Linear Foot

SYNTHETIC RUBBER EXPANSION JOINT SEAL:

Seals

Use an inverted "V" shaped, preformed extruded ethylene propylene diene monomer (M-class) rubber (EPDM), or silicone rubber seal compatible with concrete and resistant to abrasion, oxidation, oils, gasoline, salt and other materials that are spilled on or applied to the surface. Seal shall be secured to concrete surfaces with a single component silicone locking adhesive and a primer, or with a quick setting epoxy adhesive.

Use seals set in a sawed joint opening with a depth that meets the manufacturer's recommendation, and is not less than 1/2" below the top of the deck slab at the opening's minimum width specified in the plans. Seals edges shall be set on the bottom of the sawed joint opening that is at least 1/8" wide. Provide a seal that has a working temperature range of 0°F to 120°F and meets the requirements given below.

Test	Test Method	Requirement
Tensile Strength	ASTM D412	1,000 psi (min.)
Elongation at Break	ASTM D412	300% (min.)
Tear Strength	ASTM D624	100 pli (min.)
Compression Set 212°F @ 70 hrs.	ASTM D395	30% (max.)
Water Resistance	ASTM D471	70 hrs. @ 212°F
Durometer (Shore A)	ASTM D2240	55-65 +/-5

Have the top of the joint seal clearly shop marked. Inspect the joint seals upon receipt to ensure that the marks are clearly visible before installation.

Bonding Adhesive

For silicone adhesive, use a single component, 100% solid, silicone locking adhesive supplied by the joint seal manufacturer that meets the following requirements:

Test	Test Method	Requirement
Tensile strength	ASTM D412	200 psi (min.)
Tack Free Time	ASTM C679	20 minutes (max.)
Cure Time (1/4" Bead)	ASTM C679	24 hours (max.)
Resistance to UV	ASTM C793	No cracking, ozone chalking, or degradation
Elongation to Break	ASTM D412	450% (min.)

For epoxy adhesive, use a quick setting two-component thixotropic paste that is mixed in strict conformance to the manufacturer's instructions. Epoxy adhesive shall be supplied by the joint seal manufacturer and shall meet the following requirements:

Test	Test Method	Requirement
Tensile strength	ASTM D638	7000 psi (min.)
Bond Strength to Concrete	ASTM C881	1000 psi (min.)
Peel Adhesion	ASTM C794	50 pli
Gel Time		8 minutes
Pot Life		45 minutes
Cure Time		24 hours (max.)

Use an adhesive that is workable to 45°F. When installing in ambient air or surface temperatures below 45°F or for application on moist, difficult to dry concrete surfaces, use an adhesive specified by the manufacturer of the joint seal.

Sawing the Joint

The joint opening shall be initially formed to the width shown on the plans including the blackout for the elastomeric concrete.

The elastomeric concrete shall have sufficient time to cure such that no damage can occur to the elastomeric concrete prior to sawing to the final width and depth as specified in the plans.

When sawing the joint to receive the joint seal, always use a rigid guide to control the saw in the desired direction. To control the saw and to produce a straight line as indicated on the plans, anchor and positively connect a template or a track to the bridge deck. Do not saw the joint by visual means such as a chalk line. Fill the holes used for holding the template or track to the deck with an approved, flowable non-shrink, non-metallic grout.

Saw cut to the desired width and depth in one or two passes of the saw by placing and spacing two metal blades on the saw shaft to the desired width for the joint opening.

The desired depth of the saw cut is the depth of the seal plus 1/2" minimum above the top of the seal at the minimum sawed joint width. An irregular bottom of sawed joint is permitted as indicated on the plans. Maximum surface amplitude at the bottom of the saw cut joint is 1/8". Grind exposed corners on saw cut edges to a 1/4" chamfer.

Saw cut a straight joint, centered over the formed opening and to the desired width specified in the plans. Prevent any chipping or damage to the sawed edges of the joint.

Remove any staining or deposited material resulting from sawing with a wet blade to the satisfaction of the Engineer.

Preparation of Sawed Joint for Seal Installation

After sawing the joint, the Engineer will thoroughly inspect the sawed joint opening for spalls, popouts, cracks, etc. All necessary repairs will be made by the Contractor prior to blast cleaning and installing the seal. Seals shall be secured to substrate that is clean and sound.

Clean the joints by sandblasting with clean dry sand immediately before placing the bonding agent. Sandblast the joint opening to provide a firm, clean joint surface free of curing compound, loose material and any foreign matter. Sandblast the joint opening without causing pitting or uneven surfaces. The aggregate in the elastomeric concrete may be exposed after sandblasting.

After blasting, either brush the surface with clean brushes made of hair, bristle or fiber, blow the surface with compressed air, or vacuum the surface until all traces of blast products and abrasives are removed from the surface, pockets, and corners.

If nozzle blasting is used to clean the joint opening, use compressed air that does not contain detrimental amounts of water or oil.

Examine the blast cleaned surface and remove any traces of oil, grease or smudge deposited in the cleaning operations.

Bond the seal to the blast cleaned surface on the same day the surface is blast cleaned.

Seal Installation

Install the joint seal according to the manufacturer's procedures and recommendations and as recommended herein. Do not install the joint seal if the ambient air or surface temperature is below 45°F. Have a manufacturer's certified trained factory representative present during the installation of the first seal of the project.

Before installing the joint seal, check the uninstalled seal length to insure the seal is the same length as the required seal length shown in the plans. Splices in joint seals will not be permitted.

Begin installation by protecting the top edges of the concrete deck adjacent to the vertical walls of the joint as a means to minimize clean up. The joint seal shall be installed to strict conformance with the manufacturer's requirements for atmospheric conditions, concrete surface preparation, mixing and application of adhesive, seal material installation procedure, minimum cure time prior to exposure to traffic, as well as worker health and safety. Once work on placing a seal begins, do not stop until it is completed. Clean any excess adhesive from the top of the joint seal immediately with a trowel. Do not use solvents or any cleaners to remove the excess adhesive from the top of the seal. Remove the protective cover at the joint edges and check for any adhesive on concrete surfaces. Remove excess adhesive with a trowel, the use of solvents or any cleaners will not be allowed.

The installed system shall be watertight and will be monitored until final inspection and approval. Do not place pavement markings on top of synthetic rubber joint seals.

Payments shall be made under:

Pay Item	Pay Unit
Synthetic Rubber Expansion Joint Seal (1" to 2" Wide)	Linear Feet
Synthetic Rubber Expansion Joint Seal (2" to 3.5" Wide)	Linear Feet

ASPHALT JOINT REPAIR AND REPLACEMENT:

This work shall consist of supplying and installing a binder and aggregate system composed of specially blended polymer modified asphalt and specific aggregate placed in layers into a prepared expansion joint block-out. When properly installed, the joint system will provide a flexible waterproof bridge joint, which will allow for a joint movement of 1" in expansion and 1" in compression.

Joint material shall be hot applied, pre-mixed bituminous material that will provide a smooth riding surface and a waterproof joint. The contractor shall prepare the surface to be repaired by saw cutting to a minimum of 20" wide and 2" in depth, per manufacturer's specifications, or as directed by the Engineer, removing all loose material, and cleaning the area with compressed air.

No repairs shall be made during periods of rain, snow, or sleet. Standing water shall be removed prior to placement of material.

Steel bridging plates shall be used as needed to provide load transfer across the joint opening. Plates shall be plate steel, 1/8" to 1/4" thick, and 4" to 9" wide.

Bulking aggregate shall be chosen from the Basalt, Gritstone, Gabbro, or Granite Family. Only 1/2" to 1" size stone shall be used.

Materials

All materials shall meet the specifications as approved by the Engineer prior to use. The joint material shall be one of the following approved products:

FibreJoint, A/P Bridge Flex Joint, or other NCDOT approved material.

