



COUNTY OF WAYNE NORTH CAROLINA

Date of Issue:

April 24, 2023

Non-Mandatory Pre-Bid:

May 3, 2023 – 2:00pm

Proposals Due:

May 17, 2023 – 2:00pm

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CONTRACT PROPOSAL

DATE OF ADVERTISEMENT: April, 24, 2023

DATE AND TIME OF BID OPENING: May, 17, 2023

NON-MANDATORY PRE-BID: May 3, 2023

COUNTY: WAYNE

MILES: 0.45 MILES

ROUTE NO.: IVEY DRIVE

LOCATION: BETWEEN NC SR 1758 (McLAIN STREET)AND GATEWAY DRIVE

TYPE OF WORK: GRADING, PAVING, AND DRAINAGE

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. FOR CONTRACTS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD, BIDDERS ARE REQUIRED TO BECOME LICENSED BY THE NC LICENSING BOARD. NON-LICENSED BIDDERS ARE PERMITTED 60 DAYS AFTER BID OPENING TO OBTAIN PROPER LICENSING FOR THE TYPE OF PROJECT BEING LET. 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.

THIS IS A ROADWAY PROJECT, BID BOND IS REQUIRED.

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

IVEY DRIVE

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NPDES CONSTRUCTION STORMWATER GENERAL PERMIT

INSTRUCTIONS TO BIDDERS

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

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

- 1.** The bid form furnished by Wayne County with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID FORM FROM THE PROPOSAL!**
- 2.** All entries on the bid form, including signatures, shall be written in ink.
- 3.** The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. *****Unit prices must be limited to TWO decimal places.*****
- 4.** An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the form.
- 5.** The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.
- 6.** Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use "White Out" or similar product to make corrections.
- 7.** The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Photocopy of Contractor's License Number
- 8.** Bids submitted by corporations shall bear the seal of the corporation.
- 9.** The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- 10.** The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

11. THE PROPOSAL WITH THE BID FORM STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE WAYNE COUNTY PURCHASING MANAGER’S OFFICE, LOCATED AT, 224 EAST WALNUT STREET, (4th Floor Room 480) GOLDSBORO, NC 27530, BY 2:00 PM ON, WEDNESDAY, MAY 17, 2023.

12. The sealed bid must display the following statement on the front of the sealed envelope:

“QUOTATION FOR – IVEY DRIVE IN WAYNE COUNTY, TO BE OPENED AT 2:00 PM ON WEDNESDAY, MAY 17TH, 2023.”

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

**County of Wayne, NC
Attn: Noelle Woods, Purchasing Manager
224 East Walnut Street, (4th Floor Room 480)
Goldsboro, NC 27530**

14. All questions about the meaning or intent of the Contract documents shall be submitted in writing to:

Donald Huffines
Project Manager
Michael Baker Engineering, Inc.
200 Centreport Drive, Suite 350
Greensboro, NC 27409
336-404-6967
Donald.Huffines@mbakerintl.com

Replies will be issued by Addenda, mailed or delivered to all parties recorded by the Engineer as having received the Bidding Documents. Questions received less than five business days prior to the date for opening of Bids may not be answered. Only questions answered by written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda, when issued, will be on file at the offices of the Owner and Engineer at least twenty-four hours before bids are opened. It shall be the Bidder’s responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

15. Each proposal shall be accompanied by a Bid Bond payable to the County of Wayne for an amount of not less than five percent (5%) of the total amount bid; or in lieu of the Bid Bond, the bidder may offer the bid deposit in the form of a cashier's check, or a certified check on a bank or trust company insured by the FDIC. The bid bond must be executed by a corporate surety licensed in North Carolina. The bid deposit may be held for a period of sixty (60) days pending award of the contract. Notification of award of contract shall be evidence of intent to contract and shall extend time for holding the contractor's bid surety for a time mutually agreed between the County of Wayne and the bidder.

16. The award of the Contract, if it is awarded, will be to the lowest responsive, responsible bidder whose qualifications indicate the award will be in the best interest of the County of Wayne (Owner). The Owner reserves the right to waive technicalities and/or reject any or all proposals.

17. A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, with a corporate surety approved by the County of Wayne, will be required for the faithful performance of the contract. Bidders shall provide certification that performance and payment bond sureties are licensed in North Carolina.

NCDOT STANDARD NOTES (State Funded)

ARTICLE 1 – NCDOT Standard Specifications – The 2018 North Carolina Department of Transportation Standard Specifications for Roads and Structures, herein referred to as the ‘Standard Specifications’, and the 2018 Roadway Standard Drawings, shall apply to all portions of this project except as may be modified by this document.

ARTICLE 2 – Bidder Prequalification - Bidders are required to be prequalified with NCDOT for their specific discipline. Contractors wishing to become prequalified may obtain information through the NCDOT website at:

<https://connect.ncdot.gov/business/Pages/default.aspx>

ARTICLE 3 – Disadvantaged Business Enterprise References - Since this is a State funded project with MBE/WBE participation, only those requirements and goals set forth by NCDOT Goal Setting Committee are applicable. References to any other requirements or to N.C. General Statute 143-128.2 shall not apply to this project. Refer to Special Provision SP1 G68.

ARTICLE 4 – Award of Contract - The contract will be awarded to the lowest responsible, responsive bidder. Alternate items will not be considered in determining the low bidder and will only be evaluated after the award of the contract is made.

ARTICLE 5 – 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 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 are required to become licensed by the N.C. 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.

ARTICLE 6 – Bonds - Please note that all Bid Bonds, Payment Bonds, and Performance Bonds required for this project, shall be those found on the NCDOT website. The bonds are located at:

Bid Bonds (M-5):

<https://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/04%20Bid%20Bonds.doc>

Payment Bonds (M-6):

<https://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/05%20Payment%20Bonds.doc>

Performance Bonds (M-7):

<https://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/06%20Performance%20Bonds.doc>

ARTICLE 7 – Liability Insurance – In addition to any insurance requirements as may be required by the LGA, the Contractor is obligated to comply with Article 107-15 of the *Standard Specifications* including the dollar limits set forth.

ARTICLE 8 – Proprietary Items - When a proprietary (brand name) product, whether material, equipment or procedure, are specified in the plans or specifications, they are used only to denote the style, type, character, and quality desired of the product. They do not restrict the bidder from proposing other brands, makes, or manufacturers, which are determined to be of equal quality. The approval, or disapproval of those products, will be made by the Engineer prior to allowing those product(s) or material(s) to be incorporated into the work.

ARTICLE 9 – Retainage by LGAs – The LGA for this contract will not retain any amount or percentage from progress payments or final estimates due the contractor.

Retainage by Contractors – Contractors is NOT permitted to retain any amount or percentage from monies due their subcontractors or material suppliers on federally funded projects except as permitted by Subarticle 109-4(B) of the *Standard Specifications*.

ARTICLE 10 – Traffic Control –The requirements of the *Manual on Uniform Traffic Control Devices (MUTCD) – FHWA*, as amended by the *NCDOT Supplement to MUTCD*, shall apply. Traffic Control, both vehicular and pedestrian, shall be maintained throughout the project as required by these specifications as modified by the project plans or special provisions.

BID PROPOSAL ("Proposal")

TO: COUNTY OF WAYNE, NORTH CAROLINA ("Owner")

FROM: "BIDDER" _____

ADDRESS _____

DATE OF BID _____, 2023

The Bidder hereby signifies that it is his/her/its intention and purpose to enter into a formal Contract with the County of Wayne, North Carolina, to furnish all labor, materials, tools, equipment, apparatus, supplies, and the like required, and to do all the work necessary, for and because of the construction, erection, and/or installation of the proposed "Project":

IVEY DRIVE

for the County of Wayne, North Carolina in accordance with the Contract Documents, including Addenda thereto.** There is deposited, herewith, a certified check in the amount of: _____ Dollars (\$ _____), or a Bid Bond in the amount of five percent (5%) of the total aggregate amount of the Bid, made payable to the Owner, the same to be refunded to the Bidder under the conditions of and in accordance with the terms of this Proposal, which are as follows:

THAT: The Bidder has carefully examined the Plans and Specifications and all other Contract Documents and fully understands them.

THAT: The Bidder has carefully examined the site of the Project and is familiar with the conditions under which the work, or any part thereof, is to be performed and the conditions which must be fulfilled in furnishing and/or installing, erecting or constructing any or all items of the Project.

THAT: The Bidder shall provide all necessary tools, machinery, equipment, apparatus, and all other means necessary to do all the work and shall furnish all labor, materials and all else required to complete such Contract as may be entered into, in the manner prescribed in and in accordance with the terms of the Specifications and the Contract and in accordance with the true intent and meaning thereof, and in accordance with the Plans and/or Drawings and the requirements of the Consulting Engineers under them, in a first class manner.

** Fill in appropriate Addenda number(s): _____

[Terms continued on the following page.]

THAT: The rights of the Owner and the recommendations of the Engineer shall not be questioned in the Award of the Contract.

THAT: It is the intention of the Owner to let contracts on the basis of the Bids received in accordance with G.S. 143-129 and in such manner as the Owner may deem to be for the best interests of the Owner.

THAT: The Owner reserves the right to reject any or all proposals.

THAT: The work under each Section will be awarded under one Contract and that the Owner shall have the right to include such item or items as the Owner may deem to be in the best interests of the Owner.

THAT: On being awarded the Contract, the Bidder shall execute a Performance Bond and a Payment Bond, on the forms included herein, each equal to one hundred percent (100%) of the Contract Price (Contract Sum), as security for the faithful performance of the Contract.

THAT: The Bidder shall submit, in the blank spaces provided, all data, guarantees and other information called for.

THAT: This Proposal shall be signed and submitted in the manner prescribed in the Instructions to Bidders.

THAT: Should this Proposal not be accepted by the Owner, the certified check, in the amount of:

_____ Dollars (\$ _____) or the five percent (5%) Bid Bond, as applicable, deposited herewith shall be returned to the Bidder.

THAT: Should this Proposal be accepted by the Owner and the Bidder fail or neglect to execute the Contract and furnish the required Bonds within fourteen (14) days after receiving notifications of the acceptance of the Proposal and/or receipt of the formal Contract and Bond forms, the certified check, in the amount of: _____

Dollars (\$ _____), or the Bid Bond, deposited herewith shall be retained by the Owner as liquidated damages, it being understood that the Owner reserves the right to extend the time allowed for executing the Contract and/or furnishing the Bond in its sole discretion.

THAT: The Bidder shall complete such Contract as may be entered into within the number of consecutive calendar days specified in the Contract from the date of the Notice to Proceed.

THAT: The Bidder proposes to enter into a Contract in accordance with this Proposal, the Plans and Specifications and the Contract Documents included herein, for the prices shown on the following pages.

THAT: The successful bidder shall be required to submit a complete detailed cost breakdown of the Lump Sum Bid Price amount (if project is a lump sum bid) for payment purposes, for approval by the Engineer, prior to the Award of the Contract.

[Terms continued on the following page.]

THAT: It is the intent of these Contract Documents to obtain a Contract based on a Lump Sum Price except where Unit Prices are specifically requested. Where a discrepancy exists between words and numbers in the Bid amount, the written words shall govern. Where a discrepancy exists between unit prices and mathematical computations in the Itemized Proposal, the unit prices and quantities in the Itemized Proposal shall govern.

THAT: The successful bidder shall have all proper Bidder licenses and privilege licenses or obtain as required under North Carolina state laws governing their respective trade(s).

THAT: The successful bidder and all subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and shall provide documentation or sign affidavits or any other documents requested by the Owner demonstrating such compliance.

THAT: If the proposal is accepted and the awarded is made, the contract is valid only when signed by either the contact officer or such person as may be designated by the County Manager to sign for Wayne County, NC. The conditions and provisions herein cannot be changed except over the signature of the said contract officer or county manager.

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

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

THAT: 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.

INCLUDING BUT NOT LIMITED TO, THE FOLLOWING FORMS AND DOCUMENTATION SHALL BE COMPLETELY FILLED OUT AND SUBMITTED WITH THE BIDS:

- A. Bid Bond or other allowable bid security;
- B. Photocopy of Bidder's North Carolina Contractors License;
- C. Enter Contractor's License Number where called for in proposal and on the outside of sealed envelope containing the proposal;
- D. Certified List of Major Subcontractors;
- E. Certified List of Equipment/Material Manufacturers;
- F. Bidder's Certificate as to Organization and Authority;
- G. Letter of Intent to Perform as a Subcontractor for each
- H. Listing of DBE Subcontractors
- I. E-Verify Affidavit
- J. Non-Collusive Affidavit; Debarment Certification and Gift Ban Certification
- K. Acknowledgment of Addendum(s)

ITEMIZED PROPOSAL

ITEM NO.	ITEM DESCRIPTION	SPECIFICATION REFERENCE	QUANTITY	UNIT	UNIT BID PRICE	AMOUNT BID
1	Mobilization	SP	1	LS		
2	Construction Surveying	801	1	LS		
3	Grading	226	1	LS		
4	Foundation Conditioning Material, Minor Structures	300	100	Tons		
5	Foundation Conditioning Geotextile	300	310	SY		
6	Aggregate Base Course	520	22	TON		
7	Incidental Stone Base	545	10	TON		
8	Milling Asphalt Pavement, 3.0" Depth	607	1,325	SY		
9	Asphalt Surface Course S9.5B	610	1,290	Tons		
10	Asphalt Base Course B25.0B	610	1,780	Tons		
11	2'-6" Concrete Curb and Gutter	846	4,900	LF		
12	4" Concrete Sidewalk	848	1,390	SY		
13	Concrete Curb Ramps	848	8	EA		
14	15" RC Pipe Culv, Class IV	310	20	LF		
15	18" RC Pipe Culv, Class IV	310	580	LF		
16	24" RC Pipe Culv, Class IV	310	316	LF		
17	18" Pipe End Section	310	3	EA		
18	24" Pipe End Section	310	1	EA		
19	Masonry Drainage Structure	840	20	EA		
20	Catch Basin Detail 4/C5.1	SP	3	EA		
21	Frame with Grate and Hood, Std. 840.03 (E)	840	2	EA		

ITEM NO.	ITEM DESCRIPTION	SPECIFICATION REFERENCE	QUANTITY	UNIT	UNIT BID PRICE	AMOUNT BID
22	Frame with Grate and Hood, Std. 840.03 (F)	840	8	EA		
23	Frame with Grate and Hood, Std. 840.03 (G)	840	6	EA		
24	Frame with Two Grates, 840.16	840	4	EA		
25	Frame with Two Grates, 840.22	840	3	EA		
26	Adjustment of Meter Boxes or Valve Boxes	858	1	EA		
27	Adjustment of Manholes	858	1	EA		
28	Rip Rap, Class B	876	15	Tons		
29	Rip Rap, Class I	876	20	Tons		
30	Geotextile For Drainage	876	255	SY		
31	Contractor Furnished, Type E Sign	901	9	SF		
32	Supports, 3-lb Steel U-Channel	903	42	LF		
33	Sign Erection, Type E (Ground Mounted)	904	3	EA		
34	Sign Erection, Relocate Type E (Ground Mounted)	904	3	EA		
35	12" Sanitary Gravity Sewer	1520	140	LF		
36	Ductile Iron Sewer Pipe Fittings	1520	85	LB		
37	4' Dia. Utility Manhole	1525	1	EA		
38	24" Encasement Pipe	1540	50	LF		
39	36" Encasement Pipe	1540	50	LF		
40	Temporary Silt Fence	1605	6,950	LF		
41	Erosion Control Stone, Class A	1610	70	TON		
42	Erosion Control Stone, Class B	1610	40	TON		
43	Sediment Control Stone	1610	210	TON		
44	Temporary Mulching	1615	12	Acres		

ITEM NO.	ITEM DESCRIPTION	SPECIFICATION REFERENCE	QUANTITY	UNIT	UNIT BID PRICE	AMOUNT BID
45	Seed For Temporary Seeding	1620	800	LB		
46	Fertilizer for Temporary Seeding	1620	4	Tons		
47	Silt Excavation	1630	70	CY		
48	Matting for Erosion Control	1631	1,375	SY		
49	1/4" Hardware Cloth	1632	925	LF		
50	Special Stilling Basin (Silt Bag)	1639	1	EA		
51	Coir Fiber Baffle	1640	105	LF		
52	Mowing	1660	9	Acres		
53	Seeding and Mulching	1660	12	Acres		
54	Seed for Repair Seeding	1661	150	LB		
55	Fertilizer for Repair Seeding	1661	0.25	Tons		
56	Seed for Supplemental Seeding	1662	275	LB		
57	Fertilizer Topdressing	1665	8	Tons		
58	Specialized Hand Mowing	1667	10	MHR		
59	Response for Erosion Control	SP	19	EA		
60	Concrete Washout Structure	SP	2	EA		
61	Fabric Insert Inlet Protection Device (Gutter Buddy)	SP	3	EA		
62	Temporary Traffic Control	SP	1	LS		
63	Paint Pavement Marking Symbols	1205	3	EA		
64	Paint Pavement Marking, 24"	1205	60	LF		
65	Paint Pavement Marking, 4"	1205	330	LF		

TOTAL BID PRICE	
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Bidder _____
(Print)

NOTE: PROPOSAL SIGNATURE REQUIRED ON PAGE 00300-14. ALL PROPOSALS MUST BE PROPERLY EXECUTED TO BE CONSIDERED A VALID BID.

BID SECURITY:

Accompanying this Proposal is a (1) _____ in the amount of
(2) _____ Dollars
(\$ _____).

NOTE: (1) Insert the words "bank draft," "certified check," "bid bond", or "cashiers check", as the case may be.

(2) Amount must be equal to at least five percent (5%) of the total Bid.

BIDDER'S LICENSE:

The Bidder certifies that (he/she/it) is licensed as a Bidder under the specific North Carolina state law regulating his/her/its particular trade and that the number of the license under which he/she/it now operates is _____. The Bidder has 60 days after bid opening to obtain a NC license.

BIDDER'S CERTIFICATION AS TO ORGANIZATION AND AUTHORITY:

The Bidder certifies that the Affidavit of Organization and Authority, like the other documents attached hereto, form an integral part of the Proposal, and the Bidder acknowledges that the Owner will rely on the information provided therein in reviewing the Proposal and awarding a Contract.

LIQUIDATED DAMAGES:

The Bidder agrees, further, that the Owner may retain those amounts indicated in the Contract from the amount of compensation due the Bidder, under the terms of the Contract, for each and every day that the work remains incomplete and/or unsatisfactory beyond the completion date(s) specified in the Notice to Proceed. This amount is agreed upon as the proper measure of liquidated damages the Owner will sustain, per day, by the failure of the Bidder to complete the work within the stipulated time, and it is not to be construed in any sense as a penalty.

The Bidder shall not have or bring a claim against the Owner, or raise as a defense against the imposition of liquidated damages, other construction purportedly impeding Bidder's progress or timely project completion.

(SIGNATURE PAGE)

Dated _____, 20__.

Bidder—Legal Entity (SEAL)

By: _____ (SEAL)
(SIGN HERE)

SEAL-if corporation

Printed Name

Address

() _____
Telephone No.

Subscribed and sworn to before me this ____ day of _____, 20__

Notary Public

My Commission Expires:

BIDDER'S CERTIFICATES
AFFIDAVIT OF ORGANIZATION AND AUTHORITY
SWORN STATEMENT

STATE OF _____)

COUNTY OF _____)

_____ being first duly sworn on oath deposes and says that the Bidder on the attached Bid Proposal is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that this deponent is authorized to make them.

