PROJECT SPECIAL PROVISIONS

General 7-1-95
RG01

CONTRACT TIME AND LIQUIDATED DAMAGES: 7-1-95

The date of availability for this contract is March 15, 2006.

The completion date for this contract is December 1, 2006.

The observation period for the thermoplastic pavement markings is not a part of the work to be completed by the completion date for this contract as stated above. Warrant the observation period by the payment and performance bond.

The liquidated damages for this contract are Five Hundred Dollars ($500.00) per calendar day.
RG06

PROSECUTION OF WORK: 7-1-95

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

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of $500.00 will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work on time.
RG09

SAFETY INDEX RATING: 6-18-02

Revise the 2002 Standard Specifications as follows:

Page 1-10, Article 102-2

Before the last paragraph on this page, add the following paragraph:

"All subcontractors performing work for the Department shall have received a passing grade on the Safety Index Rating form, in accordance with Article 102-2, prior to beginning work. Subcontractors can request the Safety Index Rating form from the State Contractual Services Engineer."
RG11

RAILROAD GRADE CROSSING: **7-1-95**

The Contractor's attention is directed to the fact that should the use of slow moving or stopped equipment be required at railroad grade crossings, notify the railroad's local representative of their anticipated time of work at the grade crossing at least 48 hours prior to performing work in that grade crossing location.

RG12

MAJOR CONTRACT ITEMS: **2-19-02C**

The following listed items are the major contract items for this contract (See Articles 101-54 and 104-5 of the Standard Specifications):

Item #	Description
3	Asphalt Concrete Base Course, Type B25.0B
4	Asphalt Concrete Intermediate Course, Type I19.0B
5	Asphalt Concrete Surface Course, Type S9.5B

RG15

SPECIALTY ITEMS: **7-1-95**

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

Line #	Description
9 thru 12	Thermoplastic Pavement Markings
13	Pavement Markers

RG18

SCHEDULE OF ESTIMATED COMPLETION PROGRESS: **07-20-04**

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 (Dollar Value)
2006 (07/01/05 – 06/30/06)	55% of Total Amount Bid
2007 (07/01/06 – 06/30/07)	45% 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.

RG33

ELECTRONIC BIDDING: **03-16-04$_R$**

Page 1-2, Article 101-11

Delete this article and replace with the following:

Bid (Or Proposal): The electronic offer of a Bidder via Bid Express™ to the Department to perform the work and to furnish the labor and materials at the prices quoted.

Page 1-3, Article 101-20, **Contract**

Add after the second paragraph of this article.

All references to contracts shall include electronic agreements and printed paper agreements. These may include but not be limited to the electronic bid bond, non-collusion statement, debarment certification, and award limits.

Page 1-6, Article 101-64 **Proposal Form**

Delete this article and replace with the following:

Proposal or Proposal Form: The electronic or paper form provided by the Department that the Bidder uses to develop his electronic offer to perform the work at designated bid prices.

Page 1-14, Article 102-9

Delete Article 102-9 in its entirety and replace with the following:

102-9 ELECTRONIC BIDDING.

The Bidder shall submit bids electronically using the following guidelines:

1. The prequalified Bidder shall have a fully executed *Non-Collusion Affidavit and Debarment Certification* on file in the Contract Office prior to submitting his bid. If the Bidder cannot provide the debarment certification required, he shall provide an explanation as shown in the certification. The explanation will not necessarily result in denial of participation in a contract. Non-collusion and debarment certification forms shall be downloaded at http://www.NCDOT.org/business. Forms shall be executed in accordance with Section 102-8. The affidavit and certification shall be received in the Contract Office by 5 p.m. the last business day before the bid letting. The Contract Office address is shown at the end of this provision.

   If the prequalified Bidder's *status* changes, he shall immediately submit a new fully executed non-collusion affidavit and debarment certification with an explanation of the change.

   Failure to have a fully executed non-collusion affidavit and debarment certification on file in the Contract Office prior to placing bids will cause those bids to be non-responsive.

2. Obtain on-line bidding information from Bid Express™ at www.bidx.com (Note: Obtain an account and valid Digital Signature from Bid Express™ in order to bid electronically).

3. An electronic corporate surety bid bond for at least 5% of the total amount bid shall accompany each electronic bid, or the Contractor may submit a certified check or cashier's check in lieu of an electronic bid bond. The certified check or cashier's check shall be for at least 5% of the total amount bid and shall be received by 5 p.m. the last business day before the bid letting and shall be delivered to the address shown at the end of this provision.

   Contact either or both of the following bond management companies in order to acquire the necessary service to submit an electronic bid bond.

   a. Surety 2000 (www.surety2000.com)
   b. Surepath (www.insurevision.com)

4. Debarment Certification – The Bidder shall provide a debarment certification in the electronic bid submittal. If a Bidder cannot provide the debarment certification required, he shall provide an explanation in the Bid Express ™ miscellaneous folder within the .ebs file. The explanation will not necessarily result in denial of participation in a contract. Failure to furnish a certification or an explanation will be grounds for rejection of a bid.

5. Zero (0) is considered a valid bid. Do Not enter zero (0) in any unit price field unless zero (0) is the intended bid for that item.

6. Include all addenda in the submitted electronic bid. Bid Express™ will not accept a bid which does not contain all addenda. Section 103-2 (Correction of Bid Errors) will not apply to On-Line Electronic Bidding. All addenda and attachments will be considered part of the bid.

7. The electronic bid may be changed and resubmitted as many times as desired prior to the advertised bid opening time specified in the Invitation to Bid. The latest time stamped electronically submitted bid prior to the advertised bid opening time will constitute the Bid.

8. The provisions of Section 102-8 will apply to the preparation of bids except that the bid shall be submitted via Bid Express™ On-Line Bid Submission.

9. All bids shall be submitted with an electronically affixed digital signature. For the purpose of this provision, affixing a digital ID to the bid shall be the equivalent of signing before a notary public and placing in force the non-collusion affidavit and debarment certification on file with the Department.

10. By submitting an electronic bid, the Bidder certifies that he has read, understands, accepts, acknowledges and agrees to comply with all statements, conditions and Specifications in the electronic bid submittal.

11. Bids will be decrypted, opened, printed to paper and read publicly at the time and place specified in the invitation to bid.

12. The successful Bidder if award be made shall submit a fully executed *Execution of Contract, Non-Collusion Affidavit and Debarment Certification* signature sheet, and payment and performance bonds within 14 calendar days of receipt of award letter.

13. The Department will not be responsible if a Bidder cannot submit his bid to Bid Express™ and claims will not be accepted for this. In the event of technical difficulties, the Department reserves the right to postpone the reading of bids for up to 4 hours past the advertised bid opening time.

14. The pre-bid *Non-Collusion Affidavit, Debarment Certification signature* sheet, *Execution of Contract, Non-Collusion Affidavit, Debarment Certification* signature sheet, certified check or cashier's check in lieu of electronic bid bond, payment and performance bonds shall be delivered to the Contract Office at the address shown herein:

Physical Address
State Contract Officer
Project Services Unit
Century Center Bldg. B
1020 Birch Ridge Drive
Raleigh, NC 27610

Mailing Address:
State Contract Officer
NC Department of Transportation
Contracts and Proposals
1591 Mail Service Center
Raleigh, NC 27699-1591

RG34

MINORITY AND WOMEN BUSINESS: **7-17-01$_R$**

POLICY

It is the policy of the North Carolina Department of Transportation that minority and women businesses shall have the maximum opportunity to participate in the performance of contracts financed by Non-Federal Funds.

The Contractor is also encouraged to give every opportunity to allow MB/WB participation in Supplemental Agreements.

OBLIGATION

The Contractor and any subsequent Subcontractor shall ensure that minority and women businesses have the maximum opportunity to participate in the performance of the work included in this contract. The Contractor and any subsequent Subcontractor shall take all necessary and reasonable steps to ensure that minority and women businesses have the maximum opportunity to compete for and perform a portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. Failure on the part of the Contractor to carry out the requirements set forth herein shall constitute a breach of contract and after proper notification, may result in award disqualification, termination of the contract, disqualification from bidding, or other appropriate remedy.

GOALS 6

Pursuant to the requirements of North Carolina General Statute 136-28.4, the following goals for participation are established for this contract:

Minority Business Enterprises 5 %
Women Business Enterprises 5 %

The Contractor shall exercise all necessary and reasonable steps to ensure that Minority Businesses (MB) and Women Businesses (WB) participate in at least the percents of the contract as set forth above as goals for this contract.

LISTING OF MB AND WB SUBCONTRACTORS

All bidders, at the time the bid proposal is submitted, must also submit a listing of MB and WB participation on the appropriate form (or facsimile thereof) contained elsewhere in this proposal in order for the bid to be considered responsive. Bidders must indicate the total dollar value of MB and WB participation of the contract. In the event the bidder has no MB and WB participation, he is still required to indicate this on the forms by entering the word or number zero. Blank forms will not be deemed to represent zero participation. BIDS SUBMITTED WHICH DO NOT HAVE MB AND WB PARTICIPATION INDICATED ON THE APPROPRIATE FORM WILL NOT BE READ PUBLICLY DURING THE OPENING OF BIDS. These bids will not be considered for award by the Department and they will be returned to the bidder. Bidders have the option of submitting their MB and WB participation in an abbreviated format as required in Paragraph A below, or the bidders may submit their MB and WB participation in the additional detail required by Paragraph B below. In the event the bidder elects to submit MB and WB participation in accordance with Paragraph A and is determined to be the apparent lowest responsive bidder, that bidder must deliver to the Department no later than 12:00 noon of the sixth day following the opening of bids, a detailed MB and WB submittal as required by Paragraph B below.

Only those MB and WB firms with current certification by the Department will be considered acceptable for listing in the bidders submittal of MB and WB participation.

A. The contractor shall indicate on the form for listing of MB and WB Subcontractors the following required information:

REQUIRED INFORMATION

(1) The names of MB and WB firms committed to participate in the contract;

(2) The Contract Item Numbers of work to be performed by each MB and WB firm; and

(3) The total dollar amount to be paid to each MB and WB 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. In lieu of submitting the information required by (A) above, the bidder may submit the detailed information required below along with the bid proposal form.

REQUIRED INFORMATION

(1) The names of MB and WB firms committed to participate in the contract;

(2) The Contract Item Numbers and Contract Item Descriptions and agreed upon unit prices of work to be performed by each MB and WB firm; and

(3) The total dollar amount to be paid to each MB and WB 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 Department will not allow any substitutions, deletions, or other alterations to the listing of firms committed for MB and WB participation and/or the respective listed contract item numbers after opening of bids. The Department will not allow adjustments to total dollar amount of MB and/or WB participation after the opening of bids which would result in the MB and/or WB participation being less than the contract goal. The only exceptions to the requirements of this paragraph will be: (1) to allow for replacement of a MB or WB firm that had been decertified after opening of bids, and (2) to allow alteration of the listed contract item numbers subject to the Bidder submitting sufficient documentation to verify an obvious error in the initial submittal.

C. If the bid of the lowest responsive bidder exceeds $500,000 and if the MB and/or WB participation submitted in response to Paragraph B exceeds the algebraic sum of the MB and WB goals by $1000 or more, the excess will be placed on deposit by the Department for future use by the bidder. Separate accounts will be maintained for MB and WB participation and these may accumulate for a period not to exceed 24 months.

If the MB and WB participation submitted in response to Paragraph A/B does not meet or exceed the MB and WB contract goals, the apparent lowest responsive bidder must submit information to satisfy the North Carolina Department of Transportation that sufficient reasonable efforts have been made to meet the contract goals. One complete set and nine (9) copies of this information must be received in the office of the State Contractual Services 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 sample representative letter along with a distribution list of the firms being solicited. Documentation of MB and WB 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.

Where the bidder fails to provide this information by the deadline, the Department may impose 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; and (2) disqualify the Contractor and any affiliated companies for award of all contracts for which bids have been received and opened.

The following factors are what the Department will consider in judging whether or not 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 MBs and WBs of subcontracting opportunities;

(2) Whether the bidder provided written notice to a reasonable number of specific MBs and WBs that their interest in the contract is being solicited and whether the firms solicited could have reasonably been expected to quote the work in the contract;

(3) Whether the bidder followed up on initial solicitations of interests by contacting MBs and WBs to determine with certainty whether they were interested;

(4) Whether the bidder selected portions of the work to be performed by MBs and WBs in order to increase the likelihood of meeting the contract goals;

(5) Whether the bidder provided interested MBs and WBs with adequate information about the plans, specifications and requirements of the contract;

(6) Whether the bidder negotiated in good faith with interested MBs and WBs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities;

(7) Whether quotations were received from interested MB and WB firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable;

(8) Whether the bidder made efforts to assist interested MBs and WBs in obtaining any required insurance or bonding that may be required by the bid proposal or by the bidder;

(9) Whether the bidder specifically negotiated with Subcontractors to assume part of the responsibility to meet the contract MB and WB goal when the work to be sublet includes potential for MB and WB participation.

In the event one bidder is the apparent low bidder on two non-federally funded projects 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 MB participation on the two projects so long as the overall MB goal value of both projects is achieved.

In the event one bidder is the apparent low bidder on two non-federally funded projects 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 WB participation on the two projects so long as the overall WB goal value of both projects is achieved.

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

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

Where the apparent lowest responsive bidder fails to submit sufficient participation by MB and WB 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 Department may reject the bid.

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 can satisfy the Department that the contract goal can be met or that adequate good faith efforts have been made to meet the goal.

DIRECTORY OF CERTIFIED BUSINESSES

Included with this Proposal Form is a list of Businesses which have been certified by the North Carolina Department of Transportation. Only those MB firms with current certification may be used to meet the contract MB goal. Only those firms with current certification may be used to meet the contract WB goal.

The listing of an individual firm certified by the Department shall not be construed as an endorsement of the firms capability to perform certain work.

