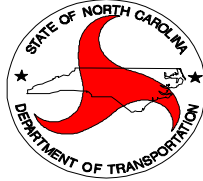


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 2 DISTRICT 3

CONTRACT PROPOSAL

WBS ELEMENT: To Be Assigned

ROUTE: Various; COUNTIES: Greene, Jones and Lenoir

DESCRIPTION: Conditioning, surfacing, resurfacing and widening upon request

BID OPENING: JULY 16th, 2009 AT 10:00 AM

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD OR SBE PROJECT. 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.

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO:

NCDOT Division of Highways, Division 2 Office
105 Pactolus Highway
Greenville North Carolina, 27835
ATTN: Gerard Mombaerts, Division 2 Staff Engineer.

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

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

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name and signature of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number (or Social Security Number of Individual)
 - e. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE NCDOT GREENVILLE DIVISION OFFICE LOCATED AT 105 PACTOLUS HWY**
12. **GREENVILLE NC 27835 NO LATER THAN 10:00AM ON JULY 16th, 2009.**
13. The sealed bid must display the following statement on the front of the sealed envelope:

QUOTATION FOR WBS ELEMENT: To Be Assigned
DESCRIPTION: conditioning, surfacing, resurfacing and widening on various routes
TO BE OPENED AT 10:00AM ON JULY 16th, 2009.
13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

NCDOT Division of Highways, Division 2 Office
105 Pactolus Highway
Greenville North Carolina, 27835
ATTN: Gerard Mombaerts, Division 2 Staff Engineer.

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (*excluding 102-2 and 102-11*) of the Standard Specifications for Roads and Structures 2006. The lowest responsible will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

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STANDARD PROVISIONS

GENERAL

This is a tier contract and consists of conditioning, widening, surfacing, resurfacing, friction course and milling asphalt pavement on various roads upon request in Greene, Jones and Lenoir counties. The quantities shown in this contract are for comparison bidding only and are not guaranteed.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures, the North Carolina Department of Transportation Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

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

NON-EXCLUSIVE CONTRACT

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

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this project is upon notification by the District Engineer on or about August 17th, 2009. The County Maintenance Engineer or his representative will notify the Contractor when paving work is required. The County Maintenance Engineers are J W Sutton, Greene and Jones Counties and L.E. White, Lenoir County. When notified by the Department that paving is needed, the Contractor shall begin the assigned work in a timely manner. In all cases the Contractor must begin work on the requested paving within thirty (30) calendar days. If the contractor fails to respond within thirty(30) Calendar days he or she will be subject to liquidated damages as noted below. Liquidated damages will be assessed for each calendar day beyond the thirty (30) days allowed.

No work will be permitted under this contract until all required insurance certifications have been satisfied. No work will be allowed on this contract on Saturdays and Sundays and holidays (as determined by the State of North Carolina).

The completion date for this project is one year from the anticipated award of the contract on or about August 16th, 2010. No extensions will be authorized except as

STANDARD PROVISIONS

authorized by Article 108-10 of the Standard Specifications. **Liquidated damages for this contract are Six Hundred Dollars (\$600.00) per calendar day.**

STANDARD PROVISIONS

AUTHORITY OF THE ENGINEER

The engineer for this project shall be the Division Engineer, Division 2, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work, all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

CONTRACT PAYMENT AND PERFORMANCE BOND

A performance bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contract in accordance with specifications and conditions of the contract is required for Construction contracts of \$300,000 or more. Such bond shall be solely for the protection of the North Carolina Department of Transportation and the State of North Carolina.

A payment bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the prompt payment for all labor or materials for which the Contractor,

STANDARD PROVISIONS

or his subcontractors, are liable is required for Construction contracts greater than \$300,000. The payment bond shall be solely for the protection of persons or firms furnishing materials or performing labor for this contract for which the Contractor is liable.

The successful bidder, within fourteen (14) days after notice of award, shall provide the Department with a contract payment bond and a contract performance bond each in an amount equal to 100 percent of the amount of the contract.

NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer 48 hours in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required. The contractor's operations are restricted to daylight hours. No work shall be performed on Saturdays, Sundays or legal state holidays. Work shall only be performed when weather and visibility conditions allow safe operations.

PROSECUTION OF WORK

The Contractor(s) 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 a project that has been assigned by the Engineer. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except were 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 One Hundred Dollars (\$100) will be charged the contractor 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 hazards 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.

ENGINEERING CONTROL

Engineering control and inspection will be by the North Carolina Department of Transportation. The Contractor will cut test samples as directed by the Engineer. The North Carolina Department of Transportation will set all necessary grades for pipe, ditches, or masonry drainage structures. All other field engineering will be the responsibility of the Contractor and considered as incidental to the project bid.

MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the Department's "Materials and Test Manual." However the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

STANDARD PROVISIONS

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. **Material that is not properly certified will not be accepted.**

BANKRUPTCY

The Department of Transportation, at its option, may terminate the contract upon filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications

DEFAULT OF CONTRACT

The Department of Transportation shall have the right to declare default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

EXTENSION OF CONTRACT TIME

Failure on the part of the Contractor to furnish bonds or certifications, or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty days shall be a bar to recovery.

EROSION, SILTATION, AND POLLUTION CONTROL

The Contractor shall exercise every reasonable precaution and take all necessary measures throughout the life of the project to prevent erosion, siltation, and pollution in accordance with Section 107-13 of the Standard Specifications. Erosion control measures shall be installed in accordance with Section 1605 of the Standard Specifications and in locations directed by the Engineer or his representative.

STANDARD PROVISIONS

WORKERS COMPENSATION INSURANCE

Pursuant to N.C.G.S. § 97-19, all contractors of the Department of Transportation are required, prior to beginning services, to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors stating that it has complied with N.C.G.S. § 97-93 irrespective of whether subcontractors have regularly in service fewer than three employees in the same business within the State of North Carolina, and subcontractors shall be hereinafter liable under the Workers' Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an accident arising out of and in the course of performance of the work insured by the subcontractor.

LIABILITY INSURANCE:

(11-18-08)

SP1 G80

Page 1-68, Article 107-16 is amended to include the following as the first, second, third and fourth paragraphs:

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner

STANDARD PROVISIONS

of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

TRAFFIC CONTROL

The Contractor shall maintain traffic in accordance with Sections 1100 & 1200 of the North Carolina Department of Transportation 2006 Standard Specifications for Roads and Structures, and the following provisions:

The Contractor shall use a standard lane closure (refer to North Carolina Department of Transportation Highway Design Branch Roadway Standard Drawing Nos. 1101.01, 1101.02, 1101.11 and 1110.02), or a slow-moving operation, approved by the Engineer, utilizing a shadow vehicle with an impact attenuator attached, and appropriate signing as detailed in the North Carolina Supplement to the M. U. T. C. D. The Contractor shall only use a moving operation 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, a lane closure shall be installed. The Contractor shall maintain the existing traffic pattern at all times, except in the immediate work zone where the Contractor will be allowed to close a lane of travel as determined by the Engineer.

The Contractor shall refer to North Carolina Department of Transportation Highway Design Branch Roadway Standard Drawing Nos. 1101.01, 1101.02, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1150.01 and 1165.01 when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal, etc. The Contractor may use properly ballasted cones 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, the Contractor shall return the traffic pattern to the existing alignment. The Contractor shall replace any obliterated markings as required by other sections of the specifications and the Engineer

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. The slow moving caravan vehicles shall be separated by a maximum length of 500 feet. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. All traffic cones used on this project shall be ballasted such that they will not be blown over by traffic.

