

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
RALEIGH, N.C.

PROPOSAL

DATE AND TIME OF BID OPENING: **MAY 15, 2007 AT 2:00 PM**

CONTRACT ID C201483

WBS 33567.3.1

FEDERAL-AID NO. BRSTP-0210(4)

COUNTY PENDER

T.I.P. NO. B-4223

MILES 0.605

ROUTE NO. NC 210

LOCATION BRIDGE OVER NE CAPE FEAR RIVER AND APPROACHES ON NC-210.

TYPE OF WORK GRADING, DRAINAGE, PAVING & STRUCTURE.

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOT WITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING, REGARDLESS OF FUNDING SOURCES.

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A ROADWAY & STRUCTURE PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. C201483**

IN PENDER COUNTY NORTH CAROLINA

Date _____ 20 ____

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

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **C201483** has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Board of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2006 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **C201483** in **Pender County**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

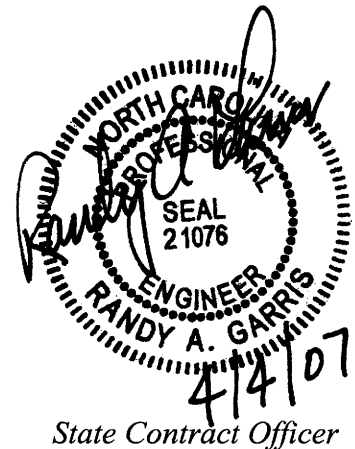
The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, July 2006* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

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

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

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

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



A circular professional engineer seal for Randy A. Garris, North Carolina, Seal 21076. The seal contains the text "NORTH CAROLINA PROFESSIONAL ENGINEER RANDY A. GARRIS SEAL 21076". A handwritten signature is written over the seal, and the date "4/4/07" is written below it.

State Contract Officer

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- Item Sheets
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PROJECT SPECIAL PROVISIONS

GENERAL

CONTRACT TIME AND LIQUIDATED DAMAGES:

(8-15-00) (Rev. 7-18-06)

SP1 G07

The date of availability for this contract is **July 2, 2007**, except that work in jurisdictional waters and wetlands shall not begin until a meeting between the DOT, Regulatory Agencies, and the Contractor is held as stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time for this project.

The completion date for this contract is **December 31, 2009**.

When observation periods are required by the contract, they are not a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. Should an observation period extend beyond the final completion date, the acceptable completion of the observation period shall be a part of the work covered by the performance and payment bonds.

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:

(7-1-95) (Rev.5-16-06)

SP1 G13

Except for that work required under the Project Special Provisions entitled *Planting* and/or *Reforestation*, 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 **July 2, 2007**.

The completion date for this intermediate contract time is **July 15, 2009**.

The liquidated damages for this intermediate contract time are **One Thousand Dollars (\$1,000.00)** 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* and/or *Reforestation*. 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.

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES

(2-20-07)

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to a 2-lane, 2-way traffic pattern. The Contractor shall not close or narrow a lane of traffic on **NC 210** during the following time restrictions:

DAY AND TIME RESTRICTIONS**7:00 a.m. to 8:30 a.m. Monday thru Friday**

In addition, the Contractor shall not close or narrow a lane of traffic on **NC 210**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **Easter**, between the hours of **7:00 a.m.** Thursday and **8:30 a.m.** Monday.
3. For **Memorial Day**, between the hours of **7:00 a.m.** Friday and **8:30 a.m.** Tuesday.
4. For **Independence Day**, between the hours of **7:00 a.m.** the day before Independence Day and **8:30 a.m.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **7:00 a.m.** the Thursday before Independence Day and **8:30 a.m.** the Tuesday after Independence Day.

5. For **Labor Day**, between the hours of **7:00 a.m.** Friday and **8:30 a.m.** Tuesday.

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

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

The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated above and place traffic in a 2-lane, 2-way pattern.

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

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES

The Contractor shall complete the work required of **Phase II, Steps 1 and 2 as shown on Sheet TCP-3** and shall place and maintain traffic on same.

The time of availability for this intermediate contract time will be the **Friday at 7:00 p.m.** that the Contractor elects to begin the work.

The completion time for this intermediate contract time will be the following **Monday at 6:00 a.m.** which is **59 consecutive hours** after the **Friday** the Contractor begins the work.

The liquidated damages are **Three Thousand Dollars (\$3,000.00)** per hour.

CONSTRUCTION MORATORIUM:

No in-water work shall be allowed from February 1 through June 30 of any year.

MAJOR CONTRACT ITEMS:

(2-19-02)

SP1 G28

The following listed items are the major contract items for this contract (See Articles 101 and 104-5 of the *Standard Specifications*):

Line #	Description
124	Reinforced Concrete Deck Slab
126	Class "A" Concrete (Bridge)
130	54" Prestressed Concrete Girders

SPECIALTY ITEMS:

(7-1-95)

SP1 G37

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

Line #	Description
43 thru 48	Guardrail
49 thru 51	Fencing
55 thru 58	Signing
72 thru 74	Long-Life Pavement Markings
77 thru 78	Permanent Pavement Markers
79 thru 85	Utility Construction
86 thru 112 & 115 thru 116	Erosion Control
113 thru 114	Reforestation
119 thru 123	Drilled Piers

FUEL PRICE ADJUSTMENT:

(11-15-05) (Rev 11-21-06)

SP1 G43

Revise the *2006 Standard Specifications* as follows:

Page 1-93, Article 109-8 Fuel Price Adjustment is amended to add the following as the first paragraph:

Bidders will have the option to *opt-out* of receiving a fuel price adjustment on this contract. Bidders shall designate in their bid submission in the Miscellaneous Data Folder of Transport Expedite whether or not they wish to accept or decline receiving a fuel price adjustment on items designated in the contract. If no designation is shown in the bid, the bidder will be subject to the fuel price adjustment. The bidder will not be permitted to change the option after the Department accepts the bid. If the bidder indicates that they want to participate in the fuel price adjustment, it shall be paid as follows:

Page 1-93 Subarticle 109-8, add the following:

The base index price for DIESEL #2 FUEL is \$ **1.9414** per gallon.

Where any of the following are included in the contract, they will be eligible for fuel price adjustment.