REPLACEMENT OF MBs AND WBs

(A) Performance Related

If any MB or WB Subcontractor indicated on the form for listing of MB and WB Subcontractors, contained elsewhere in this proposal form, does not perform satisfactorily to the extent indicated or anticipated, the Contractor shall take all necessary, reasonable steps to replace the MB Subcontractor with another MB Subcontractor and/or the Contractor shall take all necessary, reasonable steps to replace the WB Subcontractor with another WB Subcontractor.

Any substitution of MB or WB firms after award of the contract shall be approved by the Department. The Contractor shall submit any requests for substitutions through the Resident Engineer and the request must provide a valid basis or reason for the proposed substitution.

To demonstrate necessary, reasonable efforts, the Contractor shall document the steps he has taken to replace any MB or WB Subcontractor that is unable to perform successfully with another MB or WB Subcontractor. Such documentation shall include but not be limited to the following:

(a) Copies of written notification to MBs/WBs that their interest is solicited in subcontracting the work defaulted by the previous MB or WB Subcontractor or in subcontracting other items of work in the contract.

(b) Efforts to negotiate with MBs and WBs for specific subbids including at a minimum:

(1) The names, addresses, and telephone numbers of MBs and WBs that were contacted;

(2) A description of the information provided to MBs and WBs regarding the plans and specifications for portions of the work to be performed; and

(3) A statement of why additional agreements with MBs and WBs were not reached.

(c) For each MB or WB contacted but rejected as unqualified, the reasons for the Contractors conclusion.

(d) Efforts made to assist the MBs and WBs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

Failure of the Contractor to demonstrate reasonable efforts to replace a MB or WB firm that does not perform as intended or anticipated, shall be just cause to disqualify the Contractor from further bidding for a period of up to 6 months after notification by certified mail.

(B) Decertification

1. If the Department has approved a Request for Subcontract for a particular MB or WB Subcontractor and that MB or WB Subcontractor is subsequently decertified by the Department; then the Department will not require the Prime Contractor to solicit replacement MB or WB participation equal to the remaining work to be performed by the decertified firm.

2. If a Prime Contractor has listed a MB or WB firm in his low bid submittal and the MB or WB firm is decertified prior to the Department approving a Request for Subcontract for the named MB or WB firm, the Prime Contractor may be required to make a good faith effort to:

(a) Replace the decertified firm with a certified firm, or

(b) To obtain replacement MB or WB participation in other areas of work.

DEFINITIONS

For purposes of this provision, the following definition will apply:

Minority Business or MB means a small business concern, which is owned and controlled by one or more minorities. Except that such term shall not include any concern or group of concerns controlled by the same minority or minorities which has average annual gross receipts over the preceding 3 fiscal years in excess of $14,000,000, as adjusted by the Department for inflation. For the purposes of this part, owned and controlled means a business:

(a) Which is at least 51 percent owned by one or more minorities or in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities; and

(b) Whose management and daily business operations are controlled by one or more such individuals.

Minority is defined as a citizen or lawful permanent resident of the United States and who is:

(1) Black (a person having origins in any of the black racial groups of Africa);

(2) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(3) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands);

(4) American Indian

Women Business or WB means a small business concern, which is owned and controlled by one or more women. Except that such term shall not include any concern or group of concerns controlled by the same woman or women which has average annual gross receipts over the preceding 3 fiscal years in excess of $14,000,000, as adjusted by the Department for inflation. For the purposes of this part, owned and controlled means a business:

(a) Which is at least 51 percent owned by one or more women or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(b) Whose management and daily business operations are controlled by one or more of the women who own it.

COUNTING MB/WB PARTICIPATION TOWARD MEETING THE MB/WB GOAL

(1) If a firm is determined to be an eligible MB or WB firm and certified by the Department, the total dollar value of the participation by the MB or WB will be counted toward the appropriate MB or WB goal. The total dollar value of participation by a certified MB or WB will be based upon unit prices agreed upon by the Prime Contractor and MB or WB Subcontractor.

(2) The Contractor may count toward its MB or WB goal a portion of the total dollar value of participation with a joint venture, eligible under the standards of this provision, equal to the percentage of the ownership and controls of the MB or WB partner in the joint venture.

(3) (a) The Contractor may count toward its MB or WB goal only expenditures to MBs or WBs that perform a commercially useful function in the work of a contract. A MB or WB 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 MB or WB is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, and other relevant factors.

(b) Consistent with normal industry practices, a MB or WB may enter into subcontracts. If a MB or WB 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 MB or WB shall be presumed not to be performing a commercially useful function. The MB or WB may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption shall be final.

(4) A Contractor may count toward its MB or WB goal 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from MB or WB regular dealer and 100 percent of such expenditures to a MB or WB manufacturer.

(a) For purposes of this provision, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

(b) For purposes of this provision, a regular dealer is 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. To be a regular dealer, the firm must engage in, as its principal business and in its own name, the purchase and sale 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 shall not be regarded as manufacturers or regular dealers within the meaning or this section.

(5) A contractor may count toward its MB or WB goal the following expenditures to MB or WB firms that are not manufacturers or regular dealers:

(a) The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(b) The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(c) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.

REPORTS

Within 30 days after receipt of materials, supplies, or services from MBs or WBs, not otherwise documented by Request for Subcontracts (RS-1A/RS-1B), the Contractor shall furnish to the Engineer appropriate documentation (canceled checks, paid invoices, etc.) to verify expenditures with MB and WB concerns. The documentation should also indicate the percentage (60% or 100%) of expenditures claimed for MB or WB credit.

All requests for subcontracts involving MB or WB Subcontractors shall be accompanied by a certification executed by both the Prime Contractor and the MB or WB Subcontractor attesting to the agreed upon unit prices and extensions for the affected contract items. This document shall be on the Department's Form RS-1-D, or in lieu of using the Department's Form, copies of the actual executed agreement between the Prime Contractor and the MB or WB Subcontractor may be submitted. In any event, the Department reserves the right to require copies of actual subcontract agreements involving MB and WB Subcontractors.

The RS-1-D certification forms may be obtained from the Department's Resident Engineer.

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

REPORTING MINORITY BUSINESS ENTERPRISE OR WOMEN BUSINESS ENTERPRISE PARTICIPATION

When payments are made to Minority Business Enterprise firms or Women Business Enterprise firms, including material suppliers, contractors at all levels (prime, subcontractor, or second tier subcontractor) shall provide the Engineer with an accounting of said payments. This accounting shall be furnished 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 accounting shall list for each payment made to a MB/WB Enterprise firm the following:

DOT Project Number
Payee Contractor Name
Receiving Contractor or Material Supplier
MB/WB Certification Basis, e.g., Woman Owned, Native American, African American, etc.
Amount of Payment
Date of Payment

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. A copy of an acceptable report may be obtained from the Engineer.

RG42

FUEL PRICE ADJUSTMENT: **11-15-05**

Revise the 2002 *Standard Specifications* as follows:

Page 1-71 Subarticle 109-8, delete this subarticle and replace with the following:

Fuel price adjustments will be made to the payments due the Contractor for contract items specified in the contract, or for extra work items specified in the supplemental agreement, when the average terminal price has fluctuated from the Base Index Price contained in the contract.

The base index price for DIESEL #2 FUEL is $1.9979 per gallon.

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

Line #	Description	Units	Fuel Usage Factor Diesel
3	Asphalt Concrete Base Course, Type B25.0 B	Gal/Ton	2.90
4	Asphalt Concrete Intermediate Course, Type I19.0 B	Gal/Ton	2.90
5	Asphalt Concrete Surface Course, Type S9.5 B	Gal/Ton	2.90

The average terminal price is the average of the F.O.B. price for diesel fuel at the terminals in Charlotte, Wilmington and Selma, North Carolina. When the average terminal price fluctuates upward or downward from the Base Index Price, an amount will be added to or deducted from the monies due the Contractor as follows.

The current quantity for the specified contract items for which partial payment is made will be multiplied by the respective Diesel Fuel Usage Factor contained in the contract to determine the theoretical diesel fuel usage for each specified contract item. The sum of the theoretical diesel fuel usage for all specified contract items will be multiplied by the algebraic difference between the average F.O.B. price for diesel fuel at the above specified terminals and the Base Index Price contained in the contract to determine the fuel price adjustment to be made on the partial payment estimate.

The following formula will be used to calculate the appropriate payment or credit on the estimate.

$$S = (A - B)(\Sigma QF)$$

Where:

S	=	Fuel Price Adjustment for partial payment
B	=	Base Index Price
A	=	Average terminal price
Q	=	Partial payment quantity for contract item
F	=	Fuel factor for contract item

The average terminal price in effect on the first day of the month in which the partial payment period ends will be used to make payment adjustments for fuel whether or not more than one price fluctuation has occurred within a single partial payment period.

The Engineer's estimate of quantities for contract items measured by cross sections shall be utilized on the various partial payment estimates to determine fuel price adjustments. When the Engineer determines after payment for all or a portion of such contract item that is subject to a fuel price adjustment that the total quantity of work paid to date shall be adjusted to reflect more accurate quantity determinations, the Engineer will make a pro rata increase or decrease in the fuel price adjustment proportionate to the adjustment in the total quantity of work paid. The prorated fuel price adjustment for the contract item will be determined by multiplying the cumulative fuel price adjustment made for that contract item for the previous estimate period(s) by the adjusted quantity for that contract item and divided by the total quantity of work paid for the previous estimates for the contract item. Payment for the prorated fuel price adjustment will be made accordingly on the partial payment estimate that includes the adjustment in the quantity of work .

RG43

PROMPT PAYMENT: **6-19-01C**

Prompt Payment of Monies Due Subcontractors, Second Tier Subcontractors and Material Suppliers and Release of Retainage

Contractors at all levels; prime, subcontractor, or second tier subcontractor, shall within seven calendar days of receipt of monies, resulting from work performed on the project or services rendered, pay subcontractors, second tier subcontractors, or material suppliers as appropriate. This seven-day period begins upon knowledgeable receipt by the contracting firm obligated to make subsequent periodic or final payment. These prompt payment requirements will be met if each firm mails the payment to the next level firm by evidence of postmark within the seven-day period.

This provision for prompt payment shall be incorporated into each subcontract or second tier subcontract issued for work performed on the project or for services provided. If any retainage is held on subcontractors, all retainage shall be released within seven calendar days of release by the Department.

Failure of any entity to make prompt payment as defined herein may result in (1) withholding of money due to that entity in the next partial payment until such assurances are made satisfactory to this provision; or (2) removal of an approved contractor from the prequalified bidders list or the removal of other entities from the approved subcontractors list.

RG51

PARTIAL PAYMENTS **1-01-02**

The 2002 Standard Specifications are revised as follows:

Page 1-69, Subarticle 109-4(A)

In the first line of the third paragraph change the amount of "$200,000.00"to read "$500,000.00". RG54

DOMESTIC STEEL AND IRON PRODUCTS: **7-1-95**

All steel and iron products which are permanently incorporated into this project shall be produced in the United States except minimal amounts of foreign steel and iron products may be used provided the combined project cost of the bid items involved does not exceed one-tenth of one percent (0.1 percent) of the total amount bid for the entire project or $2,500.00, whichever is greater. This minimal amount of foreign produced steel and iron products permitted for use by this Special Provision is not applicable to fasteners. Domestically produced fasteners are required for this project.

All steel and iron products furnished as "domestic products" shall be melted, cast, formed, shaped, drawn, extruded, forged, fabricated, produced, or otherwise processed and manufactured in the United States. Raw materials including pig iron and processed pelletized and reduced iron ore used in manufacturing "domestic" steel products may be imported; however, all manufacturing processes to produce the products, including coatings, must occur in the United States.

Before each steel or iron product is incorporated into this project or included for partial payment on a monthly estimate, the Contractor shall furnish the Resident Engineer a notarized certification certifying that the product conforms to the above requirements of this Special Provision. The Resident Engineer will forward a copy of each certification to the Materials and Tests Unit.

Each purchase order issued by the Contractor or a subcontractor for steel and iron products to be permanently incorporated into this project shall contain in bold print a statement advising the supplier that all manufacturing processes to produce the steel or iron shall have occurred in the United States. The Contractor and all affected subcontractors shall maintain a separate file for steel products permanently incorporated into this project so that verification of the Contractor's efforts to purchase "domestic" steel and iron products can readily be verified by an authorized representative of the Department or the Federal Highway Administration.

RG63

RECYCLED STEEL **05-17-04**

Recycled steel shall be incorporated into this project provided it meets the following requirements:

1. Recycled steel shall meet the Department's specifications and standards.

2. Recycled steel shall be acquired competitively for a reasonable price, and within a reasonable time period.

RG65

COMPENSATION AND RECORD KEEPING **03-16-04**

Revise the *2002 Standard Specifications* as follows:

104-8 Compensation and Record Keeping

Change Article (A), subarticle 1. with the following:

In line 3 and line 6, change $15,000.00 to $25, 000.00.

RG80

PLANT AND PEST QUARANTINES: **03-18-03**
(IMPORTED FIRE ANT, GYPSY MOTH, WITCHWEED, AND OTHER NOXIOUS WEEDS)

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

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

Contact:
Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or http://www.ncagr.com/plantind/ to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include:

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

RG84

SAFETY VESTS: **6-19-01$_R$**

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel shall wear a reflective vest or outer garment conforming to the requirements of MUTCD at all times while on the project.

RG87

DIRECTOR OF CONSTRUCTION IN LIEU OF CHIEF ENGINEER **03-16-04**

Revise the 2002 Standard Specifications as follows:

Wherever the term *Chief Engineer* or *Chief Engineer of Operations* occurs in the Specifications, the actions and responsibilities referred to will be performed by the Director of Construction, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representative.

Revision to Definitions of Terms

Page 1-4, Article 101-35

101-35 ENGINEER

The Chief Engineer of Operations, and/or Director of Construction, Division of Highways, North Carolina, Department of Transportation, acting directly or through their duly authorized representative.

RG91

CONTRACTOR BORROW SOURCE **3-15-05**

Revise the *2002 Standard Specifications* as follows:

Page 2-17, Article 230-4(C) Contractor Furnished Sources, add the following;

If the Contractor proposes a borrow source, the environmental assessment shall include wetland and stream delineation extending 400 feet beyond the proposed borrow source limits.