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During a resurfacing only operation, the Contractor shall bring all newly resurfaced lanes to the same elevation within 72 hours. A maximum difference in elevation between open lanes of travel of 1 1/2 inches shall be allowed.

On partial or "wheel-track" milling of two-way, two-lane facilities, the Contractor shall mill and pave back by the end of each work day. On partial or "wheel-track" milling of multi-lane facilities, the Contractor shall mill and pave back by the end of each work day or leave the lane being milled closed and pave back within 72 hours.

During Resurfacing/milling operations on two-way, two-lane facilities the Contractor shall have the following options. When the entire roadway or entire lane is to be milled, the Contractor shall mill a single lane and pave back by the end of each work day or mill the entire width of roadway and pave back within 72 hours.

During Resurfacing/milling operations on multi-lane facilities, the Contractor shall have the following options. When all lanes or a single lane in one direction are to be milled, the Contractor shall; 1) Mill the entire width of pavement for all lanes to be milled in a given direction daily or, 2) Mill a single lane and pave back by the end of each work day or, 3) Mill a single lane and leave a lane closure in and pave back within 72 hours.

The Contractor shall slope the pavement at the beginning and ending of the daily milling operation as directed by the Engineer. All milled material shall be swept up and removed from the roadway as soon as possible after the milling operation. Milling operations shall be continuous until the particular section of roadway being milled is complete. On multi-lane facilities, the Contractor shall begin resurfacing operations on the milled roadway with 72 hours.

The Contractor shall operate his equipment and conduct his operation in the same direction as the flow of traffic. The Contractor shall not cross medians with equipment, except at properly designated interchanges.

The Contractor shall be required to remove existing raised pavement markers in preparation for paving.

No direct payment shall be made for the signing and traffic control items including Truck Mounted Impact Attenuators (TMIA), Section 1165 of the Standard Specifications as such work will be considered incidental to the various other bid items in the Contract.

WORK ZONE SIGNING

The Contractor shall provide, install and maintain signing in accordance with Sections 11 & 12 of the North Carolina Department of Transportation (NCDOT) 2006 Standard Specifications for Roads and Structures, and the following provisions:

The advanced work zone warning signs (see Roadway Standard Drawing Nos. 1101.01, 1101.02 and 1110.01) to be installed at the project limits shall be furnished and installed by the Contractor prior to beginning of work and shall be removed by the

STANDARD PROVISIONS

Contractor upon final completion of the project. Any required lane closure signing (see NCDOT Roadway Standard Drawing Nos. 1101.01, 1101.11, 1102.02, and 1110.02) needed during the life of the project shall be furnished and installed by the Contractor and shall be removed at the end of the work period.

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”), and “Low Shoulder” (W8-9 at 48” X 48”) signs shall be furnished and installed by the Contractor. The appropriate signs shall be installed 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. The “Low Shoulder” (W8-9 at 48” X 48”) signs shall be installed prior to any resurfacing in an area where shoulder construction will be performed. 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”) shall also be furnished and installed by the Contractor. The signs shall be installed 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. These signs shall be placed prior to the obliteration of any pavement markings. The Contractor shall be responsible for maintenance of all general work zone warning signs and shall remove them when no longer needed or as directed by the Engineer.

All work zone warning signs (except lane closure signs) shall be erected no sooner than 3 days before beginning work on a particular map. Each work zone warning sign shall be erected separately and not on the same post(s) with any other sign except where an advisory speed plate or directional arrow is used. The signs may be erected and covered 3 days prior to beginning work on a particular map. Also, these signs shall be mounted on 2 posts (except “Do Not Pass” signs) and shall be attached to the posts with bolts and nuts. They shall be removed within 24 hours following completion of construction, including shoulder work and pavement marking, on a particular map. Failure to comply with these requirements shall be cause for suspending all other operations until compliance with the above requirements are met.

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.

UTILITY CONFLICTS

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the

STANDARD PROVISIONS

shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

AVAILABILITY OF FUNDS - CONTRACT TERMINATION

Payments on this contract are subject to availability of funds as allocated by the General Assembly. If the General Assembly fails to allocate adequate funds, the Department reserves the right to terminate this contract.

In the event of termination, the Contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the Contractor shall be paid for the work already performed in accordance with the contract specifications.

SPECIAL PROVISIONS

MOBILIZATION

In lieu of Article 800-2 of the Standard Specifications, "Compensation", this article is deleted; and the following shall apply. In the event that the Contractor(s) is assigned a project for any work under this contract and the total amount due the Contractor(s) for all work accomplished is less than ten thousand dollars (\$10,000.00) or a project requires less than the minimum amount for a tier item utilized, a payment for "Mobilization" will be made for that project. In no case will more than one "Mobilization" be paid for a project assigned under this contract.

CONDITIONING EXISTING BASE

This work consists of the conditioning of an existing aggregate course base placed by others. The work shall include conditioning of an existing base in preparation for the placement of a pavement directly upon the base. Conditioning shall consist of scarifying, shaping, and compacting the base to conform to the required lines, grades, depths, and typical sections established by the plans or directed by the Engineer.

The base shall be compacted to a degree satisfactory to the Engineer. The Contractor shall dry or add moisture to the material when required to provide a uniformly compacted and acceptable base.

When completed, the base course shall be smooth, hard, dense, unyielding, and well bonded. A broom drag or light machining shall be used in connection with the final finishing and conditioning of the surface of the base course.

Conditioning shall not be done when the existing base contains excess moisture or is frozen.

Where the base material is placed in a trench section, the Contractor shall provide adequate drainage to protect the subgrade and base until such time as the shoulders are completed. The Contractor shall maintain the surface of the base by watering, machining, and rolling or dragging when necessary to prevent damage to the base by weather or traffic. Where the base or subgrade is damaged, the Contractor shall repair the damaged area; reshape the base to the required lines, grades, and typical sections; and recompact the base to the required density at no cost to the Department.

The quantity of conditioning existing base to be paid for will be the actual number of thousand square yards of base over which the work of conditioning existing base has been acceptably performed. The length will be measured along the centerline of the surface of the base. The width will be the width required by the plans or established by the Engineer measured across the top surface of the base.

The quantity of conditioning existing base, measured as provided above, will be paid at the contract unit price per thousand square yards for "Conditioning Existing Base." The above price and payment will be full compensation for all work involved in conditioning including but not limited to scarifying, shaping, furnishing water, compacting, shaping shoulders and maintaining the base.

SPECIAL PROVISIONS

TRENCHING FOR BASE COURSE

The Contractor shall do all the trenching necessary to place the bituminous concrete base course widening as directed by the Engineer.

The trenching for the base course shall be done 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, the Contractor shall backfill the trench with earth material and compact same to the satisfaction of the Engineer. Once the trench is open, backfilling and reopening the trench shall be done at no cost to the Department.

The Bituminous Concrete Base Course shall be placed in trench sections with bituminous pavement spreaders made for the purpose, or with other equipment approved by the Engineer.

The Contractor will be restricted to widening one side of the project at a time unless otherwise permitted by the Engineer. In widening, the Contractor shall operate his equipment and conduct his 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. The Contractor shall shape and compact the subgrade in the widened areas to the satisfaction of the Engineer. The Contractor shall compact the bituminous concrete base course in the widened areas in accordance with the provisions of Article 630-4 of the Standard Specifications.

A proof roll operation may be required consisting of utilization of an appropriate piece of equipment to determine the potential for base failure. If such areas of failure are found to exist, the Contractor will be responsible for the repair of those areas.