The item(s) of work and the fuel factor used in calculating adjustments to be made are as follows:

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Aggregate Base Course	Gal/Ton	0.55
Asphalt Concrete Base Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Intermediate Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Surface Course, Type ____	Gal/Ton	2.90
Open-Graded Asphalt Friction Course	Gal/Ton	2.90
Sand Asphalt Surface Course, Type ____	Gal/Ton	2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
____ In. Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to ____ In. Pavement	Gal/SY	0.245

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-20-04)

SP1 G58

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

Fiscal Year	Progress (% of Dollar Value)
2008 (7/01/07 - 6/30/08)	64% of Total Amount Bid
2009 (7/01/08 - 6/30/09)	36% of Total Amount Bid

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

DISADVANTAGED BUSINESS ENTERPRISE:

4-17-07

SP1 G61

Policy

It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in *49 CFR Part 26* shall have the opportunity to participate in the performance of contracts financed in whole or in part by Federal Funds in order to create a level playing field on which DBEs can compete fairly.

Obligation

The Contractor, subcontractor, and sub-recipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of *49 CFR Part 26* in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems necessary.

Definitions

Commitment - The DBE participation submitted by the prime contractor during the bidding process. Once the Department accepts the commitment, the commitment becomes the contract requirement.

Committed DBE - Any DBE listed on the DBE commitment list at the time of bid submission or any DBE utilized as a replacement for a DBE firm listed on the commitment list.

Department - North Carolina Department of Transportation

Disadvantaged Business Enterprise (DBE) – A firm certified through the North Carolina Unified Certification Program in accordance with *49 CFR Part 26*.

Goal - The DBE participation specified herein.

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

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 or operates distribution equipment. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

North Carolina Unified Certification Program - A program that provides one-stop shopping to applicants for certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients of USDOT funds in the state.

USDOT - United States Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

Goal

The following goal for participation by Disadvantaged Business Enterprises is established for this contract:

Disadvantaged Business Enterprises **5%**

The Contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in at least the percent of the contract as set forth above as the goal.

Listing of DBE Subcontractors

(A) (1) Electronic Bids

Bidders shall submit a listing of DBE participation in the appropriate section of Expedite, the bidding software of Bid Express®. Only those DBE firms with current certification are considered acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

(a) The names and addresses of DBE firms committed to participate in the contract. In the event the Bidder uses the updated listing of DBE firms shown in Expedite, the Bidder may use the dropdown menu to access the name and address of the DBE firm.

(b) The contract line numbers of work to be performed by each DBE firm;

When no figures or firms are entered, the bidder will be considered to have no DBE participation.

(2) Paper Bids

Bidders, at the time the bid proposal is submitted, shall also submit a listing of DBE participation on the appropriate form (or facsimile thereof) contained elsewhere in this proposal in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract. In the event the bidder has no DBE participation, he shall indicate this on the forms by entering the word or number zero. Blank forms will not be deemed to represent zero participation. Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and they will be returned to the bidder. Bidders have the option of submitting the DBE participation in an abbreviated format. In the event the bidder elects to submit DBE participation in accordance with (a) and is determined to be the apparent lowest responsive bidder, that bidder shall deliver to the Department no later than 12:00 noon of the sixth day following the opening of bids, a detailed DBE submittal as required by Paragraph (b) below:

(a) Abbreviated Format

The Contractor shall indicate on the form for listing of DBE subcontractors contained elsewhere in this proposal the following required information:

The names and addresses of DBE firms committed to participate in the contract

The contract line numbers of work to be performed by each DBE firm

The Contract Item Numbers of work to be performed by each DBE firm;
and

The total dollar amount to be paid to each DBE based on agreed upon unit prices.

Failure to indicate the required information on the specified form will cause the bid to be considered nonresponsive and it may be rejected.

(b) Required Documentation

In lieu of submitting the information required by (a) above, the bidder may submit the detailed information that required below along with the bid proposal.

The names and addresses of DBE firms committed to participate in the contract

The Contract Item Numbers and Contract Item Descriptions and agreed upon unit prices of work to be performed by each DBE firm; and

The total dollar amount to be paid to each DBE based on agreed upon unit prices.

Failure to indicate the required information on the specified form will cause the bid to be considered nonresponsive and it may be rejected.

The bidder shall submit written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal and written confirmation from each DBE, listed in the proposal, indicating their participation in the contract.

- (B) If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder shall submit to the Department documentation of its good faith efforts made to reach the contract goal. One complete set and 9 copies of this information shall be received in the office of the State Contractor Utilization Engineer no later than 12:00 noon of the sixth day following opening of bids. 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 DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Department considers in judging good faith efforts. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The following factors are used to determine if the bidder has made adequate good faith effort:

- (1) Whether the bidder attended any pre-bid meetings that were scheduled by the Department to inform DBEs of subcontracting opportunities.

- (2) Whether the bidder provided solicitations through all reasonable and available means (e.g. advertising in newspapers owned and targeted to the Disadvantaged) at least 10 days prior to bid opening. Whether the bidder provided written notice to all DBEs listed in the NCDOT Directory of Transportation Firms, within the Divisions and surrounding Divisions where the project is located, that specialize in the areas of work (as noted in the DBE Directory) that the bidder will be subletting.
- (3) Whether the bidder followed up initial solicitations of interests by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted Divisions do not provide an intent to quote or no DBEs specialize in the subcontracted areas, the bidder shall notify DBEs outside of the targeted Divisions that specialize in the subcontracted areas, as well as call the Contract Compliance Manager in the Office of Civil Rights to give notification of the bidder's inability to get DBE quotes.
- (4) Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Bidder might otherwise perform these work items with its own forces.
- (5) Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications and requirements of the contract.
- (6) Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- (7) Whether quotations were received from interested DBE firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firms quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered as sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the Bidder to accept unreasonable quotes in order to satisfy contract goals.
- (8) Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation.
- (9) Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance, and/or bonding to satisfy the work requirements in the bid proposal.

- (10) Any other evidence that the bidder submits which show that the bidder has made reasonable good faith efforts to meet the contract goal.

In the event a bidder is the apparent lowest responsive bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department will consider allowing the bidder to combine the DBE participation as long as the overall goal value of the combined projects is achieved.

- (C) The bidder will be required to submit written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal and written confirmation from each DBE, listed in the proposal, indicating their participation in the contract. This documentation will be submitted on the Department's form titled "Letter of Intent to Perform as a Subcontractor" and shall be received in the office of the State Contractor Utilization Engineer no later than 12:00 noon of the sixth day following opening of bids.