(A) Binder Material

The bridge joint binder shall be a polymer modified asphalt and shall meet the following requirements when tested according to ASTM test methods:

	Test Method	Typical Values
Softening Point	ASTM D-36	180° F
Tensile Adhesion	ASTM D-3583	750% min.
Ductility @ 77°F	ASTM D-113	40 cm min
Penetration	ASTM D-3407	
	77°F, 150g, 5 sec.	90 dmm max.
	0° F 200g, 60 sec.	10 dmm min.
Flow 5h @ 140° F	ASTM D-3407	3.0 mm max.
Resilience @ 77° F	ASTM D-3407	40% min.
Asphalt Compatibility	ASTM D-3407	Pass
Recommended Pouring Temperature	-	390° F
Safe Heating Temperature	-	410° F

(B) Aggregate

The stone type shall consist of Granite, Basalt, Gabbro, Porphyry or Gritstones. The specified aggregate shall be crushed, double washed, and shall meet the following requirements:

Gradation	
Sieve Size	3/4" Percent Passing
7/8"	95-100
5/8"	30-50
1/2"	10-30
3/8"	0-7
1/4"	-
#8	-

(C) Backer Rod

The backer rod shall be a closed cell, foam expansion joint filler, capable of withstanding the elevated temperature of the polymeric binder. The backer rod shall have the following typical physical properties using a 2" specimen and test method ASTM D-545:

Density	2.0 lbs/cf, min.
Tensile Strength	30 psi, min.
Compression	5 psi @ 25%, min.
Water Absorption	0.03 g/cc by weight, min.
Temperature @ 410°F	No Melting

(D) Bridging Plate

The bridging plate shall be a mild steel plate, 1/4" thick by 8" wide, cut in 4' to 5' lengths. Spike holes shall be drilled on a longitudinal centerline at 1' intervals.

Installation Crews

The joint system is to be installed only by factory trained and certified installation professionals.

Equipment

The equipment will consist of:

1. Small self-propelled dry cut saw
2. Pneumatic compressor of 185 CFM capacity.
3. One Hot-Compressed Air Lance (HCA Lance), capable of delivering flame retarded air stream with a temperature of 3,000°F, at a speed of 3,000 feet per second.
4. Rotating vented or un-vented drum type mixers each with a Hot-Compressed Air Lance (HCA Lance), or a pressure – air injection torch (PAT torch).
5. Melter unit equipped with agitation and an automatic temperature control which can accurately maintain the material temperature from 100°F - 650°F. A thermometer to

monitor the material temperature must be provided. The burner system shall have a safety pilot capable of shutting off the gas supply in the event of a flame-out.

6. 100 lbs. Bottles of propane or smaller
7. Vibratory roller or plate capable of compacting up to 1" in one pass.
8. Hand held calibrated digital temperature sensor.
9. Chop-saw with carbide blade, if needed.
10. Sandblasting equipment, required only for installation in a concrete overlay.
11. Safety clothing and equipment as required by OSHA.

Installation

The following procedures are to be followed to ensure a successful installation:

Note: Joint must be installed at a minimum depth of 2".

Layout: Joint system shall be located centrally over the deck expansion gap or fixed joint and marked out to the recommended minimum width of 20".

Excavation: The joint shall be excavated by the use of saws and pneumatic hand tools. Where possible, saws shall be set to cut the full required depth of the wearing surface and any membrane present. Variations in the depth of the wearing surface across the road should be considered to insure, where possible, that the deck is not damaged. All debris from the excavation channel shall be removed to allow the full volume of new joint to be installed.

Cleaning: The entire channel must be thoroughly cleaned and dried. Small debris will be removed by using compressed air. The Hot Compressed Air Lance will then be applied throughout the length of the channel. Installation in concrete overlays requires sandblasting of the concrete vertical walls and adjacent deck area prior to the use of the HCA Lance application.

Repairs: Spalled and defective concrete should be repaired with an approved material as agreed upon by the Engineer.

Caulking: The gap shall be caulked with the backer rod, allowing for approximately 1" of binder in the gap on top of the rod. If the previous caulking is intact and will hold the binder, it may be used to take the place of the backer rod. A small amount of hot binder should be placed onto the caulking to insure that the gap is adequately plugged.

Tanking: Immediately after cleaning and caulking, the entire channel shall be coated with a thin layer of hot binder. If significant delay occurs, the channel shall be inspected to determine if re-cleaning is necessary.

Plating: The gap shall be bridged with the steel plates centered over the gap by placing locating pins in the centerline of the plate. There must be at least 2" between the edge of the steel plate and the wall of the channel. Once the locating pins are in place, the top of the plate shall be coated with a thin layer of hot binder.

Material Preparation

Aggregate: The aggregate must be heated in a vented or un-vented rotating drum mixer by the use of a hot compressed air lance (HCA Lance), or a pressure air injection torch (PAT torch). Once the aggregate has been heated to a temperature of 370° - 380°F, it is then coated with a small quantity of binder. One gallon of binder per 100 lbs. of stone should be sufficient to coat the stone.

Binder: The binder shall be heated to the recommended pouring temperature, 370° - 385°F. At no time shall the recommended safe heating temperature of 400°F be exceeded.

Material Installation: Layers of hot pre-coated aggregate not more than 2.5" thick shall be placed in the channel and immediately covered to the level of the coated aggregate. This will ensure that the 3:1 weight ratio of aggregate to binder has been achieved. Layers shall be raked to insure the aggregate is completely coated and that all air pockets are eliminated. This process shall cease approximately 3/4" from the top of the channel.

Surface Layer: The surface layer shall be applied as other layers except that the pre-coated aggregate is not flooded with binder. The pre-coated aggregate shall be transferred to the joint and leveled slightly higher than the adjacent road surface. On a standard 2" deep joint, the topcoat should be 1/4" higher than the road surface. Deeper joints will require higher levels before tamping.

Compaction: Compaction should take place after the joint has cooled to approximately 225° F. The joint surface shall be made approximately level with the existing road surface by using the vibratory plate or roller.

Top Coating: After compaction, lines of 4" tape are placed one inch beyond the joint width on each side of the joint to insure evenness of appearance. The joint and at least one inch of the road surface shall be top-coated with the hot binder until the surface is smooth and absent of voids.

Note: If it is impossible to topcoat the joint during the same working day/night, it is allowable that the topcoat step be completed on the next working day/night. However, the surface must be cleaned, dried, and heated with the HCA Lance.

Surface Dressing: Immediately after top-coating, an anti-skid material is spread evenly over the joint to eliminate material tracking (Black Beauty Sand, Medium Grade).

Final Preparation: Prior to departure the crew will insure that the entire work area is clean of debris.

Temporary Joint: In the event of a work stoppage while constructing a joint, the following procedure can be used for low ADT roadways (<20,000). Fill the cavity with cold uncoated aggregate to the level of the road surface and top the aggregate with binder to form a temporary riding surface. Roadways with an ADT greater than 20,000 will require materials similar to cold patch asphalt. Be sure whatever is used is approved by the state agency.

Quality Control

Upon request, certifications of the materials will be provided.

The Project Engineer may require the contractor to provide samples during the course of the work for laboratory test of any or all of the properties specified.

Payments shall be made under:

Pay Item	Pay Unit
Asphalt Joint Repair/Replacement (18"-24" Wide, w/ Plate)	Cubic Foot

ELASTOMERIC CONCRETE PLACEMENT:

Contractor shall repair damaged concrete adjacent to expansion joints as directed by the Engineer with elastomeric concrete.

Contractor shall submit falsework plans for approval. Falsework plans shall take into account expansion of the bridge deck due to changes in temperature.

Do not place elastomeric concrete if the ambient air temperature is below 45°F. Prepare and apply a primer, as per manufacturer's recommendations, to all vertical concrete faces, all steel components to be in contact with elastomeric concrete, and to areas specified by the manufacturer. Align the angles with the joint opening.

Prepare, batch, and place the elastomeric concrete in accordance with the manufacturer's instructions. Place the elastomeric concrete while the primer is still tacky and within 2 hours after applying the primer. Pay careful attention to properly consolidate the elastomeric concrete around the steel and anchors.

Tarps are to be utilized under the mixing areas, and the bridge deck joint shall be taped off to protect the bridge deck from spills during elastomeric concrete installation.

Provide materials that comply with the following minimum requirements at 14 days.

