

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
HIGHWAY DIVISION 4

## PROPOSAL

**DATE AND TIME OF BID OPENING:** March 27, 2018 AT 2:00 PM

**CONTRACT ID:** DD00251

**WBS ELEMENT NO.:** 2019CPT.04.05.10331, 2019CPT.04.05.20331

**FEDERAL AID NO.:** n/a

**COUNTY:** Edgecombe County

**TIP NO.:** n/a

**MILES:** 30.27 MILES

**ROUTE NO.:** VARIOUS

**LOCATION:** VARIOUS

**TYPE OF WORK:** RESURFACING

**NOTICE:**

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

THIS IS A ROADWAY PROJECT.

BID BONDS ARE REQUIRED.

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NAME OF BIDDER

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ADDRESS OF BIDDER

**PROPOSAL FOR THE CONSTRUCTION OF  
CONTRACT No. DD00251 IN EDGECOMBE COUNTY, NORTH CAROLINA**

**March 27, 2018**

**DEPARTMENT OF TRANSPORTATION,  
WILSON, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **DD00251**; 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. **DD00251** in **Edgecombe County**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

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

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

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

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

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

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PROPOSAL SHEET**

THIS CONTRACT IS **DD00251** FOR **RESURFACING** TYPE OF WORK IN **EDGECOMBE COUNTY**.

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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.**

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

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

### **ELECTRONIC ON-LINE BID THRU BID EXPRESS:**

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

**PROJECT SPECIAL PROVISIONS****GENERAL****BOND REQUIREMENTS:**

(06-01-16)

102-8, 102-10

SPD 01-420A

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

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

**REQUIRED PRECONSTRUCTION MEETING:**

**The Contractor shall contact Kristin Barnes, PE, District Engineer, at (252)583-4230 to arrange the required pre-construction meeting. The project superintendent is required to attend.**

The proposed progress schedule must be submitted to the Division Construction Engineer seven (7) days prior to the date of the preconstruction meeting. At the preconstruction meeting the Contractor shall supply the following information:

- Name of persons authorized to sign Supplemental Agreements
- Name of the EEO Officer and Minority Liaison Officer
- Name of the Erosion Control and Sediment Control/Storm Water Certified Supervisor, Certified Foreman, Certified Installer, and Certified Designer
- Name of the Work Zone Traffic Control Supervisor
- Buy America Certification

**CONTRACT TIME AND LIQUIDATED DAMAGES:**

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

108

SP1 G10 A

The date of availability for this contract is **May 1, 2018**.

The completion date for this contract is **December 13, 2019**.

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

The liquidated damages for this contract are **One Thousand Dollars (\$ 1,000.00)** per calendar day.

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

The Contractor shall adhere to the time limitations for replacement of pavement markings provided by the Contract and Standard Specifications as applicable for each map given the facility and marking type.

The date of availability for this intermediate contract time for each facility type and pavement marking type will be the date when the Contractor elects to obliterate or overlay the existing markings on any particular map or portion thereof.

The completion date for this intermediate contract time for pavement marking replacement will replacement deadline date based on facility type and marking type governed by the Contract and Standard Specifications after the date of availability.

The liquidated damages are **Five Hundred Dollars (\$ 500.00)** per calendar day.

**INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:**

(5-21-13)

108

SP1 G14 I

The Contractor shall complete the work required of installing each new inductive loop after the removal of each existing loop by the milling, patching or resurfacing operations and shall place and maintain traffic on same.

The date of availability for this intermediate contract time for each inductive loop installation will be the date when the Contractor elects to disturb the existing inductive loop.

The completion date for this intermediate contract time for each inductive loop installation will be the date which is seven (7) consecutive calendar days after the date of availability.

The liquidated damages are **Five Hundred Dollars (\$ 500.00)** per calendar day.

**INTERMEDIATE CONTRACT TIME NUMBER 3 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 **6:00 PM** December 31st and **7:00 AM** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **7:00 AM** the following Tuesday.
3. For **Easter**, between the hours of **6:00 PM** Thursday and **7:00 AM** Monday.

4. For **Memorial Day**, between the hours of **6:00 PM** Friday and **7:00 AM** Tuesday.
5. For **Independence Day**, between the hours of **6:00 PM** the day before Independence Day and **7:00 AM** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 PM** the Thursday before Independence Day and **7:00 AM** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **6:00 PM** Friday and **7:00 AM** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 PM** Tuesday and **7:00 AM** Monday.
8. For **Christmas**, between the hours of **6:00 PM** the Friday before the week of Christmas Day and **7:00 AM** 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 **One Hundred Dollars (\$ 100.00)** per hour.

**PROSECUTION OF WORK:**

(7-1-95) (Rev. 8-21-12)

108

SP1 G15R

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **\$100.00** will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work on time.

**RAILROAD GRADE CROSSING:**

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

107-9

SP1 G17R

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

**NO MAJOR CONTRACT ITEMS:**

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

104

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. 2-18-14)

109-8

SP1 G43

Revise the *2018 Standard Specifications* as follows:

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

The base index price for DIESEL #2 FUEL is \$ **2.0070** 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<br>Factor Diesel |
|---|---------|-----------------------------|
| Unclassified Excavation                         | Gal/CY  | 0.29                        |
| Borrow Excavation                               | Gal/CY  | 0.29                        |
| Class IV Subgrade Stabilization                 | Gal/Ton | 0.55                        |
| Aggregate Base Course                           | Gal/Ton | 0.55                        |
| Sub-Ballast                                     | Gal/Ton | 0.55                        |
| Asphalt Concrete Base Course, Type ____         | Gal/Ton | 2.90                        |
| Asphalt Concrete Intermediate Course, Type ____ | Gal/Ton | 2.90                        |
| Asphalt Concrete Surface Course, Type ____      | Gal/Ton | 2.90                        |
| Open-Graded Asphalt Friction Course             | Gal/Ton | 2.90                        |
| Permeable Asphalt Drainage Course, Type ____    | Gal/Ton | 2.90                        |
| Sand Asphalt Surface Course, Type ____          | Gal/Ton | 2.90                        |
| Aggregate for Cement Treated Base Course        | Gal/Ton | 0.55                        |
| Portland Cement for Cement Treated Base Course  | Gal/Ton | 0.55                        |
| __" Portland Cement Concrete Pavement           | Gal/SY  | 0.245                       |
| Concrete Shoulders Adjacent to __" Pavement     | Gal/SY  | 0.245                       |



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

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

102-15(J)

SP1 G67

**Description**

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

**Definitions**

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

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

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

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

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

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

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

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

*North Carolina Unified Certification Program (NCUCP)* - A program that provides comprehensive services and information to applicants for MBE/WBE certification.

The MBE/WBE program follows the same regulations as the federal Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **MBE and WBE Goal**

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

(A) Minority Business Enterprises **3.0 %**

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

(B) Women Business Enterprises **4.0 %**

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

## **Directory of Transportation Firms (Directory)**

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

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

### Listing of MBE/WBE Subcontractors

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

#### (A) Electronic Bids

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

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

#### (B) Paper Bids

- (1) *If either the MBE or WBE goal is more than zero,*
  - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.
  - (b) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have MBE and WBE participation indicated on the

appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.

- (c) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the corresponding goal.
- (2) *If either the MBE or WBE goal is zero, entries on the Listing of MBE and WBE Subcontractors are not required for the zero goal, however any MBE or WBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.*

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

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

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

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

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

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

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

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

### **Banking MBE/WBE Credit**

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

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

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

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

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

One complete set and 1 electronic copy (.PDF format) of this information shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

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

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

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

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

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

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

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

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

- (1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the MBE and WBE goals.
- (2) The bidders' past performance in meeting the MBE and WBE goals.
- (3) The performance of other bidders in meeting the MBE and WBE goals. For example, when the apparent successful bidder fails to meet the goals, but others meet it, you may reasonably raise the question of whether, with additional



reasonable efforts the apparent successful bidder could have met the goals. If the apparent successful bidder fails to meet the MBE and WBE goals, but meets or exceeds the average MBE and WBE participation obtained by other bidders, the Department may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

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

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

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

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

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

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

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

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

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

A MBE/WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the MBE contract goal requirement. The same holds for work that a WBE subcontracts to another WBE firm. Work that a MBE subcontracts to a non-MBE firm does not count toward the MBE contract goal requirement. Again, the same holds true for the work that a WBE subcontracts to a non-WBE firm. If a MBE or WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or WBE is not performing a commercially useful function. The

MBE/WBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption may be subject to review by the Office of Inspector General, NCDOT.

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

**Commercially Useful Function**

(A) MBE/WBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually

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

(B) MBE/WBE Utilization in Trucking

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

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

Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.

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

### **MBE/WBE Replacement**

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

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

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

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

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

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

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

(B) Decertification Replacement

- (1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
- (2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another similarly certified MBE/WBE subcontractor to perform at least the same amount of work to meet the MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

**Changes in the Work**

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

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

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

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

### **Reports and Documentation**

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

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

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

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

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

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

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

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

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

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

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

#### **Failure to Meet Contract Requirements**

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

#### **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****SHOULDER WEDGE:**

(9-20-11) (Rev. 8-21-12)

610

SP6 R03R

Revise the *2018 Standard Specifications* as follows:

**Page 6-21, Article 610-8, SPREADING AND FINISHING**, add the following after line 39:

Attach a device, mounted on screed of paving equipment, capable of constructing a shoulder wedge with an angle of 30 degrees plus or minus 4 degrees along the outside edge of the roadway, measured from the horizontal plane in place after final compaction on the final surface course. Use an approved mechanical device which will form the asphalt mixture to produce a wedge with uniform texture, shape and density while automatically adjusting to varying heights.

Payment for use of this device will be incidental to the other pay items in the contract.

**PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:**

(11-21-00)

620

SP6 R25

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the *2018 Standard Specifications*.

The base price index for asphalt binder for plant mix is **\$ 429.00** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **March 1, 2018**.

**FINAL SURFACE TESTING NOT REQUIRED:**

(5-18-04) (Rev. 2-16-16)

610

SP6 R45

Final surface testing is not required on this project in accordance with Section 610-13, *Final Surface Testing and Acceptance*.

**RESURFACING EXISTING BRIDGES (with Milling):**

(3-20-12) (Rev. 8-21-12)

SP6 R61BR

The Contractor's attention is directed to the fact that he will be required to mill and resurface the bridges on this project if directed by the Engineer.

Place the surface so as to follow a grade line set by the Engineer with the minimum thickness as shown on the sketch herein or as directed by the Engineer. State Forces will make all necessary repairs to the bridge floors prior to the time that the Contractor places the proposed surfacing. Give the Engineer at least 15 days' notice prior to the expected time to begin operations so that State Forces will have sufficient time to complete their work.



At all bridges that are not to be resurfaced, mill a taper into existing pavement for a length of 25 feet per inch of final surface. A temporary asphalt wedge will be required immediately after milling to ensure smooth travel if the final layer of surface course is not placed on the same day as milling.

### **ASPHALT CONCRETE PLANT MIX PAVEMENTS:**

(2-20-18)

610, 1012

SP6 R65

Revise the *2018 Standard Specifications* as follows:

**Page 6-17, Table 610-1, MIXING TEMPERATURE AT THE ASPHALT PLANT**, replace with the following:

| <b>TABLE 610-1<br/>MIXING TEMPERATURE AT THE ASPHALT PLANT</b> |                        |
|--|------------------------|
| <b>Binder Grade</b>  | <b>JMF Temperature</b> |
| PG 58-28; PG 64-22   | 250 - 290°F            |
| PG 76-22   | 300 - 325°F            |

**Page 6-17, Subarticle 610-3(C), Job Mix Formula (JMF), lines 38-39**, delete the fourth paragraph.

**Page 6-18, Subarticle 610-3(C), Job Mix Formula (JMF), line 12**, replace “SF9.5A” with “S9.5B”.

**Page 6-18, Table 610-3, MIX DESIGN CRITERIA**, replace with the following:

| TABLE 610-3<br>MIX DESIGN CRITERIA |  |                                    |                      |      |                              |                        |           |         |        |
|------------------------------------|--|------------------------------------|----------------------|------|------------------------------|------------------------|-----------|---------|--------|
| Mix<br>Type                        | Design<br>ESALs<br>millions <sup>A</sup>                     | Binder<br>PG<br>Grade <sup>B</sup> | Compaction<br>Levels |      | Max.<br>Rut<br>Depth<br>(mm) | Volumetric Properties  |           |         |        |
|                                    |  |                                    | Gmm @                |      |                              | VMA                    | VTM       | VFA     | % Gmm  |
|                                    |  |                                    | Nini                 | Ndes |                              |                        |           |         |        |
| S4.75A                             | < 1  | 64 - 22                            | 6                    | 50   | 11.5                         | 16.0                   | 4.0 - 6.0 | 65 - 80 | ≤ 91.5 |
| S9.5B                              | 0 - 3  | 64 - 22                            | 6                    | 50   | 9.5                          | 16.0                   | 3.0 - 5.0 | 70 - 80 | ≤ 91.5 |
| S9.5C                              | 3 - 30   | 64 - 22                            | 7                    | 65   | 6.5                          | 15.5                   | 3.0 - 5.0 | 65 - 78 | ≤ 90.5 |
| S9.5D                              | > 30   | 76 - 22                            | 8                    | 100  | 4.5                          | 15.5                   | 3.0 - 5.0 | 65 - 78 | ≤ 90.0 |
| I19.0C                             | ALL  | 64 - 22                            | 7                    | 65   | -                            | 13.5                   | 3.0 - 5.0 | 65 - 78 | ≤ 90.5 |
| B25.0C                             | ALL  | 64 - 22                            | 7                    | 65   | -                            | 12.5                   | 3.0 - 5.0 | 65 - 78 | ≤ 90.5 |
|                                    | Design Parameter   |                                    |                      |      |                              | Design Criteria        |           |         |        |
| All Mix<br>Types                   | Dust to Binder Ratio (P <sub>0.075</sub> / P <sub>be</sub> ) |                                    |                      |      |                              | 0.6 - 1.4 <sup>C</sup> |           |         |        |
|                                    | Tensile Strength Ratio (TSR) <sup>D</sup>                    |                                    |                      |      |                              | 85% Min. <sup>E</sup>  |           |         |        |