If the bidder fails to submit written confirmation from each committed DBE, listed in the proposal, indicating their participation in the contract, the bidder shall submit information to satisfy the Department that sufficient good faith efforts have been made to meet the contract goals. The following factors are used to determine if the bidder has made adequate good faith effort to obtain written confirmation from committed DBEs indicating their participation in the contract:

- (1) Whether the apparent lowest responsive bidder, within 30 hours following bid opening, provided each DBE listed in the proposal written notification that it is participating in the contract and attaching the required forms for execution,
- (2) Whether the bidder, within 48 hours following bid opening, followed up initial notification by contacting each DBE to confirm receipt of the written documentation and to confirm the firms intent to execute and return the forms,
- (3) Whether the bidder provided each DBE with adequate and timely information about the forms,
- (4) Copies of written quotations received from each DBE listed in the proposal for which written confirmation from DBE indicating their participation in the contract is not provided and
- (5) Any other evidence that the bidder submits which show that the bidder has made reasonable good faith efforts to obtain written confirmation from DBEs indicating their participation in the contract.
- (6) If the participation supported by Letters of Intent to Perform as a Subcontractor does not meet or exceed the contract goal the bidder shall submit the information documenting good faith in accordance with item (B) of this section.

- (D) Where the bidder fails to provide the required information in the required timeframe, the Department may impose one or more of the following sanctions:
- (1) disqualify the Contractor and any affiliated companies from further bidding for a period of time of no more than 90 days from the date of disqualification as established in notification by certified mail,
 - (2) disqualify the Contractor and any affiliated companies from award of all contracts for which bids have been received and opened,
 - (3) disqualify the Contractor from the contract in question.
- (E) When the apparent lowest responsive bidder fails to submit sufficient participation by DBE firms to meet the contract goal and upon a determination by the Goal Compliance Committee based upon the information submitted that the apparent lowest responsive bidder failed to make sufficient reasonable efforts to meet the contract goal, the bidder will be offered the opportunity to meet in person for administrative reconsideration. A committee appointed by the Department will hear administrative reconsideration. Members of this committee will be officials that did not take part in the original determination by the Goal Compliance Committee. The bidder will have the opportunity to present written documentation or argument concerning the issue of whether it met the goal or made an adequate good faith effort. The bidder will receive a written decision on the reconsideration, including the basis for finding. The result of the reconsideration process will not be administratively appealable to the USDOT.

In the event that the Department does not award the contract to the apparent lowest responsive bidder, the Department reserves the right to award the contract to the next lowest responsive bidder that submits participation to meet the contract goal or documents that adequate good faith efforts have been made to meet the goal.

Directory of Transportation Firms

Real-time information about firms doing business with the Department and firms that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <http://apps.dot.state.nc.us/vendor/directory> in the address bar of your web browser.

The Directory allows the display to be customized and the firms listed to be filtered by attributes, including work types, certification type and desired work area. The list can be printed or downloaded as a Microsoft Excel file. Firms identified as DBE certified in the Directory can be utilized to meet the contract goals.

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

Replacement of DBE

The Contractor shall not terminate a committed DBE subcontractor for convenience or perform the work with its own forces or those of an affiliate. If the Contractor fails to demonstrate reasonable efforts to replace a committed DBE firm that does not perform as intended or completes the work with its own forces without the Engineer's approval, the Contractor may be disqualified from further bidding for a period of up to 6 months.

The Contractor shall comply with the following for replacement of committed DBE.

(A) Performance Related

When a DBE is terminated or fails to complete its work on the contract for any reason, the Contractor shall take all necessary, reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work as the DBE that was terminated. The Contractor is encouraged to first attempt to find another DBE firm to do the same work as the DBE that was being terminated.

To demonstrate necessary, reasonable good faith efforts, the Contractor shall document the steps he has taken to replace any DBE subcontractor who is unable to perform successfully with another DBE subcontractor. Such documentation shall include but not be limited to the following:

- (1) Copies of written notification to DBEs that their interest is solicited in subcontracting the work defaulted by the previous DBE subcontractor or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:
 - (a) The names, addresses, and telephone numbers of DBEs who were contacted.
 - (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
- (3) For each DBE contacted but rejected as unqualified, the reasons for the Contractor's conclusion.
- (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification

- (1) When a committed DBE is decertified by the Department after a Request for Subcontract has been received by the Department, the Department will not require the Prime Contractor to solicit replacement DBE 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 commitment.

- (2) When a committed DBE is decertified prior to the Department receiving a Request for Subcontract for the named DBE firm, the Prime Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the contract goal or demonstrate that it has made a good faith effort to do so.

Changes in the Work

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

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

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

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

Counting DBE Participation Toward Meeting the DBE Goal

- (A) If a firm is determined to be an eligible DBE firm, the total dollar value of the participation by the DBE will be counted toward the contract commitment. The total dollar value of participation by a certified DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Contractor.
- (B) When a DBE performs as a participant in a joint venture, the Contractor may count toward its DBE goal a portion of the total value of participation with the DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.
- (C) (1) The Contractor may count toward its DBE goal only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

- (2) Consistent with normal industry practices, a DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract goal. If a DBE Contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department for commercially useful functions. The Department's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.
- (3) The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function.
 - (a) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - (b) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - (c) The DBE 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.
 - (d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (e) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.
 - (f) For purposes of this paragraph, a lease shall indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.
- (D) A contractor may count toward its DBE goal 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from DBE regular dealer and 100 percent of such expenditures to a DBE manufacturer.

- (E) A contractor may count toward its DBE goal the following expenditures to DBE firms that are not manufacturers or regular dealers:
- (1) The fees or commissions charged by a DBE 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) The fees or commissions charged for assistance in the procurement of the materials and supplies, or for 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 not from a manufacturer or regular dealer and provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Reports

All requests for subcontracts involving DBE subcontractors shall be accompanied by a certification executed by both the Prime Contractor and the DBE subcontractor attesting to the agreed upon unit prices and extensions for the affected contract items. This information shall be supplied on the Department Form RS-1-D unless otherwise approved by the Engineer. In any event, the Department reserves the right to require copies of actual subcontract agreements involving DBE subcontractors.

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

All certifications will be considered a part of the project records, and consequently will be subject to penalties under Federal Law associated with falsifications of records related to projects.

Reporting Disadvantaged Business Enterprise Participation

The Contractor shall provide the Engineer with an accounting of payments made to Disadvantaged Business Enterprise firms, including material suppliers, contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in (1) withholding of money due in the next partial pay estimate; or (2) removal of an approved contractor from the prequalified bidders list or the removal of other entities from the approved subcontractors list.

The Contractor shall report the accounting of payments through the Department's DBE Payment Tracking System, which is a web based application. The system can be accessed through the following web link: <https://apps.dot.state.nc.us/Vendor/PaymentTracking/>. The Contractor shall also provide the Engineer an affidavit attesting the accuracy of the information submitted in the Payment Tracking System. This too shall be submitted for any given month by the end of the following month.

Contractors reporting transportation services provided by non-DBE lessees in accordance with item (C)(3)(e) above shall evaluate the value of services provided during the month of the reporting period only.