(Fill Out Applicable Paragraph)

CORPORATION:

The Bidder is a corporation organized and existing under the laws of the State of _____, it operates under the legal name of _____, and the full names of its officers are as follows:

President _____
Secretary _____
Treasurer _____

and it does _____ have a corporate seal. The _____ is/are authorized to sign construction proposals and contracts for the company by action of its Board of Directors taken _____, a certified copy of which is hereto attached. (Strike out this last phrase if not applicable.)

PARTNERSHIP:

The Bidder is a [limited/general] partnership consisting of individual/corporate partners as follows:

<u>General Partners</u>	<u>Limited Partners</u>
_____	_____
_____	_____

The partnership does business under the name of : _____

LIMITED LIABILITY COMPANY:

The bidder is a [member-managed/manager-managed] limited liability company consisting of the following individual/corporate members/managers:

<u>Managers</u>	<u>Members</u>
_____	_____
_____	_____

INDIVIDUAL:

The Bidder is an individual whose full name is:

_____ and if operating under a trade name, said trade name is as follows:

The business address of the Bidder is:

Its phone number is: _____

The contact person for this Proposal is:

Bidder

By: _____

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

Notary Public

County

My Commission Expires:

NOTICE OF AWARD

TO: CONTRACTOR/BIDDER: _____

ADDRESS: _____

FROM: _____

OWNER: County of Wayne
Goldsboro, North Carolina

PROJECT: _____

You are hereby notified that the Owner has considered the Bid Proposal submitted by you for the above-described project in response to its Notice to Bidders dated _____.

It appears that it is to the best interest of said Owner to accept your Bid Proposal in the amount of: _____ Dollars (\$_____). You are therefore hereby notified that your Bid Proposal has been accepted for **IVEY DRIVE**.

The Bidder is required by as a condition of its Award of the Contract to execute and deliver the formal Contract with the Owner and to furnish the required Bidder's Performance and Payment Bonds within fourteen (14) days from the date of the delivery of this Notice to you.

- END OF SECTION -

If you fail to execute said Contract and to furnish said Bonds within fifteen (15) days from the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid Proposal as abandoned and to award the work covered by your Bid Proposal to another bidder, or to readvertise the work or otherwise dispose thereof as the Owner may see fit.

Dated this _____ day of _____, 20_____.

County of Wayne, North Carolina

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 20_____.

Bidder

By: _____

Title: _____

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AGREEMENT (CONTRACT)

**INSTRUCTIONS TO CONTRACTORS AND
REQUIREMENTS AS TO FORM FOR COUNTY OF WAYNE, NC AGREEMENTS**

DO NOT REMOVE FROM AGREEMENT

Contractor has been provided two (2) duplicates of the Agreement (or shall create two copies of the electronic version if Contractor has received that from the Owner). Each of the two copies shall be signed and returned to the Engineer or Architect for signature by the Owner. One counterpart will be returned to the Contractor after Owner has executed the Agreement and all initial submittals due with the Agreement have been made to Owner. The other counterpart of the Agreement will be retained for the Owner and Engineer or Architect. If the Contractor requires additional copies, he shall notify the Owner, Engineer or Architect upon his Acknowledgement of the Notice of Award.

Please observe the following in executing the attached Agreement:

1. The Owner may contract with four types of legal entities.
 - (a) If the Agreement is with an individual, that individual should sign the Agreement exactly as his/her name is set out. If the Agreement is with an individually-owned business, the Agreement should be with the individual owner, and not the named business.
 - (b) Execution on behalf of a corporation should be by the president or a vice president, attested by the corporate secretary, with the corporate seal affixed. An official other than president or vice president should attach documentation of his/her authority to execute and bind the corporation.
 - (c) If the Agreement is with a partnership, all general partners of the partnership should execute the Agreement unless an authorized partner is designated to execute, in which case documentation of such authorization should be attached.
 - (d) If the Agreement is with a limited liability company, all managers of the limited liability company should execute the Agreement. If the limited liability company is member-managed, all members should sign the Agreement. If only certain manager(s) or member(s) of the limited liability company are authorized to execute the Agreement, documentation of such authorization should be attached.
2. After signing the Agreement, the appropriate notary's acknowledgement, in the individual, corporate or partnership form should be completed.
3. The Agreement will already be dated as of a certain date when Contractor receives it, which date will aid the Contractor in obtaining the Performance and Payment Bonds. The date of the Bonds must not be prior to the date of the Agreement. The Performance Bond and Payment Bond shall correctly reference the Agreement, including the date assigned to it. The Bonds shall be signed by the Contractor, and its signature shall be acknowledged with the appropriate acknowledgement form. Next, the Bonds, in approved form, must be signed by the authorized agent of the Surety Company issuing the Bonds, and an executed Power of Attorney document authorizing the agent to sign must accompany the Bond Documents.

4. The Bid Form and all other documents submitted with the Bid shall be included with the Agreement. Complete the Acceptance of Notice of Award section on the last page of the Bid Proposal.
5. Page 400-3: Fill in the Contractor name and address.
6. Pages 400-8 through 400-11: Choose the appropriate signature page and complete it in its entirety.
7. Pages 400-12 through 400-14: Complete in their entirety.
8. Page 400-15: Attach the Certificate of Insurance. All parties required to be named as additional insured parties by the Contract Documents in connection with the attached Agreement shall be named on the Certificate of Insurance for each policy.
9. Page 400-16: The Owner shall execute the page evidencing compliance with the Fiscal Control Act prior to sending a counterpart of the Agreement to the Contractor.
10. Pages 00500-17 through 00500-20: Schedule 1 – Identification of Parties and Their Authorized Representatives. The names of all parties intended to act on behalf of the parties in the roles specified in Schedule 1 should be clearly specified in such Schedule by the Contractor and the Town.
11. Once the Owner has received and approved the Agreement, the Payment and Performance Bonds and all other required documents, it will send a counterpart of the fully-executed Agreement to the Contractor. Failure to fully complete both required sets of the Agreement and timely provide all the Payment and Performance Bonds will cause delays in the approval by the Owner and therefore delay the issuance of the Notice to Proceed.

AGREEMENT

This Agreement (the "Agreement ") is made as of the ___ day of _____, in the year 20 ___, by and between the County of Wayne, North Carolina, (the "Owner") and _____ of _____, (the "Contractor").

WITNESSETH

THAT, WHEREAS, an Award of Contract (the "Award") for:

Ivey Drive Goldsboro, NC

as prepared by B.R. Kornegay, Inc. and Michael Baker Engineering, Inc. for the County of Wayne (Owner), has recently been awarded to the Contractor by the Owner.

AND WHEREAS, the work to be performed by the Contractor or its subcontractors, and the labor, materials, equipment, apparatus, and supplies to be provided in connection therewith (collectively, the "Work") is more particularly described in the Proposal (the "Proposal") attached hereto.

AND WHEREAS, the aggregate cost of the Work (referred to as either the "Contract Price" or the "Contract Sum") and the individual prices and rates of the various components of the Work that together comprise the Contract Price, are more particularly described in the Proposal.

AND WHEREAS, it was one of the conditions of said Award that a formal contract should be executed by and between the Owner and the Contractor, evidencing the terms of said Award.

NOW THEREFORE, THIS AGREEMENT FURTHER WITNESSETH THAT the Owner and the Contractor represent, warrant, covenant and agree as follows:

It is agreed and understood that the terms and conditions of the following documentation of are a part of and parcel to this Agreement to the same extent as if incorporated herein in full [check the applicable documentation]:

_____ North Carolina Department of Transportation Standard Specifications for Roads and Structures (January 2018) and 2018 NCDOT Roadway Standard Drawings (January 2018).

The Contractor hereby covenants and agrees with the Owner that it will, for a sum equal to the Contract Price, well and faithfully perform, provide and execute the Work in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the Notice to Bidders/Invitation to Bid, the Instructions to Bidders, the Proposal, the Plans, the Specifications, the General Conditions and the Contract Documents (as that term is defined in the General Conditions), all of which are a part of and parcel to this Agreement to the same extent as if incorporated herein in full.

And the Owner does hereby covenant and agree with the Contractor that it will pay to the Contractor, when due and payable under the terms of the Contract Documents and the Award, the Contract Price, and that it will well and faithfully comply with and perform each and every obligation imposed upon it by said Contract Documents and the terms of said Award.

CONTRACT TIME AND LIQUIDATED DAMAGES:

(4-17-12)

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SP1 G07 C

The Contractor shall commence the Work on the commencement date specified in a written order of the Owner (the "Notice to Proceed"). The Work shall be **finally and fully completed**, so that it is ready for final payment, as evidenced by the Engineer's or the Architect's written recommendation, within **Three Hundred and Sixty-five (365) CONSECUTIVE CALENDAR DAYS** of the commencement date specified in the Notice to Proceed (such deadlines being referred to herein and in the Contract Documents as the "Contract Time" or the "Contract Times"). In the event that the Work is not completed to the standards and degrees required by the Contract Times, or either of them, liquidated damages shall be assessed against the Contractor for each day of delay as described herein below.

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 seven (7)-day time period required for advance placement for work zone advance warning sign placement prior to commencing road work, closing a roadway, or commencing lane shifts will be considered to be a part of and included within the contract time.

The liquidated damages for this contract are **Two Hundred Dollars (\$200.00)** per calendar day. These liquidated damages will not be cumulative with any liquidated damages which may become chargeable under Intermediate Contract Time Number 1.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

(12-18-07) (Rev. 2-21-12)

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SP1 G13 B

Except for that work required under the Project Special Provisions entitled *Planting, Reforestation* and/or *Permanent Vegetation Establishment*, included elsewhere in this proposal, the Contractor will be required to complete all work included in this contract and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is the date of availability of the contract.

The completion date for this intermediate contract time is the date which is **One Hundred Eighty (180)** consecutive calendar days after the date of availability.

The liquidated damages for this intermediate contract time are **Eight Hundred and Fifty Dollars (\$850.00)** per calendar day.

Upon apparent completion of all the work required to be completed by this intermediate date, a final inspection will be held in accordance with Article 105-17 and upon acceptance, the Department will assume responsibility for the maintenance of all work except *Planting, Reforestation* and/or *Permanent Vegetation Establishment*. The Contractor will be responsible for and shall make corrections of all damages to the completed roadway caused by his planting operations, whether occurring prior to or after placing traffic through the project.

IDENTIFICATION OF PARTIES AND AUTHORIZED REPRESENTATIVES

Various parties to the Contract, and parties who will be acting on another party's behalf from time to time, are identified in Schedule 1 attached hereto. Although certain parties may act on another party's behalf from time to time under the Contract Documents in certain respects (issuing directives, for instance), with

respect to most documentation issued under the Contract Documents, the set of people that may bind each party is limited. The proper identification of those specific individuals (through name or title identification) that are entitled and authorized to bind the parties to the various Contract Documents that exist or may be created in connection with this Agreement is critical to the proper administration of this Agreement, and those individuals are specified in Schedule 1 attached hereto.

VERIFICATION OF WORK AUTHORIZATION

Contractor represents and warrants that now and continuing for the term of Agreement, Contractor, and all subcontractors, will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation or sign affidavits or any other documents requested by the Owner demonstrating such compliance.

ELECTRONIC VERSION OF CONTRACT DOCUMENTS

Owner may convert a signed original of the Contract Documents to an electronic record pursuant to a North Carolina Department of Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Contract shall be deemed for all purposes to be an original signed Contract.

IN WITNESS WHEREOF, said Contractor and Owner, being duly authorized, have caused these presents to be signed in their names as of the day and year first above written.

OWNER:

County of Wayne,
a North Carolina municipality

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in the County and State aforesaid, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____, 20__.

Notary Public

[OFFICIAL SEAL]

Printed name of Notary Public

My Commission Expires: _____

[Contractor's Signature, if individual(s)]

CONTRACTOR:

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____, 20__.

Notary Public

My Commission expires: _____

[OFFICIAL SEAL]

IMPORTANT

NOTE: If Contractor is an individual, his/her signature shall be placed above. The signature of the Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

[OR: Contractor's Signature, if a corporation]

CONTRACTOR:

_____ a _____ corporation

ATTEST:

Secretary
(SEAL)

By: _____
Name: _____
Title: _____ President

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, do hereby certify that _____ personally came before me this day and acknowledged that he/she is _____ Secretary of _____, a _____ corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by himself/herself as its _____ Secretary.

Witness my hand and official seal, this the _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

[OFFICIAL SEAL]

IMPORTANT

NOTE: If the Contractor is a Corporation, the legal name of the Corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the Corporation. If the signature is by an agent other than an authorized officer of the Corporation, a Resolution must be attached hereto. The signature of the Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

[OR: Contractor's Signature, if a partnership]

CONTRACTOR:

_____,
a [general/limited] partnership (SEAL)

By: _____ (SEAL)

Name: _____

Title: General Partner

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, do hereby certify that _____, General Partner of _____, a _____ [general/limited] partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as his/her act and deed and as the act and deed of the partnership.

Witness my hand and official seal, this the _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

[OFFICIAL SEAL]

IMPORTANT

NOTE: If Contractor is a partnership, the true name of the firm shall be set forth above, together with the signatures of all the general partners (add more "by/name/title" signature lines beneath the partnership name if there is more than one general partner). If the signature is by an agent other than all general partners, a Resolution must be attached hereto. The signature of the Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

[OR: Contractor’s Signature, if a limited liability company]

CONTRACTOR:

_____,
a limited liability company (SEAL)

By: _____ (SEAL)

Name: _____

Title: Member/Manager

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, do hereby certify that _____ a [Member/Manager] of _____, a _____ limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as his/her act and deed and as the act and deed of the company.

Witness my hand and official seal, this the ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

[OFFICIAL SEAL]

IMPORTANT

NOTE: If Contractor is a limited liability company, the true name of the firm shall be set forth above, together with the signatures of all the managers (add more “by/name/title” signature lines beneath the company name as necessary). If the signature is by an agent other than all of the managers of the limited liability company (or all of the members, if the company is member-managed), a Resolution must be attached hereto. The signature of the Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

AFFIDAVIT

(To be attached to all Agreements)

STATE OF)
) SS
COUNTY OF)

_____ being first duly sworn on oath deposes and says that
s/he is _____ (attorney-in-fact or agent) of
_____ (bonding company) surety on the attached Agreement on
_____ executed by
_____ (Contractor).

Affiant further deposes and says that no officer, official or employee of the Owner has any interest directly or indirectly, or is receiving any premium, commission fee or other thing of value on account of the same or furnishing of the Bond, undertaking or Contract of Indemnity, Guaranty, Suretyship in connection with the above mentioned Agreement.

Signed _____

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

(Notary Public, _____ County, _____)

My Commission Expires _____

RESOLUTION OF CONTRACTOR'S PARTNERS, MANAGERS OR MEMBERS
(Fill in and attach if necessary)

[CORPORATION/PARTNERSHIP/LIMITED LIABILITY COMPANY NAME]

CERTIFICATE OF AUTHORITY

KNOW ALL MEN BY THESE PRESENTS:

That at a meeting of the [board of directors/partners/all members/managers] of [Contractor] a [business corporation/partnership/limited liability company] duly organized under the laws of the State of _____, held on _____, 20__ the following Resolution was adopted, which Resolution is still in effect:

RESOLVED, that [any of] the following:

[insert individual name and title]

be, and they hereby are, authorized to execute any and all documents, including contracts, on behalf of [Contractor] and further that Certificates of Authority setting out this Resolution be prepared and certified by [the Secretary of [Contractor]/all partners/all members/managers] to be used to evidence such authority.

[For a corporation, use the following certification of the Secretary:]

That I am the duly elected and qualified Secretary of [Contractor] and the keeper of records of said company; that the foregoing is a true and correct copy of a Resolution duly adopted at the meeting described above and held in accordance with its charter and bylaws, and that the same is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed by name as Secretary by order of the ___ this ___ day of ___, ____.

, Secretary

STATE OF _____
COUNTY OF _____

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

[SEAL]

Notary Public

[For partnership or limited liability company, use the following certification of all partners/members/managers, whose signatures should all appear below or otherwise attached:]

That the following consist of all [partners/members/managers] of [Contractor]; that the foregoing is a true and correct copy of a Resolution duly adopted at a meeting described above and held in accordance with its charter and bylaws, and that the same is now in full force and effect.

Partner/Member/Manager's name

Partner/Member/Manager's signature

Partner/Member/Manager's name

Partner/Member/Manager's signature

[List all partners/members/managers and include signatures for each. Use additional pages as attachments if necessary.]

STATE OF _____
COUNTY OF _____

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

[SEAL]

Notary Public

CERTIFICATE OF INSURANCE/INSURANCE ENDORSEMENTS

(Attach)

[See the General Conditions for specific requirements.]

CERTIFICATE OF PAYMENTS

I hereby certify that I am the legal and duly appointed Financial Officer for the Owner of this project and that provision for the payment of the moneys to fall due under this Agreement has been made by appropriation duly made or by bonds or notes duly authorized, as required by the Local Government and Fiscal Control Act.

BY: _____

TITLE: _____

DATE: _____

SCHEDULE 1

IDENTIFICATION OF PARTIES AND THEIR AUTHORIZED REPRESENTATIVES

USE THIS FORM WHEN REVIEWING CONTRACT DOCUMENTATION TO ENSURE THAT PROPER AUTHORIZATION HAS BEEN GRANTED BY EACH PARTY TO SUCH DOCUMENTATION.

The “Owner” is **Wayne County, North Carolina**, and its successors and assigns, and is the party for whom the Work is to be performed. Except as otherwise specifically stated in the Contract Documents, neither the Architect nor the Engineer has authority to bind the Owner. Except as otherwise specified below for various contract documentation, the Owner is represented by and may be bound by the Project Manager or the Project Engineer with respect to day-to-day issues and correspondence.

The “Engineer” is the **Owner and/or any other party identified by the Owner as the Engineer** for the Work from time to time. In its sole discretion, the Owner may act in the stead of the Engineer, exercising any of the rights or responsibilities of the Engineer provided under the Contract Documents, so long as the Owner provides notice to the Contractor of its intent to do so. In its sole discretion, the Owner may delegate any of the rights or responsibilities of the Engineer to a third party, who, for the purposes of the rights and responsibilities so delegated, shall be governed by the Contract Documents, so long as the Owner provides notice to the Contractor of its intent to do so.

The Engineer’s Consultant is **Michael Baker Engineering, Inc., 200 Centreport Drive, Suite 350, Greensboro, NC 27409** and any other party to a subcontract with Engineer in connection with the Work.

The parties hereby agree that, notwithstanding any provision in the Contract Documents that appears to or in fact grants one party the right to act on behalf of another party, with respect to the documentation below, those individuals named below, personally or by role or title (or any person at a position “higher” than the individual or role named below) (in either event, an “Authorized Party”) shall be the only people entitled to execute the documentation for which that individual or role is named. A position is “higher” than another position in a company if the position is an office authorized by law to bind the entity or the latter position reports (directly or through other parties) to the position in question. When an Authorized Party executes a Contract Document for which it is specified as an Authorized Party, such Authorized Party shall be deemed to be acting on behalf of the party for whom it is executing such document, binding such party as to obligations acknowledged and representations and warranties made in such documentation, and no other proof of agency, authority or delegation of power is necessary to so bind such party by the execution of the document by the Authorized Party.