**A.** Based on 20 year design traffic.

**B.** Volumetric Properties based on specimens compacted to N<sub>des</sub> as modified by the Department.

**C.** Dust to Binder Ratio (P<sub>0.075</sub> / P<sub>be</sub>) for Type S4.75A is 1.0 - 2.0.

**D.** NCDOT-T-283 (No Freeze-Thaw cycle required).

**E.** TSR for Type S4.75A & B25.0C mixes is 80% minimum.

**Page 6-19, Table 610-5, BINDER GRADE REQUIREMENTS (BASED ON RBR%),** replace with the following:

| Mix Type                                   | %RBR $\leq$ 20%       | 21% $\leq$ %RBR $\leq$ 30% | %RBR > 30% |
|--|-----------------------|----------------------------|------------|
| S4.75A,<br>S9.5B, S9.5C,<br>I19.0C, B25.0C | PG 64-22              | PG 64-22 <sup>A</sup>      | PG 58-28   |
| S9.5D, OGFC                                | PG 76-22 <sup>B</sup> | n/a                        | n/a        |

**Page 6-20, Table 610-6, PLACEMENT TEMPERATURES FOR ASPHALT,** replace with the following:

| TABLE 610-6<br>PLACEMENT TEMPERATURES FOR ASPHALT |                                     |
|---|-------------------------------------|
| Asphalt Concrete Mix Type                         | Minimum Surface and Air Temperature |
| B25.0C  | 35°F                                |
| I19.0C  | 35°F                                |
| S4.75A, S9.5B, S9.5C                              | 40°F <sup>A</sup>                   |
| S9.5D   | 50°F                                |

A. If the mix contains any amount of RAS, The virgin binder shall be PG 58-28.

**Page 6-23, Table 610-7, DENSITY REQUIREMENTS,** replace with the following:

| TABLE 610-7<br>DENSITY REQUIREMENTS |   |
|-------------------------------------|---|
| Mix Type                            | Minimum % G <sub>mm</sub><br>(Maximum Specific Gravity) |
| S4.75A                              | 85.0 <sup>A</sup>                                       |
| S9.5B                               | 90.0  |
| S9.5C, S9.5D, I19.0C, B25.0C        | 92.0  |

A. Compaction to the above specified density will be required when the S4.75A mix is applied at a rate of 100 lbs/sy or higher.

**Page 6-32, Article 610-16 MEASUREMENT AND PAYMENT,** replace with the following:

| Pay Item  | Pay Unit |
|---|----------|
| Asphalt Concrete Base Course, Type B25.0C         | Ton      |
| Asphalt Concrete Intermediate Course, Type I19.0C | Ton      |
| Asphalt Concrete Surface Course, Type S4.75A      | Ton      |

|   |     |
|---|-----|
| Asphalt Concrete Surface Course, Type S9.5B | Ton |
| Asphalt Concrete Surface Course, Type S9.5C | Ton |
| Asphalt Concrete Surface Course, Type S9.5D | Ton |

**Page 10-30, Table 1012-1, AGGREGATE CONSENSUS PROPERTIES,** replace with the following:

| Mix Type              | Coarse Aggregate Angularity <sup>B</sup> | Fine Aggregate Angularity % Minimum | Sand Equivalent % Minimum | Flat and Elongated 5 : 1 Ratio % Maximum |
|-----------------------|--|-------------------------------------|---------------------------|--|
| <i>Test Method</i>    | <i>ASTM D5821</i>                        | <i>AASHTO T 304</i>                 | <i>AASHTO T 176</i>       | <i>ASTM D4791</i>                        |
| S4.75A; S9.5B         | 75 / -                                   | 40                                  | 40                        | -  |
| S9.5C; I19.0C; B25.0C | 95 / 90                                  | 45                                  | 45                        | 10                                       |
| S9.5D                 | 100 / 100                                | 45                                  | 50                        | 10                                       |
| OGFC                  | 100 / 100                                | 45                                  | 45                        | 10                                       |
| UBWC                  | 100 / 85                                 | 45                                  | 45                        | 10                                       |

**A.** Requirements apply to the design aggregate blend.

**B.** 95 / 90 denotes that 95% of the coarse aggregate has one fractured face and 90% has 2 or more fractured faces.

### **PAVING INTERSECTIONS:**

(7-1-95) (Rev. 8-21-12)

610

SP6 R67BR

Condition, prime, and surface all unpaved intersections back from the edge of the pavement on the main line of the project a minimum distance of 50 feet. The pavement placed in the intersections shall be of the same material and thickness placed on the mainline of the project.

Resurface all paved intersections back to the ends of the radii, or as directed by the Engineer.

Widen the pavement on curves as directed by the Engineer.

### **PAVING DRIVEWAYS AND MAILBOX TURNOUTS:**

(8-21-12)

610

SP6 R70BR

Condition, prime, and surface all driveway and mailbox turnouts as directed by the Engineer. Place pavement on driveway and mailbox turnouts of the same material as used on the main line and in depths directed by the Engineer. Widen the pavement on curves as directed by the Engineer.

**TRENCHING FOR BASE COURSE:**

(7-1-95) (Rev.1-19-16)

610

SP6 R79AR

Perform all trenching necessary to place the asphalt concrete base course widening in accordance with the typical sections, at locations shown on the sketch maps, and as directed by the Engineer.

Perform the trenching for the base course on the same day that the base course is to be placed. If the base course cannot be placed on the same day the trench section is excavated, backfill the trench with earth material and compact it to the satisfaction of the Engineer. Once the trench is open, perform backfilling and re-opening of the trench at no cost to the Department.

The Contractor will be restricted to widening one side of the project at a time unless otherwise permitted by the Engineer. In widening, operate equipment and conduct operations in the same direction as the flow of traffic.

Compact the asphalt concrete base course in the widened areas using means and methods acceptable to the Engineer. Density testing will be performed in accordance with Section 10.3.4 of the *QMS Manual*.

Place the excavated material from trenching operation on the adjacent shoulder area as directed by the Engineer. Cut adequate weep holes in the excavated material to provide for adequate drainage as directed by the Engineer. Remove all excavated material from all drives to provide ingress and egress to abutting properties and from in front of mailboxes and paper boxes. Saw a neat edge and remove all asphalt and/or concrete driveways, and existing asphalt widening, as directed by the Engineer, to the width of the widening and dispose of any excavated concrete or asphalt materials. Properly reconnect driveways.

Upon completion of the paving operation, backfill the trench to the satisfaction of the Engineer. Properly dispose of any excess material remaining after this operation.

No direct payment will be made for trenching, sawing, and removal of driveways, depositing material on shoulder area, backfilling trench, or removal of spoil material, as the cost of this work shall be included in the bid unit price per ton for *Asphalt Concrete Base Course, Type \_\_\_\_*.

**ADJUSTMENT OF MANHOLES, METER BOXES, AND VALVE BOXES:**

(7-1-95) (Rev. 8-21-12)

858

SP8 R97R

The Contractor's attention is directed to Article 858-3 of the *2018 Standard Specifications*. Cast iron or steel fittings will not be permitted for the adjustment of manholes, meter boxes, and valve boxes on this project.

**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**

(2-12-18)

Z-4

Revise the *2018 Standard Specifications* as follows:

**Division 7**

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

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

**Division 10**

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

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

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

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

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

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

Z-04a

**Within Quarantined Area**

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

**Originating in a Quarantined County**

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

**Contact**

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

**Regulated Articles Include**

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

**STANDARD SPECIAL PROVISION****MINIMUM WAGES**

(7-21-09)

Z-5

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

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

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

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

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

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

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



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

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

Z-10

**Description**

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

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

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

**Minorities and Women**

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

**Assigning Training Goals**

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

### **Training Classifications**

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

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

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

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

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

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

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

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

**Records and Reports**

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

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

**Trainee Interviews**

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

**Trainee Wages**

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

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

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

**Achieving or Failing to Meet Training Goals**

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

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

**Measurement and Payment**

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

# TC-1

## **WORK ZONE TRAFFIC CONTROL GENERAL REQUIREMENTS**

### **TEMPORARY TRAFFIC CONTROL (TTC):**

(7-16-13)(Rev. 1-16-18)

RWZ-1

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *2018 Standard Specifications* and the following provisions:

Install Work Zone Advance Warning Signs in accordance with the detail drawing provided in these plans prior to beginning any other work. Use a lane closure or slow moving operation to complete the work, as necessary, unless otherwise indicated. Refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02, 1130.01 1135.01 and 1180.01 of the *2018 Roadway Standard Drawings*. Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to attached details and Standard Drawing No. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, and 1180.01 of the *2018 Roadway Standard Drawings* when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal. Properly ballasted cones and skinny drums may be used instead of drums. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 1 mile in length at any given time on 2 Lane, 2 Way facilities unless otherwise approved by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the *2018 Standard Specifications* and the Engineer.

When personnel and/or equipment are working on the shoulder adjacent to and within 5 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *2018 Roadway Standard Drawings*. When personnel and/or equipment are working within a lane of travel of an undivided facility, close the lane according to the traffic control plans, *2018 Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

When utilizing a slow-moving operation for such items as pavement marking and marker placement, the operation shall consist of the vehicles and devices as shown on Roadway Standard Drawing No. 1101.02, sheet 11 or 12 of the *2018 Roadway Standard Drawings*. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

## TC-2

### **PAVING OPERATIONS:**

#### **1) Paving Lift Requirements and Time Limitations:**

For paving lifts of 2.0 inches or less, bring all newly resurfaced lanes to the same station and elevation within 72 hours. If not brought up to the same station and elevation within 72 hours, the Contractor shall place portable “UNEVEN PAVEMENT” signs in advance of the uneven pavement and spaced every 1/2 mile along the section of uneven pavement. Once mitigated, all portable “UNEVEN PAVEMENT” signs shall be removed. No additional compensation will be made for these signs or any other type of portable warning signs as these are included in the “Temporary Traffic Control” contract pay item.

For paving lifts greater than 2 inches, bring all newly resurfaced lanes to the same station and elevation by the end of each work day unless the Contractor utilizes the notched wedge paving methods as described below.

**Failure to comply with the following requirements will result in a suspension of all other operations until all lanes of traffic are brought to the same station and elevation:**

1. During paving operations, any paving lift greater than 2 inches for asphalt surface course mixes shall be mitigated by having an approved wedge apparatus on the paver that shapes the edge 1 inch vertically and the remaining at a maximum slope steepness of 2:1. For intermediate and base course mixes, use an approved wedge device that shapes the edge with a maximum slope steepness of 2:1. The maximum paving lift allowed to use this method is 3 inches.
2. At the end of the work day, the Contractor shall place portable “UNEVEN PAVEMENT” signs in advance of the uneven pavement and spaced every 1/2 mile along the section of uneven pavement. Once mitigated, all portable “UNEVEN PAVEMENT” signs shall be removed. No additional compensation will be made for these signs or any other type of portable warning signs as these are included in the “Temporary Traffic Control” contract pay item.
3. In the next day’s paving operation and not to exceed 72 hours, the Contractor shall bring up the adjacent lane to the same station and elevation before any further paving takes place on the project.

#### **2) Asphalt Surface Treatments (AST)**

For AST Operations, there is no drop-off condition to be signed. Stationary “LOOSE GRAVEL” and “UNMARKED PAVEMENT” signs shall replace “LOW/SOFT SHOULDER” signs. For placement and spacing of these signs, see the Signing Detail Sheet. All other advance warning signs are to be portable mounted. These signs are included as part of the temporary traffic control (Lump Sum) item.

## TC-3

### 3) Fine Milling/Microsurfacing (Depths less than 1")

For fine milling operations less than 1 inch, paving is not required in the same work period. The paving of the fine milled area is to be conducted within the next work period and not to exceed 72 hours. No advance warning signs are necessary for these conditions unless the paving operations exceed 72 hours. If this occurs, install portable "UNMARKED PAVEMENT" signs. These signs are incidental to the other items of work included in the temporary traffic control (Lump Sum) item.

### 4) Shoulder Drop-Off Requirements

Whenever paving operations create an edge of pavement drop-off greater than 2 inches, within 72 hours, the Contractor shall backfill at a 6:1 slope from the edge and finished elevation of the pavement that has an edge of pavement drop-off as follows:

- (A) Drop-off that exceeds 2 inches on roadways with posted speed limits of 45 mph or greater.
- (B) Drop-off that exceeds 3 inches on roadways with posted speed limits less than 45 mph.

Backfill the edge of pavement drop-off with suitable compacted material, as approved by the Engineer. The material, equipment and labor associated with this operation will be at no expense to the Department. This work is not considered part of shoulder reconstruction.

### **PROJECT REQUIREMENTS:**

Failure to comply with the following requirements will result in a suspension of all other operations:

1. Before working on ANY MAP, the Contractor shall submit a written construction sequence for traffic control and construction lighting for ALL MAPS to the Engineer at the first pre-construction meeting and the sequence must be approved before closing a lane of traffic. The Contractor and Engineer will coordinate with the Traffic Management Unit at 919-814-5000 or Traffic Services for additional traffic control guidance, as necessary.
2. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures. The maximum length of any one lane closure is 1 mile unless otherwise directed by the Engineer.
3. If Lane Closure Restrictions apply, see Special Provision, "Intermediate Contract Times and Liquidated Damages".
4. Contractor shall mill and pave lanes in an order such that water shall not accumulate.
5. Traffic Control for the milling and/or paving of ramps is to be done according to Standard Drawing Number 1101.02, Sheets 9 & 10, unless otherwise approved to be closed by the Engineer. If approved, Contractor will provide plans and devices for the detour at no additional cost to the department.