Elastomeric Concrete Properties	Test Method	Minimum Requirement
Compressive Strength, psi	ASTM D695	2000
5% Deflection Resilience	ASTM D695	95
Splitting Tensile Strength, psi	ASTM D3967	625
Bond Strength to Concrete, psi	ASTM D882 (D882M)	450
Durometer Hardness	ASTM D2240	50

Binder Properties (Without Aggregate)	Test Method	Minimum Requirement
Tensile Strength, psi	ASTM D638	1000
Ultimate Elongation	ASTM D638	150%
Tear Resistance, lb/in	ASTM D624	200

In addition to the requirements above, use elastomeric concrete that also resists water, chemical, UV, and ozone exposure and withstands extreme temperature (freeze-thaw) changes.

Furnish a manufacturer's certification verifying that the materials satisfy the above requirements. Provide samples of elastomeric concrete to the Engineer, if requested, to independently verify conformance with the above requirements.

The entire cost for joint repair using elastomeric concrete including but not limited to labor, maintenance, equipment, tools, and incidentals will be included in the unit prices for Joint Repair using Elastomeric Concrete. Linear feet measurement will include both sides of the joint to be repaired.

Payments shall be made under:

Pay Item	Pay Unit
Joint Repair using Elastomeric Concrete	Cubic Foot

EPOXY OVERLAY SYSTEM:

Description

This work shall consist of furnishing and applying an epoxy overlay system over the concrete bridge deck in accordance with the contract documents and consists of a minimum of 2 layers of hybrid polymer resins with a special blend of extremely hard aggregate designed to provide a 3/8" thick overlay for the purpose of crack treatment, complete waterproofing, and providing a non-skid surface. The overlay system shall be formulated and applied to withstand continuous heavy traffic, extreme changes in weather conditions, and deformations due to structure loading and temperature changes.

Materials

(A) Overlay (Multiple Layers)

This two-part epoxy polymer overlay system shall be free of any fillers or volatile solvents and shall be formulated to provide a simple volumetric mixing ratio of two components such as one to one or two to one by volume. The epoxy polymer overlay system shall be formulated to provide flexibility in the system without any sacrifice of the hardness, chemical resistance or strength of the system. Use of external/conventional flexibilizers will not be accepted. Flexibility shall be by interaction of elastomers to chemically link in the process of curing so that the flexibility of the molecule is least affected during the low temperature conditions that are confronted in actual use.

Physical Requirements of Epoxy Polymer Overlay: When components A and B are mixed in the appropriate ratio, the cured resin shall conform to the requirements for Epoxy, Type 2 in Article 1081-1 of the *Standard Specifications* with the following exceptions:

Property	Requirement	Test Method
Pot life	15-45 minutes @ 75°F	ASTM C881
Min. compressive Strength @ 3 hrs.	1,000 psi @ 75°F	ASTM C109
Min. adhesion strength @ 24 hrs.	250 psi @ 75°F	VTM-92

(B) Aggregate

Aggregate used for all layers shall be non-friable, non-polishing, clean and free from surface moisture. The aggregate shall be flint rock, 100% fractured, thoroughly washed and kiln dried to a maximum moisture content of 0.2% by weight, measured in accordance with ASTM C566. The fracture requirements shall be at least one mechanically fractured face and will apply to materials retained on a U.S. No. 10 sieve.

Aggregate properties shall conform to the properties of Table 1 and Table 2:

TABLE 1 AGGREGATE PROPERTIES		
Property	Value	Test Method
Moisture Content, max.	0.2% by weight	AASHTO T255
Mohs Hardness, min.	6.5	-
Soundness Loss, 5 cycles in Sodium Sulfate, max.	5.4%	AASHTO T104
Micro-Deval, max.	10%	AASHTO TP58

TABLE 2

AGGREGATE GRADATION	
Sieve	Percent Passing
No. 6	60-100
No. 10	0-20
No. 20	0-10

System Quality Submittals

- (A) **Past Performance Submittal:** Prior to beginning work, the selected epoxy polymer overlay system manufacturer shall submit records demonstrating verifiable satisfactory performance under average daily traffic of at least 10,000 for at least five (5) years on at least three (3) bridges in any state.
- (B) **Performance Guarantee:** The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of 5 years following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Contractor will not be responsible for damage due to normal wear and tear, for negligence on the part of the Department, and/or for use in excess of the design.

This guarantee provision shall be invoked for the following conditions:

- (1) Any delaminations
- (2) Excessive loss of aggregate
- (3) Skid resistance less than 40 as measured by AASHTO T242

Payment and/or performance bonds shall cover the guarantee period.

Construction Methods

(A) Surface Preparation

Remove all existing asphalt overlays if applicable, and all loose, disintegrated, unsound or contaminated concrete from the bridge deck.

Prepare the bridge deck prior to applying the overlay system, in accordance with the manufacturer's recommendations, the special provision *Concrete Deck Repair for Epoxy or Asphalt Overlay*, and the following.

After deck repairs have been completed, clean the entire deck surface by steel shot blasting and other means to remove asphaltic material, oils, dirt, rubber, curing compounds, paint carbonation, laitance, weak surface mortar and other potentially detrimental materials that may interfere with the bonding or curing of the overlay. Acceptable cleaning is usually recognized by a significant change in the color of the concrete and mortar, and the beginning exposure of coarse aggregate particles. Mortar that is sound and soundly bonded to the coarse

aggregate shall have open pores due to cleaning to be considered adequate for bond. Areas of asphalt larger than one inch in diameter, or smaller areas spaced less than six inches apart, shall be removed. Traffic paint lines shall be considered clean when the concrete has exposed aggregate showing through the paint stripe. Remove all dust and other loose material. Care shall be taken and methods used to fully collect the excess material and limit loss to the environment.

Exposed portions of the steel grid decking shall be cleaned to a SSPC-10 (near white) surface preparation.

Epoxy based overlays shall not be placed on hydraulic cement concrete that is less than 28 days old. Patching and cleaning operations shall be inspected and approved prior to placing each layer of the overlay. Any contamination of the deck or intermediate courses, after initial cleaning, shall be removed.

The deck shall be completely dry at the time of application of the epoxy concrete overlay.

(B) Equipment

For mechanical applications, equipment shall consist of no less than an epoxy distribution system, aggregate spreader, application squeegee and vacuum trucks. The distribution system or distributor shall accurately blend the epoxy resin and hardening agent, and shall uniformly and accurately apply the epoxy materials at the specified rate to the bridge deck in such a manner as to cover 100% of the work area. The aggregate spreader shall be propelled in such a manner as to uniformly and accurately apply the aggregate to cover 100% of the epoxy material. The vacuum truck shall be self-propelled.

For hand applications, equipment shall consist of calibrated containers, a paddle type mixer, squeegees, rollers and brooms, which are suitable for mixing the epoxy and applying the epoxy and aggregate.

(C) Application

Handling and mixing of the epoxy resin and hardening agent shall be performed in a safe manner to achieve the desired result in accordance with the manufacturer's recommendations as approved and as directed by the Engineer. Epoxy overlay materials shall not be placed when weather or surface conditions are such that the material cannot be properly handled, placed, spread and cured within the specified requirements of traffic control.

The number of layers and the application rates of the liquid in the various layers shall be as recommended by the manufacturer in order to achieve a minimum overlay thickness of 3/8".

After the epoxy mixture has been prepared for the epoxy and stone overlay, it shall be immediately and uniformly applied to the surface of the bridge deck. The temperature of the bridge deck surface and all epoxy and aggregate components shall be 60°F or above at the time of application. Epoxy shall not be applied if the air temperature is expected to drop

below 55°F within 8 hours after application, or when high temperatures would cause the gel time to be less than 10 minutes. The dry aggregate shall be applied in such a manner as to completely cover the epoxy mixture so that no wet spots appear and before it begins to gel. First course applications that do not receive enough aggregate prior to gel shall be removed and replaced. A second course insufficiently covered with aggregate may be left in place, but will require additional applications before opening to traffic. Each course of epoxy overlay shall be cured until vacuuming or brooming can be performed without tearing or damaging the surface. Traffic or equipment shall not be permitted on the overlay surface during the curing period. After the first course curing period, all loose aggregate shall be removed by vacuuming or brooming and the next overlay course(s) applied to completion. The minimum curing periods shall be as follows:

Course	Average Temperature of Deck, Epoxy and Aggregate Components (°F)					
	60-64	65-69	70-74	75-79	80-84	85+
1	4 hr.	3 hr.	2.5 hr.	2 hr.	1.5 hr.	1 hr.
2	6.5 hr.*	5 hr.	4 hr.	3 hr.	3 hr.	3 hr.