1. If wetlands or streams are present within 400 feet of the borrow source:

   Submit a hydrologic analysis (Skaggs Method) or equivalent to determine if lateral effects will permanently impact or cause degradation to wetlands or streams. The analysis shall be performed by an environmental or hydraulics engineer with expertise in this discipline and shall consist of, but not be limited to:

   Hydric soil type
   Average profile depth to restrictive soil layer
   Effective hydraulic conductivity or permeability
   Average drainable porosity or available water capacity
   Required buffer width, including safety factor

2. If wetlands or streams are present within 400 feet and the contractor does not propose to excavate below the seasonal high water table or the water level in the adjacent stream, no documentation will be required.

3. If wetlands or streams are not present within 400 feet, no additional documentation will be required

During Department review of the proposed borrow area, the hydrologic analysis will be submitted to the U. S. Army Corps of Engineers for evaluation.

Obtain copy of Skaggs Method for Determining Lateral Effects of a Borrow Pit on Adjacent Wetlands, revised 3/15/05, from Roadside Environmental Unit web site:
http://www.doh.dot.state.nc.us/preconstruct/highway/dsn_srvc/contracts/letting.htm
Copies may also be obtained from Room 558, Transportation Building, 1 S. Wilmington Street, Raleigh, NC 27601.

RG92

OUTSOURCING OUTSIDE THE USA **09-21-04**

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

RG95

FORCE ACCOUNT WORK **10-18-05**

Revise the *Standard Specifications* as follows:

Page 1-67, Article 109-3, delete this article and replace with the following:

All force account work shall be performed as directed by the Engineer including the numbers and types of equipment, the numbers and classifications of labor and foremen, and material requirements.

All work to be paid for on a force account basis will be paid for in the following manner:

(A) **Labor** For all authorized labor and foremen in direct charge of the specific operations, the Contractor will receive the rate of base (actual) wages (or scale) actually being paid by the Contractor for each hour that the labor and foremen are actually engaged in the specific force account work.

In addition to reimbursement for each hour that the labor and foremen are actually engaged in the specific force account work, the Contractor may receive compensation for travel time to and from the project if and only if the labor and foremen needed are outside a 75 mile radius as included in Section 109-3(B). The base location will be established and approved by the Engineer prior to performing the specific force account work. If the approved labor and foremen travel to another project upon completion of the specific force account work, payment for travel time may not exceed the travel time that would have been required to return to the point of origin in accordance with Section 109-3(B). When travel time is approved by the Engineer, it shall be included in the total hours approved and worked for that specific week. The Engineer will approve the mode of travel.

Prior to beginning the specific force account work, the Contractor shall submit in writing for the Engineer's approval a list of all wage rates applicable to the work. Approval will not be granted where these wage rates are not actually representative of wages being paid elsewhere on the project for comparable classes of labor performing similar work.

Payment for overtime will be allowed when approved by the Engineer prior to performing the specific force account work. Overtime for labor and foremen will be paid based on the company's policy for overtime payment. Verification of such payment will be tracked by submission of weekly payrolls as required on federal projects and as requested on all other projects. Failure to submit payrolls as required or requested shall act as a bar to the Contractor for payment of overtime for labor and foremen. If the labor or foremen is employed partly on specific force account work and partly on other work, the amount of overtime to be reimbursed will be prorated based upon the number of hours worked on the specific force account work during the payroll period.

An additive amount equal to the Contractor's actual labor burden rate, up to a maximum of 60 percent, will be paid to the Contractor for all base (actual) wages paid to labor and foremen for the specific force account work. No additive will be provided for overtime payments. The labor burden rate(s) will include costs associated with the employee's actual base wages benefits, including FICA, unemployment contributions, Social Security and Medicare taxes and company fringe benefits. Company fringe benefits are the actual costs paid to, or on behalf of, workmen by reason of health and welfare benefits, pension fund benefits, or other benefits, when such amounts are required by prevailing wage laws generally applicable to the classes of labor employed on the work. The Contractor's actual labor burden rate(s) shall be submitted to and approved by the Engineer prior to beginning the work. When the Contractor cannot verify actual labor burden rate(s), an amount equal to 35 percent of the total base (actual) wage paid for labor and foremen will be added to the total base wages paid to the Contractor. These percentage additives will be full compensation for overhead, benefits, contingencies, and all other costs associated with labor for the specific force account work.

(B) **Subsistence and Travel Allowances** The Contractor may receive payment for actual costs paid to, or on behalf of, labor and foremen by reason of subsistence and travel allowances under certain circumstances. When the Contractor is required to mobilize a crew for specific operations, the Engineer may approve reimbursement of subsistence, including meals and overnight lodging, if the specific force account work is determined to be outside of the scope of the original contract and the distance from the Contractor's base location to the project is more than 75 miles. Should the Contractor utilize forces currently working at the location of the specific force account work, the Engineer may approve the payment of subsistence, including meals and overnight lodging, if the work is determined to be outside of the scope of the original contract, the forces currently working at the location have routinely stayed overnight during the life of the project, and the distance from the Contractor's base location to the project is more than 75 miles.

The Engineer will approve the mode of travel.

Payment will be made to the Contractor for subsistence, including meals and overnight lodging, paid in accordance with the Contractor's usual policy for authorized labor and foremen in direct charge of the specific operations.

Subsistence will be limited to the lesser of actual amount paid or the current maximum in-state rate for State employees. Verification of such costs paid to, or on behalf of, labor and foremen shall be submitted to the Engineer. If the labor or foremen are partly employed on specific force account work and partly on other work, the amount of

subsistence to be reimbursed will be prorated based upon the number of hours worked on the specific force account work during the payroll period.

(C) **Materials** For materials authorized and accepted by the Engineer and used, the Contractor will receive the actual cost of such materials, including sales tax and transportation charges paid by him (exclusive of equipment rentals as hereinafter set forth), to which costs 15 percent will be added. The Contractor shall furnish records to the Engineer to verify the quantities of materials used in the specific force account work, prices of the materials, sales tax, and costs of transportation for the materials.

If materials used in the specific force account work are not specifically purchased for such work but are taken from the Contractor's stock, the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, the quantity was actually used in the specific force account work, and the price and transportation cost claimed represent the actual cost to the Contractor.

(D) **Equipment** For all equipment authorized by the Engineer to be used on the specific force account work the Contractor will receive rental payment. Hourly rental rates paid for equipment in use, which is Contractor owned or rented from another Contractor, will not exceed $1/176^{th}$ of the monthly rate listed in the *Rental Rate Blue Book for Construction Equipment* that is current at the time the specific force account work is performed.

In determining the hourly rate, the regional adjustment factor and the rate adjustment factor for equipment age, as set forth in the current *Blue Book*, will both be applied to the basic rate. An additive payment equal to 100 percent of the *Blue Book* estimated operating cost per hour will also be paid for all hours equipment is in use. This additive payment will be full compensation for fuel, lubricants, repairs, servicing (greasing, fueling, and oiling), small tools, and other incidentals.

If rental rates for the equipment actually being used in the work are not listed in the *Blue Book*, the Contractor will receive the prevailing rental rates being paid for such equipment in the area where the project is located. An additive payment equal to 15 percent of the prevailing rental rate will also be paid for all hours equipment is in use. This additive payment will be full compensation for fuel, lubricants, repairs, servicing (greasing, fueling, and oiling), small tools, and other incidentals.

Hourly rental rates for equipment held in ready as directed by the Engineer will be 50 percent of the rate paid for equipment in use. An additive payment will not be made for equipment held in ready. When equipment is in use less than 40 hours for any given week and is held in ready as directed by the Engineer, payment for held in ready time will be allowed for up to 40 hours, less hours in use. When payment is made for equipment held in ready as directed by the Engineer, the payment for held in ready time will be allowed for up to 8 hours in a day less hours in use.

Hourly rental rates for idle equipment held in ready in accordance with Article 104-4 will be 50 percent of the rate paid for equipment in use. Hourly rental rates for idle equipment held in ready in accordance with Article 104-4 that is rented from a

commercial rental agency will be paid for in accordance with the invoice rate for the equipment. An additive payment will not be made for idle equipment. When equipment is in use less than 40 hours for any given week and is held in ready as idle equipment in accordance with Article 104-4, payment for idle equipment time will be allowed for up to 40 hours, less hours in use. When payment is made for idle equipment held in ready in accordance with Article 104-4, the payment for idle equipment time held in ready will be allowed for up to 8 hours in a day less hours in use.

In the event the Contractor does not possess or have readily available such equipment necessary for the performance of the work and such equipment is rented from a commercial rental agency, the Contractor will receive payment based on the approved invoice rate for the equipment.

An additive payment equal to 15 percent of the calculated hourly invoice rate will also be paid for all hours equipment is in use. This additive payment will be full compensation for fuel, lubricants, repairs, servicing (greasing, fueling and oiling), small tools, and other incidentals. The commercial rental agency shall not be the Contractor or an affiliate of the Contractor.

No compensation will be made for the use of equipment not authorized by the Engineer.

The Contractor will be reimbursed for the actual transportation costs for equipment which the Contractor is directed to furnish. Such payment will be limited to transportation costs from the nearest source of available equipment. If equipment is not returned to the point of origin, but is transported to another location, transportation costs will not exceed the cost of return to the point of origin. Rental for such equipment will not be paid when the equipment is being transported. The Contractor shall furnish records to the Engineer to verify the actual transportation costs for equipment.

The Contractor shall provide to the Engineer for approval a listing of all equipment and attachments to be utilized in the prosecution of the work. The list shall include the manufacturer's name, type, model, serial number, and year of manufacture. The list shall also include the invoice rate for equipment rented from a commercial rental agency. It shall be the Contractor's responsibility to verify the age of the equipment in a manner acceptable to the Engineer. Where such verification is not available, the rate adjustment factor used will be for the oldest equipment listed in the Blue Book.

The above prices and payments will be full compensation for fuel, lubricants, cutting edges, all repairs, and all other operating and maintenance costs other than operator's wages.

(E) **Owner-Operated Equipment** For all owner-operated equipment authorized by the Engineer to be used on the specific force account work, the Contractor will receive rental payment equal to the existing contract rate(s) with no additive as provided in Items 109-3(A), 109-3(B), 109-3(D) and 109-3(H). When existing contract rate(s) have not been established, the contractor shall submit the proposed rate(s) for the owner-operated equipment with sufficient documentation as deemed necessary by the Engineer for approval.

For fully maintained and operated trucks used for the specific force account work, the Contractor will receive rental payment equal to the existing contract rate(s) with no additive as provided in Items 109-3(A), 109-3(B), 109-3(D) and 109-3(H). When existing contract rate(s) have not been established, the prevailing industry rate(s) for fully maintained and operated trucks will be used for the specific force account work with approval of the Engineer.

For the purposes of force account work, owner-operated equipment, including fully maintained and operated trucks, will be considered subcontractors. No additional additives other than those allowed under Item 109-3(G) will be allowed.

(F) **Miscellaneous** No additional allowance will be made for general superintendence, the use of manually powered tools, or other costs for which no specific allowance is herein provided.

(G) **Subcontracting** For administrative costs of the Contractor in connection with approved subcontract work at any level and the use of owner-operated equipment at any level, the Contractor will receive an additive amount in accordance with the rate schedule shown below of the total cost of such subcontracted work. The total cost of such subcontracted work will include applicable labor and additive, bond and insurance, materials, and equipment costs incurred by the subcontractor; overhead and profit computed in accordance with Items 109-3(A) through 109-3(D), 109-3(F), 109-3(H) and 109-3(I); and costs for owner-operated equipment, including fully maintained and operated trucks in accordance Item 109-3(E). No additional additives will be allowed.

Total Cost of Subcontract Work	Rate Schedule
$0 - $10,000	10%
Above $10,000	$1,000 + 5% Above $10,000

(H) **Overhead and Profit** An additive payment equal to 10 percent of the specific force account total will be paid to the Contractor. This specific force account total is exclusive of the portion of the work included with Item 109-3(C), Materials, Item 109-3(E), Owner-Operated Equipment and Item 109-3(G), Subcontracting. This payment will be full compensation for all costs including but not limited to home office and field overhead, burdens, and profit associated with the specific force account work.

An additive payment equal to 10 percent of the specific force account total for approved subcontract work will also be paid to the subcontractor for overhead and profit. This specific force account total for subcontract work is exclusive of the portion of the work included with Item 109-3(C), Materials and Item 109-3(E), Owner-Operated Equipment. This payment will be full compensation for all costs including but not limited to home office and field overhead, burdens, and profit associated with the specific force account subcontracted work. No additional additives will be allowed.

(I) **Bond and Insurance** For property damage and liability insurance premiums and bond premiums on the specific force account work, the Contractor will receive the actual cost.

The Contractor shall furnish satisfactory evidence to the Engineer of the rate or rates paid for such insurance and bond.

An annualized composite percentage may be used to determine the cost for bond and insurance. Insurance costs will be limited to the direct costs associated with the specific force account work. The Contractor shall furnish satisfactory evidence to the Engineer of the annualized composite percentage for the bond and insurance.

(J) General The Engineer will maintain the payment records of work performed on a force account basis. The Contractor shall compare records of work with the Engineer at the end of each day on which such work is in progress.

Any contention the Contractor may have for an extension in the completion date, intermediate completion date, or intermediate completion time, due to performance of specific force account work will be considered as provided in Article 108-10.

RG105

BORROW AND WASTE SITE RECLAMATION PROCEDURES **02-15-05**

The Department's Borrow and Waste Site Reclamation Procedures for Contracted Projects have been revised and are available on the website at:
http://www.doh.dot.state.nc.us/preconstruct/highway/dsn_srvc/contracts/letting.htm
In accordance with Article 230-4 and Section 802 of the *Standard Specifications*, the Contractor shall utilize these revised procedures for all borrow and waste sites on this project.