Prior to payment of the final estimate, the Contractor shall furnish an accounting of total payment to each DBE. A responsible fiscal officer of the payee contractor, subcontractor, or second tier subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to DBEs, it shall be the prime contractors responsibility to report all monthly and final payment information in the Tracking System.

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 working on any DOT project until the required information is submitted.

CERTIFICATION FOR FEDERAL-AID CONTRACTS:

(3-21-90)

SP1 G85

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by *Section 1352, Title 31, U.S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:

(11-22-94)

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.

SUBMISSION OF RECORDS - FEDERAL-AID PROJECTS:

(7-1-95)

SP1 G109

The Contractor's attention is directed to the Standard Special Provisions entitled *Required Contract provisions - Federal-Aid Construction Contracts* contained elsewhere in this proposal.

This project is **not** located on the National Highway System, therefore, federal form FHWA-47 is not required.

SUBSURFACE INFORMATION:

(7-1-95)

SP1 G119

Subsurface information is available on the roadway and structure portions of this project.

TRAINING REQUIREMENTS:

(7-1-95)

SP1 G136

The Contractor's attention is directed to the Standard Special Provision *Training Special Provision* included elsewhere in this proposal.

The number of trainees to be trained on this project shall be **1**.

TWELVE MONTH GUARANTEE:

(7-15-03)

SP1 G145

- (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 the Department. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Department, 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. The Department'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. NCDOT 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 the Department 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.

To ensure uniform application statewide the Division Engineer will forward details regarding the circumstances surrounding any proposed guarantee repairs to the Chief Engineer for review and approval prior to the work being performed.

OUTSOURCING OUTSIDE THE USA:

(9-21-04) (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.

ACT OF GOD

(12-19-06)

SP 1 G151

Revise the *2006 Standard Specifications* as follows:

Page 1-69, 107-18 Contractor's Responsibility for Work, in the first paragraph, last sentence, replace the word *legally* with the word *contractually*.

EROSION & SEDIMENT CONTROL/STORMWATER CERTIFICATION:

1-16-07

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 Pollutant 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 & Sediment Control Stormwater Supervisor to manage the Contractor and subcontractor(s) operations, insure compliance with Federal, State and Local ordinances and regulations, and to 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.

Roles and Responsibilities

(A) *Certified Erosion & Sediment Control Stormwater Supervisor* - The Certified Supervisor shall be responsible for ensuring erosion and sediment/stormwater control is adequately implemented and maintained on the project and conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours from initial exposure of an erodible surface to the project's final acceptance when questions or concerns arise with Erosion and Sedimentation Control/Stormwater issues. Perform the following duties:

- (1) **Manage Operations** - Coordinate and schedule the work of subcontractors so that erosion and sediment/stormwater control 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/stormwater control preventive measures are conformed to at each stage of the work.
 - (b) Prepare the required weekly erosion control punchlist 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/stormwater control site plans requested.
 - (e) Provide for erosion and sediment/stormwater control methods 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/stormwater control work in a timely and workmanlike manner.
 - (h) Fully install erosion and sediment/stormwater control work prior to suspension of the work.
 - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment/stormwater control issues due to the Contractor's operations.
 - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces and/or any location where sediment leaves the Right-of-Way.
 - (k) Have available a set of erosion control plans that has been 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 permit 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 E&SC Program. 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. construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste).
 - (b) Inspect E&SC/Stormwater devices at least once every 7 calendar days, twice weekly for 303(d) impaired streams, and within 24 hours after a significant rainfall event of 0.5 inches within 24 hours.
 - (c) Maintain an onsite rain gauge and a record of rainfall amounts and dates.
 - (d) Maintain E&SC/Stormwater inspection records for review by Department and Regulatory personnel upon request.
 - (e) Implement approved reclamation plans on all borrow pits and waste sites.
 - (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 E&SC/Stormwater awareness, the NPDES Permit requirements, and the requirements of the *General Permit, NCG010000*.

- (i) Report violations of the NPDES permit to the Engineer who will notify the DWQ Regional Office within 24 hours.
- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions 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/or subcontractor(s) on site have the proper erosion and sediment/stormwater control certification.
 - (c) Notify the Engineer when the required certified erosion and sediment/stormwater control 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) Maintain temporary erosion and sediment control devices.
 - (h) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
 - (i) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records at the project site. Make NPDES inspection 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, certified installer for each of the following erosion or sediment/stormwater control 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 *Certified Installer* is not onsite, the contractor may substitute a Level I Installer with a Level II Foreman, provided the Level II Foreman is not tasked to another crew requiring Level II Foreman oversight.

Preconstruction Meeting

Furnish the names of the *Certified Erosion & Sediment Control Stormwater Supervisor, Certified Foremen, and Certified Installer* 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 - Operations to the certification entity, certification for Supervisor, Certified Foremen, and Certified Installers may be revoked or suspended with the issuance of a *Continuing Immediate Corrective Action (Continuing ICA), Notice of Violation, or Cease and Desist Order* for erosion and sediment control/stormwater related issues.

Should any of the following circumstances occur, the Chief Engineer may suspend or permanently revoke such certification.

- (A) Failure to adequately perform the duties as defined within the certification program
- (B) Issuance of a continuing 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 within another state

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

A registrant 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 - Operations
1537 Mail Service Center
Raleigh, NC 27699-1537

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 registrant 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 registrant.

If a certification is temporarily suspended, the registrant 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 & Sediment Control Stormwater Supervisor is incidental to the project for which no direct compensation will be made.

Certified Foremen are incidental to the project for which no direct compensation will be made.

Certified Installers are incidental to the project for which no direct compensation will be made.

PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:

2-20-07

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 *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 superceding 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 <http://www.ncdot.org/doh/preconstruct/ps/contracts/letting.html> 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.

NOTES TO CONTRACTOR:

1. Protection of Roadway Foundation

Do not allow heavy equipment on areas where fabric for soil stabilization is recommended, in order to minimize rutting of natural ground. Cut trees flush with the ground surface, and place fabric on relatively undisturbed natural ground, without grubbing.

2. Under Excavation

Undercut using dragline or other approved methods to prevent disturbance of the underlying soils. Do not operate heavy equipment directly on the base of the box cut.

PROJECT SPECIAL PROVISIONS

ROADWAY

CLEARING AND GRUBBING – METHOD III:

(4-6-06)

SP2 R02

Perform clearing on this project to the limits established by Method “III” shown on Standard No. 200.03 of the *Roadway Standard Drawings*.