Trenching for the base course shall be accomplished by a milling machine designed for this purpose. The Contractor shall place the excavated material from trenching operation on the adjacent shoulder for use in shoulder construction area as directed by the Engineer. Adequate drainage is to be provided as directed by the Engineer. All excavated material is to be removed from all drives to provide ingress and egress to abutting properties. The Contractor shall also cut along a neat edge and remove all asphalt and concrete driveways to the width of the widening.

No direct payment will be made for this work as the cost of this work shall be included in the contract unit price per ton for "Asphalt Concrete Base Course, B25.0B."

PAYMENT FOR TIER ITEMS

This contract contains tier asphalt items for which the price may vary depending on the amount of tons utilized at each project site. Payment will be made on a per ton basis in place and accepted for Open Graded Asphalt Friction Course, Surface Course, Binder Course or Base Course for either a Tier 1, Tier 2 or Tier 3 project location. Payment for Milling Asphalt Pavements will be paid for either a Tier 1, Tier 2 or Tier 3 project location. Projects requiring less than the minimum amount **when a tier item is utilized** will be paid for at the Tier 1 price (See Mobilization for

SPECIAL PROVISIONS

further details for minor tier amounts required on projects). The descriptions of the tier items are as follows:

- Tier 1 A **project** location requiring
50 to 500 tons of an individual or combination of OGAFc, and/or SF9.5A; or S9.5B
and/or I19.0 and/or B25.0B to complete.
500 to 1000 Square Yards of Milling Asphalt Pavement 2” to 3”
- Tier 2 A **project** location requiring
500 to 1,000 tons of an individual or combination of OGAFc, and/or SF9.5A; or S9.5B
and/or I19.0 and/or B25.0B to complete.
1000 to 2000 Square Yards of Milling Asphalt Pavement 2” to 3”
- Tier 3 A **project** location requiring
1,000 or more tons of an individual or combination of OGAFc, and/or SF9.5A; or S9.5B
and/or I19.0 and/or B25.0B to complete.
2000 or more Square Yards of Milling Asphalt Pavement 2” to 3”

The total quantities of plant mix used on the project will determine the tier level for all the different mixes incorporated in the project. Payment for these items will be made under the appropriate line item for the applicable tonnage in place and accepted. The tier for Milling Asphalt Pavement will be determined separately from the asphalt items. The engineer will make project determinations. Payment will be made based on the bid prices for tier materials or items used at each separate site, IF the Contractor REMOBILIZES; i.e. loads equipment on lowboys or other transporters to be carried to another separate location.

Payments made under these items will be full compensation for all material and work listed in the tier schedule. Asphalt items include the production and placement of the mix, tack coat: trimming broken material from pavement edge (as needed to provide a neat edge); asphalt cement additives; providing and placing construction signs; equipment, and all other items incidental to the work. All equipment used in conjunction with asphalt placement shall meet the requirements of Section 610, Standard Specifications for Roads and Structures 2006.

It is also called to the contractor’s attention that the quantities in this contract are not guaranteed. These quantities are estimates only and the actual amounts may vary.

NON-STRIP ADDITIVE

Any non-strip additive will be included in the price bid for asphalt mix. No additional or separate payment will be made for this item.

PRICE ADJUSTMENT – ASPHALT BINDER FOR PLANT MIX

Price adjustments for asphalt binder for plant mix will be made in accordance with section 620 of the 2006 Standard Specifications as modified herein.

The base price index for asphalt binder for plant mix is \$ 358.46 per ton.

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This base price index represents an average of F.O.B. selling prices of asphalt binder PG 64-22 at supplier's terminals on June 1, 2009. This Price adjustment will be applied regardless of the grade of asphalt binder required by the job mix formula as stated in Section 620-4 of the 2006 NC Standard Specifications for Road and Structures.

PAVING

The production, delivery, placement, and compaction of all bituminous material shall be in accordance with Section 610 of the Standard Specifications. **A currently approved North Carolina Department of Transportation job mix formula shall be used for all bituminous construction.** Air temperature at the time of paving shall be in accordance with Subarticle 610-4 of the Standard Specifications.

The asphalt plant mix material produced and placed shall be in accordance with the Quality Management System for asphalt pavements in Section 609 of the Standard Specifications. The contractor shall compact the bituminous material on this project in accordance with Subarticle 610-9 of the Standard Specifications.

A smooth joint shall be provided at paved driveways. The Contractor shall exercise caution when operating equipment at paved residential drives in order to avoid pavement damage. No additional apron or turnout will be required at unpaved driveways. The pavement shall be constructed so that a smooth, uniform, longitudinal joint is achieved and superelevation of the paved shoulder matches that of the adjacent roadway.

A tack coat shall be uniformly applied at the joint between the shoulder widening and the existing roadway. Pavement shall not be placed until the Engineer or his representative has approved the base. A North Carolina Department of Transportation inspector shall be present during the placement of bituminous material.

QUALITY MANAGEMENT SYSTEM FOR ASPHALT PAVEMENTS: (OGAFC, PADC, and ULTRATHIN HMA Version)

(3-20-07)

SPI

Description

Produce and construct Open Graded Asphalt Friction Course, Permeable Asphalt Drainage Course, and Ultrathin Hot Mix Asphalt Concrete Wearing Surface asphalt mixtures and pavements. All materials and work shall conform to Division 6 of the *2006 Standard Specifications* except as modified herein. Perform all applicable quality control activities in accordance with the Department's *Hot Mix Asphalt Quality Management System (HMA/QMS) Manual* unless otherwise approved.

Description of Responsibilities

(A) Quality Control (QC)

Provide and conduct a quality control program. A quality control program is defined as all activities, including mix design, process control inspection, plant and equipment

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calibration, sampling and testing, and necessary adjustments in the process that are related to production of a pavement which meets all requirements of the Specifications.

(B) Quality Assurance (QA)

The Department will conduct a quality assurance programs. A quality assurance program is defined as all activities, including inspection, sampling, and testing related to determining that the quality of the completed pavement conforms to specification requirements.

Mix Design/Job Mix Formula Requirements

All mix design and job mix formula requirements of Article 661-2 of the *2006 Standard Specifications* and the contract documents shall apply. In addition, submit Superpave gyratory compactor printouts for all specimens required to be compacted during the mix design process.

Field Verification Of Mixture And Job Mix Formula Adjustments

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.

Field verification testing consists of performing a minimum of 1 test series on mix sampled and tested in accordance *Required Sampling and Testing Frequencies*. Obtain the mix verification sample and split in accordance with the Department's *HMA/QMS Manual*. Do not begin normal plant production until all field verification test results have been completed and the mix has been satisfactorily verified by the Contractor's Level II Technician. Verification is considered satisfactory when the mix meets all applicable individual test control limits as specified elsewhere in these provisions, except that the drain down test will meet the requirements as specified in Section 661 of the *2006 Standard Specifications* for the applicable mix type.

In addition to the required sampling and testing for field verification, perform all preliminary inspections and plant calibrations as shown in the *HMA/QMS Manual*.

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 1 working day after beginning production of the mix.

Conduct the initial mix verification of all new mix designs with the plant set up to produce the aggregate blend and binder content in accordance with the initially approved job mix formula (JMF). If the Contractor and/or the Engineer determine from results of quality control tests conducted during mix verification that adjustments to the job mix formula are necessary to achieve specified mix properties, adjustments to the JMF may be made within tolerances permitted by specifications for the mix type being produced, subject to approval. All JMF adjustments will be approved and documented in writing by the Engineer.

Failure by the Contractor to fully comply with the above mix verification requirements will result in immediate production stoppage by the Engineer. Do not resume normal production until all mix verification sampling, testing, calibrations, and plant inspections have been performed and

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approved. 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 surface deficiencies.