*Course 2 shall be cured for 8 hr. if the air temperature drops below 60°F during the curing period.

The Contractor shall plan and prosecute the work to provide the curing periods as specified herein, or other longer minimum curing periods as prescribed by the manufacturer prior to opening to public or construction traffic, unless otherwise permitted. Course one applications shall not be opened to traffic unless approved by the Engineer.

Do not apply epoxy concrete overlay courses over modular joints, metal expansion joints, or foam joint seals.

In the event the Contractor's operation damages or mars the epoxy overlay, the Contractor shall remove the damaged areas by saw-cutting in rectangular sections to the top of the concrete deck surface and replacing the various courses in accordance with this Specification at no additional cost to the Department.

Measurement and Payment

Epoxy Overlay will be measured and paid at the contract unit price per square foot. The price shall include deck preparation, furnishing and placing the overlay system, providing a 5 year guarantee, and all tools, labor, materials, maintenance and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Epoxy Overlay	Square Foot

CONCRETE/ASPHALT REPAIR (HOT APPLIED MASTIC ASPHALT BINDER):

Concrete/asphalt repairs shall be made using the following approved Hot Applied Flexible Repair Material:

Fibrecrete B or approved equal.

The Contractor shall prepare areas by removing any loose debris using a pavement breaker, by using a mechanical planer or as directed by the Engineer. The recess is then cleaned and dried using hot compressed air to thoroughly prepare the surface, removing all debris and loose material. The Hot Applied Flexible Repair Material is immediately poured and screeded to fill the recess flush with the surrounding area and overlap the edges. While the material is still molten, a preheated high PSV aggregate is applied to the surface.

When repairing pot holes from 1-1/2" to full depth, the Contractor will include 1/2" – 1" washed aggregate at the rate of no more than 30% of volume as directed by the Engineer. The balance of the repair will be completed as previously stated.

All materials shall be delivered unopened in their original containers bearing the manufacturer's label, specifying date of manufacture, batch number, trade name or brand and quantity.

Sufficient material to perform the entire repair application shall be in storage at the site or at the Contractors facility prior to any field preparation, so that there shall be no delay in procuring the material for each day's application.

Stored materials may be inspected prior to their use and shall meet the requirements of these Special Provisions at the time of use.

Any material which is rejected because of failure to meet the required tests or that has been damaged so as to cause rejections shall be immediately replaced by the Contractor at no additional cost to the Department.

Each shipment of the Hot Applied Flexible Repair Material shall be accompanied by Material Safety Data Sheets (MSDS) and a Certificate of Compliance certifying that the materials conform to the requirements as approved by NCDOT Materials and Test Unit.

Materials

(A) Hot Applied Mastic Asphalt Binder

Material shall be a flexible repair material for joint/large crack, spalls and pot-hole repairs in asphalt and concrete. It is a hot-applied mastic asphalt binder with 36% bitumen content, polymers mixed with graded fillers, recycled steel fibers (less than 1% total weight), aggregates and recycled tire rubber (no less than 3% of total weight).

(B) Applications

Material shall be designed to replace traditional asphaltic repairs, which are prone to failure due to their stiffness. The material shall be resistant to water intrusion and to a broad range of salts, bases and organic materials.

(C) Material Specifications

The material shall be an electrometric polymer modified binder, installed in accordance with the manufacturer's specification and shall conform to the following properties:

Binder Properties	Method	Requirement
Bond	ASTM D 1190	Pass, 3 cycles @ -20°C, 50%
Penetration	ASTM D 5329	1 mm min @ -18°C, 200 g, 60 sec
		9 mm max @ 25°C, 150 g, 5 sec
Ductility	ASTM D113	40 cm min @ 25°C
Flexibility	ASTM D5329	Pass @ -12°C
Flow	ASTM D5329	3 mm max @ 60° @ 5 hours
Resilience	ASTM D5329	40% min @ 25°C
Softening Point	ASTM D36	82°C min
Elongation	-	500% min
Wheel tracking@ 122°F	BS598	4.8mm/h
Safe Heating Temperature	-	230°C (440°F)
Recommended Pouring Temperature	-	185°C to 199°C (365°F-390°F)

Site Preparation

The joint/crack shall be milled with a mechanical planer to the specified width and depth (if required) all spalls and pot holes shall be milled or saw cut or jack hammered at the Engineer's discretion. The repair surfaces will be cleaned and dried with a hot air lance capable of producing temperatures in excess of 1400°C and directional velocities exceeding 750 meters per second. The recessed area and vertical walls will be treated with a primer agent to promote adhesion and prevent moisture intrusion (for concrete applications only).

Installation

Installation of the material shall be by factory trained and certified installation professionals. The material will be heated in a thermostatically controlled mixer, having a horizontal agitator that ensures complete mixing. Once the material has reached approximately 300°F, the molten material will be introduced into the prepared repair area, sealing the bottom of the repair from water intrusion. For depths greater than 1", heated 3/4" granite aggregate shall be added at a rate of 25% - 35% by volume. The final 3/4" of the repair will be the hot applied mastic asphalt binder material for optimum flexibility of the repair. Once this top layer has been screeded to a level grade, a high PSV aggregate will be applied to the top of the repair to ensure proper skid resistance.

Depending on the depth of the repair, the material will be ready for traffic return between 30 minutes to 1 hour.

All removed materials and residual repair materials will be recovered and disposed of away from the site according to the client's specifications.

Warranty

The supplier shall warrant that the material furnished shall perform for 2 years from date of installation when installed by the materials supplier's certified applicator and installed to the manufacturers specifications.

The quantity of Hot Applied Flexible Repair Material for which payment will be made will be the actual pounds of material used. Payment shall be in full compensation for all labor, tools, equipment and incidentals necessary for the completion of the work.

Payment will be made under:

Pay Item	Pay Unit
Concrete/Asphalt Deck Repair (Hot Applied Mastic Asphalt Binder)	Pounds

CONCRETE/ASPHALT REPAIR (HOT APPLIED SYNTHETIC POLYMER MODIFIED RESIN):

Concrete/asphalt repairs shall be made using the following approved Hot Applied Flexible Repair Material:

Fibrecrete G or approved equal

The Contractor shall prepare areas by removing any loose debris using a pavement breaker, by using a mechanical planer or as directed by the Engineer. The recess is then cleaned and dried using hot compressed air to thoroughly prepare the surface, removing all debris and loose material. The Hot Applied Flexible Repair Material is immediately poured or screeded to fill the recess and overlap the edges. While the material is still molten, a preheated high PSV aggregate is applied and then compacted to ensure that the finished repair is flush with the surrounding area.

When repairing pot holes from 1-1/2" to full depth, that are not adjacent to or spanning a joint, the Contractor will include 1/2" – 1" washed aggregate at the rate of no more than 30% of volume as directed by the Engineer. The balance of the repair will be completed as previously stated.

All materials shall be delivered unopened in their original containers bearing the manufacturer's label, specifying date of manufacture, batch number, trade name or brand and quantity.

Sufficient material to perform the entire repair application shall be in storage at the site or at the Contractors facility prior to any field preparation, so that there shall be no delay in procuring the material for each day's application.

Stored materials may be inspected prior to their use and shall meet the requirements of these Special Provisions at the time of use.

Any material which is rejected because of failure to meet the required tests or that has been damaged so as to cause rejections shall be immediately replaced by the Contractor at no additional cost to the Department.

Each shipment of the Hot Applied Flexible Repair Material shall be accompanied by Material Safety Data Sheets (MSDS) and a Certificate of Compliance certifying that the materials conform to the requirements as approved by NCDOT Materials and Test Unit.