## TC-4

6. If milled areas are not paved back within 72 hours, the Contractor is to furnish and install portable signs to warn drivers of the conditions. These are to include, but not limited to “Rough Road” (W8-8), “Uneven Lanes” (W8-11), and “Grooved Pavement” (W8-15) w/ Motorcycle Plaque mounted below. These are to be dual indicated on Multi-Lane Roadways with speed limits 45 mph and greater where lateral clearance can be obtained within the median areas. These portable signs are incidental to the other items of work included in the temporary traffic control (Lump Sum) pay item.

### **WORK ZONE SIGNING:**

#### **Description**

Install advance/general warning work zone signs according to the Detail Drawing provided in these plans prior to beginning of work. Install and maintain signing in accordance with the attached drawings and Divisions 11 and 12 of the *2018 Standard Specifications*.

#### **(A) Installation**

All stationary Advance/General warning work zone signs require notification to existing Utility owners per Article 105-8 of the *2018 Standard Specifications* and Special Provision SP1 G115 within 3 to 12 full working days prior to installation.

Install Advance/General warning work zone signs before beginning work on a particular map. If signs are installed more than 7 calendar days prior to the beginning of work on a particular map, cover the signs until the work begins. Install each work zone Advance/General warning sign separately and not on the same post or stand with any other sign except where an advisory speed plate or directional arrow is used.

All stationary signing is to be installed as shown on the detail drawing(s) unless otherwise directed by the Engineer. The signs as shown on the detail drawing(s) are all that are required for a contractor to begin a resurfacing contract. Any additional signs requested by the Engineer shall be installed within 7 business days of the start of contract work. All sign locations are to be verified by the Engineer prior to installation. Once the signs have been installed and accepted, any sign relocations requested by the Department will be compensated in accordance with Article 104-7. Any additional signs other than the ones shown in the drawing will be compensated in accordance with Article 104-7.

No stationary -Y- Line advance warning signage is required unless there is more than 1,000 feet of resurfacing along the -Y- line. Whenever work proceeds through an intersection, portable signs shall be used for traffic control. There will be no direct compensation for any portable signing.

If there is a period of construction inactivity longer than 14 calendar days, remove or cover advance/general warning work zone signs. Uncover advance/general warning work zone signs no more than 7 calendar days before work resumes. All other operations may be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

## TC-5

### **(B) Sign Removal**

Once Maps on the Project are substantially complete, it is acceptable practice to remove the Stationary Work Zone Signs in lieu of waiting until all of the Maps are completed on the Project. A Map is substantially complete when the resurfacing operations are finished and the shoulders are brought up to the same elevation as the proposed pavement and when pavement markings (paint) are installed along the centerline and edge lines. The final pavement markings (ex. Thermoplastic/Polyurea) or pavement markers (Raised/Snowplowable) don not have to be installed for Maps to be considered substantially complete. Final pavement marking/markers are installed with portable signing according to Roadway Standard Drawing 1101.02, sheet 11 or 12. Any remaining punch list items requiring traffic control are compensated in the contract pay item for *Temporary Traffic Control*.

**Stationary Work Zone Sign removal is a condition of final project acceptance.**

### **(C) Lane Closure Work Zone Signs**

Install any required lane closure signing needed during the life of the project in accordance with the Standard Drawing No. 1101.02, 1101.11 and 1110.02 of the *2018 Roadway Standard Drawings*. Any required portable signs for lane closures are compensated in the contract pay item for *Temporary Traffic Control*.

### **MEASUREMENT AND PAYMENT:**

Temporary traffic control work, including, but not limited to installation and removal of portable signs, cones, drums, skinny drums, flaggers, AFAD's, changeable message boards, truck mounted attenuators, flashing arrow boards, and pilot vehicles will be paid at the contract lump sum price for *Temporary Traffic Control*. The *Temporary Traffic Control* pay item does not include work zone advance or general warning signs. Partial payments for *Temporary Traffic Control* will be made as follows: The cumulative total of the lump sum price for temporary traffic control will be equal to the percent complete (project) as calculated for each partial pay estimate. Additional flashing arrow boards and message boards beyond those shown in the contract, detail drawings or *Roadway Standard Drawings* required by the Engineer will be paid as extra work in accordance with Article 104-7 of the *Standard Specifications*.

The work of satisfactorily installing and removing work zone advance and/or general warning signs, including, but not limited to, furnishing, locating, installing, covering, uncovering and removing stationary signs will be measured for each required sign and paid at the contract price for *Work Zone Advance/General Warning Signing (SF)*. Payment for *Work Zone Advance/General Warning Signing* will be limited to a maximum of 90% of the total installed quantity. The remaining 10% will be paid once all signs have been removed.

The Lump Sum price for *Temporary Traffic Control* will include the work of 4 flaggers per operation per map being utilized at the same time on any day. If a pilot vehicle is used for an operation, the Lump Sum Price for *Temporary Traffic Control* will include the work of five (5) flaggers. The operator of a pilot vehicle will be considered one of the five flaggers.



## TC-6

Any additional flagging beyond the “included” amount covered in the *Temporary Traffic Control* pay item will be considered supplemental flagging and compensated at a rate of \$20.00 per hour for each additional flagger as approved by the Engineer.

Payment will be made under:

**Pay Item**

Temporary Traffic Control

Work Zone Advance/General Warning Signing

**Pay Unit**

Lump Sum

Square Foot



DocuSigned by:

Steve Kite

E27CE30E1DFC442...  
11/14/2017

**RESURFACING OPERATIONS:**

(7-15-14)

RWZ-2

Coordinate the installation of items required by the contract documents and resurfacing operations such that these operations are completed in the order as agreed upon with the Engineer at the first pre-construction meeting. Refer to the Provisions, Typicals and Details unless otherwise directed by the Engineer.

Notify the Engineer 15 consecutive calendar days before resurfacing a bridge or its approaches. Patch and make repairs to bridge surface and its approaches before resurfacing occurs. Coordinate all operations on the bridge and its approaches with the Engineer.

Notify the Engineer 48 hours before resurfacing the areas of existing pavement that require patching. Patch these areas before resurfacing occurs. Allow full depth asphalt patching to cool to the point of supporting traffic without displacement or rutting before reopening closed lane. Coordinate the resurfacing operations of the patched areas with the Engineer.

Notify the Engineer 48 hours before milling or resurfacing will interfere with the existing Signal Loops. Loops may need to be placed in milled surface before resurfacing occurs. Coordinate all signal loop operations with the Engineer.

For partial or wheel track milling operations on two-way, two-lane facilities, mill and pave back by the end of each work day. For Partial or wheel track milling operation on multi-lane facilities, the lane being milled may be left closed and paved back within 72 hours.

The following options are available during Resurfacing and milling operations on two-way, two-lane facilities when the entire roadway or entire lane is to be milled:

- (A) Mill a single lane and pave back by the end of each work day.
- (B) Mill the entire width of roadway and pave back within 72 hours.

The following options are available during Resurfacing and milling operations on multi-lane facilities when all lanes or a single lane in one direction are to be milled:

- (A) Mill a single lane and pave back by the end of each work day.
- (B) Mill the entire width of pavement for all lanes to be milled in any direction daily and pave back within 72 hours.

Slope the pavement at the beginning and ending of the daily milling operation as directed by the Engineer. Sweep and remove all milled material from the roadway as soon as the daily milling operation is completed. Continue milling operations until the particular section of roadway being milled is complete. Remove any existing pavement adjacent to the milled area that has been damaged and replace with patch material as directed by the Engineer.

Operate equipment and conduct operations in the same direction as the flow of traffic. Maintain vehicular access in accordance with Article 1101-05 of the *2012 Standard Specifications* using suitable backfill material approved by the Engineer.

Provide appropriate lighting in accordance with Section 1413 of the *2012 Standard Specifications*.

**Milled Rumble Strips:**

When utilized, milled rumble strips shall be installed in accordance with the *2012 Standard Specifications* and the 2012 Roadway Standard Drawing 665.01.

**PAVEMENT MARKINGS AND MARKERS:**

(7-15-14)

RWZ-3

**Markings: All Facilities**

Pavement markings shall be installed in accordance with Standard Drawings 1205.01 through 1205.13 of the *2012 Roadway Standard Drawings* and Section 1205 of the *2012 Standard Specifications* with the exception of the 15 day edge line replacement requirement for two-lane, two-way roadways as described in Subarticle 1205-3(D) of the *2012 Standard Specifications*. For all two-lane, two-way facilities, edge lines can be replaced within 30 calendar days after they have been obliterated.

Type 3 Cold Applied Plastic may be used in lieu of Type 2 Cold Applied Plastic. If Type 3 Cold Applied Plastic is used, it shall be paid for using the Type 2 Cold Applied Plastic pay item.

Unless otherwise specified, Heated-in-Place Thermoplastic may be used in lieu of Extruded Thermoplastic for stop bars, symbols, characters and diagonals. If Heated-in-Place Thermoplastic is used, it shall be paid for using the Extruded Thermoplastic pay item.

Unless otherwise specified, Heated-in-Place Thermoplastic may be used in lieu of Cold Applied Plastic for stop bars, symbols, characters and diagonals on asphalt or concrete roadways. If Heated-in-Place Thermoplastic is used, it shall be paid for using the Cold Applied Plastic pay item.

**Markers: All Facilities**

Remove existing pavement markers in preparation for paving. Repair any pavement damage due to existing pavement marker removal prior to the end of the work day. Dispose of existing pavement markers as directed by the Engineer. No direct payment will be made for this work as it will be incidental to the paving operation.

Install permanent pavement markers within 60 calendar days after completing the resurfacing on each map. Pavement markers shall be installed in accordance with Standard Drawing 1205.12 and Standard Drawings 1250.01 through 1253.01 of the *2012 Roadway Standard Drawings* and Sections 1250 through 1253 of the *2012 Standard Specifications*.

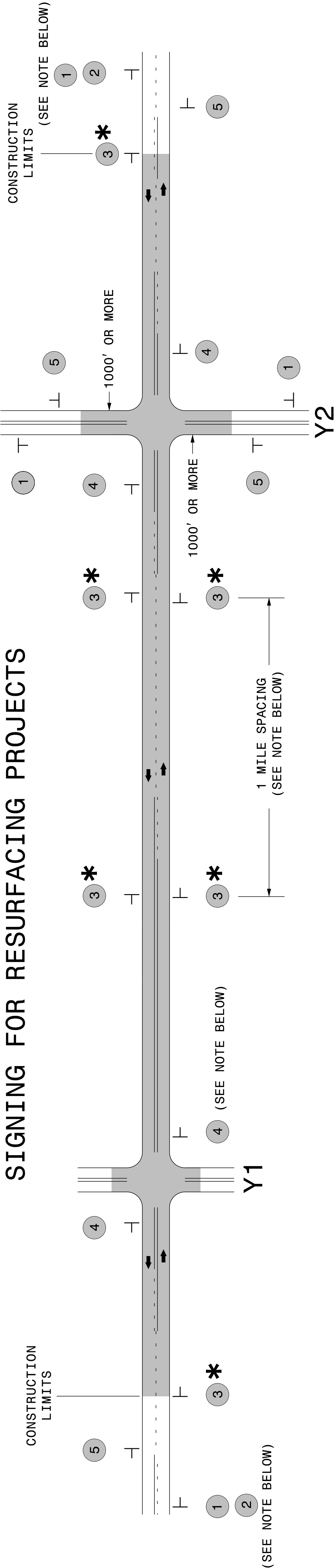
**Markings and Markers: All Facilities**

Review and record the existing pavement markings and markers before resurfacing. Re-establish the new pavement markings and markers using the record of existing markings in conjunction with the *2012 Roadway Standard Drawings* unless otherwise directed by the engineer. Have existing or proposed "passing zones" reviewed by the engineer before installation. Submit the record of the existing pavement markings seven calendar days before the obliteration of any pavement markings.

Mainline pavement shall not be left milled, unmarked or uneven at the end of a paving season. If the Contractor begins any map and does not complete within the seasonal restrictions, including

placement of final pavement markings or permanent markers, the Contractor shall be responsible for, at his expense, Paint in accordance with Article 1205-08 and Temporary Markers in accordance with Section 1251 of the *2012 Standard Specifications*.