SHOULDER AND FILL SLOPE MATERIAL (Lump Sum Grading):

(5-21-02)

SP2 R45

Description

Perform the required shoulder and slope construction for this project in accordance with the applicable requirements of Section 226 of the *Standard Specifications* except as follows:

Construct the top 6 inches of shoulder and fill slopes with soils capable of supporting vegetation.

Provide soil with a P.I. greater than 6 and less than 25 and with a pH ranging from 5.5 to 6.8. Remove stones and other foreign material 2 inches or larger in diameter. All soil is subject to test and acceptance or rejection by the Engineer.

Obtain material from within the project limits or approved borrow source.

Measurement and Payment

No direct payment will be made for this work, as the cost of this work will be considered to be a part of the work being paid for at the contract lump sum price for *Grading*.

REINFORCED BRIDGE APPROACH FILL:

(3-18-03) (Rev.7-18-06)

SP4 R01

Description

This work consists of all work necessary to construct reinforced bridge approach fills in accordance with these provisions and the plans, and as directed by the Engineer.

Materials

Geomembrane

Provide geomembrane that is impermeable, composed of polyethylene polymers or polyvinyl chloride, and meets the following physical requirements:

Property	Requirements	Test Method
Thickness	25 mils Minimum	ASTM D1593
Tensile Strength at Break	100 lb/inch Minimum	ASTM D638
Puncture Strength	40 lbs Minimum	ASTM D 4833
Moisture Vapor Transmission Rate	0.018 ounce/yard ² per Day Maximum	ASTM E96

Fabric

Refer to Section 1056 for Type 2 Engineering Fabric and the following:

Use a woven fabric consisting of strong rot-proof synthetic fibers such as polypropylene, polyethylene, or polyester formed into a stable network such that the filaments or yarns retain their relative positions to each other.

Fabric Property	Requirements	Test Method
Minimum Flow Rate	2 gallons/min/square foot	ASTM D 4491

Lamination of fabric sheets to produce the physical requirements of a fabric layer will not be accepted. Furnish letters of certification from the manufacturer with each shipment of the fabric and geomembrane attesting that the material meets the requirements of this provision; however, the material is subject to inspection, test, or rejection by the Engineer at any time.

During all periods of shipment and storage, wrap the geomembrane and fabric in a heavy-duty protective covering to protect the material from ultraviolet rays. After the protective wrapping has been removed, do not leave the material uncovered under any circumstances for longer than 4 days.

Select Material

Provide select material meeting the requirements of Class III, Type 1 or Type 2, or Class V select material of Section 1016 of the *Standard Specifications*. When select material is required under water, use select material class V only, up to one foot above the existing water elevation.

4 inch Diameter Corrugated Drainage Pipe and Fittings

Provide pipe and fittings that meet all the applicable requirements of Section 815 or 816 of the *Standard Specifications*.

Construction Methods

Place the geomembrane and fabric as shown on the plans or as directed by the Engineer. Perform the excavation for the fabric reinforced fill to the limits shown on the plans. Provide an excavated surface free of obstructions, debris, pockets, stumps, and cleared of all vegetation. The geomembrane or fabric will be rejected if it has defects, rips, holes, flaws, deterioration or

damage incurred during manufacture, transportation, handling or storage. Lay all layers smooth, and free from tension, stress, folds, wrinkles or creases. Place all the fabric layers with the machine direction (roll direction) parallel to the centerline of the roadway. A minimum roll width of 10.0 feet for the fabric is required. Overlap geomembrane or fabric splices parallel to the centerline of the roadway a minimum of 18 inches. Geomembrane or fabric splices parallel to the backwall face will not be allowed.

Deposit and spread select material in successive, uniform, approximately horizontal layers of not more than 10 inches in depth, loose measurement, for the full width of the cross section, and keep each layer approximately level. Place and compact each layer of select material fill no more than 10 inches thick with low ground pressure equipment. Use hand operated equipment to compact the fill material within three feet of the backwall and wingwalls as directed by the Engineer. Compact select material to a density equal to at least 95% of that obtained by compacting a sample of the material in accordance with AASHTO T99 as modified by the Department. Compact the top eight inches of select material to a density to at least 100% of that obtained by compacting a sample of the material in accordance with AASHTO T99 as modified by the Department. Density requirements are not applicable to select material, class V; however compact the fill with at least four passes of low ground pressure equipment on the entire surface as directed by the Engineer. The compaction of each layer of select material shall be inspected and approved by the Department prior to the placement of the next fill layer. No equipment will be allowed to operate on the drainage pipe or any geomembrane/fabric layer until it is covered with at least six inches of fill material. Compaction shall not damage the drainage pipe, geomembrane, or fabric under the fill. Cover the geomembrane/fabric with a layer of fill material within four days after placement of the geomembrane/fabric. Geomembrane and fabric that are damaged as a result of installation will be replaced as directed by the Department at no additional cost.

Place the geomembrane on the ground, and attach and secure it tightly to the vertical face of the backwall and wingwalls with adhesives, duct-tape, nails or any other method approved by the Engineer. Place the first fabric layer on the surface of the geomembrane with the same dimensions of the geomembrane. No material or void is allowed between the geomembrane and the first fabric layer. Place and fold the remaining fabric layers on the edges as shown on the plans or as directed by the Engineer. Provide vertical separation between fabric layers as specified on the plans. The number of fabric layers will be shown in the plans.

Place four inch diameter perforated drainage pipe along the base of the backwall and sloped to drain as shown on the plans. Completely wrap perforated drainage pipe and #78M stone with Type 2 Engineering Fabric as shown on the plan detail. Install a pipe sleeve through the bottom of or under the wing wall prior to placing concrete for the wing wall. The pipe sleeve shall be of adequate strength to withstand the wingwall load. Place the pipe sleeve in position to allow the drainage pipe to go through the wing wall with a proper slope. Connect four-inch diameter nonperforated (plain) drainage pipe with a coupling to the perforated pipe near the inside face of the wingwall. Place the nonperforated drainage pipe through the pipe sleeve, extend down to the toe of the slope and connect, to a ditch or other drainage systems as directed by the Engineer. For bridge approaches in cut sections where no side slope is available, direct the drainage pipe outlet to the end slope down to the toe using elbows as directed by the Engineer.

Measurement and Payment

Reinforced Bridge Approach Fill, Station _____ will be paid for at the contract lump sum price. Such price and payment will be full compensation for both approach fills at each bridge installation, including but not limited to furnishing, placing and compacting select material, furnishing and placing geomembrane and woven fabric, furnishing and placing pipe sleeve, drainage pipe, and stone, furnishing and installing concrete pads at the end of outlet pipes, excavation and any other items necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Reinforced Bridge Approach Fill, Station _____	Lump Sum

AGGREGATE BASE COURSE:

12-19-06

SP5 R03

Revise the *2006 Standard Specifications* as follows:

Page 5-11, Article 520-5 Hauling and Placing Aggregate Base Material, 6th paragraph, replace the first sentence with the following:

Base course that is in place on November 15 shall have been covered with a subsequent layer of pavement structure or with a sand seal. Base course that has been placed between November 16 and March 15 inclusive shall be covered within 7 calendar days with a subsequent layer of pavement structure or with a sand seal.