<u>Document</u>	<u>Party to Execute</u>	<u>Person/Role Having Capacity to Sign</u>
Agreement	Owner	<u>Chip Crumpler, County Manager</u>
	Contractor	_____ [President or Vice-President]
Application for Payment	Contractor	_____

	Engineer	<u>Michael Baker Engineering, Inc.</u>
	Owner	<u>Chip Crumpler, County Manager</u>
Field Order	Engineer	<u>Michael Baker Engineering, Inc.</u>
	Owner	<u>Chip Crumpler, County Manager</u>
	Contractor	_____
<u>Document</u>	<u>Party to Execute</u>	<u>Person/Role Having Capacity to Sign</u>
Work Change Directive	Owner	<u>Chip Crumpler, County Manager</u>
	Contractor	_____
Change Order (Recommendation and Contract Amendment)	Engineer/ (Review/ Recommend)	<u>Michael Baker Engineering, Inc.</u>
	Contractor (Accept recommendation)	_____
	Contractor (Amend Contract Sum or Price and/or Contract Time or Times)	_____
	Owner (Amend Contract Sum or Price and/or Contract Time or Times)	<u>Chip Crumpler, County Manager</u>
[Any other documentation]	Engineer	<u>Michael Baker Engineering, Inc.</u>
	Owner	<u>Chip Crumpler, County Manager</u>
	Contractor	_____

This Schedule 1 may be revised, amended and/or replaced by a new Schedule 1 identifying other individuals or roles entitled to execute the documentation described herein if the replacement Schedule 1 is signed by each of the parties below. The revised Schedule 1 shall be dated and attached to the Contract Documents, and a copy shall be given to all affected parties. To the extent possible, prior versions of Schedule 1 shall be removed from the Contract Documents when a replacement Schedule 1 is approved.

County of Wayne:

Contractor:

By: _____

By: _____
[President or Vice-President or Owner]

GENERAL CONDITIONS

COPIES OF DOCUMENTS:

The Engineer shall provide the Contractor with an electronic copy of any revised plans, Drawings, and Specifications as may be required for the execution of authorized changes or extra Work

NOTICE TO PROCEED:

Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. The Contract Times will commence at the time specified in such Notice to Proceed, or if no Notice to Proceed is given, thirty days following the Effective Date of the Agreement, provided that the Notice to Proceed may not specify a time of commencement later than 60 days after the Effective Date of the Agreement.

REQUIRED PRECONSTRUCTION MEETING:

The Awarded Contractor shall contact Donnie Huffines, Michael Baker Engineering, Inc. at (336) 404-6957 to arrange the required pre-construction meeting. The project superintendent is required to attend.

The proposed progress schedule must be submitted 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

CONSTRUCTION CONFERENCES:

Regular construction conferences shall be held with the Engineer or the Owner to ensure that the Work progresses appropriately, and that the Owner and the Engineer are kept apprised of the status of the Work throughout the duration of the Project.

1. Monthly Progress Meetings. Each prime contractor is required to attend monthly progress conferences called or scheduled by the Engineer at the Project Site. Each prime contractor shall be represented at these meetings by both its home office and Project personnel. These representatives shall have the authority to act on behalf of the Contractor. The meetings shall be open to the Subcontractors, materials suppliers, utility company representatives and any others whose presence and participation would contribute toward maintaining required job progress. It shall be the principal purpose of these meetings to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the Project on schedule and to complete the Project within the

specified Contract Times. Each prime contractor shall be prepared to assess the progress of the Work as required in its particular contract and to recommend remedial measures for correction of the progress as may be appropriate. The Engineer, or the representative thereof, shall be the coordinator of the conferences and shall preside as chairman. The Engineer will record minutes of the proceedings and decisions and will distribute copies of minutes to attendees. The Owner and Engineer will attend this meeting. The Contractor shall attend this meeting. The agenda will include, as a minimum: review and approve minutes of previous meeting; review progress of work since last meeting; review proposed 30-60 day construction schedule; field observations, problems and conflicts; problems that impede planned progress; corrective measures and/or procedures to regain projected schedule; revise construction schedule as indicated and plan progress during the next work period; submittal status; pending changes; maintenance of quality and work standards; status of community relations and complaint resolution; complete other current business; schedule next progress meeting.

2. Weekly Coordination Meetings. The Contractor shall meet with the Engineer at least once per week to ensure efficient coordination of the various aspects of the Work being performed.
3. Other Required Meetings. As the Engineer or the Owner believes it is appropriate and would be helpful to maintaining the efficiency and quality of the Work, the Engineer or the Owner may schedule a meeting with the Contractor and any other parties. The Contractor shall ensure proper representation at such meetings to affect their purpose, including sending any specific personnel requested by the Engineer or the Owner. Notwithstanding the foregoing, if the Contractor reasonably believes that the progress or quality of the Work will or might be impeded by attendance at the meeting, then the party calling such meeting shall work with the Contractor to reschedule it for a mutually convenient time.

SUBSURFACE INFORMATION:

Subsurface information, if provided by the Owner to the Contractor, is provided for the sole purpose of placing the Contractor in receipt of all information available to the Owner and the Engineer, and such information is not to be considered as part of the Contract Documents. Contractor acknowledges that it has interpreted the subsurface information according to its own judgment in bidding the Work and that it did not rely on the subsurface information provided to it in making its bid. The Contractor acknowledges that it assumes all risks contingent upon the nature of the subsurface conditions actually to be encountered by it in performing the Work required by the Contract, even though such actual conditions may result in the Contractor performing more or less Work than originally anticipated. Unless the Owner specifically agrees in writing, neither the Contract Times nor the Contract Price shall be adjusted on the basis of the actual subsurface conditions being different than as revealed in the subsurface information provided to the Contractor by the Owner.

REFERENCE POINTS:

Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor

shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point, survey markers, property corners, right of way monuments or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by a North Carolina Professional Land Surveyor (PLS).

Engineer may check lines, elevations, reference marks, batter boards, and the like, set by Contractor. Contractor shall correct any errors disclosed by such check as directed by the Engineer. No such check shall be deemed an approval of Contractor's Work, nor shall it relieve Contractor of the responsibility for accurate construction of the entire Work. Contractor shall furnish personnel to assist Engineer in checking lines and grades.

CONSTRUCTION STAKING AND SURVEYING:

All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Contract Drawings or as directed by the Engineer. Elevations of existing ground, structures and appurtenances are believed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake-out survey shall be referred immediately to the Engineer for interpretation or correction.

The Contractor shall provide and maintain substantial survey markings delineating easement and property boundaries during construction. These markings shall be in place and approved by the Engineer prior to beginning construction activities.

WATER FOR CONSTRUCTION:

Water needed for construction of the Work shall be responsibility of the contractor. The cost of water shall be incidental to the contract and no separate payment will be made by the Owner.

VIDEO OF PROJECT SITE:

The Contractor is required to perform video inspections and take photographs of the proposed construction areas before disturbing the Site in order to establish an accurate record of the pre-construction conditions for comparison to the final restoration work. The Contractor shall provide the Owner with copies of all video and photographic records. The cost of video and photographic work shall be incidental to the contract and no separate payment will be made by the Owner.

GROUNDWATER:

Any apparent unexpected changes in groundwater or soil conditions at the Project Site during the course of the Work shall be reported to the Owner and then referred to the Owner's geotechnical engineering resource for the Project. If such resource has not already been identified at the time of discovery of the change in groundwater or soil conditions, the Contractor shall notify the Owner of such change and inquire as to what geotechnical engineering resource the matter should be referred (and then make such reference).

PUBLIC NOTICE:

The Contractor shall continually notify members of the public that own or occupy private property that may be affected by the scheduled Work of portions of the Work that affect or are likely to affect their property. (Property affected by the proposed Work includes properties that are adjacent to the Site, or in close enough proximity to be materially impacted by utility service interruptions, noise or dust or other normal by-products of the Work, or near which vehicles and/or materials are to be stored or parked during the course of the Work.) The Owner will distribute a letter to all property owners that will be affected by the proposed Work describing the Project. When construction begins, the Contractor shall notify residents at least 72 hours in advance of when their property will be directly affected by the Work, with continual updates as required by the progress of the Work.

EXISTING UTILITIES:

The Contractor shall be responsible for the location and verification of all utilities prior to construction, both public and private, within the Site. Prior to commencing construction, the Contractor shall walk the Site verifying the location of all utilities in order to determine which utilities the Contractor may deem to be in conflict with the Work. At the completion of the walk-through, the Contractor shall notify the Engineer in writing of any such conflicts. The Contractor shall also attend monthly progress meetings with the Owner or Engineer, and utility company representatives if appropriate, to discuss potential and/or existing conflicts on all roadway and utility portions of the Work, unless such meeting is waived for a particular month or for the duration of the Project by the Engineer. At the option of the Owner, such meetings may occur in connection with any monthly progress meetings established pursuant to the Contract Documents.

Where existing utilities and structures are indicated on the Drawings, it shall be understood that all of the existing utilities and structures affecting the Work may not be shown and that the locations of those shown are approximate only. It shall be the responsibility of the Contractor to ascertain the actual extent and exact location of the existing utilities and structures. In every instance, the Contractor shall notify the proper authority having jurisdiction and obtain all necessary directions and approvals before performing any Work in the vicinity of existing utilities.

The Work shall be carried out in a manner to prevent disruption of existing services and to avoid damage to the existing utilities. Temporary connections shall be provided, as required, to ensure that no interruption of existing services occurs. Any damage resulting from the Work shall be promptly repaired by the Contractor at its own expense in a manner approved by the Engineer and further subject to the requirements of any authority having jurisdiction. Where it is required by the authority having jurisdiction that such jurisdiction perform its own repairs or have them done by others, the Contractor shall be responsible for the costs thereof.

BONDS AND INSURANCE:

- A. All evidence of bonds and insurance required in this Article shall be provided prior to the Contractor or its Subcontractors commencing the Work or making or accepting delivery of materials or equipment to the Site. Evidence of the insurance provided to Owner shall include at a minimum a copy of the insurance policy with an endorsement naming the Owner as an additional insured. Failure of the Contractor to timely obtain and deliver evidence of bonds and insurance as described herein shall not excuse Contractor from adhering to the progress scheduling for the Work, and any such resulting failure of the

Contractor to adhere to the Progress Schedule or the Contract Times shall entitle the Owner to such sanctions and remedies as are provided elsewhere in the Contract Documents for insufficient progress on the Work.

- B. The minimum insurance ratings for any company insuring the Contractor shall be Best's A-. Should the ratings of any insurance carrier insuring the Contractor fall below the minimum rating, the Owner may, at its option, require the Contractor to purchase insurance from a company whose rating meets the minimum standard.
- C. In the event that the insurance coverage required herein is not generally commercially available, then Contractor shall be responsible for paying for the difference between the total amount of liability and/or damages and the total amount that is covered by its insurance proceeds.
- D. The Contractor shall provide to the Owner, upon request, insurance certificates and endorsements or other evidence that all Subcontractors are carrying the required insurance. In lieu of each Subcontractor being required to carry the necessary insurance, the Contractor may insure the activities of its Subcontractors under its policy(ies). In such case, evidence of such coverage shall be provided on the Contractor's insurance certificates. Subcontractors shall in all cases, however, provide workers' compensation and employer's liability insurance and motor vehicle liability insurance.
- E. An authorized representative of the insurance company(ies) providing coverage required herein shall certify that all of the required insurance coverages and amounts specified in the Contract Documents are provided by the submitted policies. The certification shall be signed by the authorized representatives of the insurance company(ies) and notarized. The authorized representative of the insurance company(ies) shall specifically indicate with the submittal which of the policies submitted fulfill which specific coverage and amounts specified under Sections 5.04 and 5.05 of the Contract. The certification, including the correlation, shall be furnished and included with the insurance certificates and insurance endorsements so effecting such coverage. One (1) copy of each such insurance policy and endorsements and the certificates indicating each type of coverage mentioned, and the correlation between the insurance furnished and that required, shall be provided to each insured party.
- F. The insurance required to be provided by the Contractor (except Worker's Compensation and Employer's Liability insurance) shall name the following as additional insureds [check applicable parties]:

County of Wayne

_____ Engineer

_____ Engineer's Consultant

Other: North Carolina Department of Transportation

CONTRACTOR'S LIABILITY AND PROPERTY INSURANCE:

- 1. Include builder's risk/fire and extended coverage insurance, including coverage for vandalism and malicious mischief for the life of the Contract upon all Work in place and all materials at the Site;

2. Include special hazards insurance covering bodily injury and property damage resulting from blasting and explosions, collapse of or structural injury to any structure, and damage to underground structures, pipes or conduits due to the Contractor's or its Subcontractor's operations;

and

3. contain provisions or endorsements that:
 - a. the Owner shall be notified in writing within thirty (30) days after the filing of each claim under the policy;
 - b. full coverage shall be reinstated after payment of each claim;
 - c. the insurer shall have no right of recovery or subrogation against the Owner, its agents or agencies, or the Engineer, it being the intention of the parties that the insurance policies shall protect both the Owner and the Engineer and be primary coverage for any and all losses covered by the policies;
 - d. the clause "other insurance provisions" in a policy in which the Owner, its agents or agencies, or the Engineer is named as an insured, shall not apply to such insured parties;
 - e. the insurance companies issuing the policy or policies shall have no recourse against the Owner, its agents or agencies, or the Engineer for the payment of any premiums or for assessments under any form of policy;
 - f. any and all deductibles under the insurance policies shall be assumed by and be at the sole risk and expense of the Contractor; and
 - g. the insurer expressly agrees that the Contract Price includes price modifications included in any and all Change Orders entered into during the term of the Project

A. Specific Insurance Requirements:

1. The Contractor shall provide insurance coverage for not less than the following amounts, and greater coverage where required by law :

Check if Required	Insurance	Minimum Coverage
Commercial General Liability including Premises/Operations; Explosion, Collapse and Underground Property Damages; Products/Completed Operations; Broad Form Contractual; Independent Contractors; Broad Form Property Damage; and Personal Liability:		
√	Limits in General	\$5,000,000 Each Occurrence \$5,000,000 General Aggregate
√	Personal Injury, with employment exclusion deleted	\$5,000,000 Each Occurrence
√	Completed Operations Hazard Insurance	\$5,000,000 Each Occurrence

Commercial Automobile Liability, including all owned (private and others), hired and non-owned vehicles used in the Work:		
√	Combined Single Limit (CSL)	\$2,000,000 Each Accident
Excess Liability / Umbrella Coverage:		
√	Umbrella Liability	\$5,000,000 per occurrence and policy aggregate limit
Workers Compensation and Employers Liability:		
√	Worker's Compensation	[Statutory Minimum]
√	Employer's Liability	\$1,000,000
Other Lines of Coverage:		
√	Builder's Risk/Fire and Extended Coverage, including vandalism and malicious mischief	Contract Price <i>or greater if needed.</i> ***

2. The commercial general liability insurance shall include Owner, its agents and agencies, Engineer and Engineer's Consultant and all municipalities where Work is being performed as additional insureds. The insurance policies required hereunder shall not contain any third party benefit exclusion.
3. Contractor may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with this Paragraph. Evidence of such excess liability shall be delivered to Owner in the form of a certificate indicating the policy numbers and limits of liability of all underlying

insurance. The umbrella liability insurance shall have a combined single limit of not less than \$5,000,000.

4. If any of the property and casualty insurance requirements described herein are not complied with at the renewal dates of the insurance policy(ies), then payments to the Contractor shall be withheld until all requirements have been met, or, at the option of the Owner, if the renewal premiums have not been paid, then the Owner may pay the renewal premiums and withhold the cost thereof from any monies due to the Contractor.
5. In the event that claims in excess of the coverage amounts provided herein are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due to the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the Owner.
6. The Contractor shall submit to the Owner documentation as to the cost of insurance coverage required hereunder prior to obtaining the policy(ies). The Owner may, if it deems it to be in its best interest, obtain a portion or all of the coverage on its own and receive a credit from the Contractor against the Contract [Sum or Price] for the cost of the insurance so provided by the Owner.

OWNERS LIABILITY INSURANCE:

Contractor shall purchase and maintain a separate Owner’s Protective Liability policy, issued to Owner at the expense of Contractor, including Owner and Engineer as named insured. The Contractor shall provide the Owner with a copy of the insurance policy prior to the effective date of the Contract. The policy shall state that it cannot be canceled or terminated while the Work under this Contract, and any renewals thereof, is still in progress without 30 days’ prior notice to the Owner, who shall have the option of reinstating the policy. The Contractor shall provide renewal endorsements no later than 30 days prior to the expiration date of the policy. The policy of insurance shall provide coverage for not less than the following amounts:

1.	Bodily Injury	\$5,000,000	Each Occurrence
2.	Property Damage	\$5,000,000	Each Occurrence
		\$5,000,000	Annual Aggregate

ADDITIONAL INSURANCE:

Owner, Contractor and Engineer, each at their own option and expense, may purchase and maintain any additional insurance it deems necessary or prudent to protect its interests in connection with the Work. Expenses of such insurance and any deductibles shall not constitute a portion of the Contract Price but are to be borne entirely by the party obtaining such insurance.

CONTRACTOR’S OBLIGATIONS:

- A. The Contractor will accept the prices specified in this contract and in the proposal in full compensation and satisfaction for the performance of this contract and as consideration of this contract. The Contractor shall be responsible for all loss and damages of every kind and nature which may arise out of or on account of the performance of the work required

by this contract, and for all risks of every description connected with the said work; and the Contractor shall be responsible for well and faithfully completing the whole work according to the plans and specifications and the terms and conditions of this contract.

- B. This Agreement is subject to the applicable provisions of the Contract Work Hours and Safety Standards Act, Public Law 87-581, 87th Congress. Neither the Contractor nor any Subcontractor contracting for any part of the Work shall require or permit any laborer or mechanic to be employed on the Work in excess of forty hours in any work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times that person's basic rate of pay for all hours worked in excess of forty hours in such work week.
- C. Contractor and all Subcontractors shall, insofar as practicable, give preference in the hiring of workers for the Project to qualified local residents, with first preference being given to citizens of the United States who have served in the armed forces of the United States and have been honorably discharged therefrom or released from active duty therein.
- D. "Regular Working Hours" exclude holidays and are defined as Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m. Regular Working Hours may also take place on Saturday between the hours of 9:00 a.m. and 6:00 p.m. Saturday work shall be subject to the provisions of Paragraph E. Requests to work other than Regular Working Hours shall be submitted to Engineer not less than 48 hours prior to any proposed additional daily working hours (including second and third shifts), additional weekend work or scheduled extended work weeks. All requests to work other than Regular Working Hours must comply with all applicable regulations and ordinances. Engineer shall review requests, and Engineer shall either (1) deny the request or (2) provide Contractor with terms for additional engineering and/or inspection costs to be paid for by Contractor as a result of overtime work in excess of the Regular Working Hours. Contractor shall agree to Engineer's terms prior to Engineer approving Contractor's request to work other than Regular Working Hours.
- E. The cost of such overtime Work or the performance of Work on a Saturday, Sunday, or any legal holiday shall be borne by the Contractor. Contractor shall reimburse the Owner for additional engineering and/or inspection costs incurred as a result of overtime work in excess of the Regular Working Hours stipulated in Paragraph B. At Owner's option, overtime costs may either be deducted from the Contractor's monthly payment request or deducted from the Contractor's retention prior to release of final payment. Overtime costs for the Owner's personnel shall be based on the individual's current overtime wage rate. Overtime costs for personnel employed by the Engineer or Owner's independent testing laboratory shall be calculated in accordance with the terms of their respective contracts with the Engineer or the Owner.
- F. Temporary lighting and all other facilities necessary for performing and inspecting the Work outside of Regular Working Hours should be furnished and maintained by the Contractor at the Contractor's expense.