SIGNING FOR RESURFACING PROJECTS



LEGEND

STATIONARY SIGN

DIRECTION OF TRAFFIC FLOW

MAINLINE (-L-) SIGNING

-Y- LINE SIGNING

|  |  |  |
|--|--|--|
| <div>SIGNING NOTES AND PLACEMENT PER DIRECTION</div>   | <div>1</div> <div><div><div>ROAD<br/>WORK<br/>AHEAD</div><div>W20-1<br/>48" X 48"</div><div>NEXT<br/>XX MILES</div><div>W7-3aP<br/>24" X 18"</div></div><div>PLACE 1000' PRIOR TO BEGINNING OF CONSTRUCTION LIMITS.<br/>ONLY USED ON -Y- LINES IF RESURFACING LIMITS EXTEND 1000' ALONG -Y- LINE.</div><div>#2 SIGN ONLY USED WHEN RESURFACING LIMITS ARE 2 OR MORE MILES IN LENGTH.<br/>ROUND UP TO NEXT WHOLE NUMBER.(NO FRACTIONAL OR DECIMAL NUMBERS)</div></div>  |  |
|  | <div>2</div> <div></div> <div></div>   |  |
|  | <div>3</div> <div><div><div>LOWSOFT<br/>SHOULDER</div><div>SP 13107<br/>48" X 48"</div></div><div>PLACE INITIALLY AT THE CONSTRUCTION LIMITS AND SPACED 1 MILE APART<br/>THEREAFTER. IF NO -Y- LINES EXIST, PLACE 2ND SET 1/2 MILE FROM THE<br/>CONSTRUCTION LIMITS AND THEN SPACE 1 MILE THEREAFTER.</div></div>  |  |
|  | <div>4</div> <div><div><div>ROAD<br/>UNDER<br/>CONST</div><div>SP 13106<br/>48" X 48"</div></div><div>THESE ARE FOR -Y- LINES THAT ARE "THROUGH" ROADWAYS. DEAD END AND<br/>SUBDIVISION ROADS ARE NOT "THROUGH" ROADWAYS. INSTALL 500' +/- FROM<br/>EACH -Y- LINE APPROACH AS SHOWN ABOVE. FOR MULTIPLE -Y- LINES THAT<br/>ARE SEPARATED BY 0.25 MILES OR LESS, TREAT AS A SINGLE UNIT AND INSTALL<br/>WITHIN 500' OF EACH APPROACH. A MAXIMUM OF 2 SIGN SETS PER MILE.. DO NOT<br/>INSTALL WHEN -Y- LINES ARE WITHIN 0.5 MILES FROM "END ROAD WORK" SIGN.</div></div> |  |
|  | <div>5</div> <div><div><div>END<br/>ROAD WORK</div><div>G20-2 A<br/>48" X 24"</div></div><div>PLACE 500' FOLLOWING THE END OF CONSTRUCTION LIMITS.</div></div>   |  |
| <div>NO REQUIRED STATIONARY SIGNING FOR THE<br/>FOLLOWING -Y- LINE CONDITIONS:</div> <div>1) LESS THAN 1000' OF RESURFACING ALONG -Y- LINE<br/>2) SUBDIVISION ROADS<br/>3) DEAD END ROADS</div> <div>WHEN PAVING/CONSTRUCTION ACTIVITIES PROCEED ACROSS AN UNSIGNED<br/>-Y- LINE, ADVANCE WARNING PORTABLE SIGNS SHALL BE USED ALONG THE<br/>-Y- LINE AS SHOWN BELOW. REMOVE UPON COMPLETION OF WORK.</div> <div><div><div>ROAD<br/>WORK<br/>AHEAD</div><div>W20-1<br/>48" X 48"</div></div><div><div><div>ROAD<br/>WORK<br/>AHEAD</div><div>W20-7 A<br/>48" X 48"</div></div><div>PLACED 500' IN ADVANCE OF FLAGGER. PLACED 250' IN ADVANCE OF FLAGGER.</div></div></div> |  |  |

\* SIGNING FOR ASPHALT SURFACE TREATMENTS (ONLY)

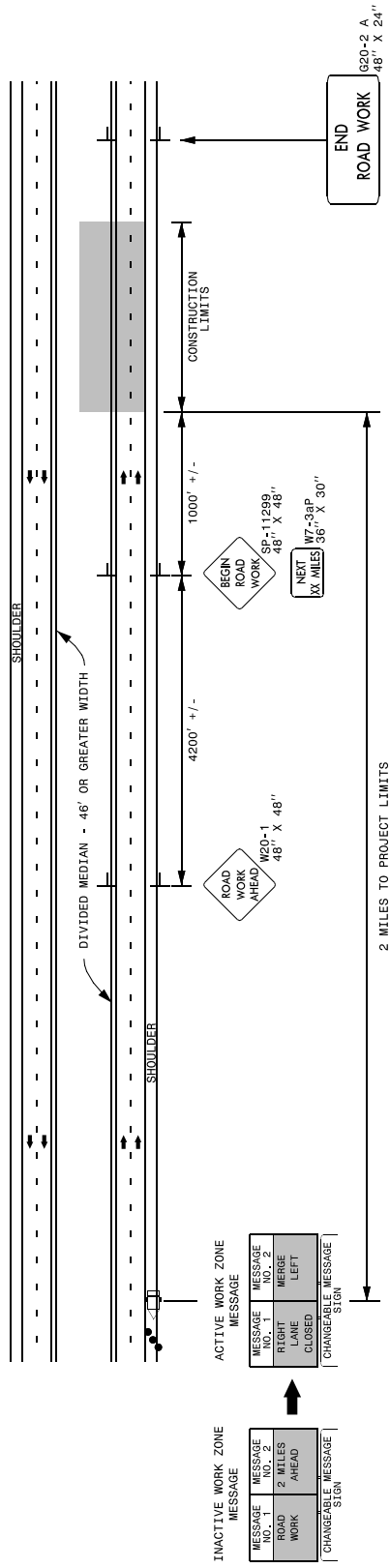
SUBSTITUTE LOW/SOFT SHOULDER SIGNS BY ALTERNATING THE FOLLOWING TWO SIGNS: STARTING WITH "UNMARKED PAVEMENT AHEAD" (SP 06026) FOLLOWED BY "LOOSE GRAVEL" (W8-7).

DIVISION OF HIGHWAYS  
NORTH CAROLINA  
STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
WORK ZONE TRAFFIC CONTROL

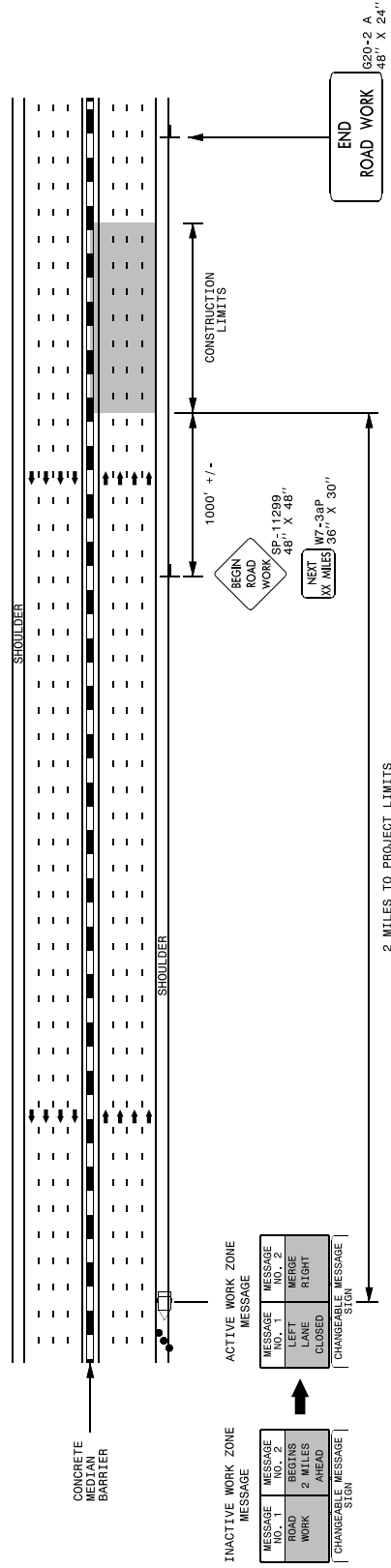
RESURFACING  
ADVANCE WARNING SIGNS  
FOR  
RURAL AND SUBURBAN  
2 LANE ROADWAYS



DIVIDED MEDIANS WITH WIDTHS 46' OR GREATER







DIVIDED MEDIANS WITH WIDTHS LESS THAN 46' OR WITH PERMANENT MEDIAN BARRIER



**NOTES:**

- 1) LATERAL CLEARANCE AT ALL SIGN LOCATIONS SHALL BE 6' AS MEASURED FROM THE EDGE OF PAVEMENT.
- 2) PORTABLE SIGNS THAT ARE LARGER THAN 10 SQUARE FEET IN AREA ON TWO OR MORE WOOD OR U-CHANNEL SUPPORTS. PERFORATED SQUARE TUBING SUPPORT SYSTEMS MAY SUPPORT LARGER AREAS ON A SINGLE SUPPORT. FOLLOW MANUFACTURER'S RECOMMENDATIONS. THESE SYSTEMS SHALL BE NCHRP 350 COMPLIANT AND NCOTD APPROVED.
- 3) FOR MEDIAN WIDTHS LESS THAN 46' (MEASURED EDGELINE TO EDGELINE) USE THE BOTTOM DRAWING.
- 4) IF STATIONARY GENERAL WARNING SIGNS ARE USED, THEY WILL BE PAID FOR PER SECTION 104 OF THE NCOTD STANDARD SPECIFICATIONS AS EXTRA WORK.
- 5) "END ROAD" WORK WORK AHEAD" (W20-1) ALONG ENTRANCE RAMPS 500' PRIOR TO RAMP TERMINAL, AND "STAY OFF ROAD" (W20-22a) AT THE END OF EXIT RAMPS WITHIN THE WORK ZONE.
- 6) IF MILLED AREAS ARE NOT PAVED BACK BY THE END OF THE WORK DAY, PORTABLE SIGNS SHALL BE USED TO WARN DRIVERS OF THE PRESENT CONDITIONS. THESE ARE TO INCLUDE, BUT NOT LIMITED TO "ROUGH ROAD" W8-8, "UNEVEN LANES" W8-17, "GROoved PAVEMENT" W8-15 & W8-17 MOTORCYCLE PLAQUE MOUNTED BELOW. THESE ARE TO BE DOUBLE INDICATED ON MULTI-LANE ROADWAYS WITH SPEED LIMITS 45 MPH AND GREATER AND WITH DIVIDED MEDIANS OF 46' OR GREATER. THESE PORTABLE SIGNS ARE INCIDENTAL TO THE OTHER ITEMS OF WORK INCLUDED IN THE TEMPORARY TRAFFIC CONTROL (LUMP SUM) PAY ITEM.

**LEGEND**

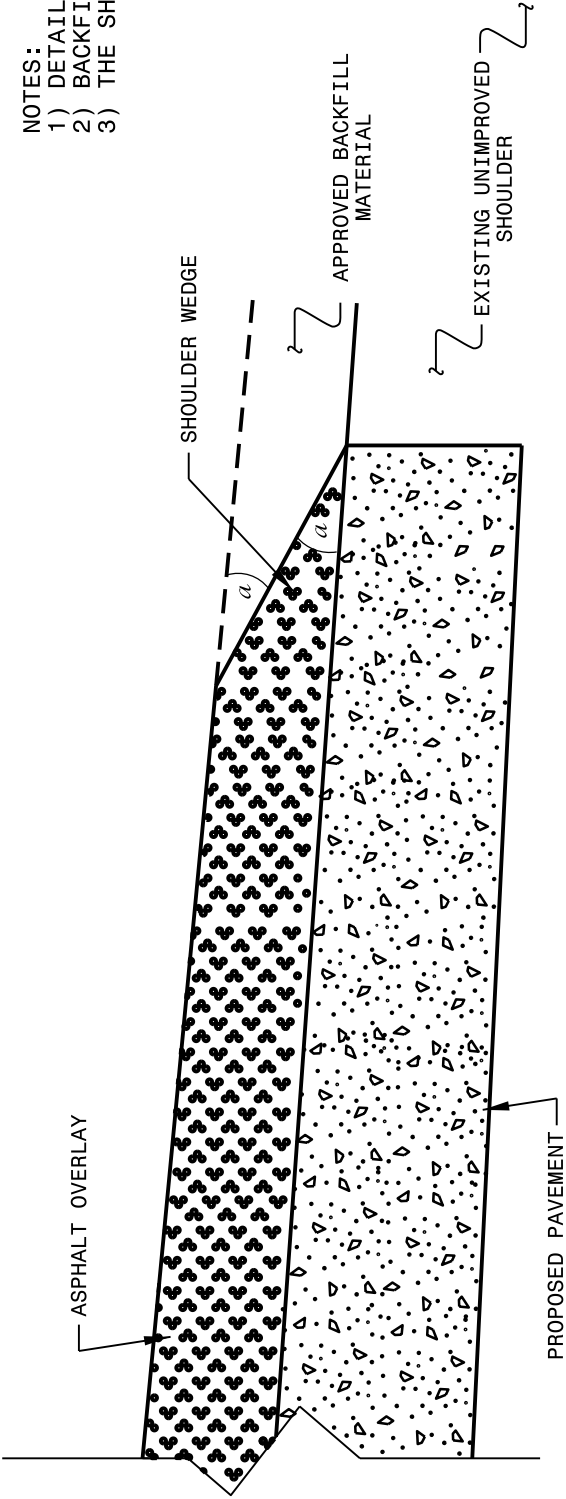
|   |                               |
|---|-------------------------------|
|  | CHANGEABLE MESSAGE SIGN (CMS) |
|  | STATIONARY SIGN               |
|  | DIRECTION OF TRAFFIC FLOW     |
|  | TRAFFIC DRUM                  |



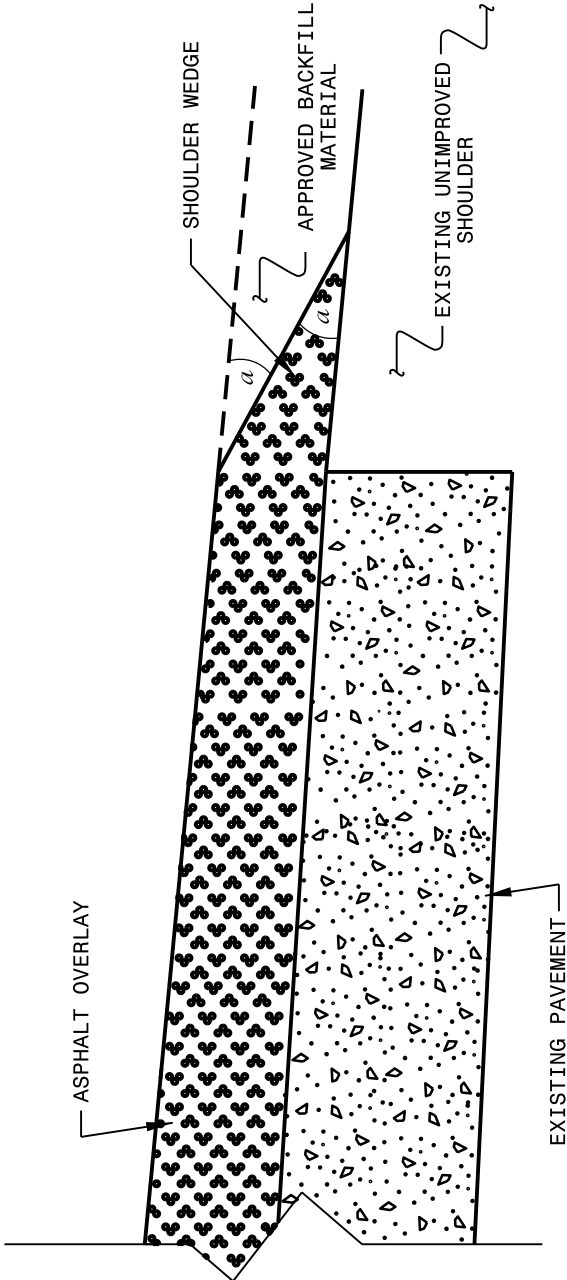
RESURFACING ADVANCE  
WARNING SIGNS FOR  
HIGH SPEED FACILITIES  
≥ 60 MPH