ASPHALT PAVEMENTS - SUPERPAVE:

(7-18-06) (Rev 9-19-06)

SP6 R01

Revise the *2006 Standard Specifications* as follows:

Page 6-2, Article 600-9 Measurement and Payment

Delete the second paragraph.

Page 6-12, 609-5(C)2(c) add after (AASHTO T 209):

or ASTM D 2041

Page 6-13, last line on page & Page 6-14, Subarticle 609-5(C)(2)(e), delete and substitute the following:

(e) Retained Tensile Strength (TSR) - (AASHTO T 283 Modified), add subarticle (1) Option 1 before the first paragraph.

(1) Option 1

Add subarticle (2) Option 2 and the following sentence as the first sentence of the second paragraph:

(2) Option 2

Mix sampled from truck at plant with one set of specimens prepared by the Contractor and then tested jointly by QA and QC at a mutually agreed upon lab site within the first 7 calendar days after beginning production of each new mix design.

Page 6-28, 610-3(A) Mix Design-General, third sentence of the fourth paragraph:

Substitute 20% for 15%

First, second and third sentences of the fifth paragraph:

Substitute 20% for 15%

Page 6-44, 610-8, third full paragraph, replace the first sentence with the following:

Use the 30 foot minimum length mobile grade reference system or the non-contacting laser or sonar type ski *with at least four referencing stations mounted on the paver at a minimum length of 24 feet* to control the longitudinal profile when placing the initial lanes and all adjacent lanes of all layers, including resurfacing and asphalt in-lays, unless otherwise specified or approved.

Page 6-54, Article 620-4, add the following pay item:

Pay Item	Pay Unit
Asphalt Binder for Plant Mix, Grade PG 70-28	Ton

Page 6-69, Table 660-1 **Material Application Rates and Temperatures**, add the following:

Type of Coat	Grade of Asphalt	Asphalt Rate gal/yd ²	Application Temperature °F	Aggregate Size	Aggregate Rate lb./sq. yd. Total
Sand Seal	CRS-2 or CRS-2P	0.22-0.30	150-175	Blotting Sand	12-15

Page 6-75, 660-9(B), add the following as sub-item (5)

(5) Sand Seal

Place the fully required amount of asphalt material in one application and immediately cover with the seal coat aggregate. Uniformly spread the fully required amount of aggregate in one application and correct all non-uniform areas prior to rolling.

Immediately after the aggregate has been uniformly spread, perform rolling.

When directed, broom excess aggregate material from the surface of the seal coat.

When the sand seal is to be constructed for temporary sealing purposes only and will not be used by traffic, other grades of asphalt material meeting the requirements of Articles 1020-6 and 1020-7 may be used in lieu of the grade of asphalt required by Table 660-1 when approved.

Page 10-41, Table 1012-1, add the following:

Mix Type	Course Aggregate Angularity ^(b) ASTM D5821	Fine Aggregate Angularity % Minimum AASHTO T304 Method A	Sand Equivalent % Minimum AASHTO T176	Flat & Elongated 5:1 Ratio % Maximum ASTM D4791 Section 8.4
S 9.5 D	100/100	45	50	10

Page 10-45, Replace Table 1012-2 with the following:

TABLE 1012-2
NEW SOURCE RAP GRADATION and BINDER TOLERANCES
 (Apply Tolerances to Mix Design Data)

Mix Type	0-20% RAP			21-25% RAP			26%+ RAP		
	Base	Inter.	Surf.	Base	Inter.	Surf.	Base	Inter.	Surf.
P _b , %		± 0.7%			± 0.4%			± 0.3%	
1 1/2" (37.5)	±10	-	-	±7	-	-	±5	-	-
3/4" (19.0)	±10	±10	-	±7	±7	-	±5	±5	-
1/2" (12.5)	-	±10	±6	-	±7	±3	-	±5	±2
3/8" (9.5)	-	-	±8	-	-	±5	-	-	±4
No. 4 (4.75)	±10	-	±10	±7	-	±7	±5	-	±5
No. 8 (2.36)	±8	±8	±8	±5	±5	±5	±4	±4	±4
No.16 (1.18)	±8	±8	±8	±5	±5	±5	±4	±4	±4
No. 30 (0.600)	±8	±8	±8	±5	±5	±5	±4	±4	±4
No. 50 (0.300)	-	-	±8	-	-	±5	-	-	±4
No. 200 (0.075)	±4	±4	±4	±2	±2	±2	±1.5	±1.5	±1.5

ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES:

(11-21-00)

SP6 R15

The approximate asphalt binder content of the asphalt concrete plant mixtures used on this project will be as follows:

Asphalt Concrete Base Course	Type B 25.0__	4.3%
Asphalt Concrete Intermediate Course	Type I 19.0__	4.7%
Asphalt Concrete Surface Course	Type S 4.75A	7.0%
Asphalt Concrete Surface Course	Type SF 9.5A	6.5%
Asphalt Concrete Surface Course	Type S 9.5__	6.0%
Asphalt Concrete Surface Course	Type S 12.5__	5.5%

The actual asphalt binder content will be established during construction by the Engineer within the limits established in the *Standard Specifications*.

ASPHALT PLANT MIXTURES:

(7-1-95)

SP6 R20

Place asphalt concrete base course material in trench sections with asphalt pavement spreaders made for the purpose or with other equipment approved by the Engineer.

PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:

(11-21-00)

SP6 R25

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

The base price index for asphalt binder for plant mix is **\$311.79** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **April 1, 2007**.

GUARDRAIL ANCHOR UNITS, TYPE 350:

(4-20-04)

SP8 R65

Description

Furnish and install guardrail anchor units in accordance with the details in the plans, the applicable requirements of Section 862 of the *Standard Specifications*, and at locations shown in the plans.

Materials

The Contractor may at his option, furnish any one of the guardrail anchor units.

Guardrail anchor unit (ET-2000) as manufactured by:

Trinity Industries, Inc.
2525 N. Stemmons Freeway
Dallas, Texas 75207
Telephone: 800-644-7976

The guardrail anchor unit (SKT 350) as manufactured by:

Road Systems, Inc.
3616 Old Howard County Airport
Big Spring, Texas 79720
Telephone: 915-263-2435

Prior to installation the Contractor shall submit to the Engineer:

- (A) FHWA acceptance letter for each guardrail anchor unit certifying it meets the requirements of NCHRP Report 350, Test Level 3, in accordance with Section 106-2 of the Standard Specifications.
- (B) Certified working drawings and assembling instructions from the manufacturer for each guardrail anchor unit in accordance with Section 105-2 of the Specifications.