RG120

DISQUALIFICATION OF BIDDERS 11-16-04

The 2002 *Standard Specifications* are revised as follows:

Page 1-17 Article 102-16, replace No.12 with the following:

12. Failure to submit the documents required by Article 109-10 within 60 days after request by the Engineer.

Page 1-18 Article 102-16, add the following after Number 15.

16. False information submitted on any application, statement, certification, report, records and/or reproduction.

    Conviction of any employee of company, of any applicable state or federal law, may be fully imputed to the business firm with which he is or was associated or by whom he was employed or with the knowledge or approval of the business firm or thereafter ratified by it.

17. Being debarred from performing work with other city, state, and federal agencies.

18. Failure to perform guaranty work within the terms of the contract.

RG155

CONTROL OF EROSION, SILTATION, AND POLLUTION **10-18-05**
Rev. 12-20-05

Revise the *Standard Specifications* as follows:

Page 1-50, Subarticle 107-13(A) Delete the last paragraph and insert the following:

Following completion of any construction phase or operation, on any graded slope or any area greater than one acre, the Contractor shall provide ground cover sufficient to restrain erosion within 21 calendar days or within a time period specified by the *Sedimentation and Pollution Control Act*. The ground cover shall be either temporary or permanent and the type specified in the contract.

RG170

REJECTION OF BIDS **12-20-05**

Revise the *2002 Standard Specifications* as follows:

Page 1-17, Article 102-15, add the following after the third paragraph:

All bidders shall comply with all applicable laws regulating the practice of general contracting as contained in *Chapter 87 of the General Statutes of North Carolina* which requires the bidder to be licensed by the N.C. Licensing Board for Contractors when bidding on any non-federal aid project where the bid is $30,000 or more, except for certain specialty work as determined by the licensing board. Bidders shall also comply with all other applicable laws regulating the practices of electrical, plumbing, heating and air conditioning and refrigeration contracting as contained in *Chapter 87 of the General Statutes of North Carolina.* Notwithstanding the 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.

RG175

PROJECT SPECIAL PROVISIONS

ROADWAY 1-15-02

RR01

NOTES TO CONTRACTOR: **7-1-95$_R$**

1. All grading work, excluding trenching for base course, is to be done by State forces prior to the availability date of this contract. This work by State Forces includes grading for widening throughout project and for the additions of turn lanes at the following locations:

   - Left turn at SR 1161 (Elks Rd.)
   - Left turn at SR 1158 (Carrow Rd.)
   - Left turn lanes at SR 1157 (Taylor Rd.)

   Work to be performed by DOT forces includes all necessary drainage work, shoulder construction, removal of existing concrete driveways as needed, and reinstallation of concrete driveways following completion of paving operation.

2. The Contractor will be required to remove any existing paved shoulders that are not paved full depth to the widths as shown on the Typical Sections, or as directed by the Engineer. Perform this work in accordance with the project special provision entitled "Trenching for Base Course" contained elsewhere in this proposal form. No direct payment will be made for removing the existing paved shoulder as the cost for this work shall be included in the contract unit price per ton for "Asphalt Concrete Base Course, Type ____".

RR22

PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX: **11-21-00**

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

The base price index for asphalt binder for plant mix is $244.38 per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on October 1, 2005.

RR19

ASPHALT PAVEMENTS - SUPERPAVE **05-17-05**
Rev. 08-02-05

Revise the 2002 *Standard Specifications* as follows:

PRIME COAT

Page 6-2, **Article 600-9**

Delete the first paragraph and substitute the following:

The quantity of prime coat to be paid will be the number of gallons (liters) of prime coat material that has been satisfactorily placed on the roadway. Each distributor load of prime coat material delivered and utilized on the project will be measured. Deductions will be made from each measured tank of material for all material placed on the roadway that exceeds the application rate established by the Engineer by more that 0.03 gallons per square yard (0.14 liters per square meter)

ASPHALT TACK COAT

Page 6-4, **Article 605-8**

Insert the following after paragraph one.

Take necessary precautions to limit the tracking and/or accumulation of tack coat material on either existing or newly constructed pavements. Excessive accumulation of tack may require corrective measures.

FIELD VERIFICATION AND JOB MIX FORMULA ADJUSTMENTS

Page 6-7, **Article 609-4**

Delete the first paragraph and substitute the following:

Conduct field verification of the mix at each plant within 30 calendar days prior to initial production of each mix design, when required by the Allowable Mix Adjustment Policy and when directed as deemed necessary.

Page 6-8, **Article 609-4**

Delete the first paragraph and substitute the following:

Retain records of these calibrations and mix verification tests, including Superpave Gyratory Compactor (SGC) printouts, at the QC laboratory. In addition, furnish copies, including SGC printouts, to the Engineer for review and approval within one working day after beginning production of the mix.

Page 6-8, **Article 609-4**

Add the following sentence at the end of the last paragraph:

Any mix produced that is not verified may be assessed a price reduction at the Engineer's discretion in addition to any reduction in pay due to mix and/or density deficiencies.

Quality control minimum sampling and testing schedule:

Page 6-8, **Subarticle 609-5(A)**

Delete the second sentence in the fourth paragraph and substitute the following:

This person is responsible for monitoring all roadway paving operations and all quality control processes and activities, to include stopping production or implementing corrective measures when warranted.

Page 6-9, **Subarticle 609-5(C)1**

Delete the second sentence in the second paragraph and substitute the following:

Retain the QC compacted volumetric test specimens for 5 calendar days, commencing the day the specimens are prepared.

Page 6-9, **Subarticle 609-5(C)2**

At the bottom of this page, delete the sentence directly above the Accumulative Production Increment and substitute the following:

Sample and test the completed mixture from each mix design at the following minimum frequency during mix production:

Page 6-10, **Subarticle 609-5(C)2**

In the first full paragraph on this page, add to the reference AASHTO T 168 "Modified"

Revise Items B, C, D and E on this page as follows:

B. Gradation on Recovered Blended Aggregate from Mix Sample (AASHTO T 30 Modified) Grade on all sieves specified on JMF
C. Maximum Specific Gravity (AASHTO T 209 or ASTM D 2041), optional (ASTM D 6857)
D. Bulk Specific Gravity of Compacted Specimens (AASHTO T166), optional (ASTM D 6752), Average of 3 specimens at N_{des} gyrations (AASHTO T 312)
E. Air Voids (VTM) (AASHTO T 269), Average of 3 specimens at N_{des} gyrations

Page 6-11, **Subarticle 609-5(C)2**

At the top of this page, delete Item B.," Reclaimed Asphalt Pavement..." and substitute the following:

B. Reclaimed Asphalt Pavement (RAP) Binder Content and Gradation (AASHTO T 308 Modified or T 164 and AASHTO T 30 Modified) (sampled from stockpiles or cold feed system at beginning of production and weekly thereafter). Have RAP approved for use in accordance with Article 1012-1(G). (Split Sample Required)

Page 6-11, **Subarticle 609-5(C)2**

Insert the following sampling and testing at the end of this Subarticle:

F. Uncompacted Void Content of Fine Aggregate, AASHTO T 304, Method A (natural sand only). Performed at Mix Design and when directed as deemed necessary. (Split Sample Required)

G. Reclaimed Asphalt Shingle Material (RAS) Binder Content and Gradation (AASHTO T 308 Modified or T 164 and AASHTO T 30 Modified) (sampled from stockpiles or cold feed system at beginning of production and weekly thereafter). Have RAS approved for use in accordance with Article 1012-1(F). (Split Sample Required)

CONTROL CHARTS

Page 6-11, **Subarticle 609-5(C)3**

Delete the first paragraph and substitute the following:

Maintain standardized control charts furnished by the Department at the field laboratory. For mix incorporated into the project, record full test series data from all regularly scheduled random samples or directed samples which replace regularly scheduled random samples, on control charts the same day the tests are obtained.

In addition, partial test series results obtained due to reasons outlined in Subarticle 609-5(C)2 will be reported to Quality Assurance personnel on the proper forms, but will not be plotted on the control charts.

Page 6-12, **Subarticle 609-5(C)3**

Delete item 3 in the list below the second full paragraph and substitute the following:

3. If failure to stop production after two consecutive moving averages exceed the warning limits occurs, but production does stop at a subsequent time, re-establish a new moving average beginning at the actual production stop point.

Page 6-12, **Subarticle 609-5(C)3**

Delete the first and second sentence in the third full paragraph and substitute the following:

In addition, re-establish the moving averages for all mix properties.

CONTROL LIMITS

Page 6-12, **Subarticle 609-5(C) 4**

At the bottom of this page, delete the table and substitute the following:

CONTROL LIMITS

Mix Control Criteria	Target Source	Warning Limit	Moving Average Limit	Individual Limit
2.36mm Sieve	JMF	±4.0 %	±5.0 %	±8.0 %
0.075mm Sieve	JMF	±1.5 %	±2.0 %	±2.5 %
Binder Content	JMF	±0.3 %	±0.5 %	±0.7 %
VTM @ N_{des}	JMF	±1.0 %	±1.5 %	±2.0 %
VMA @ N_{des}	Min. Spec. Limit	-0.5%	-0.8%	-1.0%
$P_{0.075}$/ P_{be} Ratio	Max. Spec. Limit	0.0	N/A	+0.4%
$\%G_{mm}$ @ N_{ini}	Max. Spec. Limit	N/A	N/A	+2.0%
TSR	Min. Spec. Limit	N/A	N/A	-15.0%

Allowable Retesting for Mix Deficiencies:

Page 6-14, **Subarticle 609-5C(7)**

In the first paragraph, insert the following as the fourth sentence:

The Contractor under the supervision of the Department's QA personnel will perform these retests.

FIELD COMPACTION QUALITY CONTROL

Page 6-15, **Subarticle 609-5(D)1**

In the last sentence of the third paragraph of this subarticle, insert the wording "and wedging as shown in the HMA/QMS Manual, " after the wording "temporary pavements"

Delete the first and second sentences in the fourth paragraph and substitute the following:

Base and intermediate mix types (surface mixes not included) utilized for pavement widening of less than 4.0 feet and all mix types used in tapers, irregular areas and intersections (excluding full width travel lanes of uniform thickness), will not be subject to the sampling and testing frequency specified above provided the pavement is compacted using approved equipment and procedures. However, the Engineer may require occasional density sampling and testing to evaluate the compaction process.

Page 6-16, **Subarticle 609-5(D)1**

Delete item number 2 at the top of this page. Item number 3 should be re-numbered as 2 after the specified deletion.

Pavement Samples (Cores)

Page 6-16, **Subarticle 609-5(D)(2)**

In the first paragraph, delete the second sentence and insert the following as the last sentence in that paragraph:

The use of a separator medium beneath the layer to be tested is prohibited.

LIMITED PRODUCTION PROCEDURE

Page 6-17, **Subarticle 609-5(D) 5**

Delete the first paragraph and substitute the following:

Proceed on limited production when, for the same mix type, one of the following items occur:

(1) Two consecutive failing lots, excluding lots representing an individual resurfacing map or portion thereof.
(2) Three consecutive failing lots, with each lot representing an individual resurfacing map or portion thereof.
(3) Two consecutive failing nuclear control strips.

Pavement within each construction category (New and Other), as defined in Article 610-13, and pavement placed simultaneously by multiple paving crews will be evaluated independently for limited production purposes.

Delete the first sentence in the last paragraph and substitute the following:

If the Contractor does not operate by the limited production procedures as specified above, the two consecutive failing density lots, three consecutive failing lots with each lot representing an individual resurfacing map or portion thereof, or two consecutive failing nuclear control strips, whichever is applicable, and all mix produced thereafter will be considered unacceptable. Remove this material and replace with material that complies with the Specifications, unless otherwise approved.

DOCUMENTATION (RECORDS)

Page 6-18, **Subarticle 609-5(E)**

Delete the third and fourth sentence in the first full paragraph and substitute the following:

Maintain all QC records, forms and equipment calibrations for a minimum of 3 years from their completion date.

Delete the second full paragraph and substitute the following:

Falsification of test results, documentation of observations, records of inspection, adjustments to the process, discarding of samples and/or test results, or any other deliberate misrepresentation of the facts will result in the revocation of the applicable person's QMS certification. The Engineer will determine acceptability of the mix and/or pavement represented by the falsified results or documentation. If the mix and/or pavement in question is determined to be acceptable, the Engineer may allow the mix to remain in place at no pay for the mix, asphalt binder and other mix components. If the mix and/or pavement represented by the falsified results is determined not to be acceptable, remove and replace with mix, which complies with the Specifications. Payment will be made for the actual quantities of materials required to replace the falsified quantities, not to exceed the original amounts.

QUALITY ASSURANCE

Page 6-18, **Article 609-6**

In Item 1 under Plant Mix Quality Assurance, substitute "5 percent" for "10 percent".

In Item 2 under Plant Mix Quality Assurance, substitute "sampling and testing procedures" for "tests".

In Item 4 under Plant Mix Quality Assurance, add "for that increment" after the word "sample".

In Item 5 under Plant Mix Quality Assurance, add "at a frequency equal to or greater than 10 percent of the QC sample frequency"; or

Insert the following after Item 5 under Plant Mix Quality Assurance:

6. By any combination of the above.

Delete the paragraph below Plant Mix Quality Assurance, and replace with the following:

The Engineer will conduct assurance tests on both split QC samples taken by the Contractor and verification samples taken by the Department. These samples may be the regular quality control samples or a sample selected by the Engineer from any location in the process or verification samples taken at random by the Department. The frequency will be equal to or greater than 5 percent of that required of the Contractor as stated in Subarticle 609-5(C)2. The Engineer may select any or all samples for assurance testing.

In Item 1 under Density Quality Assurance, delete the wording at the end of the sentence "at a frequency equal to or greater than 10 percent of the frequency required of the Contractor".

In Item 3 under Density Quality Assurance, substitute 5 percent for 10 percent.

Page 6-19, **Article 609-6**

In Item 4 under Density Quality Assurance, add "at a frequency equal to or greater than 10 percent of the QC sample frequency."