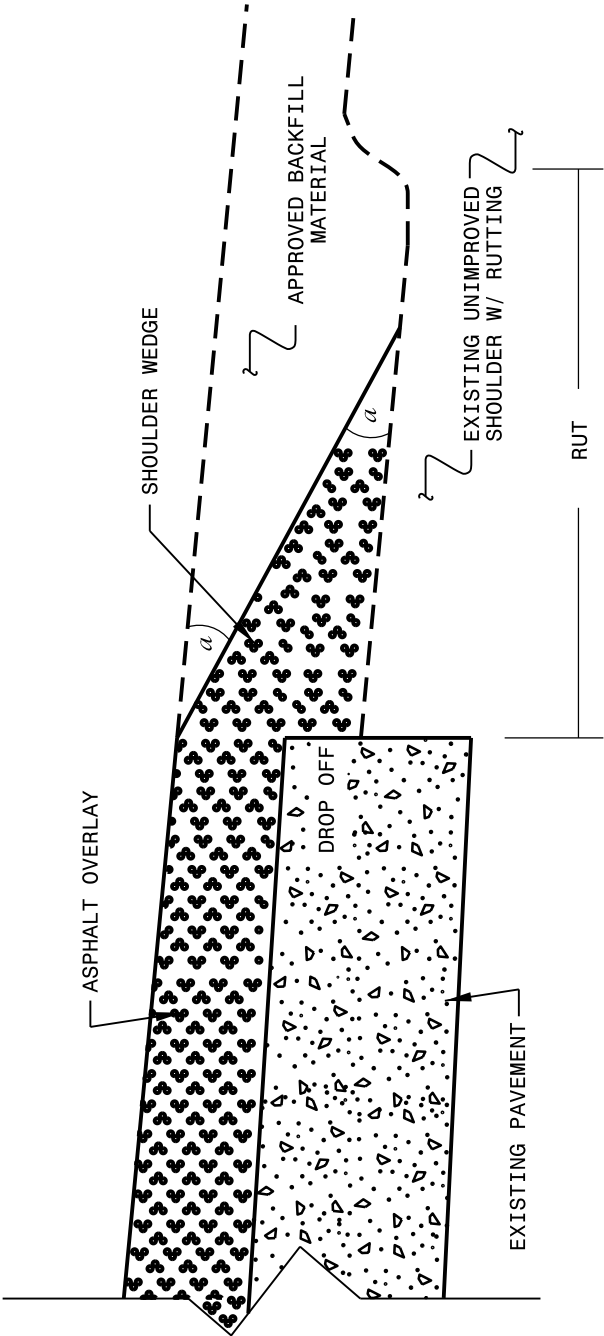
- NOTES:
- 1) DETAIL DOES NOT APPLY TO OGAFC AND ULTRA-THIN BONDED WEARING COURSE.
  - 2) BACKFILL SHOULDER WITH APPROVED MATERIAL.
  - 3) THE SHOULDER WEDGE DEVICE MAY BE DISENGAGED AT PAVED DRIVEWAYS AND SIDE STREETS.



**SHOULDER WEDGE DETAIL**  
(Resurfacing Projects w/ Widening or  
With Existing Paved Shoulder having no dropoffs)



**SHOULDER WEDGE DETAIL**  
(Resurfacing Projects w/ NO Widening)



**SHOULDER WEDGE DETAIL**  
(Resurfacing Adjacent to  
Rutted Shoulder)

- SHOULDER WEDGE ANGLE = 30°

|  |                           |                                       |
|--|---------------------------|---------------------------------------|
| CONTRACT STANDARDS<br>AND DEVELOPMENT UNIT<br>Office 919-707-6950 FAX 919-250-4119 | SHOULDER WEDGE<br>DETAILS |                                       |
|  | ORIGINAL BY: T.SPELL      | DATE: 7-19-11                         |
|  | MODIFIED BY:              | DATE: 10/16/12                        |
|  | CHECKED BY:               | DATE:                                 |
|  | FILE SPEC:                | state/detail/shoulderwedge/detail.dgn |

| PROJECT NO.         | SHEET NO. | TOTAL NO. |
|---------------------|-----------|-----------|
| 2019CPT.04.01.10331 |           |           |
| 2019CPT.04.01.20331 |           |           |

SUMMARY OF QUANTITIES

| PROJECT NO                             | COUNTY    | MAP NO | ROUTE   | DESCRIPTION                                       | TYP NO | LANES | LANE TYPE | FINAL SURFACE TESTING REQUIRED | WARM MIX ASPHALT REQUIRED | LENGTH | WIDTH | 1297000000-E | 1308000000-E     | 1330000000-E       | 1491000000-E        | 1519000000-E          | 1523000000-E          | 1575000000-E                 | 2830000000-N     | 2845000000-N               | 7444000000-E   | 7456000000-E  |
|--|-----------|--------|---------|---|--------|-------|-----------|--------------------------------|---------------------------|--------|-------|--------------|------------------|--------------------|---------------------|-----------------------|-----------------------|------------------------------|------------------|----------------------------|----------------|---------------|
|  |           |        |         |   |        |       |           |                                |                           |        |       | 1.5" MILLING | 0" TO 2" MILLING | INCIDENTAL MILLING | BASE COURSE, B25.0C | SURFACE COURSE, S9.5B | SURFACE COURSE, S9.5C | ASPHALT BINDER FOR PLANT MIX | ADJ. OF MANHOLES | ADJ. OF METER OR VALVE BOX | INDUCTIVE LOOP | LEAD-IN CABLE |
|  |           |        |         |   |        |       |           |                                |                           | MI     | FT    | SY           | SY               | SY                 | TONS                | TONS                  | TONS                  | TONS                         | EA               | EA                         | LF             | LF            |
| 2019CPT.04.01.10331                    | Edgecombe | 1      | NC 111  | FROM US 258 TO NC 142                             | 1      | 2     | 2WU       | NO                             | NO                        | 9.58   | 24.5  |              |                  | 200                |                     |                       | 12,064                | 724                          | 2                | 1                          |                |               |
| TOTAL FOR MAP NO. 1                    |           |        |         |   |        |       |           |                                |                           | 9.58   |       |              |                  | 200                |                     |                       | 12,064                | 724                          | 2                | 1                          |                |               |
| 2019CPT.04.01.10331                    | Edgecombe | 2      | NC 142  | FROM NC 111 TO MARTIN COUNTY LINE                 | 5      | 2     | 2WU       | NO                             | NO                        | 1.65   | 26    |              |                  | 100                |                     |                       | 2,154                 | 129                          |                  |                            |                |               |
| TOTAL FOR MAP NO. 2                    |           |        |         |   |        |       |           |                                |                           | 1.65   |       |              |                  | 100                |                     |                       | 2,154                 | 129                          |                  |                            |                |               |
| 2019CPT.04.01.10331                    | Edgecombe | 3      | US 258  | FROM US 64 ALT TO PRINCEVILLE CITY LIMITS         | 2 & 3  | 2     | 2WU       | NO                             | NO                        | 1.06   | 36    | 21,027       |                  |                    |                     |                       | 1,937                 | 116                          | 4                | 2                          | 1,200          | 550           |
| TOTAL FOR MAP NO. 3                    |           |        |         |   |        |       |           |                                |                           | 1.06   |       | 21,027       |                  |                    |                     |                       | 1,937                 | 116                          | 4                | 2                          | 1,200          | 550           |
| 2019CPT.04.01.10331                    | Edgecombe | 4      | NC 42   | FROM US 64 ALT TO 0.45 MI SOUTH OF US 64          | 1      | 2     | 2WU       | NO                             | NO                        | 2.8    | 24    |              |                  | 300                |                     |                       | 3,424                 | 205                          |                  |                            |                |               |
| TOTAL FOR MAP NO. 4                    |           |        |         |   |        |       |           |                                |                           | 2.8    |       |              |                  | 300                |                     |                       | 3,424                 | 205                          |                  |                            |                |               |
| 2019CPT.04.01.10331                    | Edgecombe | 5      | NC 42   | FROM 0.43 MI NORTH OF US 64 TO MARTIN COUNTY LINE | 1      | 2     | 2WU       | NO                             | NO                        | 4.5    | 24    |              |                  | 200                |                     |                       | 5,472                 | 328                          |                  |                            |                |               |
| TOTAL FOR MAP NO. 5                    |           |        |         |   |        |       |           |                                |                           | 4.5    |       |              |                  | 200                |                     |                       | 5,472                 | 328                          |                  |                            |                |               |
| TOTAL FOR PROJ NO. 2019CPT.04.01.10331 |           |        |         |   |        |       |           |                                |                           | 19.59  |       | 21,027       |                  | 800                |                     |                       | 25,051                | 1,502                        | 6                | 3                          | 1,200          | 550           |
|  |           |        |         |   |        |       |           |                                |                           |        |       |              |                  |                    |                     |                       |                       |                              |                  |                            |                |               |
| 2019CPT.04.01.20331                    | Edgecombe | 6      | SR 1006 | FROM NC 43 TO SR 1130                             | 6      | 2     | 2WU       | NO                             | NO                        | 4.26   | 24    |              | 300              |                    | 2,314               | 5,374                 |                       | 464                          |                  | 1                          |                |               |
| TOTAL FOR MAP NO. 6                    |           |        |         |   |        |       |           |                                |                           | 4.26   |       |              | 300              |                    | 2,314               | 5,374                 |                       | 464                          |                  | 1                          |                |               |
| 2019CPT.04.01.20331                    | Edgecombe | 7      | SR 1006 | FROM SR 1130 TO NC 111                            | 7      | 2     | 2WU       | NO                             | NO                        | 5.11   | 24    |              | 300              |                    | 1,778               | 6,225                 |                       | 497                          |                  |                            |                |               |
| TOTAL FOR MAP NO. 7                    |           |        |         |   |        |       |           |                                |                           | 5.11   |       |              | 300              |                    | 1,778               | 6,225                 |                       | 497                          |                  |                            |                |               |
| 2019CPT.04.01.20331                    | Edgecombe | 8      | SR 1130 | FROM NC 43 TO SR 1006                             | 6      | 2     | 2WU       | NO                             | NO                        | 0.82   | 24    |              |                  |                    | 380                 | 975                   |                       | 82                           |                  |                            |                |               |
| TOTAL FOR MAP NO. 8                    |           |        |         |   |        |       |           |                                |                           | 0.82   |       |              |                  |                    | 380                 | 975                   |                       | 82                           |                  |                            |                |               |
| 2019CPT.04.01.20331                    | Edgecombe | 9      | SR 1531 | FROM NC 111 TO DEAD END                           | 4      | 2     | 2WU       | NO                             | NO                        | 0.49   | 20    |              |                  |                    |                     | 405                   |                       | 27                           |                  |                            |                |               |
| TOTAL FOR MAP NO. 9                    |           |        |         |   |        |       |           |                                |                           | 0.49   |       |              |                  |                    |                     | 405                   |                       | 27                           |                  |                            |                |               |
| TOTAL FOR PROJ NO. 2019CPT.04.01.20331 |           |        |         |   |        |       |           |                                |                           | 10.68  |       |              | 600              |                    | 4,472               | 12,979                |                       | 1,070                        |                  | 1                          |                |               |
|  |           |        |         |   |        |       |           |                                |                           |        |       |              |                  |                    |                     |                       |                       |                              |                  |                            |                |               |
| GRAND TOTAL                            |           |        |         |   |        |       |           |                                |                           | 30.27  |       | 21,027       | 600              | 800                | 4,472               | 12,979                | 25,051                | 2,572                        | 6                | 4                          | 1,200          | 550           |