Contractor's Quality Control System

(A) Personnel Requirements

Obtain all certifications in accordance with the Department's QMS Asphalt Technician Certification Program as shown in the *HMA/QMS Manual*. Perform all sampling, testing, data analysis and data posting by or under the direct supervision of a certified QMS Asphalt Plant Technician.

Provide a certified Asphalt Plant Technician Level I to perform quality control operations and activities at each plant site at all times during production of material for the project. A plant operator who is a certified Asphalt Plant Technician Level I may be utilized to meet this requirement when daily production for each mix design is less than 100 tons provided the randomly scheduled increment sample is not within that tonnage. When performing in this capacity, the plant operator will be responsible for all quality control activities that are necessary and required. Absences of the Level I Technician, other than those for normal breaks and emergencies, shall be pre-approved by the appropriate QA Supervisor or his designated representative. Any extended absence of the Technician that has not been approved will result in immediate suspension of production by the Engineer. All mix produced during this absence will be accepted in accordance with Article 105-3 of the *2006 Standard Specifications*.

Provide and have readily available a certified Asphalt Plant Technician Level II to supervise, coordinate, and make any necessary adjustments in the mix quality control process in a timely manner. The Level II Technician may serve in a dual capacity and fulfill the Level I Technician requirements specified.

Provide a certified QMS Roadway Technician with each paving operation at all times during placement of asphalt. 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.

Post in the quality control laboratory an organizational chart, including names, telephone numbers and current certification numbers of all personnel responsible for the quality control program while asphalt paving work is in progress.

(B) Field Laboratory Requirements

Furnish and maintain a Department certified laboratory at the plant site. A minimum of 320 square feet of floor space (exclusive of toilet facilities), equipment, and supplies necessary for performing Contractor quality control testing is required. Provide convenient telephone and fax machine access for QMS personnel at the plant site.

Provide testing equipment meeting the requirements of the test methods herein identified. Provide equipment that is properly calibrated and maintained. Allow all measuring and testing devices to be inspected to confirm both calibration and condition. If at any time the Engineer determines that the equipment is not operating properly or is not within the

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limits of dimensions or calibration described in the applicable test method, the Engineer may stop production until corrective action is taken. Maintain and have available a record of all calibration results at the laboratory.

(C) Plant Mix Quality Control

(1) General

Include in the quality control process the preliminary inspections, plant calibrations and field verification of the mix and JMF. In addition, conduct at a minimum but not limited to, the sampling, testing, and determination of all parameters outlined in these provisions using test methods and minimum frequencies as specified herein. Perform additional sampling and testing when conditions dictate. Obtain, split, and retain all scheduled samples at randomly selected locations in accordance with the Department's *HMA/QMS Manual*, except as modified below. Log all samples taken on forms provided by the Department. Provide documentation. Identify any additional quality control samples taken and tested at times other than the regularly scheduled random samples or directed samples that take the place of regularly scheduled as process control (PC) samples on the appropriate forms. Process Control test results shall not be plotted on control charts nor reported to Quality Assurance Laboratory.

Obtain minimum 25 lb. samples for PADC and Ultrathin HMA. Split and retain in accordance with procedures in the Department's *HMA/QMS Manual*. For OGAF C Types FC-1, FC-1 Modified and FC-2 Modified, obtain minimum 1500-2000 gram samples each for QC, QA, and for retained samples. OGAF C QC samples shall be tested immediately. Place QA samples and retained samples of OGAF C in lubricated gill cans and store for possible testing in accordance with the procedures established below.

Retain the untested split portion of quality control aggregate and mix samples and the tested TSR specimens for 5 calendar days at the plant site, commencing the day the samples are tested. Permission for disposal may be given by Quality Assurance personnel prior to these minimum storage periods. Retain the split portion of the Contractor's mix verification and referee mix samples until either procured by or permission for disposal is given by QA. Store all retained samples in a dry and protected location.

(2) Required Sampling and Testing Frequencies

All mix sampling, testing, data analysis and data posting shall be performed or directly supervised by a certified QMS Asphalt Plant Technician.

Maintain minimum test frequencies as established in the schedule below. Complete all tests within 24 hours of the time the sample is taken, unless specified otherwise within these provisions. Should the specified tests not be completed within the required time frame, cease production at that point until such time the tests are completed.

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Should the Contractor's testing frequency fail to meet the minimum frequency requirements as specified, all mix without the specified test representation will be considered unsatisfactory. If the Engineer allows the mix to remain in place, payment will be made at 50 percent of the contract unit bid price for the mixture.

If desired, innovative equipment or techniques not addressed by these specifications to produce or monitor the production of mix may be utilized, subject to approval.

Quality Control Minimum Sampling and Testing Schedule

Sample and test the completed mixture from each mix design (OGAFC and Ultrathin HMA) or job mix formula (PADC) at the following minimum frequency during mix production:

<u>Accumulative Production Increment</u>	<u>Number of Samples per Increment</u>
500 tons	1

If production is discontinued or interrupted before the accumulative production increment tonnage is completed, continue the increment on the next production day(s) until the increment tonnage is completed. Obtain a random sample within the specified increment at the location determined in accordance with the Department's *HMA/QMS Manual*. Conduct quality control sampling and testing on each random sample as scheduled below. When daily production of each mix design exceeds 100 tons and a regularly scheduled test series random sample location for that mix design is not reached during that day's production, perform a test series as scheduled below. This test series does not substitute for the regularly scheduled random sample for that increment.

Perform the following test series on all regularly scheduled random samples:

Asphalt Mixture - Sampled From Truck at Plant (AASHTO T-168 Modified) (Split Sample Required)

- (a) Asphalt Binder Content, % (Contractor may select either option below)
 - 1. Ignition Furnace (AASHTO T 308 Modified)
 - 2. Other (Contractor may request and use other means of determining percent asphalt binder subject to approval by the Engineer)
- (b) Gradation on Recovered Blended Aggregate from Mix Sample (AASHTO T-30 Modified) (Graded on all sieves specified on the job mix formula.)

In addition to the above schedule, conduct the following sampling and testing as indicated:

- (a) Aggregate Stockpile Gradations (AASHTO T 27 and T 11) (Sampled from stockpiles or cold feed system as follows; split samples not required)
 - 1. Coarse Aggregates (Approved Standard Sizes)
 - a. At beginning of production*
 - b. Weekly thereafter*

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2. Fine Aggregates (Stone Screenings, Natural Sands, Etc.)
 - a. At or within 1 week prior to mix verification (Gradations valid for multiple mix designs).
 - b. Weekly after mix verification *
 - c. Anytime production is stopped due to plant mix gradation related problems.
3. Reclaimed Asphalt Shingle Material (RAS) Binder Content and Gradation (AASHTO T 308 Modified or T 164 and AASHTO T 30 Modified) (sample 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)

*In lieu of the aggregate stockpile gradations performed by QC personnel, gradation quality control data conducted by the aggregate producer, which is representative of the Contractor's current stockpiles, may be furnished.

- (b) Combined Aggregate Moisture Content (AASHTO T 255) Drum Plant Only (sampled from stockpiles or cold feed system a minimum of once daily).
- (c) Asphalt Drain Down Test Procedure, AASHTO T 305; Copy of procedure may be obtained from the M & T Asphalt Design Engineer. Mix sampled from truck at plant within the first day's production and weekly thereafter.
Note: Drain Down Test not required for Permeable Asphalt Drainage Course.
- (d) Retained Tensile Strength (TSR) - (AASHTO T 283 Modified)
Note: TSR only required for Ultrathin HMA.
 1. Option 1
Mix sampled from truck at plant, tested, and results furnished to the Engineer within seven (7) calendar days after beginning production of each new mix design. From the split sample, QC will prepare and submit within 5 calendar days of the sample date, an additional set of specimens to the QA Lab for TSR testing (Split Sample Required).
 2. Option 2
Mix sampled from truck at plant with one set of specimens prepared by the Contractor and then tested jointly by QA and QC at a mutually agreed upon lab site within the first seven (7) calendar days after beginning production of each new mix design. Specimens shall be tested on either a recording test press or a test press that maintains the peak load reading after the specimen has broken.