- G. Work shall not be performed when the weather is inclement, stormy, freezing or otherwise unsuitable. Only such Work as will not suffer injury to workmanship, materials or equipment is permitted. The Contractor shall carefully protect all Work against damage or injury from the weather, and when Work is permitted during freezing weather, shall provide and maintain approved facilities for heating the materials and equipment and for protecting the finished Work. The Contractor shall take all necessary precautions (in the event of impending storms) to protect all Work, materials, and equipment from damage or deterioration due to floods, driving rain, wind or snowstorms. The Owner reserves the right, upon the advice of the Engineer, to order that additional protective measures over and beyond those proposed by the Contractor be taken to safeguard all components of the Project. The Contractor shall have no right to nor make any claim for compensation for such precautionary measures so ordered, nor have a right to or make any claim for compensation from the Owner for damage to the Work from weather elements.
- H. The mixing and placing of concrete or pavement courses, the laying of masonry, and installation of sewers and water mains shall be stopped during rainstorms, if ordered by the Engineer; all freshly placed Work shall be protected by canvas or other suitable covering in such manner as to prevent running water from coming in contact with it. Sufficient coverings shall be provided and kept ready at hand for this purpose. Contractor shall not be entitled to an increase in Contract Times due to Work stoppage and other time not spent working pursuant to this Paragraph.
- I. All construction shall conform (in increasing order of priority in the event of any conflict) to the requirements and dimensions in the *2018 North Carolina Department of Transportation Standard Specifications for Roads and Structures*, the *2018 North Carolina Department of Transportation Roadway Standard Drawings*, this Contract, the construction plans, and the Specifications.

PROGRESS SCHEDULE:

If the Contractor does not take the necessary action to accomplish the Work according to the Progress Schedule established in accordance with section 108-2 of the NCDOT standard specifications, the Contractor may be ordered by the Engineer in writing to take necessary and timely action to improve its Work progress, and Contractor shall take such action. The Engineer's order may include increasing Work forces, providing extra equipment, working extra shifts, or taking other action as required. Should the Contractor refuse or neglect to take such action or fail to accomplish improvements in meeting the Progress Schedule, the Engineer may take any action authorized under this Contract, including but not limited to withholding of payment of the Contract Price and termination of the Contract.

FINES FOR NONCOMPLIANCE WITH SEDIMENTATION AND EROSION CONTROL REGULATIONS:

The Contractor should be aware of the NPDES NCG01 permit requirements and the provided plans and specifications. Any failure to follow the provided permit requirements, plans, and specifications resulting in a fine will be the Contractor's responsibility.

TAX:

- A. Use tax is due on construction equipment brought into North Carolina for use in the performance of the Work (N.C. Revenue Laws G.S. 105-164.4 and 105-164.6). Contractor is also liable for payment of applicable privilege licenses (N.C. Revenue Laws G.S. 105-54) and for payment of applicable franchise, corporate income and withholding taxes (N.C. Revenue Laws, G.S. 105-122, 105-123, 105-134, and 105-163.2). The absence of mention of any specific tax herein in no way relieves the Contractor of its obligation to pay the same.
- B. Refunds of all North Carolina sales and use taxes paid in the purchase of building materials, supplies, fixtures and equipment that become a part of or annex to buildings or structures being erected, altered or repaired under contracts with the Owner are to be made to the Owner in accordance with state law. Thus, the following procedures shall be followed in order that the Owner may recover the full amount of the North Carolina sales use and taxes permitted to be refunded to it under the law.
1. It shall be the Contractor's responsibility to furnish the Owner documentary evidence showing the material used and sales tax paid by the Contractor and each of its Subcontractors and Suppliers.
 2. With each partial payment request submitted at the end of a calendar month, fiscal year or final payment, the Contractor must furnish (i) a certified and notarized statement setting forth the cost of the property purchased from each vendor and the amount of sales and/or use tax paid thereon, and (ii) documentary evidence supporting the statement, including copies of invoices for which the statement is being submitted, with invoice numbers indexed to the statement.
 3. The statement shall show all taxes and assessments paid to the State of North Carolina, the County of Wayne, and the Town of Goldsboro, including the North Carolina Sales Tax and the Town of Goldsboro Tax, and the statement shall list any payments made directly to the North Carolina Department of Revenue.
 4. In the event the Contractor makes several purchases from the same vendor, the statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the sales and use taxes paid thereon.
 5. Such statement must include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of sales or use tax paid thereon by the Contractor.
 6. Similar certified statements by its Subcontractors must be obtained by the prime Contractor and furnished to the Owner.
 7. If no tax has been paid during the pay request period, 'NONE' shall be entered on the tax form.
- C. Materials used in the Project from the Contractor's or Subcontractor's warehouse stock shall be billed to the Owner at warehouse stock prices.

USE OF THE SITE AND OTHER AREAS:

Storage of equipment or materials, or erection and use of sheds outside of the Site, if such areas are the property of the Owner, shall be used only with the Owner's approval. Such storage or temporary structures, even within the Site, shall be confined to the Owner's property. Contractor shall not utilize property other than the Site, including property designated as easement area or right of way area, unless specifically permitted elsewhere in the Contract Documents, without the express permission of the owner thereof. Such permission of owners of other properties shall not be sought by the Contractor without the express permission of the Owner to so approach such owners.

Prior to commencement of Work in the vicinity of property adjacent to the Site, Contractor, at its own expense, shall take such surveys as may be necessary or expedient to establish the existing conditions of the property. Any damage or injury occurring to any property as a result of any act, omission or neglect on the part of the Contractor shall be repaired so that the property is restored in a proper and satisfactory manner, or replaced, by and at the expense of the Contractor, to an equal or superior condition than previously existed.

MAIL SERVICE:

Mail service shall not be interrupted by construction activities. In the event that mailboxes are relocated or temporarily removed, the Contractor must provide alternate methods as approved by the US Postal Service and the Owner for property owners to receive uninterrupted mail service. There will be no separate payments issued for alternate measures required to maintain mail service.

AS-BUILT RECORD DRAWINGS:

Contractor shall maintain "as-built" record drawings, current with the progress of the Work on the Project Site, available for inspection on site, and shall provide them to the Engineer and the Owner prior to Substantial Completion.

SAFETY:

Contractor shall notify the Owner immediately, and no event more than twenty-four hours later, after an emergency has occurred if an emergency compromising the safety of persons or property at the Site has occurred.

CONTRACTOR'S GUARANTEE:

By entering into the Contract with the Owner, the Contractor represents and warrants:

1. That Contractor is experienced in and competent to perform the type of Work required and to furnish the plants, materials, supplies or equipment to be so performed or furnished by it.
2. That Contractor is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to initiate and complete the Work required under the Contract.
3. That Contractor is familiar with all federal, state, county, municipal and department laws, ordinances, permits, regulations and resolutions which may in any way affect the Work or those employed therein, including but not limited to any special laws or regulations relating to the Work or any part thereof.

4. That such temporary and permanent Work required by the Contract Documents that is to be done by Contractor will be satisfactorily constructed and fit for use for its intended purpose and that such construction will not injure any person, or damage any property.
5. That Contractor has carefully examined the Contract Documents and the Site of the Work and that from its own investigations, it has satisfied itself and made itself familiar with: (1) the nature and locations of the Work; (2) the character, quality and quantity of surface and subsurface materials likely to be encountered, including, but not limited to all structures and obstructions on or at the Project Site, whether natural or man-made; (3) the character of equipment and other facilities needed for the performance of the Work; (4) the general and local conditions including, without limitation, the climatic conditions, the availability and cost of labor and the availability and cost of materials, tools and equipment; (5) the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner required by the Contract Documents; and (6) all other matters or things which could in any manner affect the performance of the Work.
6. That Contractor will fully comply with all requirements of the Contract Documents.
7. That Contractor will perform the Work consistently with good workmanship, sound business practice, and in the most expeditious manner, consistent with the best interests of the Owner.
8. That Contractor will furnish efficient business administration and experienced superintendents and an adequate supply of workmen, equipment, tools and materials at all times.
9. That Contractor has carefully reviewed the Work required and that the Work can be planned and executed in a normal and orderly sequence of Work and reasonably scheduled so as to ensure completion of the Project in accordance with the Contract Documents, allowing for normal and reasonable foreseeable weather, labor and other delays, interruptions and disruptions of the Work.
10. That Contractor will complete the Work within the Contract Times and all portions thereof within any required Contract deadlines.
11. That the Contract Price is based upon the labor, materials, systems and equipment required by the Contract Documents, without exception.

ENGINEER'S STATUS DURING CONSTRUCTION:

Unless and until the Owner provides otherwise in writing to the Contractor, all instructions of the Engineer on behalf of the Owner during construction shall be executed promptly and efficiently by the Contractor and its Subcontractors. The authority of the Engineer is only to issue orders on behalf of the Owner hereunder, and Engineer has no authority to bind Owner with respect to any documentation to be executed by Owner. Furthermore, Engineer's recommendations and approvals under the Contract Documents do not bind the Owner and may be overruled by the Owner.

After hours or weekend Work shall include only such tasks that do not require observation by the Engineer unless the Owner specifically authorizes otherwise in writing.

LIMITATIONS ON ENGINEER'S AUTHORITY AND RESPONSIBILITIES:

The presence of the Engineer at the Site shall in no way lessen the Contractor's responsibility for conformity with the Drawings and Specifications. Failure of the Engineer to reject materials or Work that does not conform with the Drawings and Specifications, whether from lack of discovery or for any other reason, shall in no way prevent later rejection of or corrections to the unsatisfactory materials or Work when discovered. The Contractor shall have no claim for losses suffered due to any necessary removals or repairs resulting from unsatisfactory Work.

CLARIFICATIONS AND INTERPRETATIONS:

Engineer will issue with reasonable promptness such written clarifications and interpretations of the requirements of the Contract documents as Engineer may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on Owner and Contractor. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a claim may be made therefore as provided in section 104-7 of the 2012 NCDOT standard specifications.

COSTS INCLUDED IN THE CONTRACT PRICE:

Contractor acknowledges that the Contract Price includes Contractor's costs of bonds, insurance, transportation of materials, labor and equipment, general administration, and the like.

TESTS:

The Contractor shall allow the Engineer ample time and opportunity for testing materials and equipment to be used in the Work. The Contractor shall advise the Engineer promptly upon placing orders for materials and equipment so that arrangements may be made, if desired by the Engineer, for inspection before shipment from the place of manufacture. The Contractor shall at all times furnish the Engineer and all Owner representatives appropriate facilities for performing inspections and tests, including any labor necessary, and shall allow proper time for inspecting and testing materials, equipment, and workmanship. In setting Contract Times and a Progress Schedule for the Work, the Contractor should anticipate that delays may be caused in the execution of Work due to the necessity of materials and equipment being inspected and accepted for use. The Contractor shall furnish, at its own expense, samples of all materials required by the Engineer for testing, and shall make its own arrangements for providing water, electric power, and/or fuel for the various inspections and tests of structures and equipment.

The Contractor shall furnish the services of representatives of the manufacturers of certain equipment if so prescribed in the Specifications. The Contractor shall also place its orders for such equipment requiring that, after the equipment has been tested prior to final acceptance of the Work, the manufacturer shall furnish the Owner with certified statements that the equipment has been installed properly and is ready to be placed in functional operation. Tests and analyses required of equipment shall be paid for by the Contractor, unless specified otherwise in the Contract Documents.

The Owner reserves the right to independently perform, at its own expense, laboratory tests on random samples of material or performance tests on equipment delivered to the Site. These tests if made shall be conducted in accordance with the Specification requirements or other appropriate standards. The entire shipment represented by any given sample or piece of equipment may be rejected on the basis of the failure of a sample or piece of equipment to meet specified test requirements. All rejected materials and equipment shall be removed from the Site, whether stored or installed in the Work, and the required replacement shall be made, all at no additional cost to the Owner.

Whenever nonconformance is discovered by the Engineer as a result of tests, inspections, or investigations, the Contractor shall bear responsibility for the full cost of such tests, whether otherwise required to pay for such tests, inspections or investigations under the Contract Documents, and shall directly pay for such services or shall reimburse the Owner for such costs. Once nonconformance has been discovered, the cost of any additional tests and investigations that are ordered by the Engineer to ascertain subsequent conformance with the Contract Documents shall be borne by the Contractor, whether or not the original tests, inspections, or investigations of such nonconforming Work were originally required by the Contract Documents to be borne by another party.

AMENDMENTS:

This Contract may only be amended in writing by an instrument executed by the party or parties granting additional rights against it to others or upon whom additional obligations are being imposed.

ASSIGNMENT:

Contractor shall not assign, transfer, convey or otherwise dispose of the Contract, or of its legal right, title, or interest in or to the same or obligations or warranties made thereunder, in whole or in part, without the prior written consent of the Owner. Contractor shall not assign by power of attorney or otherwise any monies due it and payable under this Contract without the prior written consent of the Owner. Such consent, if given, shall in no way relieve the Contractor from any of the obligations of this Contract. Owner shall not be bound to abide by or observe the requirements of any such assignment.

ADDRESSES:

- A. Both the address given in the Bid Form upon which this Agreement is founded, and Contractor's office at or near the site of the Work are hereby designated as places to either of which notices, letters, and other communications to Contractor shall be certified, mailed, or delivered. The delivering at either of the above named places, or depositing in a postpaid wrapper directed to the address in the Bid Form, in any post office box regularly maintained by the post office department, of any notice, letter or other communication to Contractor shall be deemed sufficient service thereof upon Contractor; and the date of said service shall be the date of such delivery or mailing. The Contractor's notice address may be changed at any time by an instrument in writing, executed and acknowledged by Contractor, and delivered to Owner and Engineer. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon Contractor personally.

B. The notice address for the Owner shall be:

Wayne County
224 East Walnut Street
Goldsboro, North Carolina 27530
Attention: Chip Crumpler

If different from the address specified in the Bid Form, the notice address for the Contractor shall be:

Attention: _____

DISSEMINATION OF INFORMATION:

It is expressly agreed and understood that the Contractor shall not at any time publicly disseminate any information concerning the Project without prior approval from the Owner. Such approval will not be unreasonably withheld but may be given with certain stipulations, such as Owner participation in the creation of the public product or Owner review and the option to refuse ultimate release of the final product should it fail to meet the Owner's standards and goals. Public dissemination includes but is not limited to electronic, video, audio, photographic or hard copy materials serving as, in whole or part, professional papers or presentations, news releases, articles, or other media products, and/or Contractor's business collateral pieces.

NOISE:

Wayne County noise ordinance prohibits building operations involving construction, excavation, demolition, alteration or repair of any building in a residential area between the hours of 11:00pm and 6:00am of any day, except in the case of urgent necessity in the interest of public safety.

STANDARD GENERAL PROVISIONS

PERMANENT VEGETATION ESTABLISHMENT:

(2-16-12) (Rev. 10-15-13)

104

SP1 G16

Establish a permanent stand of the vegetation mixture shown in the contract. During the period between initial vegetation planting and final project acceptance, perform all work necessary to establish permanent vegetation on all erodible areas within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the applicable section of the *2018 Standard Specifications*. All work required for initial vegetation planting shall be performed as a part of the work necessary for the completion and acceptance of the Intermediate Contract Time (ICT). Between the time of ICT and Final Project acceptance, or otherwise referred to as the vegetation establishment period, the Department will be responsible for preparing the required National Pollutant Discharge Elimination System (NPDES) inspection records.

Once the Engineer has determined that the permanent vegetation establishment requirement has been achieved at an 80% vegetation density (the amount of established vegetation per given area to stabilize the soil) and no erodible areas exist within the project limits, the Contractor will be notified to remove the remaining erosion control devices that are no longer needed. The Contractor will be responsible for, and shall correct any areas disturbed by operations performed in permanent vegetation establishment and the removal of temporary erosion control measures, whether occurring prior to or after placing traffic on the project.

Payment for *Response for Erosion Control, Seeding and Mulching, Repair Seeding, Supplemental Seeding, Mowing, Fertilizer Topdressing, Silt Excavation, and Stone for Erosion Control* will be made at contract unit prices for the affected items. Work required that is not represented by contract line items will be paid in accordance with Articles 104-7 or 104-3 of the *2018 Standard Specifications*. No additional compensation will be made for maintenance and removal of temporary erosion control items.

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.

SPECIALTY ITEMS:

(7-1-95)(Rev. 7-20-21)

108-6

SP1 G37

Items listed below will be the specialty items for this contract (see Article 108-6 of the 2018 Standard Specifications).

Line #	Description
31 - 34	Signing
35 – 39	Utility Construction
40 - 61	Erosion Control

USE OF UNMANNED AIRCRAFT SYSTEM (UAS):

(8-20-19)

SP1 G092

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

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

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

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

EQUIPMENT IDLING GUIDELINES:

(1-19-21)

107

SP1 G096

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

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

1. Idling when queuing.
2. Idling to verify the vehicle is in safe operating condition.
3. Idling for testing, servicing, repairing or diagnostic purposes.

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

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

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:

(11-22-94)

108-5

SP1 G100

To report bid rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free hotline Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the hotline to report such activities.

The hotline is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

SUBSURFACE INFORMATION:

No subsurface information is available for this project.

TWELVE MONTH GUARANTEE – LGA Projects

(10-7-13)

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SP1 G146

- (A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to **Wayne County**. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of **Wayne County**, and/or for use in excess of the design.

- (B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. **Wayne County's** first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. **Wayne County** would be afforded the same warranty as provided by the Manufacturer.

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

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

OUTSOURCING OUTSIDE THE USA:

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

SP1 G150

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

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

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

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:

(1-16-07) (Rev 12-15-20)

105-16, 225-2, 16

SP1 G180

General

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

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

- (A) *Certified Supervisor* - Provide a certified Erosion and Sediment Control/Stormwater Supervisor to manage the Contractor and subcontractor operations, insure compliance with

SGP-4

Federal, State and Local ordinances and regulations, and manage the Quality Control Program.

- (B) *Certified Foreman* - Provide a certified, trained foreman for each construction operation that increases the potential for soil erosion or the possible sedimentation and turbidity of surface waters.
- (C) *Certified Installer* - Provide a certified installer to install or direct the installation for erosion or sediment/stormwater control practices.
- (D) *Certified Designer* - Provide a certified designer for the design of the erosion and sediment control/stormwater component of reclamation plans and, if applicable, for the design of the project erosion and sediment control/stormwater plan.

Roles and Responsibilities

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

- (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
 - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
 - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
 - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.
- (2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:
- (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
 - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days and within 24 hours after a rainfall event equal to or greater than 1.0 inch that occurs within a 24 hour period. Additional monitoring may be required at the discretion of Division of Water Resources personnel if the receiving stream is 303(d) listed for turbidity and the project has had documented problems managing turbidity.
 - (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
 - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
 - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
 - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
 - (g) Provide secondary containment for bulk storage of liquid materials.
 - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater

Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.