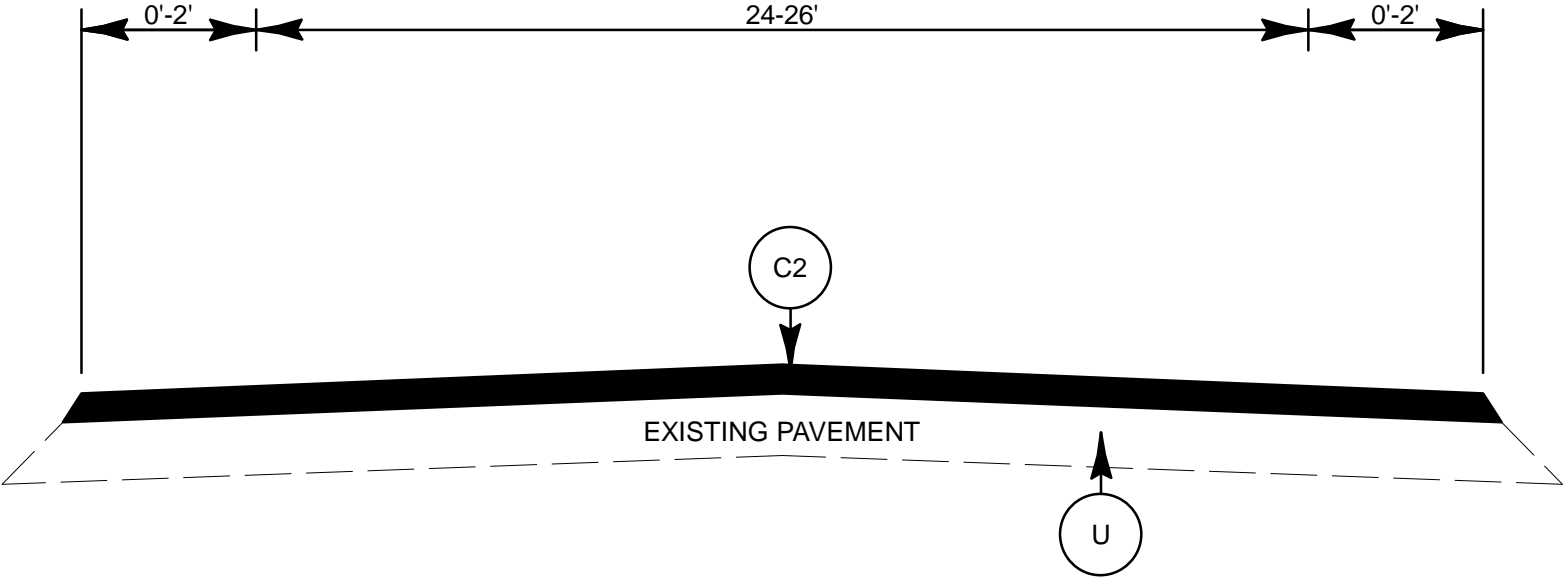
|                      |           |           |
|----------------------|-----------|-----------|
| PROJECT NO.          | SHEET NO. | TOTAL NO. |
| 2019CPT.04.01.10331, |           |           |
| 2019CPT.04.01.20331  |           |           |

THERMOPLASTIC AND PAINT QUANTITIES

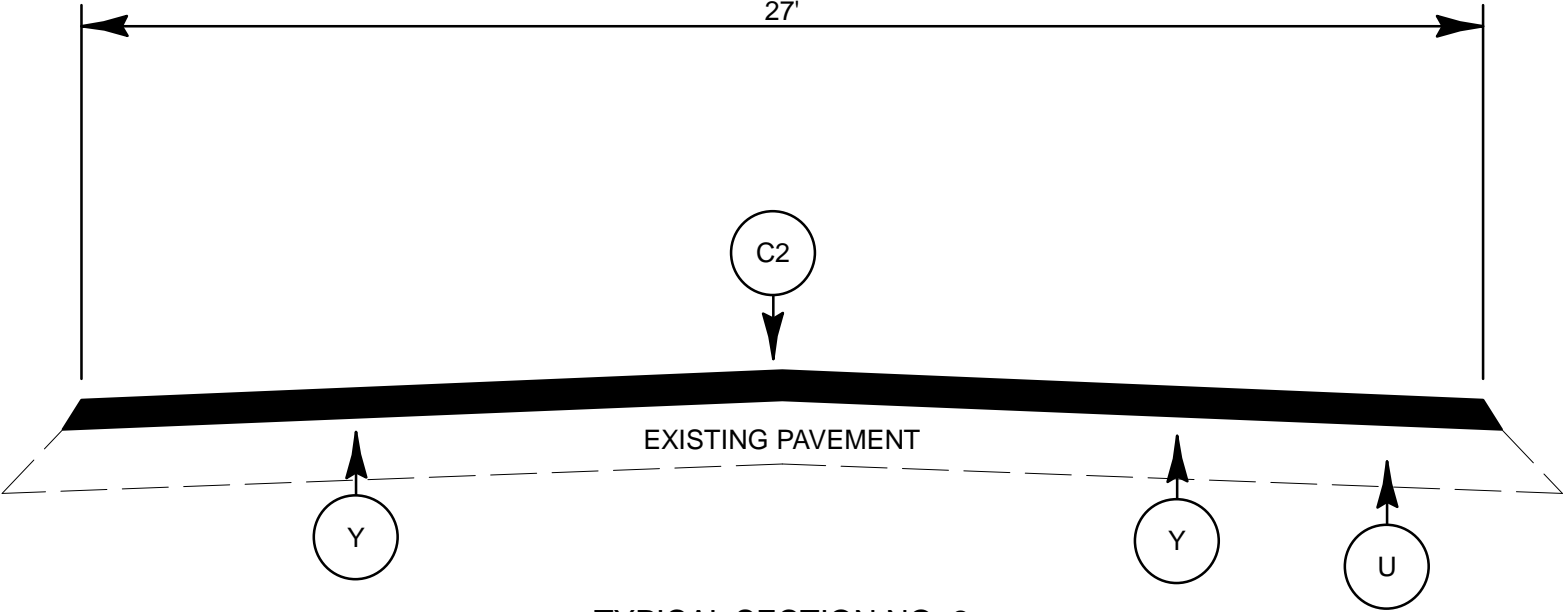
| PROJECT NO                             | COUNTY    | MAP NO | ROUTE   | DESCRIPTION  | TYP NO | LANES | LANE TYPE |        |       | 4413000000-E   | 4457000000-N                    | 4810000000-E      |                    | 4820000000-E       |                   | 4835000000-E       | 4840000000-N        | 4845000000-N      |                   |                    |
|--|-----------|--------|---------|--|--------|-------|-----------|--------|-------|--|---------------------------------|-------------------|--------------------|--------------------|-------------------|--------------------|---------------------|-------------------|-------------------|--------------------|
|  |           |        |         |  |        |       |           | LENGTH | WIDTH | WORK ZONE<br>ADVANCE/GE<br>NERAL<br>WARNING<br>SIGNING | TEMPORARY<br>TRAFFIC<br>CONTROL | 4" WHITE<br>PAINT | 4" YELLOW<br>PAINT | 8" YELLOW<br>PAINT | 8" WHITE<br>PAINT | 24" WHITE<br>PAINT | PAINT MSG<br>SCHOOL | PAINT LT<br>ARROW | PAINT RT<br>ARROW | PAINT STR<br>ARROW |
|  |           |        |         |  |        |       |           |        |       |  |                                 |                   |                    |                    |                   |                    |                     |                   |                   |                    |
|  |           |        |         |  |        |       |           | MI     | FT    | SF   | LS                              | LF                | LF                 | LF                 | LF                | LF                 | EA                  | EA                | EA                | EA                 |
| 2019CPT.04.01.10331                    | Edgecombe | 1      | NC 111  | FROM US 258 TO NC 142                                | 1      | 2     | 2WU       | 9.58   | 24.5  | 1,073  | 0.31                            | 203,700           | 111,190            |                    |                   |                    |                     |                   |                   |                    |
| TOTAL FOR MAP NO. 1                    |           |        |         |  |        |       |           | 9.58   |       | 1,073  | 0.31                            | 203,700           | 111,190            |                    |                   |                    |                     |                   |                   |                    |
| 2019CPT.04.01.10331                    | Edgecombe | 2      | NC 142  | FROM NC 111 TO MARTIN COUNTY<br>LINE                 | 5      | 2     | 2WU       | 1.65   | 26    | 185  | 0.05                            | 35,250            | 21,980             |                    |                   |                    |                     |                   |                   |                    |
| TOTAL FOR MAP NO. 2                    |           |        |         |  |        |       |           | 1.65   |       | 185  | 0.05                            | 35,250            | 21,980             |                    |                   |                    |                     |                   |                   |                    |
| 2019CPT.04.01.10331                    | Edgecombe | 3      | US 258  | FROM US 64 ALT TO PRINCEVILLE<br>CITY LIMITS         | 2 & 3  | 2     | 2WU       | 1.06   | 36    | 119  | 0.04                            | 14,052            | 17,428             | 358                | 676               | 776                |                     | 32                | 12                | 8                  |
| TOTAL FOR MAP NO. 3                    |           |        |         |  |        |       |           | 1.06   |       | 119  | 0.04                            | 14,052            | 17,428             | 358                | 676               | 776                |                     | 32                | 12                | 8                  |
| 2019CPT.04.01.10331                    | Edgecombe | 4      | NC 42   | FROM US 64 ALT TO 0.45 MI SOUTH<br>OF US 64          | 1      | 2     | 2WU       | 2.8    | 24    | 314  | 0.09                            | 59,250            | 26,530             |                    |                   |                    |                     |                   |                   |                    |
| TOTAL FOR MAP NO. 4                    |           |        |         |  |        |       |           | 2.8    |       | 314  | 0.09                            | 59,250            | 26,530             |                    |                   |                    |                     |                   |                   |                    |
| 2019CPT.04.01.10331                    | Edgecombe | 5      | NC 42   | FROM 0.43 MI NORTH OF US 64 TO<br>MARTIN COUNTY LINE | 1      | 2     | 2WU       | 4.5    | 24    | 504  | 0.15                            | 95,620            | 67,970             |                    |                   |                    |                     |                   |                   |                    |
| TOTAL FOR MAP NO. 5                    |           |        |         |  |        |       |           | 4.5    |       | 504  | 0.15                            | 95,620            | 67,970             |                    |                   |                    |                     |                   |                   |                    |
| TOTAL FOR PROJ NO. 2019CPT.04.01.10331 |           |        |         |  |        |       |           | 19.59  |       | 2,195  | 0.64                            | 407,872           | 245,098            | 358                | 676               | 776                |                     | 32                | 12                | 8                  |
|  |           |        |         |  |        |       |           |        |       |  |                                 | 652,970           |                    | 1,034              |                   |                    |                     | 52                |                   |                    |
| 2019CPT.04.01.20331                    | Edgecombe | 6      | SR 1006 | FROM NC 43 TO SR 1130                                | 6      | 2     | 2WU       | 4.26   | 24    | 477  | 0.14                            |                   |                    |                    |                   | 200                | 24                  | 12                | 6                 |                    |
| TOTAL FOR MAP NO. 6                    |           |        |         |  |        |       |           | 4.26   |       | 477  | 0.14                            |                   |                    |                    |                   | 200                | 24                  | 12                | 6                 |                    |
| 2019CPT.04.01.20331                    | Edgecombe | 7      | SR 1006 | FROM SR 1130 TO NC 111                               | 7      | 2     | 2WU       | 5.11   | 24    | 572  | 0.17                            |                   |                    |                    |                   |                    |                     |                   |                   |                    |
| TOTAL FOR MAP NO. 7                    |           |        |         |  |        |       |           | 5.11   |       | 572  | 0.17                            |                   |                    |                    |                   |                    |                     |                   |                   |                    |
| 2019CPT.04.01.20331                    | Edgecombe | 8      | SR 1130 | FROM NC 43 TO SR 1006                                | 6      | 2     | 2WU       | 0.82   | 24    | 92   | 0.03                            |                   |                    |                    |                   |                    |                     |                   |                   |                    |
| TOTAL FOR MAP NO. 8                    |           |        |         |  |        |       |           | 0.82   |       | 92   | 0.03                            |                   |                    |                    |                   |                    |                     |                   |                   |                    |
| 2019CPT.04.01.20331                    | Edgecombe | 9      | SR 1531 | FROM NC 111 TO DEAD END                              | 4      | 2     | 2WU       | 0.49   | 20    | 55   | 0.02                            |                   |                    |                    |                   |                    |                     |                   |                   |                    |
| TOTAL FOR MAP NO. 9                    |           |        |         |  |        |       |           | 0.49   |       | 55   | 0.02                            |                   |                    |                    |                   |                    |                     |                   |                   |                    |
| TOTAL FOR PROJ NO. 2019CPT.04.01.20331 |           |        |         |  |        |       |           | 10.68  |       | 1,196  | 0.36                            |                   |                    |                    |                   | 200                | 24                  | 12                | 6                 |                    |
|  |           |        |         |  |        |       |           |        |       |  |                                 |                   |                    |                    |                   |                    |                     | 18                |                   |                    |
| GRAND TOTAL                            |           |        |         |  |        |       |           | 30.27  |       | 3,391  | 1                               | 407,872           | 245,098            | 358                | 676               | 976                | 24                  | 44                | 18                | 8                  |
|  |           |        |         |  |        |       |           |        |       |  |                                 | 652,970           |                    | 1,034              |                   |                    |                     | 70                |                   |                    |



| PROJECT NO.                                 | SHEET NO. | TOTAL SHEETS |
|---|-----------|--------------|
| 2019CPT.04.01.10331,<br>2019CPT.04.01.20331 |           |              |
|   |           |              |