No modifications shall be made to the guardrail anchor unit without the express written permission from the manufacturer. Perform installation in accordance with the details in the plans, and details and assembling instructions furnished by the manufacturer.

Construction Methods

Guardrail end delineation is required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation consists of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Section 1088-3 of the *Standard Specifications* and is incidental to the cost of the guardrail anchor unit.

Measurement and Payment

Measurement and payment will be made in accordance with Articles 862-6 of the *Standard Specifications*.

Payment will be made under:

Pay Item	Pay Unit
Guardrail Anchor Units, Type 350	Each

FENCE:

(3-6-06)

SP8 R86

Revise the *2006 Standard Specifications* as follows:

Page 8-54, Subarticle 866-3(A), second sentence,

Add *existing fencing* after stumps

PERFORMED SCOUR HOLE WITH LEVEL SPREADER APRON:

(10-15-02) (Rev 7-18-06)

SP8 R105

Description

Construct and maintain preformed scour holes with spreader aprons at the locations shown on the plans and in accordance with the details in the plans. Work includes excavation, shaping and maintaining the hole and apron, furnishing and placing filter fabric, rip rap (class as specified in the plans) and permanent soil reinforcement matting.

Materials

Item	Section
Plain rip rap	1042
Filter Fabric	1056

The permanent soil reinforcement matting shall be permanent erosion control reinforcement mat and shall be constructed of 100% coconut fiber stitch bonded between a heavy duty UV stabilized cusped (crimped) netting overlaid with a heavy duty UV stabilized top net. The three nettings shall be stitched together on 1.5 inch centers UV stabilized polyester thread to form a permanent three dimensional structure. The mat shall have the following physical properties:

<i>Property</i>	<i>Test Method</i>	<i>Value Unit</i>
Ground Cover	Image Analysis	93 %
Thickness	ASTM D1777	0.63 in
Mass Per Unit Area	ASTM D3776	0.92 lb/sy
Tensile Strength	ASTM D5035	480 lb/ft
Elongation	ASTM D5035	49 %
Tensile Strength	ASTM D5035	960 lb/ft
Elongation	ASTM D5035	31 %
Tensile Strength	ASTM D1682	177 lbs
Elongation	ASTM D1682	22 %
Resiliency	ASTM D1777	>80 %
UV Stability *	ASTM D4355	151 lbs
Color(Permanent Net)		UV Black
Porosity (Permanent Net)	Calculated	>95 %
Minimum Filament Diameter (permanent net)	Measured	0.03 in

*ASTM D1682 Tensile Strength and % strength retention of material after 1000 hours of exposure in a Xenon-arc weatherometer.

A certification (Type 1, 2, or 3) from the manufacturer showing:

- (A) the chemical and physical properties of the mat used, and
- (B) conformance of the mat with this specification will be required.

Soil Preparation

All areas to be protected with the mat shall be brought to final grade and seeded in accordance with Section 1660. The surface of the soil shall be smooth, firm, stable and free of rocks, clods, roots or other obstructions that would prevent the mat from lying in direct contact with the soil surface. Areas where the mat is to be placed will not need to be mulched.

Measurement and Payment

Performed Scour Holes with Level Spreader Aprons will be measured and paid for shall be the actual number that has been incorporated into the completed and accepted work. Such price and payment will be full compensation for all work covered by this provision.

Payment will be made under:

Pay Item	Pay Unit
Preformed Scour Hole with Level Spreader Aprons	Each

STEEL U-CHANNEL POSTS:

(7-18-06)

SP9 R02

Amend the *2006 Standard Specifications* as follows:

Page 9-15 Subarticle 903-3(D) first paragraph, last sentence, delete the last sentence and add the following:

Use posts of sufficient length to permit the appropriate sign mounting height. Spliced posts are not permitted on new construction.

SHIPPING SIGNS:

5-15-07

SP9R03

Revise the *2006 Standard Specifications* as follows:

Page 9-2, Section 901-3(A), General, add the following as the 7th paragraph:

Ship all multi-panel signs to the project intact, completely assembled and ready to be hung. Fabricate signs taller than 12 ft as 2 separate signs with a horizontal splice, ready to be spliced and hung. No assembly other than a horizontal splice will be permitted.

AGGREGATE PRODUCTION:

(11-20-01)

SP10 R05

Provide aggregate from a producer who uses the current Aggregate Quality Control/Quality Assurance Program that is in effect at the time of shipment.

No price adjustment is allowed to contractors or producers who use the program. Participation in the program does not relieve the producer of the responsibility of complying with all requirements of the *Standard Specifications*. Copies of this procedure are available upon request from the Materials and Test Unit.

CONCRETE BRICK AND BLOCK PRODUCTION:

(11-20-01)

SP10 R10

Provide concrete brick and block from a producer who uses the current Solid Concrete Masonry Brick/Unit Quality Control/Quality Assurance Program that is in effect on the date that material is received on the project.

No price adjustment is allowed to contractors or producers who use the program. Participation in the program does not relieve the producer of the responsibility of complying with all requirements of the *Standard Specifications*. Copies of this procedure are available upon request from the Materials and Test Unit.

PORTLAND CEMENT CONCRETE (Alkali-Silica Reaction):

2-20-07

SP10 R16

Revise the *2006 Standard Specifications* as follows:

Article 1024-1(A), replace the 2nd paragraph with the following:

Certain combinations of cement and aggregate exhibit an adverse alkali-silica reaction. The alkalinity of any cement, expressed as sodium-oxide equivalent, shall not exceed 1.0 percent. For mix designs that contain non-reactive aggregates and cement with an alkali content less than 0.6%, straight cement or a combination of cement and fly ash, cement and ground granulated blast furnace slag or cement and microsilica may be used. The pozzolan quantity shall not exceed the amount shown in Table 1024-1. For mixes that contain cement with an alkali content between 0.6% and 1.0%, and for mixes that contain a reactive aggregate documented by the Department, regardless of the alkali content of the cement, use a pozzolan in the amount shown in Table 1024-1.