Insert the following after Item 4 under Density Quality Assurance:

5. By periodically directing the recalculation of random numbers for the Quality Control core or nuclear density test locations. The original QC test locations may be tested by QA and evaluated as verification tests.

LIMITS OF PRECISION

Page 6-19, **Article 609-6**

In the limits of precision table, delete the last three rows and substitute the following:

QA retest of prepared QC Gyratory Compacted Volumetric Specimens	± 0.015
Retest of QC Core Sample	± 1.2% (% Compaction)
Comparison of QA Core Sample	± 2.0% (% Compaction)
QA Verification Core Sample	± 2.0% (% Compaction)
Nuclear Comparison of QC Test	± 2.0% (% Compaction)
QA Nuclear Verification Test	± 2.0% (% Compaction)

Delete the first paragraph below the Limits of Precision table and insert the following two paragraphs.

The Engineer will immediately investigate the reason for differences if any of the following occur:

1. QA test results of QC split sample does not meet above limits of precision, or

2. QA test results of QC split sample does not meet the individual test control limits or the specification requirements, or
3. QA verification sample test results exceed the allowable retesting tolerances.

If the potential for a pavement failure exists, the Engineer may suspend production, wholly or in part, in accordance with the requirements of Article 108-7 while the investigation is in progress. The Engineer's investigation may include, but not be limited to the following:

1. Joint testing of any remaining split samples
2. Review and observation of the QC technician's sampling and testing procedures,
3. Evaluation and calibration of QC testing equipment, and/or
4. Comparison testing of other retained qualify control samples, and/or additional density core samples.

In the third sentence of the second paragraph below the limits of precision table, insert "or verification test results" after "quality assurance test results".

ASPHALT CONCRETE PLANT MIX PAVEMENTS – DESCRIPTION

Page 6-20, **Article 610-1**

Insert the following after the last paragraph:

A high frequency of asphalt plant mix, density, or mix and density deficiencies occurring over an extended duration of time may result in future asphalt, which is represented by mix and/or density test results not in compliance with minimum specification requirements, being excluded from acceptance at an adjusted contract unit price in accordance with Article 105-3. This acceptance process may apply to all asphalt produced and /or placed and may continue until the Engineer determines a history of quality asphalt production and placement is reestablished.

MATERIALS

Page 6-21, **Article 610-2**

Delete reference of Anti-strip additive (chemical) to **Article 1020-2** and substitute **Article 1020-8**.

COMPOSITION OF MIXTURES (MIX DESIGN AND JOB MIX FORMULA)

Page 6-21, **Subarticle 610-3(A)**

At the end of the second paragraph, add the following sentence:

In addition, submit Superpave gyratory compactor printouts for all specimens compacted at N_{des} and N_{max} during the mix design process.

Insert the following paragraph after the second paragraph:

For the final surface layer of the specified mix type, use a mix design with an aggregate blend gradation above the maximum density line on the 2.36 mm and larger sieves.

Insert the following at the end of the third paragraph:

When the percent of binder contributed from RAS or a combination of RAS and RAP exceeds 20 percent of the total binder in the completed mix, the virgin binder PG grade shall be one grade below (both high and low temperature grade) the binder grade specified in Table 610-2 for the mix type.

Delete the fourth paragraph and substitute the following:

For Type S 12.5D mixes, the maximum percentage of reclaimed asphalt material is limited to 15% and shall be produced using virgin asphalt binder grade PG 76-22. For all other recycled mix types, when the percentage of RAP is 15 percent or less of the total mixture, the virgin binder PG grade shall be as specified in Table 610-2 for the specified mix type. When the percentage of RAP is greater than 15 but not more than 25 percent of the total mixture, the virgin binder PG grade shall be one grade below (both high and low temperature grade) the specified grade for the mix type. When the percentage of RAP is greater than 25 percent of the total mixture, the Engineer will establish and approve the asphalt binder grade.

Page 6-22, **Subarticle 610-3(A)**

Insert the following sentence at the end of the Item 4:

If natural sand is utilized in the proposed mix design, determine and report the Uncompacted Void Content of the natural sand in accordance with AASHTO T-304, Method A.

Page 6-23, **Subarticle 610-3(A)**

Under the quantities of mix components insert the following sentence:

When requested by the Engineer, submit to the Department's Materials and Tests Unit, in Raleigh, six (6) Superpave Gyratory Compactor specimens compacted to a height of 75 mm and to a void content (VTM) of 4.0% +/- 0.5% for performance rut testing with the Asphalt Pavement Analyzer.

JOB MIX FORMULA

Page 6-24, **Subarticle 610-3(C)**

Delete Table 610-1 and associated notes. Substitute the following:

TABLE 610-1
SUPERPAVE AGGREGATE GRADATION DESIGN CRITERIA

Standard Sieves	Percent Passing Criteria (Control Points)											
	Mix Type (Nominal Maximum Aggregate Size)											
	4.75 mm (a)		9.5 mm (c)		12.5 mm (c)		19.0 mm		25.0 mm		37.5 mm	
(mm)	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
50.0											100.0	
37.5									100.0		90.0	100.0
25.0							100.0		90.0	100.0		90.0
19.0					100.0		90.0	100.0		90.0		
12.5			100.0		90.0	100.0		90.0				
9.5	100.0		90.0	100.0		90.0						
4.75	90.0	100.0		90.0								
2.36	65.0	90.0	32.0(b)	67.0(b)	28.0	58.0	23.0	49.0	19.0	45.0	15.0	41.0
1.18												
0.600												
0.300												
0.150												
0.075	4.0	8.0	4.0	8.0	4.0	8.0	3.0	8.0	3.0	7.0	3.0	6.0

(a) For Type S 4.75A, a minimum of 50% of the aggregate components shall be manufactured material from the crushing of stone.
(b) For Type SF 9.5A, the percent passing the 2.36mm sieve shall be a minimum of 60% and a maximum of 70%.
(c) For the final surface layer of the specified mix type, use a mix design with an aggregate blend gradation above the maximum density line on the 2.36 mm and larger sieves.

Page 6-25, **Subarticle 610-3(C),**

Delete Table 610-2 and associated notes. Substitute the following:

TABLE 610-2
SUPERPAVE MIX DESIGN CRITERIA

	Design	Binder	Compaction Levels			Volumetric Properties (c)			
Mix	ESALs	PG							
Type	millions	Grade	No. Gyrations @			VMA	VTM	VFA	%Gmm
(f)	(a)	(b)	N_{ini}	N_{des}	N_{max}	% Min.	%	Min. - Max.	@ N_{ini}
S-4.75A	<0.3	64 -22	6	50	75	20.0	7.0-15.0		
SF-9.5A	<0.3	64 -22	6	50	75	16.0	3.0 - 5.0	70 - 80	≤ 91.5
S-9.5B	0.3 - 3	64 -22	7	75	115	15.0	3.0 - 5.0	65 - 80	≤ 90.5
S-9.5C	3 - 30	70 -22	8	100	160	15.0	3.0 - 5.0	65 - 76	≤ 90.0
S-12.5C	3 - 30	70 -22	8	100	160	14.0	3.0 - 5.0	65 - 75	≤ 90.0
S-12.5D	> 30	76 -22	9	125	205	14.0	3.0 - 5.0	65 - 75	≤ 90.0
I-19.0B	< 3	64 -22	7	75	115	13.0	3.0 - 5.0	65 - 78	≤90.5
I-19.0C	3 - 30	64 -22	8	100	160	13.0	3.0 - 5.0	65 - 75	≤ 90.0
I-19.0D	> 30	70 -22	9	125	205	13.0	3.0 - 5.0	65 - 75	≤ 90.0
B-25.0B	< 3	64 -22	7	75	115	12.0	3.0 - 5.0	65 - 78	≤ 90.5
B-25.0C	> 3	64 -22	8	100	160	12.0	3.0 - 5.0	65 - 75	≤ 90.0
B-37.5C	> 3	64 -22	8	100	160	11.0	3.0 - 5.0	63 - 75	≤ 90.0
	Design Parameter					*Design Criteria*			
All	1. $\%G_{mm}$ @ N_{max}					≤ 98.0% (d)			
Mix	2. Dust to Binder Ratio ($P_{0.075}$ / P_{be})					0.6 - 1.4			
Types	3. Retained Tensile Strength (TSR) (AASHTO T 283 Modified)					85 % Min. (e)			

Notes:
(a) Based on 20 year design traffic.
(b) When Recycled Mixes are used, select the binder grade to be added in accordance with Subarticle 610-3(A).
(c) Volumetric Properties based on specimens compacted to N_{des} as modified by the Department.
(d) Based on specimens compacted to N_{max} at selected optimum asphalt content.
(e) AASHTO T 283 Modified (No Freeze-Thaw cycle required). TSR for Type S 4.75A, Type B 25.0 and Type B 37.5 mixes is 80% minimum.
(f) Mix Design Criteria for Type S 4.75A may be modified subject to the approval of the Engineer

WEATHER, TEMPERATURE, AND SEASONAL LIMITATIONS FOR PRODUCING AND PLACING ASPHALT MIXTURES

Page 6-26, **Article 610-4, Table 610-3**

Delete the title of **Table 610-3** and substitute the following title:

ASPHALT PLACEMENT- MINIMUM TEMPERATURE REQUIREMENTS

In the first column, third row; delete reference to the ACSC Types S 9.5A and S 12.5B mix.

Add the following minimum placing temperatures for mix types S 4.75A and SF 9.5A.

Asphalt Concrete Mix Type	Minimum Air Temperature	Minimum Road Surface Temperature
ACSC, Type S 4.75A, SF 9.5A	40°F (5°C)	50°F (10°C)

SPREADING AND FINISHING

Page 6-32, **Article 610-8**

Insert the following after the second sentence within the sixth paragraph.

Take necessary precautions during production, loading of trucks, transportation, truck exchanges with paver, folding of the paver hopper wings, and conveying material in front of the screed to prevent segregation of the asphalt mixtures.

Page 6-32, **Article 610-8**

Delete the last paragraph beginning on this page and continuing on the next page and substitute the following:

Use pavers equipped with an electronic screed control that will automatically control the longitudinal profile and cross slope of the pavement. Control the longitudinal profile through the use of either a mobile grade reference(s), including mechanical, sonic and laser grade sensing and averaging devices, an erected string line(s) when specified, joint matching shoe(s), slope control devices or the approved methods or combination of methods. Unless otherwise specified, use a mobile grade reference system capable of averaging the existing grade or pavement over a minimum 30 foot (9.1 meter) distance or by non-contacting laser or sonar type ski with at least four referencing stations mounted on the paver at a minimum length of 24 feet. Establish the position of the reference system such that the average profile grade is established at the approximate midpoint of the system. The transverse cross-slope shall be controlled as directed by the Engineer.

Page 6-33, **Article 610-8**

Delete the second full paragraph on this page and substitute the following:

Use the 30 foot (9.1 meter) 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 courses, including resurfacing and asphalt in-lays, unless other specified or approved. A joint matching device short (6 inch [152.4 mm] shoes) may be used only when approved.

At the end of the third full paragraph, add the following sentence:

Waiver of the use of automatic screed controls does not relieve the Contractor of achieving plan grades and cross-slopes.

Insert the following as the last paragraph:

Repair any damage caused by hauling equipment across structures at no additional cost to the Department.

DENSITY REQUIREMENTS

Page 6-34, **Article 610-10**,

Delete **Table 610-4** and substitute the following table and associated notes:

Table 610-4
MINIMUM DENSITY REQUIREMENTS

MIX TYPE	MINIMUM % of G_{mm}
SUPERPAVE MIXES	(Maximum Specific Gravity)
S 4.75A	85.0[(a,b)]
SF 9.5A	90.0
S 9.5X, S 12.5X, I 19.0X, B 25.0X, B 37.5X	92.0

(a) All S 4.75A pavement will be accepted for density in accordance with Article 105-3

(b) Compaction to the above specified density will be required when the S 4.75 A mix is applied at a rate of 100 lbs/sy (55 kg/m^2)

Page 6-34, **Article 610-10**

Delete the second paragraph and substitute the following:

Compact base and intermediate mix types (surface mixes not included) utilized for pavement widening of less than 4.0 feet (1.2 meters) and all mix types used in tapers, irregular areas and intersections (excluding full width travel lanes of uniform thickness), using equipment and procedures appropriate for the pavement area width and/or shape. Compaction with equipment other than conventional steel drum rollers may be necessary to achieve adequate compaction. Occasional density sampling and testing to evaluate the compaction process may be required. Densities lower than that specified in Table 610-4 will be accepted, in accordance with Article 105-3, for the specific mix types and areas listed directly above.

SURFACE REQUIREMENTS AND ACCEPTANCE

Page 6-35, **Article 610-12**

Delete the first paragraph and substitute the following:

Construct pavements using quality paving practices as detailed herein. Construct the pavement surface smooth and true to the plan grade and cross slope. Immediately correct any defective areas with satisfactory material compacted to conform with the surrounding area. Pavement imperfections resulting from unsatisfactory workmanship such as segregation, improper longitudinal joint placement or alignment, non-uniform edge alignment and excessive pavement repairs will be considered unsatisfactory and if allowed to remain in place will be accepted in accordance with Article 105-3.

When directed due to unsatisfactory laydown or workmanship, operate under the limited production procedures. Limited production for unsatisfactory laydown is defined as being restricted to the production, placement, compaction, and final surface testing (if applicable) of a sufficient quantity of mix necessary to construct only 2500 feet (750 meter) of pavement at the laydown width.

Remain on limited production until such time as satisfactory laydown results are obtained or until three consecutive 2500 foot (750 meter) sections have been attempted without achieving satisfactory laydown results. If the Contractor fails to achieve satisfactory laydown results after three consecutive 2500 foot (750 meter) sections have been attempted, cease production of that mix type until such time as the cause of the unsatisfactory laydown results can be determined. As an exception, the Engineer may grant approval to produce a different mix design of the same mix type if the cause is related to mix problem(s) rather than laydown procedures.

Mix placed under the limited production procedures for unsatisfactory laydown or workmanship will be evaluated for acceptance in accordance with Article 105-3.