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

The Contractor may request to use the same person as the Level II Supervisor and Level II Foreman. This person shall be onsite whenever construction activities as described above are taking place. This request shall be approved by the Engineer prior to work beginning.

The Contractor may request to name a single Level II Foreman to oversee multiple construction activities on small bridge or culvert replacement projects. This request shall be approved by the Engineer prior to work beginning.

- (C) *Certified Installers* - Provide at least one onsite, Level I Certified Installer for each of the following erosion and sediment control/stormwater crew:
- (1) Seeding and Mulching
 - (2) Temporary Seeding
 - (3) Temporary Mulching
 - (4) Sodding
 - (5) Silt fence or other perimeter erosion/sediment control device installations
 - (6) Erosion control blanket installation
 - (7) Hydraulic tackifier installation
 - (8) Turbidity curtain installation
 - (9) Rock ditch check/sediment dam installation
 - (10) Ditch liner/matting installation
 - (11) Inlet protection
 - (12) Riprap placement
 - (13) Stormwater BMP installations (such as but not limited to level spreaders, retention/detention devices)
 - (14) Pipe installations within jurisdictional areas

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

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

Preconstruction Meeting

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

Ethical Responsibility

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

Revocation or Suspension of Certification

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

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

- (A) Failure to adequately perform the duties as defined within this certification provision.
- (B) Issuance of an ICA, NOV, or Cease and Desist Order.
- (C) Failure to fully perform environmental commitments as detailed within the permit conditions and specifications.
- (D) Demonstration of erroneous documentation or reporting techniques.
- (E) Cheating or copying another candidate's work on an examination.
- (F) Intentional falsification of records.
- (G) Directing a subordinate under direct or indirect supervision to perform any of the above actions.
- (H) Dismissal from a company for any of the above reasons.
- (I) Suspension or revocation of one's certification by another entity.

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

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

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

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

The Chief Engineer will hear the appeal and make a decision within 7 days of hearing the appeal. Decision of the Chief Engineer will be final and will be made in writing to the certificant. If a certification is temporarily suspended, the certificant shall pass any applicable written examination and any proficiency examination, at the conclusion of the specified suspension period, prior to having the certification reinstated.

Measurement and Payment

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

PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:

(2-20-07) (Rev. 4-5-19)

105-16, 230, 801

SP1 G181

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

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

- (A) Either cease discharge or modify the discharge volume or turbidity levels to bring the downstream turbidity levels into compliance, or
- (B) Evaluate the upstream conditions to determine if the exceedance of the standard is due to natural background conditions. If the background turbidity measurements exceed the standard, operation of the pit and discharge can continue as long as the stream turbidity levels are not increased due to the discharge.
- (C) Measure and record the turbidity test results (time, date and sampler) at all defined sampling locations 30 minutes after startup and at a minimum, one additional sampling of all sampling locations during that 24-hour period in which the borrow pit is discharging.
- (D) Notify DWQ within 24 hours of any stream turbidity standard exceedances that are not brought into compliance.

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

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

functioning of a wetland. Visible sedimentation will be considered an indication of possible adverse impacts on wetland use.

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

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

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

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

TEMPORARY TRAFFIC CONTROL DEVICES:

(1-17-12)

1105

SP11 R05

Revise the *2018 Standard Specifications* as follows:

Page 11-5, Article 1105-6 Measurement and Payment, add the following paragraph after line 27:

Partial payments will be made on each payment estimate based on the following: 50% of the contract lump sum price bid will be paid on the first monthly estimate and the remaining 50% of the contract lump sum price bid will be paid on each subsequent estimate based on the percent of the project completed.

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*.

NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

(5-17-11)

Z-3

Seed shall be sampled and tested by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory. When said samples are collected, the vendor shall supply an independent laboratory report for each lot to be tested. Results from seed so sampled shall be final. Seed not meeting the specifications shall be rejected by the Department of Transportation and shall not be delivered to North Carolina Department of Transportation warehouses. If seed has been delivered it shall be available for pickup and replacement at the supplier's expense.

Any re-labeling required by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory, that would cause the label to reflect as otherwise specified herein shall be rejected by the North Carolina Department of Transportation.

Seed shall be free from seeds of the noxious weeds Johnsongrass, Balloonvine, Jimsonweed, Witchweed, Itchgrass, Serrated Tussock, Showy Crotalaria, Smooth Crotalaria, Sicklepod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

Tolerances established by the Association of Official Seed Analysts will generally be recognized. However, for the purpose of figuring pure live seed, the found pure seed and found germination

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percentages as reported by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory will be used. Allowances, as established by the NCDOT, will be recognized for minimum pure live seed as listed on the following pages.

The specifications for restricted noxious weed seed refers to the number per pound as follows:

<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. Of Seed</u>	<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. of Seed</u>
Blessed Thistle	4 seeds	Cornflower (Ragged Robin)	27 seeds
Cocklebur	4 seeds	Texas Panicum	27 seeds
Spurred Anoda	4 seeds	Bracted Plantain	54 seeds
Velvetleaf	4 seeds	Buckhorn Plantain	54 seeds
Morning-glory	8 seeds	Broadleaf Dock	54 seeds
Corn Cockle	10 seeds	Curly Dock	54 seeds
Wild Radish	12 seeds	Dodder	54 seeds
Purple Nutsedge	27 seeds	Giant Foxtail	54 seeds
Yellow Nutsedge	27 seeds	Horsenettle	54 seeds
Canada Thistle	27 seeds	Quackgrass	54 seeds
Field Bindweed	27 seeds	Wild Mustard	54 seeds
Hedge Bindweed	27 seeds		

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

Exceptions may be made for minimum pure live seed allowances when cases of seed variety shortages are verified. Pure live seed percentages will be applied in a verified shortage situation. Those purchase orders of deficient seed lots will be credited with the percentage that the seed is deficient.

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

Minimum 85% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 83% pure live seed will not be approved.

- Sericea Lespedeza
- Oats (seeds)

Minimum 80% pure live seed; maximum 1% total weed seed; maximum 2% total other crop; maximum 144 restricted noxious weed seed per pound. Seed less than 78% pure live seed will not be approved.

Tall Fescue (all approved varieties)
Kobe Lespedeza
Korean Lespedeza
Weeping Lovegrass
Carpetgrass

Bermudagrass
Browntop Millet
German Millet – Strain R
Clover – Red/White/Crimson

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 76% pure live seed will not be approved.

Common or Sweet Sundangrass

Minimum 76% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 74% pure live seed will not be approved.

Rye (grain; all varieties)
Kentucky Bluegrass (all approved varieties)
Hard Fescue (all approved varieties)
Shrub (bicolor) Lespedeza

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

Centipedegrass
Crownvetch
Pensacola Bahiagrass
Creeping Red Fescue

Japanese Millet
Reed Canary Grass
Zoysia

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 5% inert matter; maximum 144 restricted noxious weed seed per pound.

Barnyard Grass
Big Bluestem
Little Bluestem
Bristly Locust
Birdsfoot Trefoil
Indiangrass
Orchardgrass
Switchgrass
Yellow Blossom Sweet Clover

ERRATA

(10-16-18) (Rev. 4-18-23)

Z-4

Revise the *2018 Standard Specifications* as follows:

Division 1

Page 1-1, Article 101-2 Abbreviations, line 13, replace " American National Standards Institute, Inc." with "American National Standards Institute".

Page 1-1, Article 101-2 Abbreviations, line 32, replace "Equivalent Single Axis Load" with "Equivalent Single Axle Load".

Page 1-16, Subarticle 102-9(A) General, line 26, replace "10 U.S.C. 2304(g)" with "10 U.S.C. 3205".

Page 1-43, Article 104-13 RECYCLED PRODUCTS OR SOLID WASTE MATERIALS, line 4, replace "104-13(B)(2)" with "104-13(B)".

Page 1-52, Article 106-1 RECYCLED PRODUCTS OR SOLID WASTE MATERIALS, line 25, replace "13 NCAC 7CF.0101(a)(99)" with "29 CFR 1910.1200".

Page 1-79, Article 109-1 MEASUREMENT AND PAYMENT, Test Method prior to line 34, replace "AASHTO M 32" with "AASHTO M 336".

Division 2

Page 2-5, Article 210-2 CONSTRUCTION METHODS, line 21, replace " NCGS §§ 130A-444 to -452" with "NCGS §§ 130A-444 to -453".

Page 2-13, Article 225-2 EROSION CONTROL REQUIREMENTS, line 17, replace "the Sedimentation and Pollution Control Act" with "Article 107-12".

Page 2-20, Subarticle 230-4(B)(3) Reclamation Plan, line 12, replace " Department's borrow and waste site reclamation procedures for contracted projects" with "Department's *Borrow Waste and Staging Site Reclamation Procedures for Contract Projects*".

Page 2-25, Subarticle 235-3(E) Surcharges and Waiting Periods, line 21 and 27, delete "Department's Materials and Tests Unit".

Page 2-27, Article 240-4 MEASUREMENT AND PAYMENT, line 23, replace "Section 225" with "Article 225-7".

Page 2-30, Article 275-4 MEASUREMENT AND PAYMENT, line 33, replace "Section 815" with "Article 815-4".

Division 4

Page 4-18, Subarticle 411-5(C)(3) Coring, line 11, replace "in accordance with ASTM D5079" with "with methods acceptable to the Engineer".

Page 4-50, Article 430-2 MATERIALS, prior to line 15, replace Section “1080-9” with “1080-7”.

Page 4-53, Article 440-2 MATERIALS, prior to line 6, replace Section “1080-9” with “1080-7”.

Page 4-58, Article 442-2 MATERIALS, prior to line 15, replace Section “1080-6” with “1080-12”.

Page 4-59, Subarticle 442-7(A) Blast Cleaning, line 36, replace Article “1080-6” with “1080-12”.

Page 4-76, Article 454-2 MATERIALS, prior to line 24, replace Section “815-2” with “1044”.

Page 4-79, Article 455-2 MATERIALS, prior to line 21, replace Section “815” with “1044”.

Page 4-80, Subarticle 455-3(B) Precast Gravity Wall Designs, line 23 and lines 25-26, replace “AASHTO LRFD specifications” with “*AASHTO LRFD Bridge Design Specifications*”.

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

Division 6

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

Page 6-10, Subarticle 609-6(C) Control Charts, line 17, replace Section number “7021” with “7.20.1”.

Page 6-13, Article 609-9 QUALITY ASSURANCE, line 31, replace Section number “7.60” with “7.6”.

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

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

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

Page 6-37, Article 650-5 CONSTRUCTION METHODS, line 10, replace Section number “9.5(E)” with “9.5.1(E)”.

Page 6-44, Subarticle 660-8(B) Asphalt Mat and Seal, line 40, replace Subarticle number “660-8(A)” with “660-8(C)”.

Page 6-44, Subarticle 660-8(B) Asphalt Mat and Seal, line 42, replace Subarticle number “660-8(C)” with “660-8(A)”.

Division 7

Page 7-11, Subarticle 700-15(E) Compressive Strength, line 5, replace “AASHTO T 23” with “AASHTO R 100”.

Page 7-24, Article 723-4 Very High Early Strength Concrete for Concrete Pavement Repair, line 4, replace “AASHTO T126” with “AASHTO R 39”.

Page 7-24, Article 723-5 MEASUREMENT AND PAYMENT, line 34, replace "Section 225" with “Article 225-7”.

Page 7-24, Article 723-5 MEASUREMENT AND PAYMENT, line 36, replace "Section 270" with “Article 270-4”.

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

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

Division 8

Page 8-11, Article 815-1 MATERIALS, after line 35, replace “1080-12” with “1080-10”.

Page 8-13, Article 816-1 MATERIALS, after line 28, replace “1080-12” with “1080-10”.

Page 8-17, Article 825-1 Description, line 5, delete “853” and “855”.

Division 10

Page 10-2, Subarticle 1000-3(B) Air Entrainment, line 33, replace “Chase” with “Chace”.

Page 10-4, Subarticle 1000-4(A) Composition and Design, after line 17, replace “T23” with “R100”.

Page 10-4, Subarticle 1000-4(B) Air Entrainment, line 31 and 33, replace “Chase” with “Chace”.

Page 10-4, Subarticle 1000-4(C) Strength of Concrete, line 39 and 41, replace “T 23” with “R 100”.

Page 10-15, Subarticle 1000-11(B) Mixing Time for Central Mixed Concrete, after line 35, replace “T 23” with “R 100”.

Page 10-22, Article 1003-3 COMPOSITION AND DESIGN, line 9, replace “Engineer” with “engineer”.

Page 10-23, Article 1003-4 GROUT REQUIREMENTS, line 16 and 18, replace “T 23” with “R 100”.

Page 10-26, Article 1005-4 TESTING, after line 26, replace “1014-2€(6)” with “1014-2€(6)” in C. of Table 1005-1 footnote and replace “Lightweight^B” with “Lightweight^C”.

Page 10-29, Subarticle 1012-1(B)(4) Flat and Elongated Pieces, line 44, delete “SF9.5A”

Page 10-36, Subarticle 1012-2(E) Toughness (Resistance to Abrasion), line 31, replace “course” with “coarse”.

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

Page 10-48, Subarticle 1020-10(A) Mineral Fibers, line 27, replace “Table 1012-5” with “Table 1020-2”.

Page 10-52, Article 1024-5 FLY ASH, line 12, replace “Table 2” with “Table 3”.

Page 10-60, Subarticle 1032-6(F) Joint Materials, line 15, replace “AASHTO M 198” with “ASTM C990” and delete “Type B”.

Page 10-61, Article 1034-3 CONCRETE SEWER PIPE, line 33, replace “AASHTO M 198” with “ASTM C990” and delete “Type A or B”.

Page 10-64, Article 1040-1 BRICK, line 12, replace “ASTM C62” with “ASTM C62 or ASTM C216”.

Page 10-67, Article 1044-7 CORRUGATED PLASTIC PIPE AND FITTINGS, line 24, replace “AASHTO M 294 for heavy duty tubing” with “Article 1032-7 and AASHTO M 252”.

Page 10-69, Subarticle 1046-3(D) Offset Blocks, before line 1, replace “WIRE DIAMETER” with “COMPOSITE OFFSET BLOCKS” as the title of Table 1046-1 and replace “NCHRP Report 350” with “MASH” in Table 1046-1.

Page 10-80, Article 1060-2 FERTILIZER, line 18, replace “North Carolina Fertilizer Law” with “North Carolina Commercial Fertilizer Law”.

Page 10-83, Article 1060-9 WATER, line 9, replace “15 NCAC 2B.0200” with “15A NCAC 02B.0200”.

Page 10-86, Article 1070-3 COLD DRAWN STEEL WIRE AND WIRE REINFORCEMENT, line 23 and 25, replace “M 32” and “M 55” with “M 336”.

Page 10-87, Article 1070-6 DOWELS AND TIE BARS FOR PORTLAND CEMENT CONCRETE PAVEMENT, line 17, replace “AASHTO M 32” with “AASHTO M 336”.

Page 10-88, Subarticle 1070-7(D) Handling, Storage and Transportation, line 40, replace “Section” with “Subarticle”.

Page 10-89, Article 1070-8 SPIRAL COLUMN REINFORCING STEEL, line 21, replace “AASHTO M 32” with “AASHTO M 336”.

Page 10-91, Article 1072-3 BEARING PLATE ASSEMBLIES, line 44, replace “Article 1080-9” with “Article 1080-7”.

Page 10-92, Subarticle 1072-5(A) General, after line 30, replace “SAMPLING REQUIREMENTS FOR HIGH STRENGTH BOLTS, NUTS AND WASHERS” with “SAMPLING REQUIREMENTS FOR HIGH STRENGTH BOLTS, NUTS AND WASHERS TO INCLUDE DIRECT TENSION INDICATORS” as the title of Table 1072-1.

Page 10-95, Subarticle 1072-5(D)(7)(a) Mill Test Report(s), line 18, replace title with “Mill Test Report(s) (MTR)”.

Page 10-95, Subarticle 1072-5(D)(7)(b) Manufacturer Certified Test Report(s), line 24, replace title with “Manufacturer Certified Test Report(s) (MCTR)”.

Page 10-96, Subarticle 1072-5(D)(7)(c) Distributor Certified Test Report(s), line 1, replace title with “Distributor Certified Test Report(s) (DCTR)”.

Page 10-98, Subarticle 1072-5(F) Galvanized High Strength Bolts, Nuts and Washers, line 11, replace “Article 1080-9” with “Article 1080-7”.

Page 10-98, Subarticle 1072-5(F) Galvanized High Strength Bolts, Nuts and Washers, line 11, replace “Article 1080-9” with “Article 1080-7”.

Page 10-111, Subarticle 1072-18(B) General, line 24, replace “Structural Welding Code-Reinforcing Steel” with “Structural Welding Code-Steel Reinforcing Bars”.

Page 10-117, Article 1074-1 WELDING, lines 21-22, replace “Structural Welding Code-Reinforcing Steel” with “Structural Welding Code-Steel Reinforcing Bars”.

Page 10-119, Article 1074-7(B) Gray Iron Castings, line 16, replace “M306” with “AASHTO M 306”.

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

Page 10-125, Subarticle 1077-5(B) Testing, line 31, replace “T 23” with “R 100”.

Page 10-136, Subarticle 1077-5(J)(2) Mixing Time for Central Mixed Concrete, after line 17, replace “T23” with “R100”.

Page 10-131, Subarticle 1078-4(A) Composition and Design, after line 23, in Table 1078-2 replace “T 23” with “R 100”.

Page 10-153, Subarticle 1079-1 PREFORMED BEARING PADS, line 8, replace “MIL-C882-D” with “MIL-C-882-E”.

Page 10-154, Subarticle 1079-2(A) General, line 6, delete “and 1079-2(E)”.

Page 10-156, Article 1080-5 SELF-CURING INORGANIC ZINC PAINT, line 8, replace “AASHTO M 252” with “AASHTO M 300”.

Page 10-156, Article 1080-5 SELF-CURING INORGANIC ZINC PAINT, line 20, replace “AASHTO M 253” with “AASHTO M 300”.

Page 10-156, Subarticle 1080-9(A) Composition, line 40, replace “Tables 1080-7 through 1080-14” with “Tables 1080-1 through 1080-3”.

Page 10-157, Subarticle 1080-9(B) Properties, line 5, replace “Tables 1080-7 through 1080-14” with “Tables 1080-1 through 1080-3”.

Page 10-157, Subarticle 1080-9(B) Properties, line 35, replace “Materials and Tests Standards CLS-P-1.0” with “*Structural Steel Shop Coatings Program*”.

Page 10-159, Subarticle 1080-9(E) Color Variation, Table 1080-1, replace “ASTM D1159” with “ASTM D1199”.

Page 10-159, Subarticle 1080-9(E) Color Variation, Table 1080-1, replace “NCDOT M&T P-10” with “ASTM D6280”.

Page 10-161, Subarticle 1080-9(E) Color Variation, Table 1080-3, replace “ASTM D13278” and “ASTM D3278”.

Page 10-161, Subarticle 1080-9(E) Color Variation, Table 1080-3, replace “NCDOT M&T P-10” and “Structural Steel Shop Coatings Program”.