Obtain the list of reactive aggregates documented by the Department at:<http://www.ncdot.org/doh/operations/materials/pdf/quarryasrprob.pdf>

Table 1024-1	
Pozzolans for Use in Portland Cement Concrete	
<i>Pozzolan</i>	<i>Rate</i>
Class F Fly Ash	20% by weight of required cement content, with 1.2 lbs Class F fly ash per lb of cement replaced
Ground Granulated Blast Furnace Slag	35%-50% by weight of required cement content with 1 lb slag per lb of cement replaced
Microsilica	4%-8% by weight of required cement content, with 1 lb microsilica per lb of cement replaced

GLASS BEADS:

(7-18-06)

SP10 R35

Revise the *Standard Specifications* as follows:

Page 10-223, 1087-4(C) Gradation & Roundness

Replace the second sentence of the first paragraph with the following:

All Drop-On and Intermixed Glass Beads shall be tested in accordance with ASTM D1155.

Delete the last paragraph.

ENGINEERING FABRICS TABLE 1056-1:

(7-18-06)

SP10 R40

Revise the *Standard Specifications* as follows:

Page 10-100, Table 1056-1, replace the values for Trapezoidal Tear Strength with the following:

Physical Property	ASTM Test Method	Type 1	Type 2	Type 3		Type 4
				Class A	Class B	
Typical Applications		Shoulder Drain	Under Riprap	Temporary Silt Fence		Soil Stabilization
Trapezoidal Tear Strength	D4533	45 lb	75 lb	--	--	75 lb

PORTABLE CONCRETE BARRIER

(2-20-07)

SP10 R50

The *2006 Standard Specifications* is revised as follows:

Page 10-245, Article 1090-1(A) General, add the following after the first sentence:

The requirement for approved galvanized connectors will be waived if the barrier remains the property of the Contractor.

TEMPORARY SHORING FOR MAINTENANCE OF TRAFFIC:

(1-15-02) (Rev.7-18-06)

SP11 R01

Description

Furnish, install, and remove sheeting, shoring, and bracing necessary to maintain traffic at locations shown on the plans, and other locations determined during construction. Shoring required to maintain traffic is defined as shoring necessary to provide lateral support to the side of an excavation or embankment parallel to an open travelway when a theoretical 2:1 or steeper slope from the bottom of the excavation or embankment intersects the existing ground line closer than 5 feet from the edge of pavement of the open travelway. The Contractor has option of submitting their own shoring design or using the standard shoring design, unless otherwise noted in the plans.

Materials

Sheet piling shall be hot rolled and conform to the requirements of ASTM A328.

Steel piles shall conform to the requirements of ASTM A36.

Timber and lumber shall conform to the requirements of Article 1082-3 in *Standard Specifications*.

Include all materials proposed for use in temporary shoring in the shoring design submittal described below.

Provide a Type 7 Contractor's Certification for all shoring materials used.

Contractor Shoring Design

Submit shoring design for review and approval by the Engineer prior to beginning construction.

Submit calculations and detail drawings in accordance with Article 400-3 of the *Standard Specifications*.

Design all temporary shoring in accordance with the latest edition of AASHTO's *Guide Design Specifications for Bridge Temporary Works*.

If temporary concrete barrier is to be located within 3 feet of the top of the shoring, measured to the back face of the barrier, design the temporary shoring to resist the lateral movement of the barrier when struck by a vehicle and extend the shoring out of the ground at least to the top elevation of the temporary concrete barrier. Design the temporary shoring to resist an impact load of 2 kips/foot applied at one and half feet above ground.

Standard Shoring Design

Select the appropriate shoring design from the *Standard Temporary Shoring for Maintenance of Traffic* detail drawing as shown in the plans.

Submit a *Standard Shoring Selection Form* to the Engineer a minimum of 14 days prior to beginning construction of shoring.

Forms are located at website:

<http://www.ncdot.org/doh/preconstruct/highway/geotech/formprovdet/>

Criteria for the Standard Shoring Designs

Maximum height of shoring excavation is 11 feet.

Groundwater table is not above bottom of shoring excavation.

Traffic surcharge equal to 240 psf

Soldier pile spacing is 6 feet.

Soldier pile embedment depths are for driven piles.

Timber lagging shall have minimum thickness of 3 inches

Timber shall have a minimum allowable bending stress of 1000 psi.

If conditions at the shoring location do not meet the criteria of the standard shoring design as shown above and in the plans, the Contractor shall submit a shoring design to the Engineer for approval.

Construction Methods

Install and interlock steel sheet piles to a tolerance of not more than 3/8 inch per foot from vertical.

If soldier piles are used, then install piles to a tolerance of not more than 1/4 inch per foot from vertical.

If soldier piles are to be installed in drilled holes, set piles in drilled holes and fill the holes as soon as practical after installing the piles.

Excavate or auger the soil and rock in 2 foot diameter holes to the required embedment depth as shown on the approved design. Maintain holes, if required, by casing or other means. Set soldier piles to bottom of the hole prior to backfilling. Backfill holes with Class A concrete to the bottom of excavation. Fill remainder of hole with a lean sand-grout mixture to the ground surface. Remove mixture as necessary to install timber lagging.

Use timber lagging with a minimum 3 inch thickness perpendicular to the pile flange. Install timber lagging with a minimum bearing distance of 3 inches on each pile flange. Backfill voids behind lagging with granular material or compacted excavated material to the satisfaction of the Engineer.

Backfill and compact fill for shoring excavation prior to removal of shoring.

If the design embedment depth is not achieved, then notify the Engineer immediately.

Measurement and Payment

Temporary Shoring will be measured and paid for as the actual number of square feet of exposed face of the shoring measured from the bottom of the shoring excavation or embankment to the top of the shoring, with the upper limit for pay purposes not to exceed 1 foot above the retained ground elevation.

Temporary Shoring - Barrier Supported will be measured and paid for will as the actual number of square feet of exposed face of the shoring measured from the bottom of the excavation or embankment to the top of the shoring, with the upper limit for pay purposes not to exceed 1 foot above the retained ground elevation. Payment for temporary shoring will be made only at locations where it is required in order to maintain traffic.

Such payment will include, but not limited to boring, furnishing all labor, tools, equipment, and all incidentals necessary to install shoring and complete the work. Trench boxes are not considered temporary shoring for the maintenance of traffic and will not be paid for under this special provision.

Payment will be made under:

Pay Item	Pay Unit
Temporary Shoring	Square Feet
Temporary Shoring - Barrier Supported	Square Feet

PAVEMENT MARKING LINES MEASUREMENT AND PAYMENT:

(11-21-06)

SP 12 R01

Revise the *2006 Standard Specifications* as follows:

Page 12-14, Subarticle 1205-10, delete the first sentence of the first paragraph and replace with the following:

Pavement Marking Lines will be measured and paid for as the actual number of linear feet of pavement marking lines per application that has been satisfactorily placed and accepted by the Engineer.