DENSITY ACCEPTANCE

Page 6-36, **Article 610-13**

Delete the second paragraph and substitute the following:

The pavement will be accepted for density on a lot by lot basis. A lot will consist of one day's production of a given job mix formula on a contract. As an exception, separate lots will be established when the one of the following occurs:

(1) Portions of pavement are placed in both "New" and "Other" construction categories as defined below. A lot will be established for the portion of the pavement in the "New" construction category and a separate lot for the portion of pavement in the "Other" construction category.

(2) Pavement is placed on multiple resurfacing maps, unless otherwise approved prior to paving. A lot will be established for each individual resurfacing map or portion thereof.

(3) Pavement is placed by multiple paving crews. A lot will be established for the pavement placed by each paving crew.

(4) Pavement is placed in different layers. A lot will be established for each layer.

(5) Control strips are placed during limited production.

The Engineer will determine the final category and quantity of each lot for acceptance purposes.

Page 6-36, **Article 610-13**

Delete the first sentence in the third paragraph and insert the following:

The "New" construction category will be defined as pavements of uniform thickness, exclusive of irregular areas, meeting all three of the following criteria:

Delete the sixth paragraph and substitute the following:

A failing lot for density acceptance purposes is defined as a lot for which the average of all test sections, and portions thereof, fails to meet the minimum specification requirement. If additional density sampling and testing, beyond the minimum requirement, is performed and additional test sections are thereby created, then all test results shall be included in the lot average. In addition, any lot or portion of a lot that is obviously unacceptable will be rejected for use in the work.

Page 6-36, **Article 610-13**

Delete the last paragraph and substitute the following:

Any density lot not meeting minimum density requirements detailed in Table 610-4 will be evaluated for acceptance by the Engineer. If the lot is determined to be reasonably acceptable, the mix will be paid at an adjusted contract price in accordance with Article 105-3. If the lot is determined not to be acceptable, the mix will be removed and replaced with mix meeting and compacted to the requirement of these specifications.

BASIS OF PAYMENT, ASPHALT PAVEMENTS

Page 6-37, **Article 610-16**

Add the following to the second paragraph:

The quantity of hot mix asphalt pavement, measured as provided in Article 610-15, will be paid for at the contract unit prices per ton (metric ton) for "Asphalt Concrete Surface Course, Type S 4.75A, and SF 9.5A".

Add the following to the payment item description:

Asphalt Concrete Surface Course, Type S 4.75A ..... Ton (Metric Ton)
Asphalt Concrete Surface Course, Type SF 9.5A ..... Ton (Metric Ton)

Delete reference to the Asphalt Concrete Surface Course, Types S 9.5A and S 12.5B in both the second paragraph and in the payment description.

ASPHALT BINDER FOR PLANT MIX - METHOD OF MEASUREMENT

Page 6-39, **Article 620-4**

Delete the first sentence of the second paragraph and substitute the following:

Where recycled plant mix is being produced, the grade of asphalt binder to be paid for will be the grade for the specified mix type as required in Table 610-2 unless otherwise approved.

OPEN-GRADED ASPHALT FRICTION COURSE CONSTRUCTION REQUIREMENTS

Page 6-43, **Article 650-5**

Add the following paragraph after the first paragraph:

Do not place open-graded asphalt friction course between October 31 and April 1 of the next year, unless otherwise approved. Place friction course, Type FC-1 mixes, only when the road surface temperature is 50°F (10°C) or higher and the air temperature is 50°F (10°C) or higher.

The minimum air temperature for Type FC-1 Modified and FC-2 Modified mixes will be 60°F (15°C).

AGGREGATES FOR ASPHALT PLANT MIXES

Page 10-34, **Subarticle 1012-1(B)4**

Delete and substitute the following:

(4) Flat and Elongated Pieces:

Use coarse aggregate meeting the requirements of Table 1012-1 for flat and elongated pieces when tested in accordance with ASTM D 4791 (Section 8.4) on the No. 4 (4.75 mm) sieve and larger with a 5:1 aspect ratio (maximum to minimum) for all pavement types, except there is no requirement for Types S 4.75A, SF 9.5A, and S 9.5B.

Page 10-35, **Table 1012-1**

Delete **Table 1012-1** and substitute the following:

Table 1012-1
AGGREGATE CONSENSUS PROPERTIES[a]

Mix Type	Course Aggregate Angularity[b]	Fine Aggregate Angularity	Sand Equivalent	Flat & Elongated 5 : 1 Ratio
		% Minimum	% Minimum	% Maximum
	ASTM D 5821	AASHTO T 304 Method A	AASHTO T 176	ASTM D 4791 Section 8.4
S 4.75 A		40	40	
SF 9.5 A S 9.5 B I 19.0 B B 25.0 B	75 / -	40	40	10[c]
S 9.5 C S 12.5 C I 19.0 C B 25.0 C B 37.5 C	95 / 90	45	45	10
S 12.5 D I 19.0 D	100 / 100	45	50	10
OGAFC	100 / 100	N/A	N/A	10

(a) Requirements apply to the course aggregate blend and/or fine aggregate blend
(b) 95/90 denotes that 95% of the course aggregate (+No.4 or + 4.75mm sieve)has one fractured face and 90% has two or more fractured faces.
(c) Does not apply to Mix Types SF 9.5 A or S 9.5 B

Page 10-36, **Subarticle 1012-1(C)1**

Insert the following after the fourth paragraph:

When natural sand is utilized in "C" or "D" level asphalt mixes, do not exceed the maximum natural sand percentage in the mix design and/or production aggregate blend detailed in Table 1012-1A.

Table 1012-1A

Uncompacted Void Content of Fine Aggregate AASHTO T 304 Method A	Maximum Percent Natural Sand Included in Mix Design and/or Production*
Less than 42.0	10
Equal to 42.0 to 44.9	15
Equal to 45.0 and greater	20

*Maximum percent natural sand may be exceeded with approval from Pavement Construction Engineer upon satisfactory evaluation of pavement performance testing

FINE AGGREGATE ANGULARITY

Page 10-36, **Subarticle 1012-1(C)6**

Delete reference to AASHTO TP 33 Method A and substitute AASHTO T 304, Method A.

Page 10-37, **Subarticle 1012-1(H)**

Delete this Subarticle. It is a duplicate of Subarticle 1012-1(F) located on Page 10-36.

ASPHALT BINDER

Page 10-46, **Article 1020-2**

Delete the first paragraph and substitute the following:

Use Performance Graded Asphalt Binder meeting the requirements of AASHTO M 320. See Article 610-3 for the specified grades. Submit a Quality Control Plan for asphalt binder production in conformance with the requirements of AASHTO R 26 to the Materials and Tests Unit.

RR31

ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES: **1-01-02$_R$**

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 or Project Special Provisions.

RR43

ASPHALT PLANT MIXTURES: **7-1-95**

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.

RR46

RESURFACING EXISTING BRIDGES: **7-1-95**

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

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

At all bridges which are not to be resurfaced, taper out the proposed resurfacing layer adjacent to the bridges to insure a proper tie-in with the bridge surface.

RR61

NOTES TO CONTRACTOR: **7-1-95**

The Contractor's attention is directed to the fact that the existing pavement varies in width and the Contractor will be required to widen the pavement as directed by the Engineer in order to obtain a uniform edge of pavement.

RR76

TRENCHING FOR BASE COURSE: 7-1-95

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

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

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

Density tests may be taken every 2000 feet in the widened areas as directed by the Engineer. Shape and compact the subgrade in the widened areas to the satisfaction of the Engineer. Compact the asphalt concrete base course in the widened areas in accordance with the provisions of Article 610-9 of the Standard Specifications.

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

Upon completion of the paving operation, backfill the trench to the satisfaction of the Engineer. Any excess material deposited on the shoulder will be left in place and will be disposed of by State Forces.

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

RR82

ADJUSTMENT OF MANHOLES, METER BOXES, AND VALVE BOXES: 7-1-95

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

RR103

AGGREGATE PRODUCTION: **11-20-01**

Provide aggregate from a producer who utilizes the new Aggregate Quality Control/Quality Assurance Program which is in effect at the time of shipment.

No price adjustment is allowed to contractors or producers who utilize the new program. Participation in the new 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.

RR109

DRUMS: **07-16-02**

Revise the 2002 Standard Specifications as follows:

Page 10-195, Subarticle 1089-5(C)

Delete the first (1st) sentence of the first (1st) paragraph and insert the following:

"Provide a minimum of three orange and two white alternating horizontal circumferential stripes covering the entire outside with each drum."

RR116

PORTABLE CONCRETE BARRIER: **11-19-02C**

Portable Concrete Barrier used on this project shall meet one of the following:

- NC Approved NCHRP 350 Portable Concrete Barrier (design can be found at http://www.doh.dot.state.nc.us/construction/wztc/ or can be obtained by calling the Traffic Control Unit at (919) 250-4159)
- Other NCHRP 350 Portable Concrete Barrier as approved by the Engineer and the Traffic Control Section
- NC Approved NCHRP 230 Portable Concrete Barrier in Roadway Standard Drawing 1170.01 manufactured before October 1, 2002

RR117

REMOVAL OF EXISTING PAVEMENT MARKERS: **7-1-95**

The Contractor's attention is directed to the fact that there are pavement markers on this project.

Remove and dispose of these markers prior to the paving operation.

No direct payment will be made for this work, as it will be incidental to the paving operation and payment at the contract unit price for the various asphalt items in the contract will be full compensation for such work.

RR118

PAVEMENT MARKING GENERAL REQUIREMENTS: **07-16-02C**

Revise the 2002 Standard Specifications as follows:

Page 12-10, Subarticle 1205-3(J)

Delete the 1st sentence of the 1st paragraph and insert the following:

Have at least one member of every pavement marking crew working on a project certified through the NCDOT Pavement Marking Technician Certification Process. For more information contact the Traffic Control, Marking and Delineation Section of the North Carolina Department of Transportation at 919-250-4151 or http://www.doh.dot.state.nc.us/construction/wztc/

RR119

PATCHING EXISTING PAVEMENT: **1-15-02**

Description:

The Contractor's attention is directed to the fact that there are areas of existing pavement on this project that will require repair prior to resurfacing.

Patch the areas that, in the opinion of the Engineer, need repairing. The areas to be patched will be delineated by the Engineer prior to the Contractor performing repairs.

Construction Methods:

The patching consists of Asphalt Concrete Base Course, Asphalt Concrete Intermediate Course, Asphalt Concrete Surface Course, or a combination of base, binder and surface course, and pavement removal, as directed by the Engineer.

Patching of existing pavement includes but is not limited to the cutting of the existing pavement to a neat vertical joint and uniform line; the removal and disposal of pavement, base, and subgrade material as approved or directed by the Engineer; the coating of the area to be repaired with a tack coat; and the replacement of the removed material with asphalt plant mix.

Place Asphalt Concrete Base Course, in lifts not exceeding 5 1/2 inches. Utilize compaction equipment suitable for compacting patches as small as 3.5 feet by 6 feet on each lift. Use an approved compaction pattern to achieve proper compaction. If patched pavement is to be open to traffic for more than 48 hours prior to overlay, then use Asphalt Surface Course in the top 1.25 inches of the patch.

Remove existing pavement at locations directed by the Engineer in accordance with Section 250 of the Standard Specifications.

Schedule operations so that all areas where pavement has been removed will be repaired on the same day of the pavement removal, and all lanes of traffic restored.

Method of Measurement:

The quantity of patching existing pavement to be paid for will be the actual number of tons of asphalt plant mix, complete in place, which has been used to make completed and accepted repairs. The asphalt plant mixed material will be measured by being weighed in trucks on certified platform scales or other certified weighing devices.

Basis of Payment:

The quantity of patching existing pavement, measured as provided above, will be paid for at the contract unit price per ton for "Patching Existing Pavement".

The above price and payment will be full compensation for all work covered by this provision, including but not limited to removal and disposal of pavement; furnishing and applying tack coat; furnishing, placing, and compacting of asphalt plant mix; furnishing of asphalt binder for the asphalt plant mix; and furnishing scales.

Any provisions included in the contract in the form of project special provisions or in any other form which provide for adjustments in compensation due to variations in the price of asphalt binder will not be applicable to payment for the work covered by this provision.

The item of "Patching Existing Pavement" will be considered to be a minor item. In the event that the item of "Patching Existing Pavement" overruns the original bid quantity by more than 100 percent, the provisions of Article 104-5 pertaining to revised contract unit price for overrunning minor items will not apply to this item.

RR88

Payment will be made under:

Patching Existing Pavement.....Ton

WBS#: 38127 & 38132 Beaufort & Pitt Counties
Date: 11-10-2005
Revised:

TRAFFIC CONTROL:

Maintain traffic in accordance with Divisions 11 and 12 of the North Carolina Department of Transportation January 2002 Standard Specifications for Roads and Structures, the latest revisions thereto and the following provisions:

Use a lane closure (refer to North Carolina Department of Transportation January 2002 Highway Design Branch Roadway Standard Drawings Nos. 1101.02, 1101.11, 1110.02, Detail for 1130D01 and details for the Advance Work Zone signing in contract) or a slow-moving operation as shown in details of this contract. Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to Attached Detail(s) and North Carolina Department of Transportation January 2002 Highway Design Branch Roadway Standard Drawings Nos. 1101.02, 1101.03, 1101.05, 1101.07, 1101.11, 1110.01, 1110.02, 1115.01, 1135.01, 1145.01, 1150.01, 1165.01, 1170.01 and **Detail for 1101D04** when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal, etc. Properly ballasted cones may be used instead of drums for lane closures during daylight hours. The stationary work zone shall be a maximum of 3 miles in length at any given time unless otherwise directed by the Engineer. A "pilot vehicle" operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the Specifications and the Engineer.