Additional TSR testing required prior to mix production in accordance with above procedures is required when a change is made in anti-strip additive dosage or when a new anti-strip additive source or grade is utilized, unless otherwise approved. Other TSR test(s) may be directed as deemed necessary. TSR testing not required for mix verification, but may be performed at that time.

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(3) Control Charts

Maintain standardized control charts furnished by the Department at the field laboratory. For mix incorporated into the project, record test data from all regularly scheduled random samples or directed samples which replace regularly scheduled random samples, on control charts the same day the tests results are obtained. Process Control (PC) test results shall not be plotted on control charts nor reported to Quality Assurance Laboratory.

Results of quality assurance tests performed by the Engineer will be posted on the Contractor's control charts as data becomes available.

Record the following data on the standardized control charts:

(a) Aggregate Gradation Test Results:

1. 1/2" (Types P57 & FC-2 Mod. Only)
2. 3/8" (Excluding Type P57)
3. No. 4
4. No. 8
5. No. 200 Sieves

(b) Binder Content, %, P_b

Both the individual test values and the moving average of the last 4 data points shall be plotted on each chart. The Contractor's test data shall be shown in black and the moving average in red. The Engineer's assurance data will be plotted in blue. Denote the warning control limits with a dash green line, the moving average control limits with a dashed blue line, and individual test limits with a dash red line.

Maintain a continuous moving average with the following exceptions. Re-establish a new moving average only when:

1. A change in the binder percentage or aggregate blend is made in the JMF, or,
2. When the Contractor elects to stop or is required to stop production after one or two moving average values, respectively, fall outside the warning limits or,
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.

In addition, re-establish the moving averages for all mix properties. Moving averages will not be re-established when production stoppage occurs due to an individual test result exceeding the individual test limits and/or specifications.

All individual test results for regularly scheduled samples or directed samples which replace regularly scheduled samples are part of the plant quality control record and shall be included in moving average calculations with the following exception. When the Contractor's testing data has been proven incorrect, use the correct data as determined by the Engineer in lieu of the Contractor's data to

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determine the appropriate pay factor. In this case, replace the data in question and any related data proven incorrect.

(4) **Control Limits**

The following are established as control limits for mix production. Control limits for the warning and moving average limits are based on a moving average of the last 4 data points. Apply all control limits to data given on the job mix formula.

Mix Control Criteria	Control Limits, %		
	Warning	Moving Average	Individual Test
Asphalt Binder Content	+/-0.3	+/-0.5	+/-0.7
1/2" Sieve (Types P57 & FC-2 Mod)	+/-4.0	+/-5.0	+/-8.0
3/8" Sieve (Excluding Type P57)	+/-4.0	+/-5.0	+/-8.0
No. 4 Sieve	+/-4.0	+/-5.0	+/-8.0
No. 8 Sieve	+/-4.0	+/-5.0	+/-8.0
No. 200 Sieve	+/-1.5	+/-2.0	+/-2.5
TSR (Ultrathin Only)	N/A	N/A	15%

(5) **Warning Bands**

Warning bands are defined as the area between the warning limits and moving average limits

(6) **Corrective Actions**

All required corrective actions are based upon initial test results and shall be taken immediately upon obtaining those results. In the event situations occur which warrant more than one corrective action and/or adjustment, give precedence to the more severe of these actions. Stopping production when required takes precedence over all other corrective actions. Document all corrective actions.

Immediately cease production and immediately notify the Engineer when any of the following occur:

- (a) When an individual test result for a mix control criteria exceeds both the individual test control limits and the applicable specification design criteria, or,
- (b) When two consecutive field TSR values fail to meet the minimum specification requirement, or,
- (c) When two consecutive binder content test results exceed the individual limits.

Do not resume normal plant production until one of the following has occurred:

- (a) Option 1 - Approval has been granted by the appropriate QA Supervisor.
- (b) Option 2 - The mix in question has been satisfactorily verified. Normal production may resume based on the approval of the contractor's Level II technician, provided notification and the verification test results have been furnished to the QA Laboratory.

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Failure to fully comply with one of the above provisions will result in immediate production stoppage by the Engineer. Normal production shall not then resume until a complete reverification process has been performed and approved by the Engineer.

Acceptance of all mix failing to meet the individual test control or minimum TSR requirements as described above will be determined in accordance with Article 105-3. In addition, any mix, which is deemed unacceptable, will be rejected for use in the work.

Failure to stop production when required due to an individual mix test not meeting the specified requirements shall subject all mix from the stop point tonnage to the point when the next individual test is back on or within the warning limits, or to the tonnage point when production is actually stopped, whichever occurs first, to being considered unacceptable.

Failure to stop production when required due to two consecutive TSR tests failing to meet the specification requirements will subject all mix from the stop point tonnage to the point when the next TSR test meets or exceeds the specification requirement, or to the tonnage point when production is actually stopped, whichever occurs first, to being considered unacceptable.

In either case, remove and replace this mix with materials that comply with the specifications at no additional costs to the Department, unless otherwise approved. Payment will be made for the actual quantities of materials required to replace the removed quantities, not to exceed the original amounts.

Immediately notify the Engineer when any moving average value exceeds the warning limit. If two consecutive moving average values for any one of the mix control criteria fall outside the warning limits, cease production of that mix and make adjustments. The Contractor may elect to stop production after only one moving average value falls outside the warning limits. In either case, do not determine a new moving average until the fourth test after the elective or mandatory stop in production.

Do not resume normal plant production until one of the following has occurred:

- (a) Option 1 - Approval has been granted by the appropriate QA Supervisor.
- (b) Option 2 - The mix in question has been satisfactorily verified. Normal production may resume based on the approval of the contractor's Level II technician, provided notification and the verification test results have been furnished to the QA Laboratory.

Failure to fully comply with one of the above provisions will result in immediate production stoppage by the Engineer. Normal production shall not then resume until a complete reverification process has been performed and approved by the Engineer.

If the process adjustment improves the property in question such that the moving average after four additional tests is on or within the warning limits, the Contractor may continue production with no reduction in payment.

If the adjustment does not improve the property in question such that the moving average after four additional individual tests stays in the warning bands, the mix will be considered

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not to be within reasonably close conformity, but reasonably acceptable. Reduced payment for the mix in question will be applied starting from the plant sample tonnage at the stop point to the sample tonnage when the moving average is on or within the warning limits in accordance with the following table.

Payment for Mix Produced in the Warning Bands

Mix Property	Pay Factor Percent Bid Price for Mix**
1/2" Sieve (Types P57 & FC-2 Mod. Only)	90
3/8" (Excluding Type P57)	90
No. 4	90
No. 8	90
No. 200	90
Asphalt Binder Content	85

** When two or more properties are in question, only the lower pay factor will be applied to the mix unit bid price.

If the adjustment does not improve the property in question such that the moving average after four additional tests exceeds the moving average control limits, the mix will be considered not to be within reasonably close conformity with specifications. If the Engineer determines the mix is reasonably acceptable based on test data and an inspection of the completed pavement and allows it to remain in place, the mix will be accepted in accordance with Article 105-3. If the mix is determined to be unacceptable, the mix will be removed and replaced with materials that comply with the specifications. In either case, the adjustment or removal, respectively, for the mix in question will be applied starting from the plant sample tonnage at the stop point to the sample tonnage when the moving average is on or within the warning limits. In addition, any mix that is deemed unacceptable will be rejected for use in the work.