Page 10-161, Subarticle 1080-9(E) Color Variation, Table 1080-3, add Test Method “ASTM D4400” for the Leneta Sag Test property in Table 1080-3.

Page 10-161, Subarticle 1080-9(E) Color Variation, Table 1080-3, add Test Method “ASTM D523” for the Gloss, Specular property in Table 1080-3.

Page 10-161, Subarticle 1080-9(E) Color Variation, Table 1080-3, replace Test Method “ASTM” with “ASTM E70” for the pH property in Table 1080-3.

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

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

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

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

Page 10-166, Subarticle 1081-1(E) Prequalification, line 24, replace “Value Management Unit” with “Product Evaluation Program”.

Page 10-168, Subarticle 1081-3(A) Physical Requirements, after line 25, replace “Subarticle 1081-4(B)” with “Subarticle 1081-3(B)” in Table 1081-2.

Page 10-168, Subarticle 1087-2(A) Paint Composition, lines 19-20, replace “Federal Specification TTP 1952F” with “Federal Specification TT-P-1952”.

Page 10-200, Subarticle 1090-1(C) Anchor Bolts, line 38, replace ASTM number “A325” with “F3125”.

Page 10-202, Subarticle 1091-3(F) Solid Wall HDPE Conduit, line 5, replace “, Table 1091-1, 1091-2 and 1091-3” with “and Table 1091-1”.

Page 10-208, Subarticle 1094-1(A) Breakaway or Simple Steel Beam Sign Supports, line 19, replace ASTM number “A325” with “F3125”.

Page 10-209, Subarticle 1094-1(D) Steel Square Tube Posts, line 10, replace ASTM number “A123” with “A653”.

Page 10-209, Subarticle 1094-1(E) Wood Supports, line 17, replace “Article 1082-2 and 1082-3” with “Section 1082”.

Page 10-212, Subarticle 1098-1(H) Electrical Service, line 21, replace “NEMA Type 3R” with “NEMA 3R”.

Page 10-212, Subarticle 1098-1(H) Electrical Service, line 36, replace “UL Standard 231” with “UL Standard UL-231”.

Page 10-212, Subarticle 1098-1(H) Electrical Service, line 37, replace “UL Standard 67” with “UL Standard UL-67”.

Page 10-224, Subarticle 1098-14(H)(1) Type I – Pedestrian Pushbutton Post, line 3, replace ASTM number “325” with “F3125”.

Page 10-224, Article 1098-16 CABINET BASE ADAPTER/EXTENDER, line 33, replace Section number “6.7” with “6.8”.

Division 14

Page 14-11, Subarticle 1401-2(B) Lowering Device, line 36, replace Military Specification “MIL-W-83420E” with “MIL-DTL-83420”.

Page 14-22, Article 1412-2 MATERIALS, line 29, replace UL Standard “1572” with “1598”.

Division 15

Page 15-6, Subarticle 1510-3(B) Testing and Sterilization, line 40, replace Section number “4.4.3” with “4.4”.

Page 15-14, Article 1525-2 MATERIALS, line 9, replace “AASHTO M 198” with “ASTM C990”.

Page 15-14, Article 1525-2 MATERIALS, lines 17-18, delete “in the Grout Production and Delivery provision”.

Page 15-19, Article 1550-2 MATERIALS, line 16, replace “*AASHTO LRFD Bridge Design Specifications*” with “*AASHTO LRFD Bridge Construction Specifications*”.

Division 16

Page 16-9, Article 1630-3 MEASUREMENT AND PAYMENT, line 7, replace "Section 225" with “Article 225-7”.

Page 16-9, Article 1630-3 MEASUREMENT AND PAYMENT, line 8, replace "Section 230" with “Article 230-5”.

Page 16-16, Article 1637-5 MEASUREMENT AND PAYMENT, line 17, replace "Section 310" with “Article 310-6”.

Division 17

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

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

Directional Drill (1)(1.25") Linear Foot

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

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

PLANT AND PEST QUARANTINES

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

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

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.

7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed, emerald ash borer, guava root knot nematode, or other noxious weeds.

CLEARING AND GRUBBING - METHOD II:

(9-17-02) (Rev.8-18-15)

200

SP2 R02A

Perform clearing on this project to the limits established by Method “II” shown on Standard Drawing No. 200.02 of the *2018 Roadway Standard Drawings*. Conventional clearing methods may be used except where permit drawings or conditions have been included in the proposal which require certain areas to be cleared by hand methods.

CULVERT PIPE:

(8-20-19)(Rev. 5-17-22)

305,310

SP3 R35

Revise the *2018 Standard Specifications* as follows:

Page 3-5, Article 305-1 DESCRIPTION, lines 12-14, replace with the following:

Where shown in the plans, the Contractor may use reinforced concrete pipe, aluminum alloy pipe, aluminized corrugated steel pipe, galvanized corrugated steel pipe, HDPE pipe, Polypropylene pipe or PVC pipe in accordance with the following requirements.

Page 3-5, Article 305-2 MATERIALS, add the following after line 16:

Item	Section
Polypropylene Pipe	1032-9
Galvanized Corrugated Steel Pipe	1032-3

Page 3-6, Article 310-2 MATERIALS, add the following after line 9:

Item	Section
Polypropylene Pipe	1032-9
Galvanized Corrugated Steel Pipe	1032-3

Page 3-6, Article 310-4 SIDE DRAIN PIPE, lines 24-25, replace the first sentence of the second paragraph with the following:

Where shown in the plans, side drain pipe may be Class II reinforced concrete pipe, aluminized corrugated steel pipe, galvanized corrugated steel pipe, corrugated aluminum alloy pipe, Polypropylene pipe, HDPE pipe or PVC pipe.

Page 3-7, Article 310-5 PIPE END SECTIONS, lines 2-4, replace the second sentence with the following:

Both corrugated steel and concrete pipe end sections will work on concrete pipe, corrugated steel pipe, Polypropylene pipe and HDPE smooth lined corrugated plastic pipe.

Page 3-7, Article 310-6 MEASUREMENT AND PAYMENT, add the following after line 14:

Pay Item	Pay Unit
__" Polypropylene Pipe	Linear Foot

Page 10-60, add Article 1032-9:

(A) General

Use polypropylene pipe from sources participating in the Department's Polypropylene Pipe QA/QC Program. A list of participating sources is available from the Materials and Tests Unit. The Department will remove a manufacturer of polypropylene pipe from this program if the monitoring efforts indicated that non-specification material is being provided or test procedures are not being followed.

Use polypropylene culvert pipe that meets AASHTO M 330 for Type S or Type D, or ASTM F2881 or ASTM F2764 Double or Triple wall; and has been evaluated by NTPEP.

(B) End Treatments, Pipe Tees and Elbows

End treatments, pipe tees and elbows shall meet AASHTO M 330, Section 7.7, or ASTM F2764, Section 6.6.

(C) Marking

Clearly mark each section of pipe, end section, tee and elbow and other accessories according to the Department's Polypropylene Pipe QC/QA Program:

- (1) AASHTO or ASTM Designation
- (2) The date of manufacture
- (3) Name or trademark of the manufacturer

When polypropylene pipe, end sections, tees and elbows have been inspected and accepted a sticker will be applied to the inside of the pipe. Do not use pipe sections, flared end sections, tees or elbows which do not have this seal of approval.

AUTOMATED FINE GRADING:

(1-16-96)

610

SP5 R05

On mainline portions and ramps of this project, prepare the subgrade and base beneath the pavement structure in accordance with the applicable sections of the *2018 Standard Specifications* except use an automatically controlled fine grading machine using string lines, laser controls or other approved methods to produce final subgrade and base surfaces meeting the lines, grades and cross sections required by the plans or established by the Engineer.

No direct payment will be made for the work required by this provision as it will be considered incidental to other work being paid for by the various items in the contract.

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*.

MILLING ASPHALT PAVEMENT:

(1-15-19)

607

SP6 R59

Revise the *2018 Standard Specifications* as follows:

Page 6-5, Article 607-2, EQUIPMENT, lines 14-16, delete the seventh sentence of this Article and replace with the following:

Use either a non-contacting laser or sonar type ski system with a minimum of three referencing stations mounted on the milling machine at a length of at least 24 feet.

ASPHALT CONCRETE PLANT MIX PAVEMENTS:

(2-20-18) (Rev.1-15-19)

610, 1012

SP6 R65

Revise the *2018 Standard Specifications* as follows:

Page 6-14, Table 609-3, LIMITS OF PRECISION FOR TEST RESULTS, replace with the following:

TABLE 609-3	
LIMITS OF PRECISION FOR TEST RESULTS	
Mix Property	Limits of Precision
25.0 mm sieve (Base Mix)	± 10.0%
19.0 mm sieve (Base Mix)	± 10.0%
12.5 mm sieve (Intermediate & Type P-57)	± 6.0%
9.5 mm sieve (Surface Mix)	± 5.0%
4.75 mm sieve (Surface Mix)	± 5.0%
2.36 mm sieve (All Mixes, except S4.75A)	± 5.0%
1.18 mm sieve (S4.75A)	± 5.0%
0.075 mm sieve (All Mixes)	± 2.0%

Asphalt Binder Content	± 0.5%
Maximum Specific Gravity (G_{mm})	± 0.020
Bulk Specific Gravity (G_{mb})	± 0.030
TSR	± 15.0%
QA retest of prepared QC Gyrotory Compacted Volumetric Specimens	± 0.015
Retest of QC Core Sample	± 1.2% (% Compaction)
Comparison QA Core Sample	± 2.0% (% Compaction)
QA Verification Core Sample	± 2.0% (% Compaction)
Density Gauge Comparison of QC Test	± 2.0% (% Compaction)
QA Density Gauge Verification Test	± 2.0% (% Compaction)

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

TABLE 610-1 MIXING TEMPERATURE AT THE ASPHALT PLANT	
Binder Grade	JMF Temperature
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 MIX DESIGN CRITERIA									
Mix Type	Design ESALs millions ^A	Binder PG Grade	Compaction Levels		Max. Rut Depth (mm)	Volumetric Properties ^B			
			G_{mm} @			VMA % Min.	VTM %	VFA Min.-Max.	% G_{mm} @ N_{ini}
			N_{ini}	N_{des}					
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 Types	Dust to Binder Ratio ($P_{0.075} / P_{be}$)				0.6 - 1.4 ^C				
	Tensile Strength Ratio (TSR) ^D				85% Min. ^E				

- A. Based on 20 year design traffic.
- B. Volumetric Properties based on specimens compacted to N_{des} as modified by the Department.
- C. Dust to Binder Ratio ($P_{0.075} / P_{be}$) 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:

**TABLE 610-5
BINDER GRADE REQUIREMENTS (BASED ON RBR%)**

Mix Type	%RBR ≤ 20%	21% ≤ %RBR ≤ 30%	%RBR ≥ 30%
S4.75A, S9.5B, S9.5C, I19.0C, B25.0C	PG 64-22	PG 64-22 ^A	PG-58-28
S9.5D, OGFC	PG 76-22 ^B	n/a	n/a

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

B. Maximum Recycled Binder Replacement (%RBR) is 18% for mixes using PG 76-22 binder.

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

**TABLE 610-6
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 ^A
S9.5D	50°F

A. For the final layer of surface mixes containing recycled asphalt shingles (RAS), the minimum surface and air temperature shall be 50°F.

Page 6-21, Article 610-8, SPREADING AND FINISHING, lines 34-35, delete the second sentence and replace with the following:

Use an MTV for all surface mix regardless of binder grade on Interstate, US Routes, and NC Routes (primary routes) that have 4 or more lanes and median divided.

Page 6-21, Article 610-8, SPREADING AND FINISHING, lines 36-38, delete the fourth sentence and replace with the following:

Use MTV for all ramps, loops, Y-line that have 4 or more lanes and are median divided, full width acceleration lanes, full width deceleration lanes, and full width turn lanes that are greater than 1000 feet in length.

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

**TABLE 610-7
DENSITY REQUIREMENTS**

Mix Type	Minimum % G _{mm} (Maximum Specific Gravity)
S4.75A	85.0 ^A
S9.5B	90.0

S9.5C, S9.5D, I19.0C, B25.0C	92.0
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- 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 6-24, Article 610-13, FINAL SURFACE TESTING, lines 35-36, delete the second sentence and replace with the following:

Final surface testing is not required on ramps, loops and turn lanes.

Page 6-26, Subarticle 610-13(A)(1), Acceptance for New Construction, lines 29-30, delete the second sentence and replace with the following:

Areas excluded from testing by the profiler may be tested using a 10-foot straightedge in accordance with Article 610-12.

Page 6-27, Subarticle 610-13(B), Option 2- North Carolina Hearne Straightedge, lines 41-46, delete the eighth and ninth sentence of this paragraph and replace with the following:

Take profiles over the entire length of the final surface travel lane pavement exclusive of structures, approach slabs, paved shoulders, tapers, or other irregular shaped areas of pavement, unless otherwise approved by the Engineer. Test in accordance with this provision all mainline travel lanes, full width acceleration or deceleration lanes and collector lanes.

Page 6-28, Subarticle 610-13(B), Option 2- North Carolina Hearne Straightedge, lines 1-2, delete these two lines.

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:

**TABLE 1012-1
AGGREGATE CONSENSUS PROPERTIES^A**

Mix Type	Coarse Aggregate Angularity^B	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.

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.

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

(11-15-22)

858

SP8 R98R

Revise the *2018 Standard Specifications* as follows:

Page 8-38, Article 858-4 MEASUREMENT AND PAYMENT, lines 10-11, delete and replace the fifth paragraph with the following:

Where any catch basin, drop inlet, manhole, meter box or valve box is adjusted more than once because of milling operations, each adjustment will be measured and paid.

PORTLAND CEMENT CONCRETE PRODUCTION AND DELIVERY:

(9-15-20)

1000, 1014, 1024

SP10 R01

Revise the *2018 Standard Specifications* as follows:

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

TABLE 1000-1 REQUIREMENTS FOR CONCRETE							
Class of Concrete	Min. Compressive Strength	Maximum Water-Cement Ratio		Consistency Maximum Slump		Cement Content	
		Air-Entrained Concrete	Non-Air-Entrained Concrete	Vibrated	Non-Vibrated	Vibrated	Non-Vibrated

		Rounded	Angular	Rounded	Angular						
		Aggregate	Aggregate	Aggregate	Aggregate			Min.	Max.	Min.	Max.
<i>Units</i>	<i>psi</i>					<i>inch</i>	<i>inch</i>	<i>lb/cy</i>	<i>lb/cy</i>	<i>lb/cy</i>	<i>lb/cy</i>
AA	4500	0.381	0.426	---	---	3.5 ^A	---	639	715	---	---
AA Slip Form	4500	0.381	0.426	---	---	1.5	---	639	715	---	---
Drilled Pier	4500	---	---	0.450	0.450	---	5 – 7 dry 7 - 9 wet	---	---	640	800
A	3000	0.488	0.532	0.550	0.594	3.5 ^A	4.0	564	---	602	---
B	2500	0.488	0.567	0.559	0.630	1.5 machine placed 2.5 ^A hand placed	4.0	508	---	545	---
Sand Light-weight	4500	---	0.420	---	---	4.0 ^A	---	715	---	---	---
Latex Modified	3000 (at 7 days)	0.400	0.400	---	---	6.0	---	658	---	---	---
Flowable Fill excavatable	150 max. (at 56 days)	as needed	as needed	as needed	as needed	---	Flowable	---	---	40	100
Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	---	Flowable	---	---	100	as needed
Pavement	4500 Design, field 650 flexural, design only	0.559	0.559	---	---	1.5 slip form 3.0 hand placed	---	526	---	---	---
Precast	See Table 1077-1	as needed	as needed	---	---	6.0	as needed	as needed	as needed	as needed	as needed
Prestressed	per contract	See Table 1078-1	See Table 1078-1	---	---	8.0	---	564	as needed	---	---

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

MATERIALS FOR PORTLAND CEMENT CONCRETE:

(9-15-20)

1000, 1024

SP10 R24

Revise the *2018 Standard Specifications* as follows:

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

Test water from wells at all locations. Test public water supplies from all out of state locations and in the following counties: Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Craven, Currituck, Dare, Gates, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrell and Washington unless the Engineer waives the testing requirements.

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

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

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

GEOSYNTHETICS:

(03-21-23)(Rev. 4-18-23)

1056

SP10 R56

Revise the *Standard Specifications* as follows:

Page 10-77, Article 1056-1 DESCRIPTION, lines 13-16, delete and replace the second sentence in the second paragraph with the following:

Steel anchor pins shall have a diameter of at least 3/16 inch, a length of at least 18 inches, a point at one end and a head at the other end that will retain a steel washer with an outside diameter of at least 1.5 inches.

Page 10-77, Article 1056-2 HANDLING AND STORING, lines 20-21, delete and replace the third sentence in the first paragraph with the following:

Geosynthetics with defects, flaws, deterioration or damage will be rejected by the Engineer.

Page 10-77, Article 1056-3 CERTIFICATIONS AND IDENTIFICATION, lines 25-27, delete and replace the first sentence in the first paragraph with the following:

Provide Type 1, Type 2 or Type 4 material certifications in accordance with Article 106-3 for geosynthetics except certifications are not required for Type 1 through Type 5 geotextiles.

Page 10-77, Article 1056-3 CERTIFICATIONS AND IDENTIFICATION, lines 32-35, delete the second paragraph.

Page 10-77, Article 1056-3 CERTIFICATIONS AND IDENTIFICATION, lines 36-41, delete and replace the third paragraph with the following:

Allow the Engineer to visually identify geosynthetic products before installation. Open packaged geosynthetics just before use in the presence of the Engineer to verify the correct product. Geosynthetics that are missing original packaging or product labels or that have been unwrapped or previously opened will be rejected unless otherwise approved by the Engineer.

Page 10-77, Article 1056-4 GEOTEXTILES, lines 43-45, delete the first paragraph.

Page 10-78, Article 1056-4 GEOTEXTILES, before line 1 and lines 1-5, delete Table 1056-1 and lines 1-5 and replace with the following:

TABLE 1056-1 GEOTEXTILE REQUIREMENTS						
Property ^A	Requirement (MARV ^A)					Test Method
	Type 1	Type 2	Type 3 ^B	Type 4	Type 5 ^C	
<i>Typical Application</i>	<i>Shoulder Drains</i>	<i>Under Rip Rap</i>	<i>Silt Fence Fabric</i>	<i>Soil Stabilization</i>	<i>Subgrade Stabilization</i>	
Elongation (MD & CD)	≥ 50%	≥ 50%	≤ 25%	< 50%	< 50%	ASTM D4632
Grab Strength (MD & CD) ^A			100 lb			ASTM D4632
Tear Strength (MD & CD) ^A	Table 1 ^D , Class 3	Table 1 ^D , Class 1	–	Table 1 ^D , Class 3	–	ASTM D4533
Puncture Strength			–			ASTM D6241
Ultimate Tensile Strength (MD & CD) ^A	–	–	–	–	Table 12 ^D , Class 4A	ASTM D4595
Permittivity	Table 2 ^D , 15% to 50% <i>in Situ</i> Soil	Table 6 ^D , 15% to 50% <i>in Situ</i> Soil	Table 7 ^D	Table 5 ^D	Table 12 ^D , Class 4A	ASTM D4491
Apparent Opening Size	Passing 0.075 mm	Passing 0.075 mm				ASTM D4751
UV Stability (Retained Strength)						ASTM D4355

A. MD, CD and MARV per Article 1056-3.

B. Minimum roll width of 36 inches required.

C. Minimum roll width of 13 feet required unless otherwise approved by the Engineer for the application.

D. Per AASHTO M 288.

Page 10-78, Article 1056-5 GEOCOMPOSITE DRAINS, before line 9 and lines 9-10, delete Table 1056-2 and lines 9-10 and replace with the following:

TABLE 1056-2 GEOCOMPOSITE DRAIN REQUIREMENTS				
Property	Requirement			Test Method
	Sheet Drain	Strip Drain	Wick Drain	
Width	≥ 12"	12" ±1/4"	4" ±1/4"	N/A
In-Plane Flow Rate ^A (with gradient of 1.0 and 24-hour seating period)	6 gpm/ft @ applied normal compressive stress of 10 psi	15 gpm/ft @ applied normal compressive stress of 7.26 psi	1.5 gpm ^B @ applied normal compressive stress of 1.45 psi	ASTM D4716

- A. MARV per Article 1056-3.
- B. Per foot of width tested.