Materials

(A) Hot Applied Synthetic Polymer Modified Resin

Material shall be a flexible repair material for joint/ large cracks, spalls and pot holes in concrete. It is a hot-applied, synthetic polymer modified resin compound containing mineral fillers, chopped fibers, and graded aggregates.

(B) Applications

Material shall be designed to replace traditional cementitious repairs, which are prone to failure due to their stiffness. The installed product shall be color-matched, a load-transferring repair that has superior tensile strength and shall have the flexibility to accommodate limited joint/crack movement. The material shall be resistant to water intrusion and to a broad range of salts, bases and organic materials, making the repair a long-term solution for highway maintenance projects.

(C) Material Specifications

The material shall be a synthetic polymer modified resin binder. Installed in accordance with the manufacturer's specifications, the installed product will conform to the following properties:

Binder Properties	Method	Requirement
Bond	ASTM D 1190	Pass, 3 cycles @ -20°C, 50%
Penetration	ASTM D 5329	1 mm min @ -18°C, 200 g, 60 sec
		9 mm max @ 25°C, 150 g, 5 sec
Ductility	ASTM D113	40 cm min @ 25°C
Flexibility	ASTM D5329	Pass @ -12°C
Flow	ASTM D5329	3 mm max @ 60° @ 5 hours
Resilience	ASTM D5329	40% min @ 25°C
Softening Point	ASTM D36	82°C min
Elongation	FTL	500% min
Wheel tracking@ 122°F	BS598	4.8mm/h
Safe Heating Temperature	-	230°C
Recommended Pouring Temperature	-	185°C to 199°C

Site Preparation

The joint/crack, spall or pot hole will be saw-cut/milled to the specified width and depth (if required). The joint/crack, spall or pot whole surfaces will be cleaned and dried with a hot air lance capable of producing temperatures in excess of 1400°C and directional velocities exceeding 750 meters per second. The recessed area and vertical walls will be treated with a primer agent to promote adhesion and prevent moisture intrusion (for concrete applications only).

Installation

The material will be heated in a thermostatically controlled mixer, having a horizontal agitator that ensures complete mixing. Once the material has reached approximately 195°C, the molten material will be introduced into the prepared repair, sealing the bottom of the repair from water intrusion. The remainder of the repair process will consist of layering coarse hot angular aggregate (cleaned and dried) with the molten material until within 1/2" of the top of the repair. The final 1/2" of the repair will be hot applied synthetic polymer modified resin material for optimum flexibility of the repair. Once this top layer has been screened to a level grade, a high PSV aggregate will be applied to the top of the repair to ensure proper skid resistance. Depending on the depth of the repair, the material will be ready for traffic return between 30 minutes to 1 hour.

All removed materials and residual repair materials will be recovered and disposed of away from the site according to the client's specifications.

Warranty

The supplier shall warrant that the materials furnished shall perform for 2 years from date of installation when installed by the materials supplier's certified applicator and installed to the manufacturers specifications.

The quantity of Hot Applied Flexible Repair Material for which payment will be made will be the actual pounds of material used. Payment shall be in full compensation for all labor, tools, equipment and incidentals necessary for the completion of the work.

Payment will be made under:

Pay Item	Pay Unit
Concrete/Asphalt Deck Repair (Hot Applied Synthetic Polymer Modified Resin)	Pounds

HDPF SLAB LEVELING, UNDERSEALING, VOID FILLING:

Material

The medium used for slab leveling, undersealing and void filling shall be blown, high-density polyurethane. The material shall be hydrophobic.

The high-density, closed cell, polyurethane system shall exhibit the following physical characteristics and properties:

Density, Lbs/Ft ASTM 1622	Compressive Strength ASTM 1621
3.0	40 psi
3.5	50 psi
4.0	60 psi
6.0	110 psi

The polyurethane foam system will have a free rise density of 3.0 – 4.2 lb/ft, with a minimum compressive strength of 40 psi. The expansion of the polyurethane foam under pressure increases the foam density above the original free rise density value. The compressive strength is a function of density of the tested material; therefore the foam produced during the lifting process will normally have a higher compressive strength than foam produced without restriction (free rise).

Equipment

A listing of lifting and undersealing equipment shall be submitted to the Engineer prior to commencement of work for review. The minimum list of equipment required shall be as listed below. The listing is a minimum and shall not preclude the use of additional equipment.

- A. A pneumatic drill and an electric drill capable of drilling 5/8”- 3/4” diameter holes.
- B. A truck-mounted pumping unit capable of injecting the high-density polyurethane formulation below the concrete slab or asphalt pavement. This pumping unit will be capable of controlling the rate of rise of the pavement.
- C. Stringlines or dial indicators will be periodically monitored to ensure that the concrete slab or overlay is raised to the required elevation. These devices are not used to constantly monitor or determine the moment movement begins.

Construction Methods

Final elevations shall be within 1/4" of the elevations proposed by profile, to the extent permitted by the structure, existing construction and site conditions. A tight string line may be used to monitor and verify elevations for slab lengths of 50 feet or less. Elevations can also be verified by flooding the area to confirm that the paving has been realigned properly. The Contractor shall be responsible for any pavement blowouts or excessive pavement lifting which may result from process and shall repair the damaged area to the satisfaction of the Engineer without additional cost.

The HDPF shall reach 90% of the full compressive strength in 15 minutes after injection.

The Contractor shall prepare concrete to be leveled, undersealed or void filled by profiling existing pavement and determining where the pavement needs to be raised. A series of 5/8" holes shall be drilled into the pavement 3-6 foot O.C. (exact location and spacing to be determined in the field). Drilled holes shall extend through the pavement and into known voids. Holes shall not extend into the subgrade. The expanding HDPF material shall then be injected under the slab. The amount of rise shall be controlled by regulating the rate of HDPF injected. Injection holes shall be sealed with non-expansive cementitious grout once leveling is complete.

The Contractor will be held responsible for any pavement blowouts, excessive pavement lifting or pavement damage that may occur as a result of the Contractor's work. The Contractor shall repair any such suspect areas to the satisfaction of the Engineer at the Contractor's expense. It will be the Contractor's responsibility to control these operations to make sure excessive rising of the slabs does not occur. Where such does happen, the Contractor shall be responsible for planning or replacing the existing pavement structure to provide, at the Engineer's discretion, a suitable riding surface.

Measurement

The polyurethane material shall be paid for by the pound, which will include furnishing and injecting material.

Verification of actual amount pumped will be accomplished as follows:

1. A conversion from pump counters to pounds will be provided with a manufacturer's certification of the accurate conversion factor.
2. A visual measurement conversion on the actual totes/barrels of pounds per inches pumped.

Basis of Payment

The quantity of material to be paid for shall be the quantity actual used, based on the contract unit price shown on the bid form. Only those items shown on the bid sheet shall be paid for directly. All other labor, tool, equipment, and incidentals necessary for the completion of the project shall be considered incidental to the contract bid items.

Payment will be made under:

Pay Item	Pay Unit
Slab Leveling, Undersealing, and Void Filling	Pounds

SOIL STABILIZATION:

Description

Pressure inject hydrophobic polyurethane injection resin into the soil at locations to be determined by the Engineer to permeate, stabilize weak and loose soils, and prevent water migration. The Contractor shall furnish all materials, labor, tools, and equipment to stabilize soils as specified.

(A) Quality Assurance

Manufacturer of polyurethane material shall have been in existence for a period of not less than 15 years.

The Contractor shall provide the Engineer with job references where they have successfully completed 10 projects using moisture activated hydrophobic polyurethane resins for soil stabilization.

(B) Delivery, Storage, and Handling

Deliver the specified products in original, unopened containers with manufacturer's name, labels, product identification, and batch numbers intact. Store and condition the specified product as recommended by the manufacturer.

(C) Site Conditions

Do not apply the material if it is or it appears that it will be raining or snowing unless precautions are taken to protect the material from moisture. If temperature is or will be below 34°F protect grout from freezing. Ice or the formation of ice can prevent grout penetration and travel.

Contractor shall take all precautions necessary to insure that no damage will occur to any work zone due to handling or pumping of the polyurethane resin.