Failure to stop production and make adjustments when required due to two consecutive moving average values falling outside the warning limits will subject all mix produced from the stop point tonnage to the tonnage point when the moving average is back on or within the warning limits or to the tonnage point when production is actually stopped, whichever occurs first, to being considered unacceptable. Remove this material and replaced with materials which comply with the specifications at no additional costs to the Department, unless otherwise approved. Payment will be made for the actual quantities of materials required to replace the removed quantities, not to exceed the original amounts.

(7) Allowable Retesting for Mix Deficiencies

The Contractor may elect to resample and retest for plant mix deficiencies when individual QC test(s) exceed one or more mix property target(s) by more than the tolerances indicated below. Perform the retesting within 10 days after initial test results are determined. Retesting shall be approved prior to being performed and in accordance with the Department's Guidelines for Retests of Plant Mix Deficiencies as shown in the *HMA/QMS Manual*. The Contractor, under the supervision of the Department's QA personnel will perform these retests. Retests

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for any mix deficiency other than as listed below will not be allowed unless otherwise permitted. Acceptance of the mix in question will be based on the retest data in accordance with Article 105-3.

The Department reserves the right to require the Contractor to resample and retest at any time or location as directed.

(a) % Binder Content	--	by more than +/- 1.0%
(b) 1/2" Sieve (Types P 57 & FC-2 Mod)	--	by more than +/- 9.0%
(c) 3/8" Sieve (Excluding Type P 57)	--	by more than +/- 9.0%
(d) No. 4 sieve	--	by more than +/- 9.0%
(e) No. 8 sieve	--	by more than +/- 9.0%
(f) No. 200 sieve	--	by more than +/- 3.0%
(g) TSR (Ultrathin only)	--	by more by more than -15% from Specification limit

(8) Documentation (Records)

Document all quality control observations, records of inspection, samples taken, adjustments to the mix, and test results on a daily basis. Note the results of observations and records of inspection as they occur in a permanent field record. Record adjustment to mix production and test results on forms provided.

Identify any additional quality control samples taken and tested at times other than the regularly scheduled random samples or directed samples which take the place of regularly scheduled as process control (PC) samples on the appropriate forms. Process Control test results shall not be plotted on control charts nor reported to Quality Assurance Laboratory. Process control sample test results are for the Contractor's informational purposes only.

Make all such records available to the Engineer, upon request, at any time during project construction. Complete all QC records and forms and distribute in accordance with the most current edition of the Department's *HMA/QMS Manual*. Maintain all QC records, forms and equipment calibrations for a minimum of 3 years from their completion date. Failure to maintain QC records and forms as required, or to provide these records and forms to the Engineer upon request, may result in production and/or placement stoppage until the problem is resolved.

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 are determined not to be acceptable, remove and replace with mix that complies with the Specifications. Payment will be made for the actual quantities of

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materials required to replace the falsified quantities, not to exceed the original amounts.

Quality Assurance

The Department's quality assurance program will be conducted by a certified QMS technician(s) and will be accomplished in the following ways:

Plant Mix Quality Assurance

- (A) By conducting assurance testing of split samples obtained by the Contractor at a frequency equal to or greater than 5% of the frequency required of the Contractor;
- (B) By periodically observing sampling and testing procedures performed by the Contractor;
- (C) By monitoring required control charts exhibiting test results of control parameters;
- (D) By directing the Contractor to take additional samples at any time and any location during production (in lieu of the next scheduled random sample for that increment);
- (E) By conducting verification sampling and testing on samples taken independently of the Contractor's quality control samples at a frequency equal to or greater than 10% of the QC sample frequency; or
- (F) By any combination of the above

The Engineer will periodically obtain quality assurance and verification samples for testing independently of the Contractor's quality control process. 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 Engineer may select any or all split samples for assurance testing.

Results of quality assurance tests will be provided to the Contractor within 3 working days after the sample has been obtained, except for verification TSR test results which will be provided within 7 calendar days.

Limits of Precision

Differences between the Contractor's and the Department's split sample test results will be considered acceptable if within the following limits of precision:

Mix Property	Acceptable Limits of Precision
Asphalt Binder Content	±0.5 %
1/2" Sieve (Types P 57 & FC-2 Mod. Only)	±6.0 %
3/8" Sieve (Excluding Type P 57)	±5.0 %
No. 4 Sieve	±5.0 %
No. 8 Sieve	±5.0 %
No. 200 Sieve	±2.0 %
TSR (Ultrathin HMA Only)	±15.0 %

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

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- (A) QA test results of QC split sample does not meet above limits of precision, or
- (B) QA test results of QC split sample does not meet the individual test control limits or the specification requirements, or
- (C) QA verification sample test results exceed the allowable retesting tolerances.

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

- (A) Joint testing of any remaining split samples,
- (B) Review and observation of the QC technician's sampling and testing procedures,
- (C) Evaluation and calibration of QC testing equipment, and/or
- (D) Comparison testing of other retained quality control samples

If additional mix samples or core samples are necessary to resolve the difference, these samples will be taken as directed and tested jointly by the Contractor's quality control and Department's quality assurance personnel. If reasons for the difference cannot be determined, payment for the mix in question will be determined in accordance with Article 105-3. If the reason for the difference is determined to be an error or other discrepancy in the quality control test results, the applicable quality assurance test results or verification test results will be used to determine compliance with the applicable mix specification requirements.

The Engineer will periodically witness the sampling and testing being performed by the Contractor. If the Engineer observes that the sampling and quality control tests are not being performed in accordance with the applicable test procedures, the Engineer may stop production until corrective action is taken. The Engineer will promptly notify the Contractor of observed deficiencies, both verbally and in writing. The Engineer will document all witnessed samples and tests.

Acceptance

The Engineer will base final acceptance of the mix on the results of random testing made on split samples during the assurance process and validation of the Contractor's quality control process.

Measurement and Payment

Produce and construct all asphalt mixtures and pavements in accordance with these Specifications. There will be no direct payment for work covered by this specification. Payment at the contract unit prices for the various asphalt items will be full compensation for all work covered by these specifications.

ASPHALT PAVEMENTS - SUPERPAVE:

(7-18-06) (Rev 12-16-08)

SP6R01

Revise the *2006 Standard Specifications* as follows:

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Page 6-2, Article 600-9 Measurement and Payment, delete the second paragraph.

Page 6-12, Subarticle 609-5(C)2, Required Sampling and Testing Frequencies, first partial paragraph at the top of the page, delete last sentence and add the following:

If the Engineer allows the mix to remain in place, payment will be made in accordance with Article 105-3.

Page 6-12, Subarticle 609-5(C)2, QUALITY CONTROL MINIMUM SAMPLING AND TESTING SCHEDULE

First paragraph, delete and replace with the following.

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

Second paragraph, delete the fourth sentence, and replace with the following

When daily production of each mix design exceeds 100 tons and a regularly scheduled full test series random sample location for that mix design does not occur during that day's production, perform at least one partial test series consisting of Items A and B in the schedule below.

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

or ASTM D 2041

Page 6-13, last line and on page and Page 6-14, Subarticle 609-5(C)(2)(e) Retained Tensile Strength, add a heading before the first paragraph as follows:

(i) Option 1

Insert the following immediately after the first paragraph:

(ii) Option 2

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

Second paragraph, delete and replace with the following:

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Test all TSR specimens required by either option noted above on either a recording test press or a test press that maintains the peak load reading after the specimen has broken.