Page 10-79, Article 1056-5 GEOCOMPOSITE DRAINS, before line 3, delete Table 1056-3 and replace with the following:

TABLE 1056-3 DRAINAGE CORE REQUIREMENTS			
Property	Requirement		Test Method
	Sheet Drain	Strip Drain	
Thickness	1/4"	1"	ASTM D1777 or D5199
Compressive Strength ^A	40 psi	30 psi	ASTM D6364

- A. MARV per Article 1056-3.

Page 10-79, Article 1056-5 GEOCOMPOSITE DRAINS, before line 6 and lines 6-11, delete Table 1056-4, lines 6-7 and the last paragraph and replace with the following:

TABLE 1056-4 WICK DRAIN GEOTEXTILE REQUIREMENTS		
Property	Requirement	Test Method
Elongation	≥ 50%	ASTM D4632
Grab Strength	Table 1 ^A , Class 3	ASTM D4632
Tear Strength		ASTM D4533
Puncture Strength		ASTM D6241
Permittivity ^B	0.7 sec ⁻¹	ASTM D4491
Apparent Opening Size (AOS)	Table 2 ^A , > 50% <i>in Situ</i> Soil Passing 0.075 mm	ASTM D4751
UV Stability (Retained Strength)		ASTM D4355

- A. Per AASHTO M 288.
- B. MARV per Article 1056-3.

For wick drains with a geotextile fused to both faces of a corrugated drainage core along the peaks of the corrugations, use wick drains with an ultimate tensile strength of at least 1,650 lbs. per 4 inch width in accordance with ASTM D4595 and geotextiles with a permittivity, AOS and UV stability that meet Table 1056-4.

Page 10-80, Article 1056-6 GEOCELLS, before line 1 and lines 1-4, delete Table 1056-5 and lines 1-4 and replace with the following:

TABLE 1056-5 GEOCELL REQUIREMENTS		
Property	Requirement	Test Method
Cell Depth	4"	N/A
Fully Expanded Cell Area	100 sq.in. max	N/A
Sheet Thickness	50 mil -5%, +10%	ASTM D5199
Density	58.4 pcf min	ASTM D1505
Carbon Black Content	1.5% min	ASTM D1603 or D4218
ESCR ^A	5000 hr min	ASTM D1693
Coefficient of Direct Sliding (with material that meets AASHTO M 145 for soil classification A-2)	0.85 min	ASTM D5321
Short-Term Seam (Peel) Strength (for 4" seam)	320 lb min	USACE ^C Technical Report GL-86-19, Appendix A
Long-Term Seam (Hang) Strength ^B (for 4" seam)	160 lb min	

A. Environmental Stress Crack Resistance.

B. Minimum test period of 168 hours with a temperature change from 74°F to 130°F in 1-hour cycles.

C. US Army Corps of Engineers (USACE).

MATERIAL AND EQUIPMENT STORAGE & PARKING OF PERSONAL VEHICLES:

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

1101

SP11 R03

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

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

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

WORK ZONE INSTALLER:

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

1101, 1150

SP11 R04

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

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

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

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

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

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

CONCRETE WASHOUT STRUCTURE:

(12-10-20)

Description

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

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

Materials

Item	Section
Temporary Silt Fence	1605

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

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

Construction Methods

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

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

Post a sign with the words "Concrete Washout" in close proximity of the concrete washout area, so it is clearly visible to site personnel. Install safety fence as directed for visibility to construction traffic.

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

<https://connect.ncdot.gov/resources/roadside/SoilWaterDocuments/ConcreteWashoutStructuredetail.pdf>

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

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

Maintenance and Removal

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

Inspect concrete washout structures for damage and maintain for effectiveness.

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

Measurement and Payment

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

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

Safety Fence shall be measured and paid for as provided elsewhere in this contract.

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

Payment will be made under:

Pay Item	Pay Unit
Concrete Washout Structure	Each

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.

TITLE VI AND NONDISCRIMINATION:

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

Z-6

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

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

(a) **Compliance with Regulations**

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

(b) **Nondiscrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and

- retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- (c) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**
In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- (d) **Information and Reports**
The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:**
In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it and/or the FHWA may determine to be appropriate, including, but not limited to:
- (i) Withholding payments to the contractor under the contract until the contractor complies; and/or
 - (ii) Cancelling, terminating, or suspending a contract, in whole or in part.
- (f) **Incorporation of Provisions**
The contractor shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (2) **Title VI Nondiscrimination Program (23 CFR 200.5(p))**
The North Carolina Department of Transportation (NCDOT) has assured the USDOT that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, sex, age, or disability (including religion/creed or income-level, where applicable), be excluded from participation in, be

denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT must also comply with Title VI and related authorities, therefore:

- (a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:
1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.
 2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
 3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:
"The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award."
 4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
 5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
 6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
- (d) The Contractor is responsible for notifying subcontractors of NCDOT's External Discrimination Complaints Process.

1. **Applicability**
Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.
2. **Eligibility**
Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.
3. **Time Limits and Filing Options**
Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:
 - (i) The date of the alleged act of discrimination; or
 - (ii) The date when the person(s) became aware of the alleged discrimination; or
 - (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.Title VI and related discrimination complaints may be submitted to the following entities:
 - North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
 - Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
 - US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070
4. **Format for Complaints**
Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
5. **Discrimination Complaint Form**
Contact NCDOT Civil Rights to receive a full copy of the Discrimination Complaint Form and procedures.
6. **Complaint Basis**
Allegations must be based on issues involving race, color, national origin (LEP), sex, age, disability, or religion (in the context of employment, aviation or transit). "Basis" refers to the complainant's membership in a protected group category.

**TABLE 103-1
COMPLAINT BASIS**

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

(3) Pertinent Nondiscrimination Authorities

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

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
 - (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
 - (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - (f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - (h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
 - (i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - (l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
 - (m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).
- (4) **Additional Title VI Assurances**
- **The following Title VI Assurances (Appendices B, C and D) shall apply, as applicable*
- (a) Clauses for Deeds Transferring United States Property (1050.2A, Appendix B)
The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.

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

(HABENDUM CLAUSE)

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

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

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

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

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

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - (i.) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

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

(c) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program (1050.2A, Appendix D)

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

1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
 2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the NCDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
 3. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *
- (*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS

Z-7

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (*EXECUTIVE NUMBER 11246*)

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, see as shown on the attached sheet entitled "Employment Goals for Minority and Female participation".

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in *41 CFR Part 60-4* shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in *41 CFR 60-4.3(a)*, and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the Contractor shall make a

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good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the executive Order and the regulations *in 41 CFR Part 60-4*. Compliance with the goals will be measured against the total work hours performed.

2. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is the county or counties shown on the cover sheet of the proposal form and contract.

**EMPLOYMENT GOALS FOR MINORITY
AND FEMALE PARTICIPATION**

Economic Areas

Area 023 29.7%

Bertie County
Camden County
Chowan County
Gates County
Hertford County
Pasquotank County
Perquimans County

Area 024 31.7%

Beaufort County
Carteret County
Craven County
Dare County
Edgecombe County
Green County
Halifax County
Hyde County
Jones County
Lenoir County
Martin County
Nash County
Northampton County
Pamlico County
Pitt County
Tyrrell County
Washington County
Wayne County
Wilson County

Area 025 23.5%

Columbus County
Duplin County
Onslow County
Pender County

Area 026 33.5%

Bladen County
Hoke County
Richmond County
Robeson County
Sampson County
Scotland County

Area 027 24.7%

Chatham County
Franklin County
Granville County
Harnett County
Johnston County
Lee County
Person County
Vance County
Warren County

Area 028 15.5%

Alleghany County
Ashe County
Caswell County
Davie County
Montgomery County
Moore County
Rockingham County
Surry County
Watauga County
Wilkes County

Area 029 15.7%

Alexander County
Anson County
Burke County
Cabarrus County
Caldwell County
Catawba County
Cleveland County
Iredell County
Lincoln County
Polk County
Rowan County
Rutherford County
Stanly County

Area 0480 8.5%

Buncombe County
Madison County

Area 030 6.3%

Avery County
Cherokee County
Clay County
Graham County
Haywood County
Henderson County
Jackson County
McDowell County
Macon County
Mitchell County
Swain County
Transylvania County
Yancey County

SMSA Areas

Area 5720 26.6%

Currituck County

Area 9200 20.7%

Brunswick County

New Hanover County

Area 2560 24.2%

Cumberland County

Area 6640 22.8%

Durham County

Orange County

Wake County

Area 1300 16.2%

Alamance County

Area 3120 16.4%

Davidson County

Forsyth County

Guilford County

Randolph County

Stokes County

Yadkin County

Area 1520 18.3%

Gaston County

Mecklenburg County

Union County

Goals for Female

Participation in Each Trade

(Statewide) 6.9%

ON-THE-JOB TRAINING

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

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

PROJECT SPECIAL PROVISIONS

MOBILIZATION:

Where an itemized proposal is not required, the Contractor shall submit for the Engineer's approval a complete breakdown of all lump sum items in the Proposal. This breakdown, modified as directed by the Engineer, shall be used as a basis for preparing estimates and establishing progress payments. For either lump sum or itemized proposals, a lump sum payment equal but not greater than five percent (5%) of the total Contract Sum or Price (to include the actual cost of all bonds and insurance, move-on expenses, and the like) will be allowed for "mobilization" as a progress payment line item. Payment of up to one-fourth of "mobilization" shall be considered in the initial payment request, provided that cost documentation suitable to the Engineer is furnished by the Contractor. The subsequent outstanding balance of "mobilization" may thereafter be payable in approximately equal amounts in subsequent payment requests. Full payment of the mobilization line item shall not be considered until after the Work is fifty percent (50%) complete as indicated by the approved progress payments (less cost of mobilization and stored equipment).

NCDOT BRICK CATCH BASIN AT EXISTING CATCH BASIN DETAIL 4/C5.1

This work shall consist of converting existing catch basins to NCDOT catch basin at locations shown, including all necessary construction and reconstruction in accordance with the contract.

Materials

Refer to Division 10.

Item	Section
Brick	1040-1
Concrete Block	1040-2
Curing Agents	1026
Joint Fillers	1028-1
Mortar	1040-9
Portland Cement Concrete, Class B	1000
Reinforcing Steel	1070
Steps	1074-8
Stone, No. 78M	1005
Structural Steel	1072

Construction Methods

Perform work in accordance with Article 840-3 and the details shown in the plans. Raise or lower the existing catch basins and drop inlets as required by the plans and provisions.

Measurement and Payment

NCDOT Brick Catch Basin at Existing Catch Basin Detail 4/C5.1 will be measured and paid in units of each drainage structure that has been acceptably converted.

If grates and frames are necessary in converting either catch basins or drop inlets or if frames and covers are necessary for junction boxes, separate payment will be made for the grates and frames or cover and frame in accordance with Section 840.

Such price will include, but is not limited to, excavating, hauling, removal of a portion of the existing structures, disposal of materials, furnishing, transporting, placing backfill material, subsurface drainage, concrete, brick masonry, mortar, grout, reinforcing steel, hardware, casting, miscellaneous metal, fabricating, welding and galvanizing.

Payment will be made under:

Pay Item	Pay Unit
Catch Basin Detail 4/C5.1	Each

FABRIC INSERT INLET PROTECTION DEVICE (GUTTER BUDDY):

This work shall consist of installing, maintaining, and removing Fabric Insert Inlet Protection Device, of the type specified, in inlet structures (catch basins, drop inlets, etc) in areas where asphalt or concrete may not be fully removed in lieu Rock Inlet Sediment Traps Type C, or as directed.

Materials

The product shall be a fabric inlet protection device composed of a fitted woven polypropylene geotextile double sewn with nylon thread suspended sack. The Fabric Insert Inlet Protection Device shall be manufactured to fit the opening of the catch basin or drop inlet or shall have a deflector to direct runoff from the curb opening into the fabric sack. The Fabric Insert Inlet Protection Device shall have a rigid frame or support system to support the loaded weight of the product. The product shall have lifting loops for removing the device from the basin and will have dump straps attached at the bottom to facilitate the emptying of the device. The Fabric Insert Inlet Protection Device shall have an overflow system to allow stormwater to enter the inlet structure and avoid ponding on the roadway when the device reaches capacity.

The stitching shall meet the following physical properties:

Physical	Test Method	English
Average Wide Width Strength	ASTM D-4884	165 lb/in

The fitted filter assembly shall have the following physical properties:

Physical	Test Method	English
Grab Tensile	ASTM D-4632	315 x 300 lbs
Grab Elongation	ASTM D-4632	15 x 15%
Minimum Puncture Strength	ASTM D-4833	125 lbs
Mullen Burst	ASTM D-3786	650 PSI
Minimum UV Resistance	ASTM D-4355	90 %
Flow Rate	ASTM D-4491	40 gal/min/ft ²
Apparent Opening	ASTM D-4751	40 US Sieve
Permittivity	ASTM D-4491	0.55 sec ⁻¹

Construction Methods

Strictly comply with manufacturer's installation instructions and recommendations. Maintenance shall include regular daily inspections and after each qualifying rain event. The Fabric Insert Inlet Protection Device shall be emptied, cleaned and placed back into the basin when it reaches 50% capacity or as directed.

Measurement and Payment

This work will be paid for at the contract unit price per Fabric Insert Inlet Protection Device of the type specified, complete in place and accepted. Such payment shall be full compensation for furnishing and installing the Fabric Insert Inlet Protection Device in accordance with this specification and for all required maintenance.

Maintenance of the device, cleanout and disposal of accumulated sediments shall be paid for separately.

Payment will be made under:

Pay Item	Pay Unit
Fabric Insert Inlet Protection Device (Gutter Buddy)	Each

LUMP SUM PAYMENT FOR TRAFFIC CONTROL:

(02/06/2013)
TC

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The Contractor shall maintain traffic on McLain Street, Harry Ivey Drive, and Gateway Drive during construction and shall provide, install and maintain all traffic control devices as shown in the *Roadway Standard Drawings* or as directed by the Engineer.

The lump sum price bid for traffic control shall include but not be limited **Signs (portable, stationary, or barricade), which includes detour signing, Truck Mounted Attenuators (TMA), Changeable Message Signs (CMS), Flashing Arrow Boards (FAB), Pilot Vehicle, Flaggers, Cones, Skinny Drums and Drums** and all labor, tools, equipment and incidentals necessary to furnish, install, maintain and remove traffic control devices when no longer required.

Basis of Payment

Partial payments will be made on each payment estimate based on the following: Fifty percent of the contract lump sum price bid will be paid on the first monthly estimate and the remaining 50% of the contract lump sum price bid will be paid on each subsequent estimate based on the percent of the project completed.

Payment will be made under:

Pay Item	Pay Unit
Traffic Control	Lump Sum

CONSTRUCTION MATERIALS MANAGEMENT:

(3-19-19) (rev. 04-24-19)

Description

The requirements set forth shall be adhered to in order to meet the applicable materials handling requirements of the NCG010000 permit. Structural controls installed to manage construction materials stored or used on site shall be shown on the E&SC Plan. Requirements for handling materials on construction sites shall be as follows:

Polyacrylamides (PAMS) and Flocculants

Polyacrylamides (PAMS) and flocculants shall be stored in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures designed to protect adjacent surface waters. PAMS or other flocculants used shall be selected from the NC DWR List of Approved PAMS/Flocculants The concentration of PAMS and other flocculants used shall not exceed those specified in the NC DWR List of Approved PAMS/Flocculants and in accordance with the manufacturer's instructions. The NC DWR List of Approved PAMS/Flocculants is available at:

https://files.nc.gov/ncdeq/Water%20Quality/Environmental%20Sciences/ATU/ApprovedPAMS4_1_2017.pdf

Equipment Fluids

Fuels, lubricants, coolants, and hydraulic fluids, and other petroleum products shall be handled and disposed of in a manner so as not to enter surface or ground waters and in accordance with applicable state and federal regulations. Equipment used on the site must be operated and maintained properly to prevent discharge of fluids. Equipment, vehicle, and other wash waters shall not be discharged into E&SC basins or other E&SC devices. Alternative controls should be provided such that there is no discharge of soaps, solvents, or detergents.

Waste Materials

Construction materials and land clearing waste shall be disposed of in accordance with North

Carolina General Statutes, Chapter 130A, Article 9 - Solid Waste Management, and rules governing the disposal of solid waste (15A NCAC 13B). Areas dedicated for managing construction material and land clearing waste shall be at least 50 feet away from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available. Paint and other liquid construction material waste shall not be dumped into storm drains. Paint and other liquid construction waste washouts should be located at least 50 away from storm drain inlets unless there is no alternative. Other options are to install lined washouts or use portable, removable bags or bins. Hazardous or toxic waste shall be managed in accordance with the federal Resource Conservation and Recovery Act (RCRA) and NC Hazardous Waste Rules at 15A NCAC, Subchapter 13A. Litter and sanitary waste shall be managed in a manner to prevent it from entering jurisdictional waters and shall be disposed of offsite.

Herbicide, Pesticide, and Rodenticides

Herbicide, pesticide, and rodenticides shall be stored and applied in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act, North Carolina Pesticide Law of 1971 and labeling restrictions.

Concrete Materials

Concrete materials onsite, including excess concrete, must be controlled and managed to avoid contact with surface waters, wetlands or buffers. No concrete or cement slurry shall be discharged from the site. (Note that discharges from onsite concrete plants require coverage under a separate NPDES permit – NCG140000.) Concrete wash water shall be managed in accordance with the *Concrete Washout Structure* provision. Concrete slurry shall be managed and disposed of in accordance with *NCDOT DGS and HOS DCAR Distribution of Class A Residuals Statewide* (Permit No. WQ0035749). Any hardened concrete residue will be disposed of, or recycled on site, in accordance with state solid waste regulations.

Earthen Material Stock Piles

Earthen material stock piles shall be located at least 50 feet away from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available.

Measurement and Payment

Conditions set within the *Construction Materials Management* provision are incidental to the project for which no direct compensation will be made.