Materials**(A) Acceptable Manufacturers**

- (1) Prime Flex 920, as manufactured by Prime Resins, Inc., Conyers, Georgia (800-321-7212) is considered to conform to the requirements of this specification and has performed satisfactorily for soil stabilization.
- (2) The use of a product other than specified will be considered providing the Contractor requests its use in writing to the Engineer. The request shall be accompanied by a notarized certification of compliance from an approved independent testing laboratory that the proposed substitute product meets or exceeds the specified performance criteria, tested in accordance with the specified test standards, and documented proof that the proposed product has a proven record of performance of soil stabilization, confirmed by actual field tests and five successful installations that the Engineer can investigate.
- (3) The installing Contractor must have a minimum of at least 10 successful soil stabilization projects utilizing moisture activated hydrophobic polyurethane injection resins and be able to provide project lists and references to the Engineer.

(B) Performance Criteria

- (1) Physical properties of polyurethane resin:
 1. Water activated resin
 2. Variable cure rate
 3. Viscosity: 110-130 cps \pm 20 cps
 4. Solids Content: 100% solids
 5. Characteristics: Hydrophobic polymer
 6. Meets ANSI/NSF 61 Approval
- (2) Physical properties of catalyst:
 1. Appearance: Clear liquid
 2. Viscosity: 15-20 cps
 3. Solids Content: 100%
- (3) Physical properties of polyurethane resin cured under pressure:
 1. Shrinkage (ASTM D-1042 / D-756): None
 2. Tensile Properties (ASTM D-1623)
 - a. Tensile strength: 23 psi
 - b. Elongation: 3%
 3. ANSI/NSF 61 Approval

(C) Polyurethane Resin Specifications

- (1) Polyurethane resin shall be a single component material that requires catalyst. Adjusting the percentage of catalyst to the base resin shall control reaction time of the grout.
- (2) Material shall be a water-reactive grout.
- (3) Polyurethane resin shall be hydrophobic in nature.

Construction Methods**(A) Preparation**

Prior to starting work the Owner shall provide the grouting contractor with detailed drawing of all underground utilities in the work zone and all utilities shall be properly marked on the site. If a soil analysis report is not part of the original documents the contractor has the right to request one be provided at no additional cost to the contractor. This may be needed to determine proper probe placement, to identify potential problem areas, and natural differences in soil composition.

Contractor shall determine appropriate spacing and depth placement for injection probes to successfully seal and stabilize area as shown in drawings. Test sections may be necessary to determine best probe spacing depending on soil types and conditions encountered. (Typical spacing will vary between 12" to 60" in each direction and if multiple rows are needed then each row shall be offset 1/2 the space distance.) Probes: Pipe shall utilize Expendable Drive Point or other acceptable means to keep dirt from clogging pipe during driving. Type and size to be determined by Contractor. Probes may be placed by manual driver, pneumatic driver, auger, or water jetting.

Prior to injecting grout Contractor shall ensure that the soils contain enough moisture to fully react the grout or shall use a plural component pump to inject water and grout simultaneously (twin streaming) through injection pipe/probe. When twin streaming is done a ratio of 10:1 (grout:water) shall be used. A pump capable of injection pressures from 100 psi to 3300 psi is recommended. Flow rate of pumps shall be 2.0 gpm minimum. Manually operated or "hand pumps" are considered unacceptable and cannot be used.

A grout log shall be maintained recording amount of grout and percentage of catalyst used for inspection by the Engineer at all times. Request for payment of grout shall include a copy of grout log detailing quantities used.

(B) Application

Contractor shall determine amount of grout to be injected into each probe to ensure all areas with the work area are fully grouted. Grouting shall use the "Lift Grouting Technique" where the pipe is raised or jacked up and grout is injected in 12" to 15"

intervals or lifts. The amount of grout to be injected at each lift is to be determined by the contractor based on soil conditions for that particular area. Injection pressures will vary depending on soil conditions.

On below grade structures grouting can also be done via the “through wall” method. This involves drilling holes through a wall (or floor) and grouting via these holes. In some cases it may be necessary to install soil pipes to transfer grout further out into the soils. Contractor to determine appropriate hole spacing to ensure desired results.

Adhere to all limitations and cautions set forth by the manufacturer.

(C) Safety

Copy of Data sheet and Material Safety Data Sheet (MSDS) of all chemicals used must be on site at all times.

Workers must wear protective rubber gloves, full protection (front and side) safety glasses, chemical goggles or face shield and any other necessary precautions as outlined in product MSDS when handling or pumping grout.

(D) Cleaning

- (1) Flush the pump and hoses with approved pump flush. Do not use solvents to clean off human skin.
- (2) Uncured polyurethane resin can be removed from tools with an approved solvent. Cured polyurethane can only be removed mechanically.
- (3) Remove all pipes from work area.
- (4) Leave work area clean and neat.

Measurement and Payment

The quantity of material to be paid for shall be the quantity actual used, based on the contract unit price shown on the bid form. Only those items shown on the bid sheet shall be paid for directly. All other labor, tool, equipment, and incidentals necessary for the completion of the project shall be considered incidental to the contract bid items.

Payment will be made under:

Pay Item	Pay Unit
Slab Stabilization	Gallons

STRUCTURAL FOAM VOID FILL/SLAB STABILIZATION:**Description**

Inject a structural, two-component, polyurethane foam at locations to be determined by the Engineer to stabilize slabs and structures with voids to prevent further movement or settling. The Contractor shall furnish all materials, labor, tools, and equipment to stabilize soils as specified.

(A) Quality Assurance

Manufacturer of polyurethane resin material shall have been in existence for a period of not less than 15 years.

The Contractor shall supply the Engineer with 10 job references where they successfully injected polyurethane resin for sub-sealing, void filling applications, or soil stabilization.

Contractor shall provide submittals prior to commencement of work that details the material to be used and that it conforms to the project specifications.

(B) Delivery, Storage, and Handling

Deliver the specified products in original, unopened containers with manufacturer's name, labels, product identification, and batch numbers intact. Store and condition the specified product as recommended by the manufacturer.

Materials**(A) Acceptable Manufacturers**

- (1) Prime Flex 985 (LX-10 or LX-20) Structural Foam, as manufactured by Prime Resins, Inc., Conyers, Georgia (800-321-7212) is considered to conform to the requirements of this specification and has performed satisfactorily for the application of void filling and slab stabilization.
- (2) The use of other than the specified materials will be considered providing the Contractor requests their use in writing to the Engineer. This request shall be accompanied by: (1) a certificate of compliance from an approved independent testing laboratory that the proposed substitute products meet or exceed the specified performance criteria, tested in accordance with the specified test standards; and (2) documented proof that the proposed substitute product has a 5 year proven record of performance, confirmed by actual field tests and 5 successful installations that the Engineer can investigate. Instant or rapid set (less than 5 minutes) foams will not be approved due to lack of migration time needed for material travel between rock.

(B) Performance Criteria

- (1) Properties of the mixed polyurethane resin for void filling and stabilizing:
 1. Mix ration (by volume): 1:1 (A:B)
 2. Initial reaction time: 70 sec. @ 72°F (23°C)
 3. Set time: 8 min.
 4. Expansion (free rise): 10:1*
 5. Viscosity: Part "A" 270 cps
Part "B" 280 cps
 6. Compressive Strength (ASTM D-1621):
LX-10: 60 psi @ 4.5 lbs. density 9216 psf*
- * Expansion is affected by field conditions. Actual results may vary depending on temperature, mixing equipment and degree of constraint.

(C) Polyurethane Resin Specifications

- (1) Material shall be a two (2) component, structural polyurethane foam.
- (2) Cured foam shall be closed cell.
- (3) Minimum compressive strength of cured foam shall be 40-60 psi.
- (4) Minimum expansion rate shall be 10:1 by volume (free rise).
- (5) Heat shall not be used or required to activate foam.
- (6) Maximum exotherm temperature to not exceed 270°F per 10 cf.

Construction Methods**(A) Mixing**

Automated 1:1 ratio positive displacement bulk pumps such as "The Flowmaster Pump" (Prime Resins, Inc., Conyers, GA, 800-321-7212 or www.primeresins.com) may be used to mix and dispense material.

(B) Application

Locate and mark areas with voids.