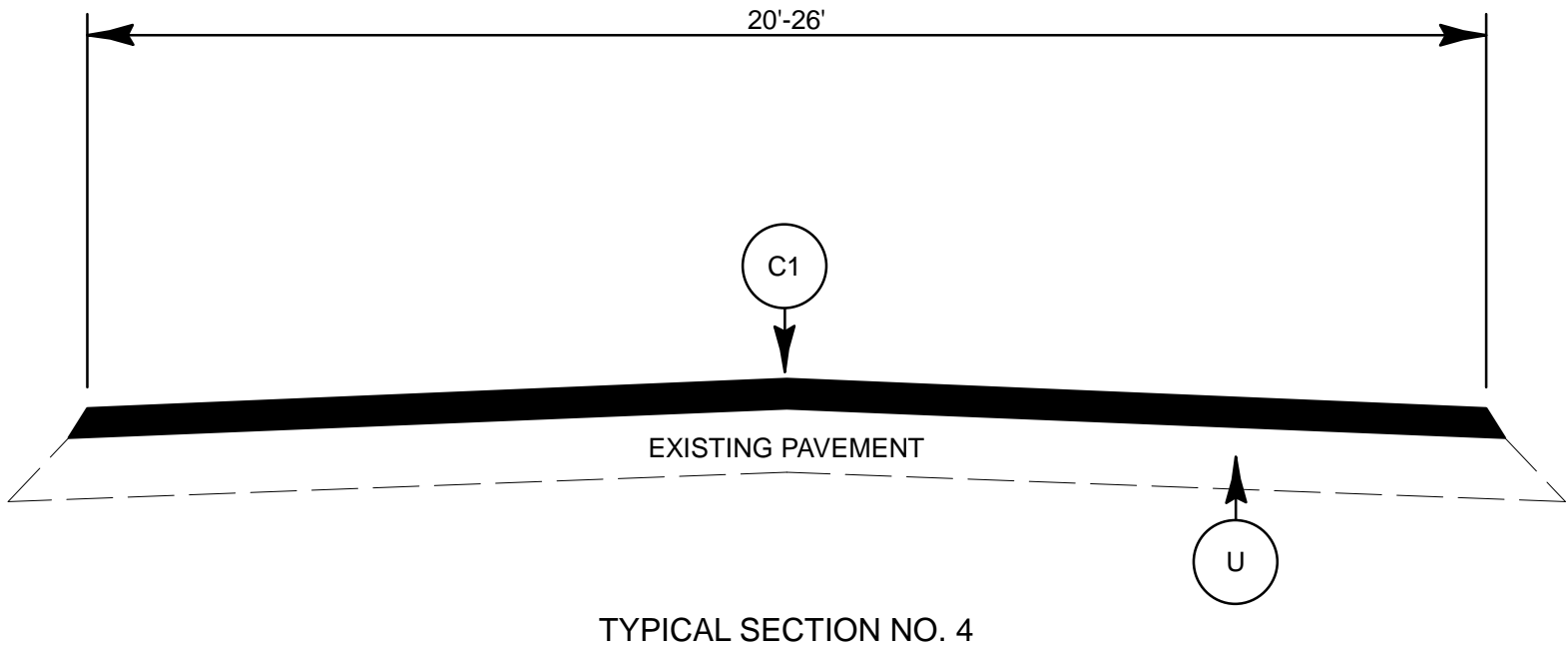
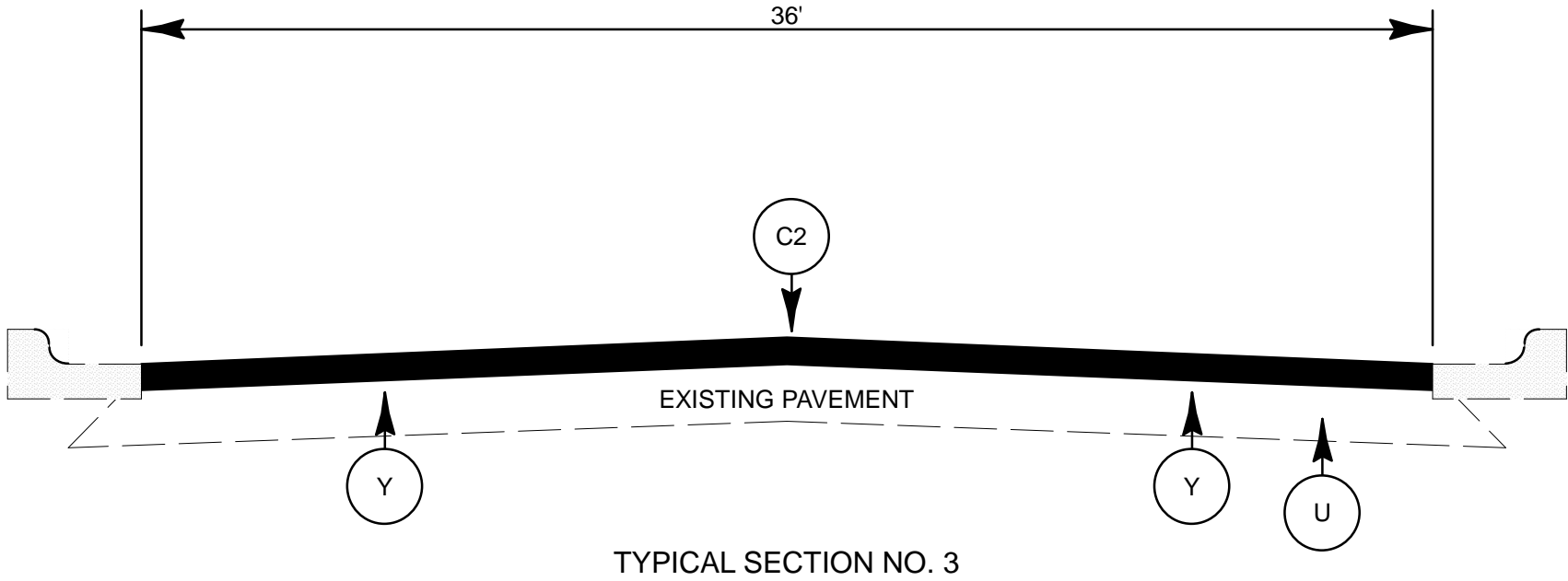
TYPICAL SECTION NO. 1



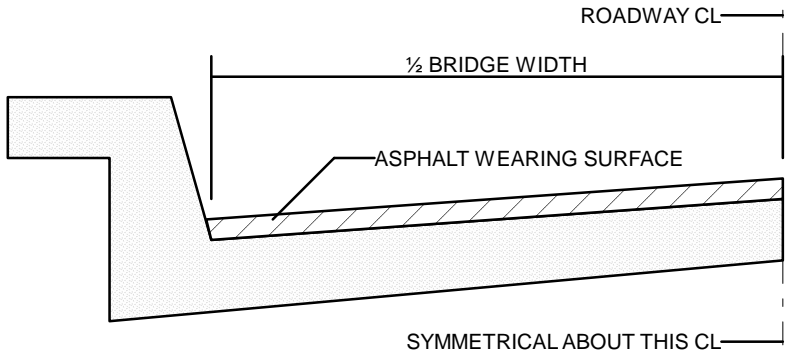
TYPICAL SECTION NO. 2

| PAVEMENT SCHEDULE |   |
|-------------------|---|
| C1                | ASPHALT CONCRETE SURFACE COURSE, S9.5B, AT AN AVERAGE RATE OF 140 LBS PER SQ YD (1.25") |
| C2                | ASPHALT CONCRETE SURFACE COURSE, S9.5C, AT AN AVERAGE RATE OF 168 LBS PER SQ YD (1.5")  |
| C3                | ASPHALT CONCRETE SURFACE COURSE, S9.5B, AT AN AVERAGE RATE OF 168 LBS PER SQ YD (1.5")  |
| E                 | ASPHALT CONCRETE BASE COURSE, B25.0C, AT AN AVERAGE RATE OF 456 LBS PER SQ YD (4")      |
| U                 | EXISTING PAVEMENT   |
| Y                 | MILL ASPHALT 1.5"   |





| PAVEMENT SCHEDULE |   |
|-------------------|---|
| C1                | ASPHALT CONCRETE SURFACE COURSE, S9.5B, AT AN AVERAGE RATE OF 140 LBS PER SQ YD (1.25") |
| C2                | ASPHALT CONCRETE SURFACE COURSE, S9.5C, AT AN AVERAGE RATE OF 168 LBS PER SQ YD (1.5")  |
| C3                | ASPHALT CONCRETE SURFACE COURSE, S9.5B, AT AN AVERAGE RATE OF 168 LBS PER SQ YD (1.5")  |
| E                 | ASPHALT CONCRETE BASE COURSE, B25.0C, AT AN AVERAGE RATE OF 456 LBS PER SQ YD (4")      |
| U                 | EXISTING PAVEMENT   |
| Y                 | MILL ASPHALT 1.5"   |



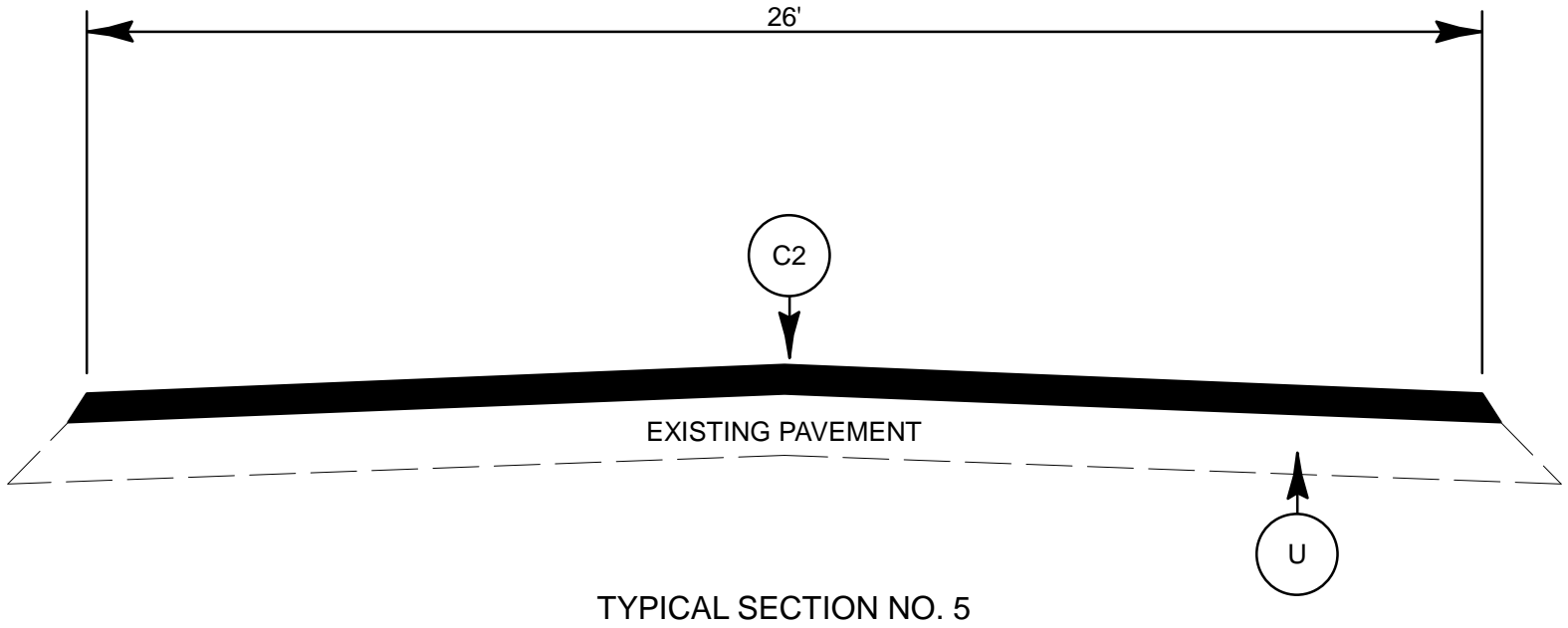
FOR BRIDGES WITH FLOOR DRAINS, CARE SHALL BE EXERCISED IN PLACING THE WEARING SURFACE AROUND FLOOR DRAINS SO AS NOT TO HINDER EFFECTIVE DRAINAGE. ALL DRAINS SHALL BE LEFT OPEN

THE PROPOSED WEARING SURFACE SHALL VARY IN THICKNESS AS NECESSARY TO PROVIDE A SMOOTH RIDING SURFACE. THE MINIMUM THICKNESS SHOULD DEPEND ON PAVEMENT TYPE AS FOLLOWS: S4.75A ½", SF9.5A 1.0", S9.5X 1.5", S12.5X 2.0", ULTRATHIN HOT MIX ASPHALT-TYPE A ¾", ULTRATHIN HOT MIX ASPHALT-TYPE B 5/8", ULTRATHIN HOT MIX ASPHALT-TYPE C ½". THE MAXIMUM THICKNESS SHOULD DEPEND ON PAVEMENT TYPE AS FOLLOWS: S4.75A 1.0", SF9.5A 1.5",S9.5X 2.0", S12.5X 2.0", ULTRATHIN HOT MIX ASPHALT-TYPE A ¾", ULTRATHIN HOT MIX ASPHALT-TYPE B 5/8", ULTRATHIN HOT MIX ASPHALT-TYPE C ½".