When personnel and/or equipment are working on the shoulder adjacent to an undivided facility and within 5 feet of an open travel lane, close the nearest open travel lane using Roadway Standard Drawing No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and/or equipment are working on the shoulder, adjacent to a divided facility and within 10 feet of an open travel lane, close the nearest open travel lane using Roadway Standard Drawing No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and/or equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the traffic control plans, roadway standard drawings or as directed by the Engineer. Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Do not perform work involving heavy equipment within 15 feet of the edge of travel way when work is being performed behind a lane closure on the opposite side of the travel way. **Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.**

The maximum acceptable drop-off between open lanes of travel is 2 inches. For drop-offs greater than 1.5 inches but less than or equal to 2 inches, place a 1:1 asphalt wedge between the lanes of travel. Where a drop-off in a travelway exceeds 2 inches but is less than or equal to 3 inches the affected lane(s) shall be closed to traffic. Where a drop-off in a travelway is greater than 3 inches the affected lane(s) shall be closed to traffic and the drop-off protected with drums. For all drop-offs between open lanes, advance warning "UNEVEN LANES" signs (W8-11 at 48' X 48") shall be installed 500 feet in advance and once every half mile where the posted speed is less than 45 mph and once every mile where the posted speed is greater than or equal to 45 mph throughout the length of the drop-off area.

The maximum acceptable edge of pavement drop-off is 2 inches. Backfill at a 6:1 slope up to the edge and elevation of existing pavement in areas adjacent to an open travel lane if the drop-off exceeds 2 inches at no expense to the Department.

When utilizing a slow-moving operation for such items as pavement marking placement, pavement marker installation and pesticide spraying, the slow moving operation caravan shall consist, as a minimum, of the vehicles and devices shown on the Moving Operation Caravan Detail(s) herein. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

Submit a sequence of operation for all maps to the Engineer at the first pre-construction meeting for approval by the Engineer. Approved sequence can not be altered without written permission of the Engineer.

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

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

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

During a resurfacing only operation, bring all newly resurfaced lanes to the same elevation within 72 hours.

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

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

1) Mill a single lane and pave back by the end of each work day
2) Mill the entire width of roadway and pave back within 72 hours

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

1) Mill the entire width of pavement for all lanes to be milled in any given direction daily and pave back within 72 hours.
2) Mill a single lane and pave back by the end of each work day
3) Mill a single lane, leave a lane closure in and pave back within 72 hours.

Slope the pavement at the beginning and ending of the daily milling operation as directed by the Engineer. Sweep and remove all milled material from the roadway as soon as the daily milling operation is completed. Maintain all accesses where milling is conducted using suitable backfill material approved by the Engineer. Continue milling operations until the particular section of roadway being milled is complete.

Operate equipment and conduct operations in the same direction as the flow of traffic. Do not cross medians with equipment, except at properly designated interchanges.

Review and record the existing pavement markings and markers prior to resurfacing. Use the record of existing pavement markings and markers in conjunction with North Carolina Department of Transportation January 2002 Highway Design Branch Roadway Standard Drawings to re-establish the proposed pavement markings and markers unless otherwise directed by the Engineer.

Provide appropriate lighting in accordance with Section 1413 of the North Carolina Department of Transportation January 2002 Standard Specifications for Roads and Structures when electing to perform paving at night at no expense to the Department.

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

No direct payment will be made for the signing and traffic control items including Truck Mounted Impact Attenuators (TMIA – see Section 1165 of the NCDOT January 2002 Standard Specifications for Roads and Structures and January 2002 Highway Design Branch Roadway Standard Drawings). This work will be considered incidental to the various other bid items in the Contract.

TIME LIMITATION FOR PLACEMENT AND REPLACEMENT OF PAVEMENT MARKINGS AND MARKERS COMPLETED BY CONTRACTORS ON NEWLY RESURFACED AREAS:

09-16-03
Rev. 06-27-05

MARKING BY CONTRACTOR: DIVIDED AND MULTI-LANE FACILITIES

For all Interstate highways and access ramps, place all markings including symbols and legends, by the end of each workday's operation.

For all divided and multi-lane facilities, place all center line and lane line markings and railroad and school symbols by the end of each workday's operation. Place all edge lines, gore lines, and other symbols within 3 calendar days after they have been obliterated by the resurfacing operation.

A Multi-lane facility is defined as any roadway having more than two lanes to include a two-lane/ two-way with two-way left turn lane.

MARKING BY CONTRACTOR: TWO-LANE, TWO-WAY FACILITIES

For all two-lane, two-way facilities, place all centerline markings, railroad and school symbols within 5 calendar days after they have been obliterated by the resurfacing operation. Place all edge lines and other symbols within 30 calendar days after they have been obliterated by the resurfacing operation.

MARKING BY CONTRACTOR: ALL FACILITIES

Place two applications of paint on newly resurfaced asphalt that will remain in place over 3 months. Place the second application of paint upon ample drying time of the first, as determined by the Engineer.

Place intermediate paint in one application. If intermediate paint will remain in place for more than 3 months, place 2 applications. The quantity of intermediate paint to be paid for shall be the actual number of linear feet or each that have been satisfactorily placed and accepted by the Engineer. Payment will be made in accordance with *Article 1205-6 Basis of Payment of the Specifications.*

The pavement markings on a specific map are subject to a 180-day observation period that begins with the satisfactory completion of all pavement markings required on a specific map and shall meet all requirements as specified in *Subarticle 1205-3(H) of the Specifications.*

MARKERS BY CONTRACTOR: ALL FACILITIES

Install permanent pavement markers within 60 calendar days after completing the resurfacing on each map.

PROJECT SPECIAL PROVISIONS
Traffic

WORK ZONE SIGNING: 09-16-03

1- DESCRIPTION.

Install and maintain signing in accordance with Divisions 11 and 12 of the North Carolina Department of Transportation January 2002 Standard Specifications for Roads and Structures, the North Carolina Department of Transportation January 2002 Highway Design Branch Roadway Standard Drawings and the following provisions:

Furnish, install, and maintain advance warning work zone signs and any required lane closure signing.

Install and maintain general work zone warning signs for resurfacing and/or milling such as "Rough Road" (W8-8 at 48" X 48") (for milling only), "Uneven Pavement" (W8-15 at 48" X 48"), "Low Shoulder" (W8-9 at 48" X 48"), "Low / Soft Shoulder" (W8-9B at 48" X 48"), "Unmarked Pavement Ahead" (W16-10 at 48" X 48"), and "Do Not Pass"(R4-1 at 24" X 30"). State Forces will furnish the signs, posts, and hardware. When construction is completed in any given area of the project, relocate the State furnished signs to the next work site, as directed by the Engineer. State Forces will remove these signs at the completion of the project.

All work zone signs may be portable.

2- CONSTRUCTION METHODS.

(A) General:

Install all warning work zone signs before beginning work on a particular map. If signs are installed three days prior to the beginning of work on a particular map, cover the signs until the work begins. Install each work zone warning sign separately and not on the same post(s) with any other sign except where an advisory speed plate or directional arrow is used.

(B) Advance warning work zone signs:

Install advance warning work zone signs (see attached Detail(s) and North Carolina Department of Transportation January 2002 Highway Design Branch Roadway Standard Drawings Nos. 1101.02, 1110.01 and advance signing details) prior to beginning of work and remove upon final completion of the project. If there is a period of construction inactivity longer than two weeks, remove or cover advance warning work zone signs. Uncover advance warning work zone signs no more than 3 days before work resumes. All other operations could be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

(C) Lane closure work zone signs:

Install any required lane closure signing needed during the life of the project (see North Carolina Department of Transportation January 2002 Highway Design Branch Roadway Standard Drawings Nos. 1101.02, 1101.11 and 1110.02).

(D) General work zone warning signs:

Install general work zone warning signs for resurfacing and/or milling such as "Rough Road" (W8-8 at 48" X 48") (for milling only), "Uneven Pavement" (W8-15 at 48" X 48"), "Low / Soft Shoulder" (W8-9B at 48" X 48") and "Low Shoulder" (W8-9 at 48" X 48") at 1 mile intervals starting at a minimum of 500 feet in advance of the condition for both directions of travel (undivided roadways only) and at any other points determined by the Engineer. State Forces will furnish the signs, posts, and hardware.

Install the "Low Shoulder" (W8-9 at 48" X 48") or "Low / Soft Shoulder" (W8-9 at 48" X 48") signs prior to any resurfacing in an area where shoulder construction will be performed. Install general work zone warning signs such as "Unmarked Pavement Ahead" (W16-10 at 48" X 48") and "Do Not Pass"(R4-1 at 24" X 30") alternately at 1/2 mile intervals starting at a minimum of 500 feet in advance of the condition for both directions of travel (undivided roadways only) and at any other points determined by the Engineer. Install signs prior to the obliteration of any pavement markings.

State Forces will remove these signs at the completion of the project.

3- BASIS OF PAYMENT.

No direct payment will be made for Work Zone Signing as such work will be considered incidental to the various other bid items in the Contract.

R-2

TRAFFIC CONTROL **01-18-05**
Rev. 06/21/05

Revise the *2002 Standard Specifications* as follows:

WORK ZONE SIGNS

Article 1089-1(A) General is deleted. Substitute the following:

(A) General:

Rigid sign retroreflective sheeting requirements for Types VII, VIII and IX (prismatic) fluorescent are described in Tables 1089-A, 1089-B and 1089-C. Cover the entire sign face of the sign substrate with NCDOT approved Type VII, VIII or IX (prismatic) fluorescent orange reflective sheeting. Apply the reflective sheeting in a workmanlike manner so that there are no bubbles or wrinkles in the material.

Roll-up sign retroreflective requirements are described in Table 1089-D.

1. Work Zones Signs (Stationary)

Use Type VII, VIII or IX (prismatic) fluorescent orange retroreflective sheeting that meets the following reflective requirements in Tables 1089-A, 1089-B or 1089-C respectively. Use approved composite or aluminum for sign backing. Signs and sign supports must meet or exceed NCHRP 350 requirements for Breakaway Devices.

Table 1089-A
Minimum Coefficient of Retroreflection R_A for
TYPE VII Fluorescent Orange Sheeting
(Candelas per lux per square meter)

Observation Angle	Entrance Angle	
	-4°	30°
0.1°	300	170
0.2°	230	130
0.5°	72	41

Table 1089-B
Minimum Coefficient of Retroreflection R_A for
TYPE VIII Fluorescent Orange Sheeting
(Candelas per lux per square meter)

Observation Angle	Entrance Angle	
	-4°	30°
0.1°	300	135
0.2°	210	95
0.5°	75	35

Table 1089-C
Minimum Coefficient of Retroreflection R_A for
TYPE IX Fluorescent Orange Sheeting
(Candelas per lux per square meter)

Observation Angle	Entrance Angle	
	-4°	30°
0.1°	200	110
0.2°	115	65
0.5°	72	41
1.0°	24	14

2. Work Zones Signs (Barricade Mounted)

Use approved composite or roll-up signs for barricade mounted sign substrates. Approved composite barricade mounted warning signs (black on orange) must be Type VII, VIII or IX sheeting which meet the retroreflective requirements of Table 1089-A, 1089-B or 1089-C. Roll-up mounted barricade warning signs (black on orange) must meet the retroreflective requirements in Table 1089-D. Sign and barricade assembly must meet or exceed the requirements of NCHRP 350 for Work Zone Category II Devices.

3. Work Zones Signs (Portable)

Use approved composite or roll-up sign substrates on portable sign stands.

Composite - Use Type VII, VIII or IX (prismatic) fluorescent orange retroreflective sheeting that meets the following reflective requirements in Tables 1089-A, 1089-B or 1089-C. Signs and sign supports must meet or exceed NCHRP 350 requirements for Breakaway Devices.

Roll-up Signs - Use fluorescent orange retroreflective roll-up signs that meet the following reflective requirements:

Table 1089-D
Minimum Coefficient of Retroreflection R_A for Fluorescent Orange Roll-Up Signs
(Candelas per lux per square meter)

Observation Angle	Entrance Angle	
	-4°	30°
0.1°	300	120
0.2°	200	80
0.5°	90	34

Use roll up signs that have a minimum 3/16" x 1 1/4" horizontal rib and 38" x 1 1/4" vertical rib and has been crash test to meet NCHRP 350 requirements and Traffic Control qualified by the Work Zone Traffic Control Unit.

Add the following after 1089-1(C):

(D) Warranty

Warranty requirements for rigid sign retroreflective sheeting Types VII, VIII and IX are described in Subarticle 1093-2(F). Such sheeting shall maintain 80% (Table 1093-10) of its retroreflectivity as shown in Tables 1089 A, B. and C.

Roll-up fluorescent orange retroreflective signs shall maintain 80% of its retroflectivity (Table 1089-D) for years 1 – 2 and 50% for year 3.

Rigid and Rollup Fluorescent orange signs shall maintain a Fluorescence Luminance Factor (Y_F)* of 13% for three (3) years.

*Fluorescence Testing Method is described in ASTM E2301 Test Methods for Fluorescent Retro reflective Sheeting.

Rigid and Roll up fluorescent orange signs shall maintain a total Luminance Factor (Y) of 25 for three (3) years and conform to the requirements of Table 1089-E when measured in accordance with ASTM D4956.

Table 1089-E

Fluorescent Orange colorimetric requirements

Color	1		2		3		4	
	x	y	x	y	x	y	x	Y
Fluorescent Orange	0.583	0.416	0.535	0.400	0.595	0.351	0.645	0.355

BARRICADES

Article 1089-3(A) General, delete both paragraphs and substitute the following:

Type III Barricades shall be constructed of perforated square steel tubing and/or angle iron. Provide Type III barricades that use a cross member or stabilization bar and meet the requirements of NCHRP 350 for Work Zone Category II Devices with composite and roll-up signs attached.

Use approved composite or plastic barricade rails that have a smooth face and have alternating orange and white retroreflective stripes that slope at an angle of 45 degrees.

Article 1089-3(C) Reflective Sheeting, delete the first paragraph only and substitute the following:

Use Type VII, VIII or IX (prismatic) retroreflective fluorescent orange sheeting on both sides of the barricade rails. The rail sheeting retroreflectivity values shall meet the retroreflectivity requirements in Table 1089-A, 1089-B or 1089-C and shall be listed on the Department's approved product list or accepted as traffic qualified by the Traffic Control Unit.