Using drill, drill a series holes as determined by contractor or engineer based on actual site conditions over area to be grouted. Over large areas stagger holes in an offset grid pattern by one half the distance spacing per row. Manufacturer of polyurethane resin can be contacted for assistance in hole pattern.

Use a 1/4" rod, dowel, or other instrument to determine depth of void under slab. After determining amount of void, calculate approximate amount of resin needed.

Using meter-mix, positive displacement pump, inject pre-determined amount (to be based on field conditions) of Prime-Flex 985 Structural Foam into void.

left open for venting of excess foam or plugged of with a wood dowel or other means. Removing plugs will also assist in relieving pressure by allowing excess foam to release out top.

After foam has fully reacted shave excess from slab surface. Holes may be left filled with foam or drilled out and filled as directed by engineer or owner.

(D) Cleaning

- (1) Clean the substrate to produce a finish appearance acceptable to the Engineer and Owner. Shave excess foam from area.
- (2) Clean tools and equipment with MEK or Xylene immediately after use. Cured polyurethane foam can only be removed mechanically. Clean skin with soap and water, NEVER solvent.
- (3) Leave work area neat, clean, safe and without evidence of spillovers onto adjacent areas.

Measurement and Payment

The quantity of material to be paid for shall be the quantity actual used, based on the contract unit price shown on the bid form. Only those items shown on the bid sheet shall be paid for directly. All other labor, tool, equipment, and incidentals necessary for the completion of the project shall be considered incidental to the contract bid items.

Payment will be made under:

Pay Item	Pay Unit
Structural Foam Void Fill/Stabilization	Gallons

TRAFFIC CONTROL:

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, *2012 Standard Specifications*, *2018 Roadway Standard Drawings*, and the current edition of the *Manual of Uniform Traffic Control Devices* (MUTCD).

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

When a temporary lane closure on a multi-lane roadway is shifted to another lane, the contractor will be paid for a Lane Closure Shift. On 2-lane, 2-way roadways, the contractor will be paid one Temporary Lane Closure for both lanes per location per day.

Payment will be made under:

Pay Item	Pay Unit
Temporary Lane Closure (2-Lane, 2-Way Roadway)	Each
Temporary Lane Closure (Multi-Lane Roadway)	Each
Lane Closure Shift (Multi-Lane Roadway)	Each
Nighttime Temporary Lane Closure (2-Lane, 2-Way Roadway)	Each
Nighttime Temporary Lane Closure (Multi-Lane Roadway)	Each
Nighttime Lane Closure Shift (Multi-Lane Roadway)	Each

WORK ZONE INSTALLER:

(7-20-21)(Rev. 8-16-22)

1101, 1150

SP11 R04

Provide the service of at least one qualified work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way. The qualified work zone installer shall serve as crew leader and shall be on site and directing the installation and removal of temporary traffic control. If multiple temporary traffic control installations or removals are occurring simultaneously, then each shall have a qualified work zone installer.

The work zone installer shall be qualified by an NCDOT approved training agency or other NCDOT approved training provider in the safe and competent set up of temporary traffic control. For a complete listing of approved training agencies, see the Work Zone Safety Training webpage.

A work zone supervisor, in accordance with Article 1101-13 of the *Standard Specifications*, may fulfill the role of the work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way provided they are on site and directing the installation and removal of temporary traffic control.

All other individuals participating in the setup, installation, and removal of temporary traffic control within the highway right of way shall be certified as a qualified flagger in accordance with Article 1150-3 of the *Standard Specifications*, even if flagging is not being performed as part of the traffic control.

Provide the name and contact information of all qualified work zone installers to the Engineer prior to or at the preconstruction conference. Additionally, provide a qualification statement that all other individuals participating in the setup, installation, and removal of temporary traffic control are qualified flaggers that have been properly trained through an NCDOT approved training agency or other NCDOT approved training provider.

All certification records for qualified work zone installers and flaggers shall be uploaded by the approved training agency or other NCDOT approved training provider to the Department's Work Zone Education Verification App (WZ-EVA) prior to the qualified work zone installer or flagger performing any traffic control duties on the project. For more information about WZ-EVA, see the Work Zone Safety Training webpage.

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(D) of the *2018 Standard Specifications*.

STANDARD SPECIAL PROVISION**ERRATA**

(10-16-18) (Rev. 8-16-22)

Z-4

Revise the *2018 Standard Specifications* as follows:

Division 4

Page 4-84, Article 458-5 MEASUREMENT AND PAYMENT, line 31, replace article number “454-1” with “458-1”.

Division 6

Page 6-7, Article 609-1 DESCRIPTION, line 29, replace article number “609-10” with “609-9”.

Page 6-26, Subarticle 610-13(A)(1) Acceptance for New Construction, line 31, replace Table number “610-7” with “610-8”.

Page 6-29, Subarticle 610-13(B) North Carolina Hearne Straightedge, line 32, replace Table number “610-8” with “610-9”.

Page 6-31, Article 610-14 DENSITY ACCEPTANCE, Specified Density prior to line 30 and line 32, replace Table number “610-6” with “610-7”.

Division 7

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

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

Division 10

Page 10-37, Article 1012-4, LIGHTWEIGHT AGGREGATE, line 4, replace Table number “1012-8” with “1012-5”.

Page 10-78, Article 1056-4 GEOTEXTILES, TABLE 1056-1, Permittivity, Type 2, replace “Table 6^D” with “Table 7^D” and **Permittivity, Type 3^B,** replace “Table 7^D” with “Table 8^D”.

Page 10-121, Article 1076-7, REPAIR OF GALVANIZING, line 8, replace article number “1080-9” with “1080-7”.

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

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

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

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

Division 17

Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, lines 42-44, replace the second sentence with the following:

An example is an installation of a single 1.25 inch HDPE conduit would be paid as:

Directional Drill (1)(1.25") Linear Foot

Page 17-15, Subarticle 1715-3(E) Bore and Jack, line 5, replace article number “1540-4” with “1550-4”.

Page 17-15, Subarticle 1715-3(E) Bore and Jack, lines 10 & 11, replace "*NCDOT Policies and Procedures for Accommodating Utilities on Highway Rights of Way*" with "*NCDOT Utilities Accommodations Manual*".

STANDARD SPECIAL PROVISION**PLANT AND PEST QUARANTINES**

**(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, Guava Root Knot Nematode,
And Other Noxious Weeds)**

(3-18-03) (Rev. 5-21-19)

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or <https://www.ncagr.gov/plantindustry/Plant/quaran/table2.htm> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

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

(6-28-77)(Rev 6/19/2018)

Z-6

Revise the *2018 Standard Specifications* as follows:

Replace Article 103-4(B) with the following:

The North Carolina Department of Transportation is committed to carrying out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts.

The provisions of this section related to United States Department of Transportation (US DOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21, 23 United States Code (U.S.C.) 140 and 23 CFR part 200 (or 49 CFR 303, 49 U.S.C. 5332 or 49 U.S.C. 47123) are applicable to all North Carolina Department of Transportation (NCDOT) contracts and to all related subcontracts, material supply, engineering, architectural and other service contracts, regardless of dollar amount. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.

(1) Title VI Assurances (USDOT Order 1050.2A, Appendix A)

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

(a) Compliance with Regulations

The contractor (hereinafter includes consultants) shall comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(b) Nondiscrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(d) Information and Reports

The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance:

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it and/or the FHWA may determine to be appropriate, including, but not limited to:

- (i) Withholding payments to the contractor under the contract until the contractor complies; and/or
 - (ii) Cancelling, terminating, or suspending a contract, in whole or in part.
- (f) Incorporation of Provisions

The contractor shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(2) Title VI Nondiscrimination Program (23 CFR 200.5(p))

The North Carolina Department of Transportation (NCDOT) has assured the USDOT that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, sex, age, or disability (including religion/creed or income-level, where applicable), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT must also comply with Title VI and related authorities, therefore:

- (a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:
 1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.
 2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
 3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:

“The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award.”