Subarticle 609-5(C)(3) Control Charts, delete the second sentence of the first paragraph and replace with the following:

For mix incorporated into the project, record full test series data from all regularly scheduled random samples or directed samples that replace regularly scheduled random samples, on control charts the same day the test results are obtained.

Page 6-15, Subarticle 609-5(C)(3) Control Charts, first paragraph on this page, delete the last sentence and substitute the following:

Denote the moving average control limits with a dash green line and the individual test limits with a dash red line.

Subarticle 609-5(C)(3)(a), (b) and (c), replace (a) (b) and (c) with the following:

- (a) A change in the binder percentage, aggregate blend, or G_{mm} is made on the JMF, or,
- (b) When the Contractor elects to stop or is required to stop production after one or two moving average values, respectively, fall outside the moving average limits as outlined in subarticle 609-5(C)6 or,
- (c) If failure to stop production after two consecutive moving averages exceed the moving average limits occurs, but production does stop at a subsequent time, re-establish a new moving average beginning at the actual production stop point.

Subarticle 609-5(C)(4) Control Limits, replace the first paragraph and the CONTROL LIMITS Table on page 6-16 with the following.

The following are established as control limits for mix production. Apply the individual limits to the individual test results. Control limits for the moving average limits are based on a moving average of the last 4 data points. Apply all control limits to the applicable target source.

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CONTROL LIMITS

Mix Control Criteria	Target Source	Moving Average Limit	Individual Limit
2.36 mm Sieve	JMF	±4.0 %	±8.0 %
0.075mm Sieve	JMF	±1.5 %	±2.5 %
Binder Content	JMF	±0.3 %	±0.7 %
VTM @ N _{des}	JMF	±1.0 %	±2.0 %
VMA @ N _{des}	Min. Spec. Limit	-0.5%	-1.0%
P _{0.075} / P _{be} Ratio	1.0	±0.4	±0.8
% G _{mm} @ N _{ini}	Max. Spec. Limit	N/A	+2.0%
TSR	Min. Spec. Limit	N/A	- 15%

Page 6-16, Subarticle 609-5(C)(5) Warning Bands, delete this subarticle in its entirety.

Pages 6-16 through 6-19, Subarticle 609-5(C)(6), delete the word "warning" and substitute the words "moving average".

Page 6-16, Subarticle 609-5(C)(6) Corrective Actions, first paragraph, first sentence, delete and replace with the following:

Immediately notify the Engineer when moving averages exceed the moving average limits.

Page 6-17, third full paragraph, delete and replace with the following:

Failure to stop production when required due to an individual mix test not meeting the specified requirements will subject all mix from the stop point tonnage to the point when the next individual test is back on or within the moving average limits, or to the tonnage point when production is actually stopped, whichever occurs first, to being considered unacceptable.

Sixth full paragraph, delete the first, second, and third sentence and replace with the following:

Immediately notify the Engineer when any moving average value exceeds the moving average limit. If two consecutive moving average values for any one of the mix control criteria fall outside the moving average limits, cease production of that mix, immediately notify the Engineer of the stoppage, and make adjustments. The Contractor may elect to stop production after only one moving average value falls outside the moving average limits.

Page 6-18, Subarticle 609-5(C)(6) Corrective Actions second full paragraph, delete and replace with the following:

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If the process adjustment improves the property in question such that the moving average after four additional tests is on or within the moving average limits, the Contractor may continue production with no reduction in payment

Page 6-18, delete the third and fourth full paragraphs, including the Table for Payment for Mix Produced in the Warning Bands and substitute the following:

If the adjustment does not improve the property in question such that the moving average after four additional individual tests is outside the moving average limits, the mix will be evaluated for acceptance in accordance with Article 105-3. Reduced payment for or removal of the mix in question will be applied starting from the plant sample tonnage at the stop point to the sample tonnage when the moving average is on or within the moving average limits. In addition, any mix that is obviously unacceptable will be rejected for use in the work.

Page 6-19, First paragraph, delete and replace with the following:

Failure to stop production and make adjustments when required due to two consecutive moving average values falling outside the moving average limits will subject all mix produced from the stop point tonnage to the tonnage point when the moving average is back on or within the moving average limits or to the tonnage point when production is actually stopped, whichever occurs first, to being considered unacceptable. Remove this material and replaced with materials that comply with the Specifications at no additional costs to the Department, unless otherwise approved. Payment will be made for the actual quantities of materials required to replace the removed quantities, not to exceed the original amounts.

Page 6-20, Subarticle 609-5(D)(1) General, delete the third full paragraph, and replace with the following:

Perform the sampling and testing at the minimum test frequencies as specified above. Should the density testing frequency fail to meet the minimum frequency as specified above, all mix without the required density test representation will be considered unsatisfactory. If the Engineer allows the mix to remain in place, payment will be made in accordance with Article 105-3.

Page 6-22, Subarticle 609-5(D)(4) Nuclear Gauge Density Procedures, third paragraph, insert the following as the second sentence:

Determine the Daily Standard Count in the presence of the QA Roadway Technician or QA Nuclear Gauge Technician on days when a control strip is being placed.

Page 6-23, Subarticle 609-5(D)(5) Limited Production Procedure, delete the first paragraph including (a), (b), (c) and substitute the following:

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Proceed on limited production when, for the same mix type and on the same contract, one of the following conditions occur (except as noted in the first paragraph below).

- (a) Two consecutive failing lots, except on resurfacing*
- (b) Three consecutive failing lots on resurfacing*
- (c) Two consecutive failing nuclear control strips.

* Resurfacing is defined as the first new uniform layer placed on an existing pavement.

Page 6-25, Article 609-6 Quality Assurance, Density Quality Assurance, insert the following items after item (E):

- (F) By retesting Quality Control core samples from control strips (either core or nuclear) at a frequency of 100% of the frequency required of the Contractor;
- (G) By observing the Contractor perform all standard counts of the Quality Control nuclear gauge prior to usage each nuclear density testing day; or
- (H) By any combination of the above

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

Substitute 20% for 15%

Fifth paragraph, first, second and third sentences:

Substitute 20% for 15%

Page 6-28, Subarticle 610-3(A) Mix Design-General, add the following as the fourth paragraph:

Reclaimed Asphalt Pavement (RAP) or Reclaimed Asphalt Shingles (RAS) may be incorporated into asphalt plant mixes in accordance with Article 1012-1 and the following applicable requirements.

Page 6-35, Table 610-3 delete and replace with the following:

**TABLE 610-3
ASPHALT PLACEMENT- MINIMUM TEMPERATURE REQUIREMENTS**

Asphalt Concrete Mix Type	Minimum Air Temperature	Minimum Surface Temperature
ACBC, Type B 25.0B, C, B 37.5C	35°F	35°F
ACIC, Type I 19.0B, C, D	35°F	35°F

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ACSC, Type S 4.75A, SF 9.5A, S 9.5B	40°F	50°F*
ACSC, Type S 9.5C, S 12.5C	45°F	50°F
ACSC, Type S 9.5D, S 12.5D	50°F	50°F

* 35°F if surface is soil or aggregate base for secondary road construction.

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

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

Page 6-50, Article 610-13 Density Acceptance, delete the second paragraph and replace with the following:

As an exception, when the first layer of mix is a surface course and is being placed directly on an unprimed aggregate or soil base, the layer will be included in the "Other" construction category.

Page 6-53, Article 620-4 Measurement and Payment, sixth paragraph, delete the last sentence.