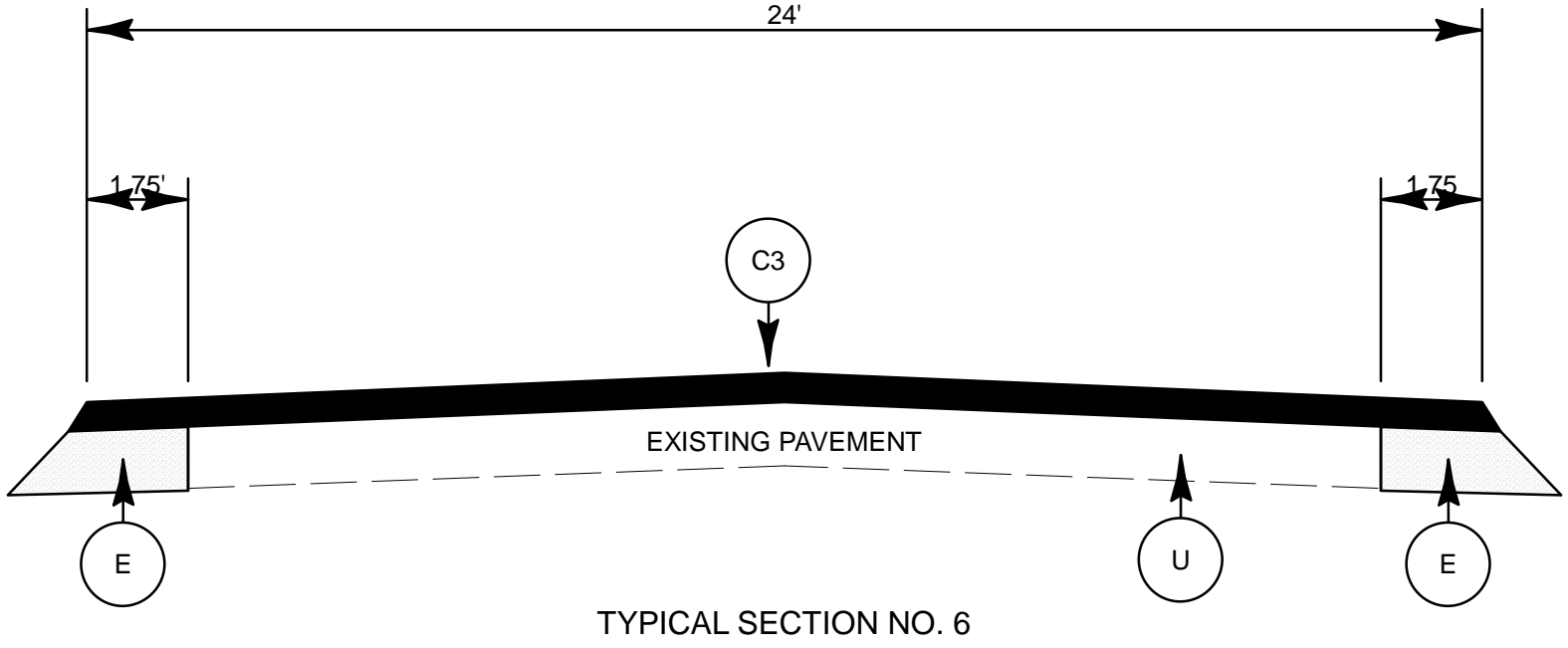
**NOTES**

ALL UNPAVED ROADS TO BE RESURFACED 50' FROM EDGE OF PAVEMENT OF MAIN PROJECT. ALL PAVED S.R. ROADS TO BE RESURFACED TO THE ENDS OF THE RADII, OR AS DIRECTED BY THE ENGINEER. EDGES, PAVEMENT WIDENING, INTERSECTIONS AND BRIDGE FLARES ARE INCLUDED IN THE TABLE OF QUANTITIES. SHOULDERS AND DITCHES ARE TO BE CONSTRUCTED BY OTHERS UNLESS OTHERWISE INDICATED. BRIDGES ARE TO BE RESURFACED AT LOCATIONS AND TO DEPTH AS DIRECTED BY THE ENGINEER.

| PROJECT NO.                                 | SHEET NO. | TOTAL SHEETS |
|---|-----------|--------------|
| 2019CPT.04.01.10331,<br>2019CPT.04.01.20331 |           |              |
|   |           |              |



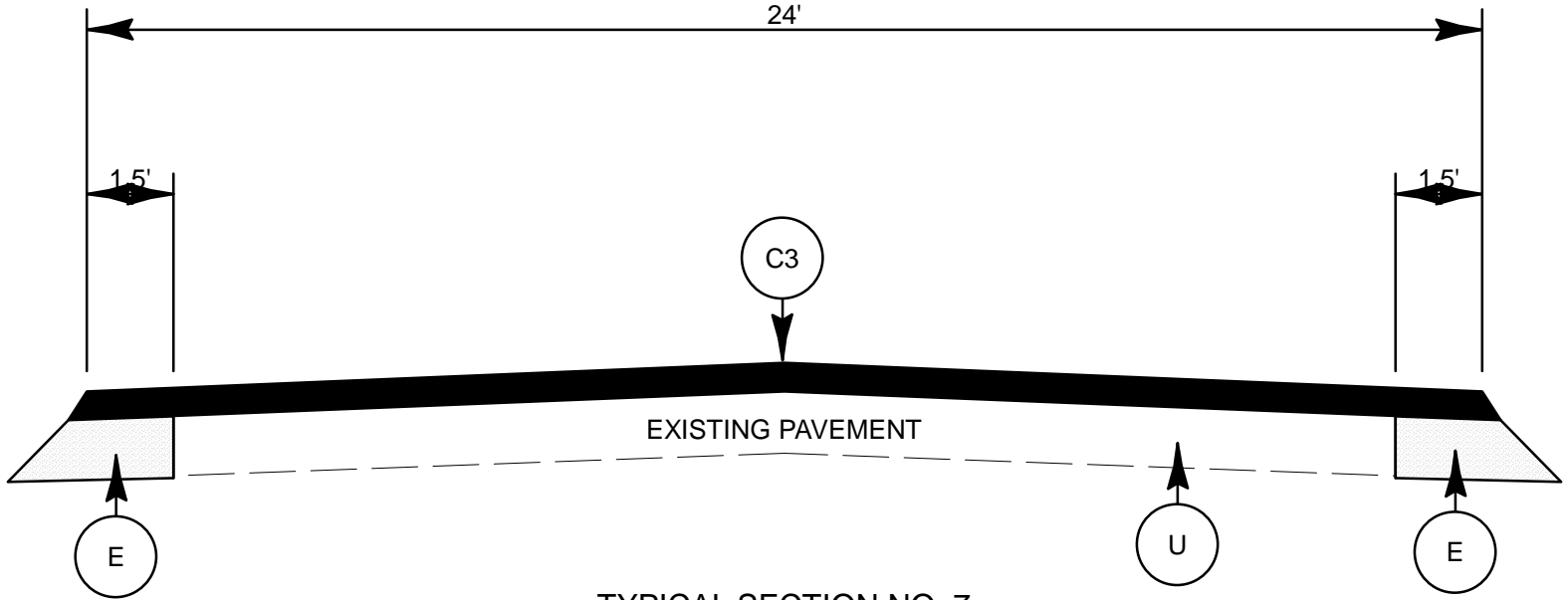
TYPICAL SECTION NO. 5



TYPICAL SECTION NO. 6

| PAVEMENT SCHEDULE |   |
|-------------------|---|
| C1                | ASPHALT CONCRETE SURFACE COURSE, S9.5B, AT AN AVERAGE RATE OF 140 LBS PER SQ YD (1.25") |
| C2                | ASPHALT CONCRETE SURFACE COURSE, S9.5C, AT AN AVERAGE RATE OF 168 LBS PER SQ YD (1.5")  |
| C3                | ASPHALT CONCRETE SURFACE COURSE, S9.5B, AT AN AVERAGE RATE OF 168 LBS PER SQ YD (1.5")  |
| E                 | ASPHALT CONCRETE BASE COURSE, B25.0C, AT AN AVERAGE RATE OF 456 LBS PER SQ YD (4")      |
| U                 | EXISTING PAVEMENT   |
| Y                 | MILL ASPHALT 1.5"   |

| PROJECT NO.                                 | SHEET NO. | TOTAL SHEETS |
|---|-----------|--------------|
| 2019CPT.04.01.10331,<br>2019CPT.04.01.20331 |           |              |
|   |           |              |



TYPICAL SECTION NO. 7

| PAVEMENT SCHEDULE |   |
|-------------------|---|
| C1                | ASPHALT CONCRETE SURFACE COURSE, S9.5B, AT AN AVERAGE RATE OF 140 LBS PER SQ YD (1.25") |
| C2                | ASPHALT CONCRETE SURFACE COURSE, S9.5C, AT AN AVERAGE RATE OF 168 LBS PER SQ YD (1.5")  |
| C3                | ASPHALT CONCRETE SURFACE COURSE, S9.5B, AT AN AVERAGE RATE OF 168 LBS PER SQ YD (1.5")  |
| E                 | ASPHALT CONCRETE BASE COURSE, B25.0C, AT AN AVERAGE RATE OF 456 LBS PER SQ YD (4")      |
| U                 | EXISTING PAVEMENT   |
| Y                 | MILL ASPHALT 1.5"   |



County : Edgecombe

| Line #               | Item Number  | Sec # | Description   | Quantity      | Unit Cost | Amount |
|----------------------|--------------|-------|---|---------------|-----------|--------|
| <b>ROADWAY ITEMS</b> |              |       |   |               |           |        |
| 0001                 | 0000100000-N | 800   | MOBILIZATION  | Lump Sum      | L.S.      |        |
| 0002                 | 1297000000-E | 607   | MILLING ASPHALT PAVEMENT, ****<br>DEPTH<br>1.5"       | 21,027<br>SY  |           |        |
| 0003                 | 1308000000-E | 607   | MILLING ASPHALT PAVEMENT, ****<br>TO *****<br>0" - 2" | 600<br>SY     |           |        |
| 0004                 | 1330000000-E | 607   | INCIDENTAL MILLING                                    | 800<br>SY     |           |        |
| 0005                 | 1491000000-E | 610   | ASPHALT CONC BASE COURSE, TYPE<br>B25.0C              | 4,472<br>TON  |           |        |
| 0006                 | 1519000000-E | 610   | ASPHALT CONC SURFACE COURSE,<br>TYPE S9.5B            | 12,979<br>TON |           |        |
| 0007                 | 1523000000-E | 610   | ASPHALT CONC SURFACE COURSE,<br>TYPE S9.5C            | 25,051<br>TON |           |        |
| 0008                 | 1575000000-E | 620   | ASPHALT BINDER FOR PLANT MIX                          | 2,572<br>TON  |           |        |
| 0009                 | 2830000000-N | 858   | ADJUSTMENT OF MANHOLES                                | 6<br>EA       |           |        |
| 0010                 | 2845000000-N | 858   | ADJUSTMENT OF METER BOXES OR<br>VALVE BOXES           | 4<br>EA       |           |        |
| 0011                 | 4413000000-E | SP    | WORK ZONE ADVANCE/GENERAL<br>WARNING SIGNING          | 3,391<br>SF   |           |        |
| 0012                 | 4457000000-N | SP    | TEMPORARY TRAFFIC CONTROL                             | Lump Sum      | L.S.      |        |
| 0013                 | 4810000000-E | 1205  | PAINT PAVEMENT MARKING LINES<br>(4")                  | 652,970<br>LF |           |        |
| 0014                 | 4820000000-E | 1205  | PAINT PAVEMENT MARKING LINES<br>(8")                  | 1,034<br>LF   |           |        |
| 0015                 | 4835000000-E | 1205  | PAINT PAVEMENT MARKING LINES<br>(24")                 | 976<br>LF     |           |        |
| 0016                 | 4840000000-N | 1205  | PAINT PAVEMENT MARKING CHARAC-<br>TER                 | 24<br>EA      |           |        |
| 0017                 | 4845000000-N | 1205  | PAINT PAVEMENT MARKING SYMBOL                         | 70<br>EA      |           |        |

County :   Edgecombe

| Line # | Item Number  | Sec # | Description                  | Quantity | Unit Cost | Amount |
|--------|--------------|-------|------------------------------|----------|-----------|--------|
| 0018   | 7444000000-E | 1725  | INDUCTIVE LOOP SAWCUT        | 1,200    |           |        |
|        |              |       |                              | LF       |           |        |
| 0019   | 7456000000-E | 1726  | LEAD-IN CABLE (*****)(#14-2) | 550      |           |        |
|        |              |       |                              | LF       |           |        |

**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 |
|----------------------------|----------------|----------|------------------|--------------------------|--------------------------|
| <b>Name</b><br><br>Address | MBE<br><br>WBE |          |                  |                          |                          |
| <b>Name</b><br><br>Address | MBE<br><br>WBE |          |                  |                          |                          |
| <b>Name</b><br><br>Address | MBE<br><br>WBE |          |                  |                          |                          |
| <b>Name</b><br><br>Address | MBE<br><br>WBE |          |                  |                          |                          |
| <b>Name</b><br><br>Address | MBE<br><br>WBE |          |                  |                          |                          |
| <b>Name</b><br><br>Address | MBE<br><br>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 |
|----------------------------|----------------|----------|------------------|--------------------------|--------------------------|
| <b>Name</b><br><br>Address | MBE<br><br>WBE |          |                  |                          |                          |
| <b>Name</b><br><br>Address | MBE<br><br>WBE |          |                  |                          |                          |
| <b>Name</b><br><br>Address | MBE<br><br>WBE |          |                  |                          |                          |
| <b>Name</b><br><br>Address | MBE<br><br>WBE |          |                  |                          |                          |
| <b>Name</b><br><br>Address | MBE<br><br>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.

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

The prequalified bidder being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with 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<br><i>(Select appropriate title)</i> |    | President/Vice President/Assistant Vice President<br><i>(Select appropriate title)</i> |

---

Print or type Signer's name

---

Print or type Signer's name

**CORPORATE SEAL**

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

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with 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 AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN  
CERTIFICATION**

**LIMITED LIABILITY COMPANY**

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with 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****JOINT VENTURE (2) or (3)**

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with 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**

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

|   |                             |
|---|-----------------------------|
| (1)   | Name of Joint Venture       |
| (2)   | Name of Contractor          |
|   | Address as Prequalified     |
|   | BY                          |
| Signature of Witness or Attest              | Signature of Contractor     |
| Print or Type Signer's Name                 | Print or Type Signer's Name |
| <i>If Corporation, affix Corporate Seal</i> | AND                         |
| (3)   | Name of Contractor          |
|   | Address as Prequalified     |
|   | BY                          |
| Signature of Witness or Attest              | Signature of Contractor     |
| Print or Type Signer's Name                 | Print or Type Signer's Name |
| <i>If Corporation, affix Corporate Seal</i> | AND                         |
| (4)   | Name of Contractor          |
|   | Address as Prequalified     |
|   | BY                          |
| Signature of Witness or Attest              | Signature of Contractor     |
| Print or Type Signer's Name                 | Print or Type Signer's Name |
| <i>If Corporation, affix Corporate Seal</i> |                             |



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

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with 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 AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN  
CERTIFICATION**

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with 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 OF PREQUALIFIED BIDDER**

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

**DEBARMENT CERTIFICATION**

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

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

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

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

☐

Check here if an explanation is attached to this certification.

**Execution of Contract**

**Contract No: DD00251**

**County: Edgecombe County**

ACCEPTED BY THE DEPARTMENT

---

**Proposals Engineer**

---

Date

EXECUTION OF CONTRACT AND BONDS  
APPROVED AS TO FORM:

---

for **Division Engineer**

---

Date