4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
 5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
 6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
- (d) The Contractor is responsible for notifying subcontractors of NCDOT's External Discrimination Complaints Process.
1. **Applicability**
Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.
 2. **Eligibility**
Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.
 3. **Time Limits and Filing Options**
Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:
 - (i) The date of the alleged act of discrimination; or
 - (ii) The date when the person(s) became aware of the alleged discrimination; or
 - (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.Title VI and related discrimination complaints may be submitted to the following entities:
 - North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
 - Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
 - US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070
 4. **Format for Complaints**
Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
 5. **Discrimination Complaint Form**
Contact NCDOT Civil Rights to receive a full copy of the Discrimination Complaint Form and procedures.

6. Complaint Basis

Allegations must be based on issues involving race, color, national origin (LEP), sex, age, disability, or religion (in the context of employment, aviation or transit). “Basis” refers to the complainant’s membership in a protected group category.

TABLE 103-1 COMPLAINT BASIS			
Protected Categories	Definition	Examples	Applicable Nondiscrimination Authorities
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. (<i>Executive Order 13166</i>)
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin (<i>Limited English Proficiency</i>)	Place of birth. Citizenship is not a factor. (<i>Discrimination based on language or a person’s accent is also covered</i>)	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual. <i>Note: Sex under this program does not include sexual orientation.</i>	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Religion (in the context of employment) (<i>Religion/ Creed in all aspects of any aviation or transit-related construction</i>)	An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. <i>Note: Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.</i>	Muslim, Christian, Sikh, Hindu, etc.	Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. (<i>49 U.S.C. 5332(b); 49 U.S.C. 47123</i>)

(3) Pertinent Nondiscrimination Authorities

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

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- (i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- (l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- (m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).

(4) Additional Title VI Assurances

***The following Title VI Assurances (Appendices B, C and D) shall apply, as applicable*

- (a) Clauses for Deeds Transferring United States Property (1050.2A, Appendix B)
The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the North Carolina Department of Transportation (NCDOT) will accept title to the lands and maintain the project constructed thereon in accordance with the North Carolina General Assembly, the Regulations for the Administration of the Federal-Aid Highway Program, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the NCDOT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the North Carolina Department of Transportation (NCDOT) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the NCDOT, its successors and assigns.

The NCDOT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the NCDOT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

(b) Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program (1050.2A, Appendix C)

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(a):

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

- (i.) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
 3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *
- (*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)
- (c) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program (1050.2A, Appendix D)
- The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(b):
1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
 2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the NCDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
 3. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *
- (*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

STANDARD SPECIAL PROVISION**ON-THE-JOB TRAINING**

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

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

LISTING OF MBE/WBE SUBCONTRACTORS

Sheet _____ of _____

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

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

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

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

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

LISTING OF MBE/WBE SUBCONTRACTORS

Sheet _____ of _____

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

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

MBE Percentage of Total Contract Bid Price _____%

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

WBE Percentage of Total Contract Bid Price _____%

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

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

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

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

ADDENDUM(S)

ADDENDUM #1

I, _____
(SIGNATURE)

representing _____

Acknowledge receipt of Addendum #1.

ADDENDUM #2

I, _____
(SIGNATURE)

representing _____

Acknowledge receipt of Addendum #2.

ADDENDUM #3

I, _____
(SIGNATURE)

representing _____

Acknowledge receipt of Addendum #3.

CONTRACT: 12053245
WBS ELEMENTS: TBA
COUNTIES: Beaufort, Carteret, Craven, Greene, Jones, Lenoir, Pamlico, Pitt
DESCRIPTION: Replacement/Repair of Bridge Expansion Joints, Deck Repairs, and Foam Injections at Various Bridge Sites

BID OPENING: NOVEMBER 23, 2022

LINE NO.	SEC NO.	ITEM DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE (\$)	AMOUNT BID (\$)
1	SP	MOBILIZATION	10	EA		
2	SP	SILICON JOINT REPLACEMENT (LESS THAN 1" WIDE)	500	LF		
3	SP	SILICON JOINT REPLACEMENT (1" TO 2" WIDE)	500	LF		
4	SP	SILICON JOINT REPLACEMENT (GREATER THAN 2" WIDE)	500	LF		
5	SP	EVAZOTE JOINT REPLACEMENT	500	LF		
6	SP	SYNTHETIC RUBBER EXPANSION JOINT (1" TO 2" WIDE)	400	LF		
7	SP	SYNTHETIC RUBBER EXPANSION JOINT (2" TO 3.5" WIDE)	400	LF		
8	SP	ASPHALT JOINT REPAIR/ REPLACEMENT (18-24" WIDE, W/ PLATE)	100	CF		
9	SP	JOINT REPAIR USING ELASTOMERIC CONCRETE	50	CF		
10	SP	EPOXY OVERLAYS	30,000	SF		
11	SP	ASPHALT/CONCRETE DECK REPAIR (HOT APPLIED MASTIC ASPHALT BINDER)	15,000	LB		
12	SP	ASPHALT/CONCRETE DECK REPAIR (HOT APPLIED SYNTHETIC POLYMER RESIN)	15,000	LB		
13	SP	SLAB LEVELING, UNDERSEALING AND VOID FILLING	5,000	LB		
14	SP	SOIL STABILIZATION	400	GAL		
15	SP	STRUCTURAL FOAM VOID FILL/ STABILIZATION	50	GAL		
16	SP	TEMPORARY LANE CLOSURE (2-LANE, 2-WAY ROADWAY)	40	EA		
17	SP	TEMPORARY LANE CLOSURE (MULTI-LANE ROADWAY)	40	EA		
18	SP	LANE CLOSURE SHIFT (MULTI-LANE ROADWAY)	25	EA		
19	SP	NIGHTTIME TEMPORARY LANE CLOSURE (2-LANE, 2-WAY ROADWAY)	25	EA		

20	SP	NIGHTTIME TEMPORARY LANE CLOSURE (MULTI-LANE ROADWAY)	25	EA		
21	SP	NIGHTTIME TEMPORARY LANE CLOSURE SHIFT (MULTI-LANE ROADWAY)	40	EA		

THE CONTRACTOR SHALL NOTE THAT THE CONTRACT QUANTITIES PROVIDED ARE USED SOLELY FOR DETERMINING THE LOWEST RESPONSIBLE BIDDER. NO MINIMUM AMOUNT OF WORK IS GUARANTEED UNDER THIS CONTRACT.

TOTAL BID FOR PROJECT: _____

CONTRACTOR _____ FEDERAL ID: _____

ADDRESS _____

PHONE _____

AUTHORIZED AGENT _____ TITLE _____

SIGNATURE _____ DATE _____

EXECUTION OF BID

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

CORPORATION

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States 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 any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. §133-24* within the last three years, and that the prequalified bidder intends to do the work with his own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting 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 PREQUALIFIED BIDDER

_____ Full name of Corporation

_____ Address as Prequalified

Attest _____ By _____
Secretary/Assistant Secretary President/Vice President/Assistant Vice President
(Select appropriate title) (Select appropriate title)

_____ Print or type Signer's name _____ Print or type Signer's name

CORPORATE SEAL

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

PARTNERSHIP

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States 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 any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting 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 PREQUALIFIED BIDDER

Full Name of
Partnership

Address as
Prequalified

Signature of Witness

Signature of Partner

Print or Type Signer's Name

Print or Type Signer's Name

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

LIMITED LIABILITY COMPANY

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States 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 any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting 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 PREQUALIFIED BIDDER

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

**NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION
INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States 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 any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting 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 PREQUALIFIED BIDDER

Name of Prequalified Bidder _____
Individual Name

Trading and Doing Business As _____
Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Prequalified Bidder, Individual

Print or Type Signer's Name

Print or Type Signer's Name

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States 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 any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting 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 PREQUALIFIED BIDDER

Name of Prequalified Bidder _____
Print or Type Name

Address as Prequalified

Signature of Prequalified Bidder, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

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 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: 12053245

County: Beaufort, Carteret, Craven, Greene, Jones, Lenoir, Pamlico and Pitt Counties

ACCEPTED BY THE DEPARTMENT

Division Contract Engineer

Date

EXECUTION OF CONTRACT AND BONDS
APPROVED AS TO FORM:

Division Project Development Engineer

Date

Signature Sheet (Bid) - ACCEPTANCE SHEET