R-7

WORK ZONE SIGNS **01-18-05$_R$**

Revise the *Standard Specifications* as follows:

DESCRIPTION

Page 11-5, **Article 1110-1 Description**

Replace the second paragraph with the following:

Furnish, install, maintain and relocate portable work zone signs and portable work zone sign stands in accordance with the plans and specifications. When portable work zone signs and portable work zone sign stands are not in use for periods longer than 30 minutes, collapse sign stand and reinstall once work begins.

Replace the last sentence in the third paragraph with the following:

Use work zone signs (portable) only with portable work zone sign stands specifically designed for one another. Work Zone Signs (portable) may be roll up or approved composite.

MATERIALS

Page 11-5, **Article 1110-2 Part (A) General**:

Add the following:

Barricade Mounted Signs.....Article 1089-3

MATERIAL QUALIFICATIONS

Page 11-5, **Article 1110-2 (B) Material Qualifications.**

Delete the first sentence in the first paragraph and replace with the following:

Provide portable work zone sign stands, portable signs and sign sheeting which are listed on the North Carolina Department of Transportation's approved product list or accepted as traffic qualified by the Traffic Control Unit.

Page 11-6, **Article 1110-2 (B) Material Qualifications**

Delete "Traffic Control Section" in the second sentence of the first paragraph and insert "Traffic Control Unit".

CONSTRUCTION METHODS

Page 11-6, Replace **Article 1110-3 Construction Methods**

Replace **Article 1110-3 (B) Work Zone Signs (Barricade Mounted)** with the following:

Mount approved composite or roll-up signs to barricade rails so that the signs do not cover more than 50 percent of the top two rails or 33 percent of the total area of the three rails. Signs are to be mounted a minimum of 1' from the ground to the bottom of the sign.

Replace **Article 1110-3 (C) 2. Work Zone Signs (Portable)** with the following:

Install portable work zone signs to carry roll-up or approved composite at a minimum height of 1' from the bottom of the sign to the ground on two lane-two way roadways.

Install portable work zone signs to carry roll-up or approved composite at a minimum height of 5' from the bottom of the sign to the ground on multi-lane roadways.

MEASUREMENT AND PAYMENT

No direct payment will be made for Work Zone Signs as such work will be considered incidental to other bid items in the contract.

R8

WBS#: 38127 & 38132 Beaufort & Pitt Counties
Date: 11-10-2005
Revised:

USE IN CONJUNCTION WITH 2002 STANDARD SPECIFICATIONS

THE FOLLOWING ROADWAY STANDARDS DRAWINGS AS THEY APPEAR IN THE "HIGHWAY DESIGN BRANCH ROADWAY STANDARD DRAWINGS" - ROADWAY DESIGN UNIT - N.C. DEPARTMENT OF TRANSPORTATION - RALEIGH, N.C., DATED JANUARY, 2002 AND THE LATEST REVISIONS THERETO ARE APPLICABLE TO THIS PROJECT AND BY REFERENCE HEREBY ARE CONSIDERED A PART OF THESE PLANS:

STANDARD PAVEMENT MARKINGS

ROADWAY STANDARD DRAWINGS: 1205.01, 1205.02, 1205.03, 1205.04, 1205.05, 1205.06, 1205.07, 1205.08, 1205.09, 1205.10, 1205.11, 1205.12

RAISED PAVEMENT MARKERS

ROADWAY STANDARD DRAWINGS: 1250.01, 1251.01

WBS#: 38127 & 38132 Beaufort & Pitt Counties
Date: 11-10-2005
Revised:

NORTH CAROLINA MOVING AHEAD SIGNS **08-17-04**

DESCRIPTION

The Department will furnish the Contractor with the North Carolina Moving Ahead (NCMA) logo signs. The Contractor shall procure these signs from either the local Traffic Services office or directly from the Bunn Sign Plant. These signs shall be installed as shown elsewhere in the contract documents and shall be left in place at the completion of the project. The NCMA signs and supports shall remain the property of NCDOT. Division forces will remove the NCMA logo signs.

The Contractor shall have a sign fabricated with the name of his company, which will be mounted under the NCMA logo sign. The Contractor shall remove them after final project acceptance.

The Contractor shall furnish all material, labor, hardware and supports necessary to erect the NCMA logo and Prime Contractor's name signs. There will only be one set of NCMA logo and Prime Contractor name signs in each direction on the mainline unless the Department identifies extenuating circumstances. These signs shall be erected prior to any work beginning on the project and shall not be installed more than three days prior to the beginning of work. After construction begins, the Contractor shall cover the NCMA signs if inactivity on the project site occurs for at least 7 days. All other required standard work zone signs shall be provided as described in Section 1110 of the 2002 Standard Specifications and elsewhere in the contract documents.

MATERIALS

The materials for the Contractor's Company name sign and standard work zone signing shall meet the requirements of Article 1110 of the *2002 Standard Specifications.*

The sign sheeting for the Contractor's Name Sign shall be black on orange Type I (Engineer's Grade) with 4 inch C Copy lettering. When the name of the Contractor with 4 inch C Copy lettering exceeds the maximum 60 inch width of the sign, the size of the letters shall be reduced to meet this maximum 60 inch width requirement.

CONSTRUCTION METHODS

Construction of signs shall conform to the requirements of Article 1110-3 of the *2002 Standard Specifications.*

MAINTENANCE

Maintenance of the signs shall conform to the requirements of Article 1110-4 of the *2002 Standard Specifications.* Maintenance for the NCMA signs will end upon final acceptance of the project.

MEASUREMENT AND PAYMENT

There will be no measurement and payment for the NCMA signs or the Contractor's Company name signs. All material, hardware, supports, and labor necessary shall be incidental to other items in the contract.

GENERAL NOTES

(1) THE FOLLOWING OPTIONS MAY BE USED FOR ADVANCE WARNING SIGNS:
- A. TRUCK MOUNTED SIGNS
- B. TRUCK MOUNTED CHANGEABLE MESSAGE SIGN (CMS)
- C. GROUND MOUNTED ADVANCE WARNING SIGNS (MUST CIRCLE TO PICK UP SIGNS)
- D. GROUND MOUNTED CHANGEABLE MESSAGE SIGN (CMS) (MUST USE CIRCLE TO PICK UP SIGNS)

(2) ALL ADVANCE WARNING SIGNS MUST BE 48" X 48" WITH FLUORESCENT ORANGE TYPE VII, VIII OR IX SHEETING. IF SPACE LIMITATIONS ON SHOULDER PROHIBIT A 48" X 48" SIGN, A SMALLER SIGN CAN BE USED WITH APPROVAL FROM ENGINEER.

(3) SIGNS ON VEHICLES SHOULD BE MOUNTED A MINIMUM OF ONE (1) FOOT FROM THE GROUND AND SHOULD NOT BLOCK THE MOTORIST'S SIGHT OF THE FLASHING ARROW PANEL AND/OR LIGHTBAR.

(4) GROUND MOUNTED ADVANCED WARNING SIGNS SHOULD BE MOUNTED A MINIMUM OF ONE (1) FOOT FROM THE GROUND TO BOTTOM OF SIGN.

(5) SIGN SPACING SHOULD BE ADJUSTED FOR HORIZONTAL AND VERTICAL CURVES, ETC. TO IMPROVE SIGHT DISTANCES.

(6) ADDITIONAL VEHICLES SHOULD BE USED IN WORK CARAVAN TO FACILITATE DRYING OF PAVEMENT MARKING MATERIAL (TMIA'S ARE OPTIONAL ON THESE ADDITIONAL VEHICLES). HOWEVER, THE FIRST VEHICLE MOTORISTS SEE IN THE TRAVEL LANE SHALL HAVE A TMIA.

(7) ADJUST DISTANCE AS NEEDED TO PREVENT MOTORISTS FROM ENTERING SPACE BETWEEN THE APPLICATION AND PROTECTION VEHICLE. DISTANCE CAN BE LENGTHENED TO ACCOMODATE SIGHT DISTANCE NEEDS.

(8) ROUND UP MILEAGE TO NEXT WHOLE MILE. WORK ZONE SHOULD NOT EXCEED FIVE (5) MILES IN LENGTH.

(9) RADIO COMMUNICATION BETWEEN VEHICLES IS REQUIRED.

(10) USE OF A LIGHT BAR ON ALL VEHICLES IS PREFERRED, BUT A ROTATING BEACON MAY BE USED INSTEAD.

(11) IF WORK IS PERFORMED AT NIGHT, THE WORK AREA MUST BE ILLUMINATED WITH MACHINE AND/OR TOWER LIGHTS AS APPROVED BY THE ENGINEER.

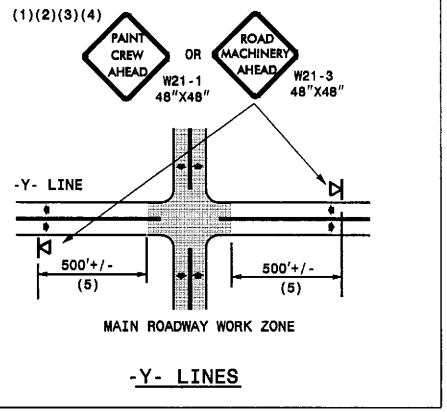
(12) ALL TRAFFIC CONTROL DEVICES WILL BE CONSIDERED INCIDENTAL TO THE PAY ITEMS FOR PAVEMENT MARKING AND MARKERS.

(13) INFORMATIONAL SIGNS SHOULD BE ACTIVITY SPECIFIC, i.e. "PAINT CREW IN ROAD". SIGNS MAY BE RECTANGULAR OR DIAMOND SHAPE. SIGN SIZE SHOULD BE BASED ON THE MOTORIST ABILITY TO RECOGNIZE SIGN WHEN TRAVELING FIVE (5) MILES ABOVE POSTED SPEED LIMIT.

(14) IF A LEAD VEHICLE IS ADDED TO OPERATION, IT SHOULD HAVE THE SAME ADVANCE WARNING SIGNS AS THE APPLICATION VEHICLE SHOWN BELOW.

LEGEND

- PORTABLE SIGN. SIGNS MUST BE NCHRP-350 AND NCDOT APPROVED.
- DIRECTION OF TRAFFIC FLOW
- APPLICATION VEHICLE WITH LIGHT BAR
- PROTECTION VEHICLE WITH TRUCK MOUNTED IMPACT ATTENUATOR (TMIA) AND LIGHT BAR (SEE ROADWAY STANDARD NO. 1165.01). TMIA MUST BE NCHRP-350 TEST LEVEL 3 (60+MPH) APPROVED.
- FLASHING ARROW PANEL, TYPE "B" (60"X30" MIN.), "CAUTION MODE"



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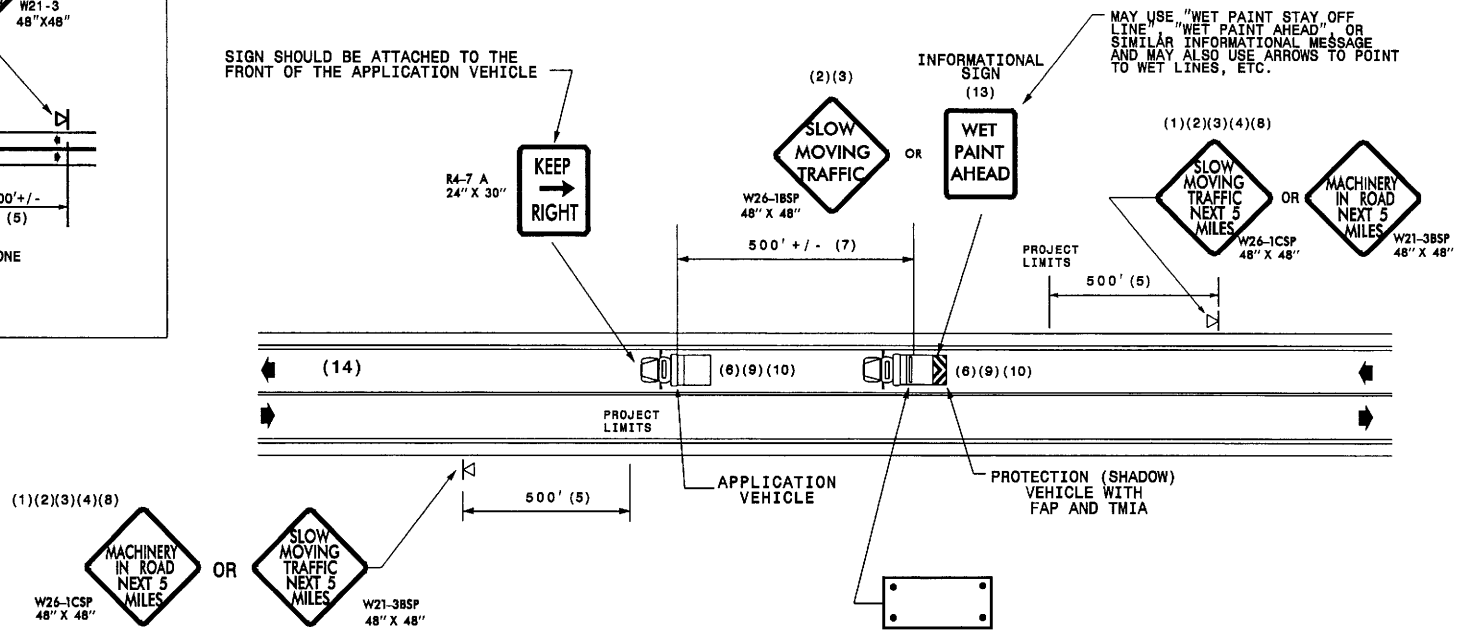

MOVING OPERATION CARAVAN

(OPERATIONS TRAVELING 3 MPH OR FASTER) PLACING PAVEMENT MARKING OR MARKERS ON TWO-LANE TWO-WAY ROADWAYS

DRAWING NUMBER 6
IMPLEMENTATION DATE: 07/01/97
REVISED: 11/03/04