STOCKPILE AREAS:

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

ACCESS AND HAUL ROADS:

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

WASTE AND BORROW SOURCES:

(2-16-11) (Rev. 3-17-22)

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

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

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

<https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/Contract%20Reclamation%20Procedures.pdf>

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

RESPONSE FOR EROSION CONTROL:

Description

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

Section	Erosion Control Item	Unit
1605	Temporary Silt Fence	LF
1606	Special Sediment Control Fence	LF/TON
1615	Temporary Mulching	ACR
1620	Seed - Temporary Seeding	LB
1620	Fertilizer - Temporary Seeding	TN
1631	Matting for Erosion Control	SY
SP	Coir Fiber Mat	SY
1640	Coir Fiber Baffles	LF
SP	Permanent Soil Reinforcement Mat	SY
1660	Seeding and Mulching	ACR
1661	Seed - Repair Seeding	LB
1661	Fertilizer - Repair Seeding	TON
1662	Seed - Supplemental Seeding	LB
1665	Fertilizer Topdressing	TON
SP	Safety/Highly Visible Fencing	LF
SP	Response for Erosion Control	EA
SP	Fabric Insert Inlet Protection Device (Gutter Buddy)	EA

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item

Response for Erosion Control

Pay Unit

Each

ALLOWABLE CHANGES TO THE NCDOT 2018 STANDARD SPECIFICATIONS:

1. *Article 102-1 Invitation to Bid, page 1-9*, delete this section in its entirety.
2. *Subarticle 102-8(B) Electronic Bids, page 1-15*, delete this section in its entirety.
3. *Subarticle 102-9(C)2 Electronic Bids, page 1-17*, delete this section in its entirety.
4. *Article 102-10 Bid Bond or Bid Deposit, page 1-17*, line 38, “60” days shall be modified to “14” days.
5. *Subarticle 102-10 Bid Bond or Bid Deposit, page 1-18*, delete lines 16-27.
6. *Subarticle 102-11 Delivery of Bids, pages 1-18-19*, delete lines 31-32.
7. *Subarticle 102-12(A) Paper Bid, page 1-18*, line 37, the reference to “Contract Officer” shall be changed to “Wayne County”.
8. *Subarticle 102-12(B) Electronic Bid, pages 1-18 and 19*, delete this section in its entirety.
9. *Subarticle 102-13(B)2 Electronic Bids, page 1-19*, delete this section in its entirety.
10. *Subarticle 103-2(B) Electronic Bids, page 1-22*, delete this section in its entirety.
11. *Subarticle 103-3(A) Criteria for Withdrawal of Bid, page 1-22*, modify the reference “G.S.136-28.1” to “G.S.143-129.1”. On page 1-23, in that same subarticle under (5), line 11, modify “State Contract Officer” to “Owner”.
12. *Article 103-7 Contract Bonds, page 1-30*, line 5, modify “14” calendar days to “10” calendar days per G.S.143-129.
13. *Article 103-9, Failure to Furnish Contract Bonds, page 1-30*, line 15, modify “14” calendar days to “10” calendar days per G.S.143-129.
14. *Article 105-9 Construction Stakes, Lines and Grades, page 1-48*, delete this section in its entirety and substitute the following: “The Municipality will not set the stakes, lines or grades for this project.”
15. *Article 108-2, Progress Schedule, page 1-68*, add the following requirement as subarticle (D) on page 1-69: “The municipality may add additional requirements as noted in the bid proposal”.
16. *Article 108-3, Preconstruction Conference, page 1-69, line 20*, change “Division Engineer” to “Wayne County”.
17. *Article 108-4, Construction Conferences, page 1-69, line 28*, change “Resident Engineer” to “Wayne County”.
18. *Article 109-8, Fuel Price Adjustments, page 1-87*, delete this article in its entirety and substitute the following: “Fuel Price Adjustments will not apply to this project.”

19. Article-620-4, Measurement and Payment, page 6-33, delete lines 38 through line 20 on page 6-34 and substitute the following: "Asphalt Price Adjustments will not apply to this project."

**MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE
(LOCAL GOVERNMENT AGENCIES):**

(10-16-07)(Rev. 8-17-21)

102-15(J)

SP1 G68

Description

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

Definitions

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

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

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

Contract Goal Requirement - The approved participation at time of award, but not greater than the advertised combined MBE/WBE contract goal.

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

Local Government Agencies (LGA) - The entity letting the contract, Wayne County (Owner)

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

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

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

Regular Dealer - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular

dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

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

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

Standard Specifications - The general term comprising all directions, provisions, and requirements contained or referred to in the *North Carolina Department of Transportation Standard Specifications for Roads and Structures* and any subsequent revisions or additions to such book.

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

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

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

Forms and Websites Referenced in this Provision

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

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

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

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

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

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

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

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

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

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

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

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

Combined MBE/WBE Goal

The Combined MBE/WBE Goal for this project is **8.0 %**

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

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

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

(B) Women Business Enterprises **5.0 %**

- (1) *If the anticipated WBE participation is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that WBEs participate in at least the percent of the contract as set forth above.

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

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

Directory of Transportation Firms (Directory)

Real-time information is available about firms doing business with the NCDOT and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as MBE and WBE certified shall be used to meet the Combined MBE/WBE Goal. The Directory can be found at the following link.

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

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

Listing of MBE/WBE Subcontractors

At the time of bid, bidders shall submit all MBE and WBE participation that they anticipate to use during the life of the contract. Only those identified to meet the Combined MBE/WBE Goal will be considered committed, even though the listing shall include both committed MBE/WBE subcontractors and additional MBE/WBE subcontractors. Any additional MBE/WBE subcontractor participation 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) *If the Combined MBE/WBE Goal is more than zero*,
 - (1) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.
 - (2) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **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. **LGA** will not consider these bids for award and the proposal will be rejected.

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

MBE or WBE Prime Contractor

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

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

Written Documentation – Letter of Intent

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

The documentation shall be received in the office of the **LGA** 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 **LGA** no later than 10:00 a.m. on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the Combined MBE/WBE Goal, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the Combined MBE/WBE Goal. If the lack of this participation drops the commitment below either the Combined MBE/WBE Goal, the Contractor shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the **LGA** 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 **LGA** no later than 10:00 a.m. on the next official state business day.

Submission of Good Faith Effort

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

One complete set and **two (2)** copies of this information shall be received in the office of the **LGA** 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 **LGA** 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 **LGA** will consider the quality, quantity, and intensity of the different kinds of efforts a bidder has made. Listed below are examples of the types of actions a bidder will take in making a good faith effort to meet the goals and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

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

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

- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening NCDOT's Business Opportunity and Work Force Development Unit at BOWD@ncdot.gov to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonably good faith efforts to meet the contract goal.

In addition, the **LGA** may take into account the following:

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

If the **LGA** does not award the contract to the apparent lowest responsive bidder, the **LGA** reserves the right to award the contract to the next lowest responsive bidder that can satisfy to the **LGA** that the Combined Goal can be met or that an adequate good faith effort has been made to meet the advertised goal.

Non-Good Faith Appeal

The **LGA** 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 **LGA**. 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 NCDOT's Joint Check Procedures.

(C) Subcontracts (Non-Trucking)

A MBE/WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the anticipated MBE participation. The same holds for work that a WBE subcontracts to another WBE firm. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward the contract goal requirement. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the MBE or WBE participation breakdown. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified firms and there is no interest or availability, and they can get assistance from other certified firms, the Engineer will not hold the prime responsible for meeting the individual MBE or WBE breakdown. If a MBE or WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or WBE is not performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to the **LGA**. The **LGA**'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/WBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from a MBE or WBE regular dealer and 100 percent of such expenditures from a MBE or WBE manufacturer.

(F) Manufacturers and Regular Dealers

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

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

Commercially Useful Function

(A) MBE/WBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the **LGA** will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE/WBE credit claimed for its performance of the work, and any other relevant factors. If it is determined that a MBE or WBE is not performing a Commercially Useful Function, the contractor may present evidence to rebut this presumption.

(B) MBE/WBE Utilization in Trucking

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

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

of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.

- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

MBE/WBE Replacement

When a Contractor has relied on a commitment to a MBE or WBE subcontractor (or an approved substitute MBE or WBE subcontractor) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE subcontractor for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another MBE/WBE subcontractor, a non-MBE/WBE subcontractor, or with the Contractor's own forces or those of an affiliate.

The Contractor must give notice in writing both by certified mail and email to the MBE/WBE subcontractor, with a copy to the **LGA** of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the MBE/WBE subcontractor five (5) business days to respond to the Contractor's Notice of Intent to Request Termination and/or Substitution. If the MBE/WBE subcontractor objects to the intended termination/substitution, the MBE/WBE, within five (5) business days must advise the Contractor and the **LGA** of the reasons why the action should not be approved. The five-day notice period shall begin on the next business day after written notice is provided to the MBE/WBE subcontractor.

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

- (a) The listed MBE/WBE subcontractor fails or refuses to execute a written contract;
- (b) The listed MBE/WBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the MBE/WBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (c) The listed MBE/WBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (d) The listed MBE/WBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (e) The listed MBE/WBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (f) The listed MBE/WBE subcontractor is not a responsible contractor;
- (g) The listed MBE/WBE voluntarily withdraws from the project and provides written notice of withdrawal;

- (h) The listed MBE/WBE is ineligible to receive MBE/WBE credit for the type of work required;
- (i) A MBE/WBE owner dies or becomes disabled with the result that the listed MBE/WBE contractor is unable to complete its work on the contract;
- (j) Other documented good cause that compels the termination of the MBE/WBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a MBE/WBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the MBE/WBE contractor was engaged or so that the prime contractor can substitute another MBE/WBE or non-MBE/WBE contractor after contract award.

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

(A) Performance Related Replacement

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

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

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

(B) Decertification Replacement

- (1) When a committed MBE/WBE is decertified by the NCDOT after the SAF (*Subcontract Approval Form*) has been received by the **LGA**, the **LGA** 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 **LGA** receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work to meet the Combined MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to **LGA** (see A herein for required documentation).
- (3) Exception: If the MBE/WBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, the **LGA** will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement and overall goal.

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

Changes in the Work

When the **LGA** 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 **LGA** 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 **LGA** 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 **LGA**.

When the **LGA** 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 **LGA**.

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 **LGA** 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 **LGA** 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 **LGA** with an accounting of payments made to all MBE/WBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the **LGA** 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 **LGA** can request written verification of subcontractor payments.

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

Failure to Meet Contract Requirements

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

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:	NAME OF BIDDER:
-----------	-----------------

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Local Public Agency as:

Name of MBE/WBE/DBE

Subcontractor _____

Address _____

City _____ State _____ Zip _____

Please check all that apply:

Minority Business Enterprise (MBE) _____

Women Business Enterprise (WBE) _____

Disadvantaged Business Enterprise (DBE) _____

The MBE /WBE /DBE status of the above named subcontractor is certified by the North Carolina Department of Transportation. The above named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Local Public Agency. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the “attached” MBE/WBE/DBE Commitment Items sheet:

Amount \$ _____

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

Affirmation

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

Name of MBE/ WBE/ DBE Subcontractor

Name of Bidder

Signature / Title

Signature / Title

Date

Date

LISTING OF MBE/WBE SUBCONTRACTORS

Sheet _____ of _____

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

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

** Dollar Volume of MBE/WBE Subcontractor Percentage of Total Contract Bid Price:
*If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.
 If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.*

LISTING OF MBE/WBE SUBCONTRACTORS

Sheet _____ of _____

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

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

**** Dollar Volume of MBE Subcontractor** \$ _____
MBE Percentage of Total Contract Bid Price _____ %

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

**** Dollar Volume of WBE Subcontractor** \$ _____
WBE Percentage of Total Contract Bid Price _____ %

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

**STATE OF NORTH CAROLINA
COUNTY OF WAYNE
GOLDSBORO, NC**

BID BOND

Principal: _____
Name of Principal Contractor

Surety: _____
Name of Surety

Contract Number: _____ County: _____

Date of Bid: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the **COUNTY OF WAYNE** in the full and just sum of five (5) percent of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the proposal, and if the **COUNTY OF WAYNE** shall award a contract to the Principal, the Principal shall, within ten (10) calendar days after written notice of award is received by him, provide bonds with good and sufficient surety, as required for the faithful performance of the contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal requests permission to withdraw his bid due to mistake in accordance with the provisions of Article 103-3 of the *Standard Specifications for Roads and Structures*, the conditions and obligations of this Bid Bond shall remain in full force and effect until the **COUNTY OF WAYNE** makes a final determination to either allow the bid to be withdrawn or to proceed with award of the contract. In the event a determination is made to award the contract, the Principal shall have ten (10) calendar days to comply with the requirements set forth above. In the event the Principal withdraws its bid after bids are opened except as provided in Article 103-3, or after award of the contract has been made fails to execute such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the bid bond shall be immediately paid to the **COUNTY OF WAYNE** as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

This the _____ day of _____, 20 _____

Surety

By _____
General Agent or Attorney-in-Fact Signature

Seal of Surety

Print or type Signer's Name

BID BOND
CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Full name of Corporation

Address as prequalified

By

Signature of President, Vice President, Assistant Vice President
Select appropriate title

Print or type Signer's name

Affix Corporate Seal

Attest

Signature of Secretary, Assistant Secretary
Select appropriate title

Print or type Signer's name

BID BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Full name of Firm

Address as prequalified

**Signature of Member/
Manager/Authorized Agent**

Individually

Print or type Signer's name

BID BOND

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Individual Name

Trading and doing business as

Full name of Firm

Address as prequalified

Signature of Contractor

Individually

Print or type Signer's name

Signature of Witness

Print or type Signer's name

BID BOND

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Print or type Individual Name

Address as prequalified

Signature of Contractor

Individually

Print or type Signer's name

Signature of Witness

Print or type Signer's name

BID BOND

PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

Full name of Partnership

Address as prequalified

By _____
Signature of Partner

Print or type Signer's name

Signature of Witness

Print or type Signer's name

BID BOND
JOINT VENTURE (2 or 3)
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest	By	Signature of Contractor
--------------------------------	----	-------------------------

Print or type Signer's name		Print or type Signer's name
-----------------------------	--	-----------------------------

If Corporation, affix Corporate Seal

and

(3) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest	By	Signature of Contractor
--------------------------------	----	-------------------------

Print or type Signer's name		Print or type Signer's name
-----------------------------	--	-----------------------------

If Corporation, affix Corporate Seal

and

(4) _____
Name of Contractor *(for 3 Joint Venture only)*

Address as prequalified

Signature of Witness or Attest	By	Signature of Contractor
--------------------------------	----	-------------------------

Print or type Signer's name		Print or type Signer's name
-----------------------------	--	-----------------------------

If Corporation, affix Corporate Seal

COUNTY OF WAYNE

CONTRACT PAYMENT BOND

Date of Payment Bond Execution _____

Name of Principal Contractor _____

Name of Surety: _____

Name of Contracting Body: _____

Amount of Bond: _____

Contract ID No.: _____

County Name: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACT PAYMENT BOND

Affix Seal of Surety Company

Print or type Surety Company Name

By

Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Fact

Signature of Witness

Print or type Signer's name

Address of Attorney-in-Fact

CONTRACT PAYMENT BOND
CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Full name of Corporation

Address as prequalified

By _____
Signature of President, Vice President, Assistant Vice President
Select appropriate title

Print or type Signer's name

Affix Corporate Seal

Attest _____
Signature of Secretary, Assistant Secretary
Select appropriate title

Print or type Signer's name

CONTRACT PAYMENT BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Full name of Firm

Address as prequalified

By:

Signature of Member, Manager, Authorized Agent
Select appropriate title

Print or type Signer's name

CONTRACT PAYMENT BOND

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Individual Name

Trading and doing business as

Full name of Firm

Address as prequalified

Signature of Contractor

Individually

Print or type Signer's name

Signature of Witness

Print or type Signer's name

CONTRACT PAYMENT BOND

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Print or type Individual name

Address as prequalified

Signature of Contractor

Individually

Print or type Signer's name

Signature of Witness

Print or type Signer's name

CONTRACT PAYMENT BOND
PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

Full name of Partnership

Address as prequalified

By _____
Signature of Partner

Print or type Signer's name

Signature of Witness

Print or type Signer's name

CONTRACT PAYMENT BOND
JOINT VENTURE (2) or (3)
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. On Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *NCDOT Standard Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as prequalified

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

If Corporation, affix Corporate Seal

and

(3) _____
Name of Contractor

Address as prequalified

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

If Corporation, affix Corporate Seal

and

(4) _____
Name of Contractor *(for 3 Joint Venture only)*

Address as prequalified

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

If Corporation, affix Corporate Seal

CONTRACT PAYMENT BOND

Attach certified copy of Power of Attorney to this sheet

COUNTY OF WAYNE
CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: _____

Name of Principal Contractor: _____

Name of Surety: _____

Name of Contracting Body: _____

Amount of Bond: _____

Contract ID No.: _____

County Name: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

Print or type Surety Company Name

By

Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Fact

Signature of Witness

Print or type Signer's name

Address of Attorney-in-Fact

CONTRACT PERFORMANCE BOND
CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Full name of Corporation

Address as prequalified

By _____
Signature of President, Vice President, Assistant Vice President
Select appropriate title

Print or type Signer's name

Affix Corporate Seal

Attest _____
Signature of Secretary, Assistant Secretary
Select appropriate title

Print or type Signer's name

CONTRACT PERFORMANCE BOND
LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Full name of Firm

Address as prequalified

By:

Signature of Member, Manager, Authorized Agent
Select appropriate title

Print or type Signer's name

CONTRACT PERFORMANCE BOND

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Individual Name

Trading and doing business as

Full name of Firm

Address as prequalified

Signature of Contractor

Individually

Print or type Signer's name

Signature of Witness

Print or type Signer's name

CONTRACT PERFORMANCE BOND

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Print or type Individual name

Address as prequalified

Signature of Contractor

Individually

Print or type Signer's name

Signature of Witness

Print or type Signer's name

CONTRACT PERFORMANCE BOND
PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

Full name of Partnership

Address as prequalified

By _____
Signature of Partner

Print or type Signer's name

Signature of Witness

Print or type Signer's name

CONTRACT PERFORMANCE BOND
JOINT VENTURE (2) OR (3)
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. On Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *NCDOT Standard Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest

By

Signature of Contractor

Print or type Signer's name

Print or type Signer's name

If Corporation, affix Corporate Seal

and

(3) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest

By

Signature of Contractor

Print or type Signer's name

Print or type Signer's name

If Corporation, affix Corporate Seal

and

(4) _____
Name of Contractor *(for 3 Joint Venture only)*

Address as prequalified

Signature of Witness or Attest

By

Signature of Contractor

Print or type Signer's name

Print or type Signer's name

If Corporation, affix Corporate Seal

CONTRACT PERFORMANCE BOND

Attach certified copy of Power of Attorney to this sheet

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 President/Vice President/Assistant Vice President
(Select appropriate title) (Select appropriate title)

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

NON-COLLUSION 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

<hr/>	
Full Name of Partnership	
<hr/>	
Address as Prequalified	
<hr/>	
Signature of Witness	Signature of Partner
<hr/>	<hr/>
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.

ACKNOWLEDGEMENT OF ADDENDUM(S)

ADDENDUM #1

I, _____
(SIGNATURE)

representing _____

Acknowledge receipt of Addendum #1.

ADDENDUM #2

I, _____
(SIGNATURE)

representing _____

Acknowledge receipt of Addendum #2.

ADDENDUM #3

I, _____
(SIGNATURE)

representing _____

Acknowledge receipt of Addendum #3.

APPENDICES