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

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

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

Type of Coat	Grade of Asphalt	Asphalt Rate gal/yd²	Application Temperature °F	Aggregate Size	Aggregate Rate lb./sq. yd. Total
Sand Seal	CRS-2 or CRS-2P	0.22-0.30	150-175	Blotting Sand	12-15

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

(5) Sand Seal

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

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

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

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

Page 6-76, Article 661-1 Description, add the following as the 2nd paragraph:

Provide and conduct the quality control and required testing for acceptance of the UBWC in accordance with "Quality Management System for Asphalt Pavements (OGAFC, PADL, and Ultra-Thin HMA Version)", included in the contract.

Page 6-80, Subarticle 661-3(A) Equipment, add the following as the first paragraph:

Use asphalt mixing plants in accordance with Article 610-5.

Page 10-41, Table 1012-1, delete the last row of entries for OGAFC and add the following:

Mix Type	Course Aggregate Angularity ^(b) ASTM D5821	Fine Aggregate Angularity % Minimum AASHTO T304 Method A	Sand Equivalent % Minimum AASHTO T176	Flat & Elongated 5:1 Ratio % Maximum ASTM D4791 Section 8.4
S 9.5 D	100/100	45	50	10
OGAFC	100/100	N/A	N/A	10
UBWC	100/85	40	45	10

Delete Note (c) under the Table 1012-1 and replace with the following:

(c) Does not apply to Mix Types SF 9.5A and S 9.5B.

Page 10-43 through 10-45, Subarticle 1012-1(G), delete this in its entirety and replace with the following:

(G) Reclaimed Asphalt Pavement (RAP)

(1) Mix Design RAP

Incorporate RAP from stockpiles or other sources that have been tested for uniformity of gradation and binder content prior to use in an asphalt mix design. Use reclaimed asphalt pavement that meets all requirements specified for *one of* the following *two* classifications.

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(a) Millings

Existing reclaimed asphalt pavement (RAP) that is removed from its original location by a milling process as specified in Section 607. Millings should be such that it has a uniform gradation and binder content and all materials will pass a 2" sieve prior to introduction into the plant mixer unit.

(b) Processed RAP

RAP that is processed in some manner (possibly by crushing and/or use of a blending method) to produce a uniform gradation and binder content in the RAP prior to use in a recycled mix. Process RAP so that all materials have a uniform gradation and binder content and will pass a 2" sieve prior to introduction into the plant mixer unit.

(2) Mix Production RAP

During mix production, use RAP that meets the criteria for one of the following categories:

(a) Mix Design RAP

RAP contained in the mix design stockpiles as described above may be used in all applicable JMFs. These stockpiles have been pretested; however, they are subject to required QC/QA testing in accordance with Subarticle 609-5(C)(2).

(b) New Source RAP

New Source RAP is defined as any acceptable material that was not included in the stockpile or other source when samples were taken for mix design purposes. Process new source RAP so that all materials have a uniform gradation and binder content and will pass a 2" sieve prior to introduction into the plant mixer unit.

After a stockpile of processed RAP or millings has been sampled and mix designs made from these samples, do not add new source RAP to the original stockpile without prior field testing to insure gradation and binder uniformity. Sample and test new source RAP before blending with the existing stockpile.

Store new source RAP in a separate stockpile until the material can be sampled and tested for comparison with the original recycled mix design data. New source RAP may also be placed against the existing

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stockpile in a linear manner provided it is sampled for mix design conformity prior to its use in the recycled mix.

Unprocessed RAP is asphalt material that was not milled and/or has not been processed to obtain a uniform gradation and binder content and is not representative of the RAP used during the applicable mix design. Unprocessed RAP shall not be incorporated into any JMFs prior to processing. Different sources of unprocessed RAP may be stockpiled together provided it is generally free of contamination and will be processed prior to use in a recycled mix. RAP contamination in the form of excessive dirt, debris, clean stone, concrete, etc. will not be allowed. Incidental amounts of dirt, concrete, and clean stone may be acceptable. Unprocessed RAP may be processed and then classified as a new source RAP as described above.

Field approval of new source RAP will be based on Table 1012-2 below and volumetric mix properties on the mix with the new source RAP included. Provided the Table 1012-2 tolerances are met, volumetric properties of the new mix will then be performed. If all volumetric mix properties meet the mix design criteria for that mix type, the new source RAP may continue to be used.

If the gradation, binder content, or any of the volumetric mix properties are not within the allowable tolerances of Table 1012-2, do not use the new source RAP unless approved by the Engineer. The Contractor may elect to either not use the stockpile, to request an adjustment to the JMF, or to redesign the mix.

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ADJUSTMENT OF VALVE BOXES, MANHOLES, AND METER BOXES

Valve boxes, manholes, and meter boxes shall be adjusted in accordance with Section 858 of the Standard Specifications. This item consists of raising or lowering existing manholes and valve boxes to match the finished surface grade.

Adjustment to manholes, meter boxes, and valve boxes on this project shall be made by the use of an approved Rapid Set Grout, Mortar, or Concrete that will take full set and become load bearing within sixty minutes of placement. A list of approved materials will be furnished to the Contractor by the engineer.

The Contractor shall replace worn manhole rings and covers, worn meter box frames and covers, and worn valve box frames and covers, as directed by the Engineer, with a new ring/frame and cover assembly. These assemblies will be furnished at no cost to the Contractor by the Department or utility owner.

The Contractor shall construct a temporary ramp of bituminous plant mix around all structures that have been adjusted, unless otherwise directed by the Engineer.

Basis of payment will be under Adjustment of Manholes or Adjustment to Valve Boxes, per each.

SEEDING & MULCHING

All seeding and mulching of assigned projects will be accomplished by state forces.

DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project. Existing concrete driveways will be removed by state forces in widened areas on widening projects. The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract. Any driveway paved by a Contractor, which ties into a NCDOT system road being paved by the Contractor, must be paved either prior to the road-paving project or after its completion.

PAYMENT TO CONTRACTOR

The contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. Compensation for all pay items shall be in accordance with the *Standard Specifications*. The amount of partial payments will be based on the work accomplished and accepted at the last day of the approved pay period.

Request for payment shall be made by Contractor's Invoice submitted to:

North Carolina Department of Transportation
Attention: R. Preston Hunter, PE
1629 Hwy 258 South
Kinston, NC 28504

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All invoice items and unit costs shall correspond to contract pay items. In the event of error or discrepancy in items or unit costs, the Department may return the invoice to the Contractor for correction.

Form DBS-IS must be included with all requests for payment in order for that request to be processed. Information included on this form shall reflect actual payments made to DBE/MBE/WBE firms. It is available for download at <http://www.ncdot.org/doh/forms/files/DBE-IS.xls>. A responsible fiscal officer of the payee firm who can attest to the date and amounts of the payments shall certify that the accounting is correct. No retainage for individual projects assigned under this contract will be held. One hundred percent (100%) payment shall be made after successful completion of each project as verified by the final inspection

RETAINAGE AND PROMPT PAYMENT

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 contractor, 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 a 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.

The Contractor may withhold up to 3% retainage if any subcontractor does not obtain a payment and performance bond for their portion of the work. If any retainage is held on subcontractors, all retainage shall be released within seven calendar days of satisfactory completion of all work. For the purpose of release of retainage, satisfactory completion is defined as completion of all physical elements and corresponding documentation as defined in the contract, as well as agreement between the parties as to the final quantities for all work performed in the subcontract. The Department will provide internal controls to expedite the determination and processing of the final quantities for the satisfactorily completed subcontract portions of the project.

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.

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PAVEMENT MARKING

Pavement markings for the projects covered by this contract will be accomplished by state forces.

Milling Asphalt Pavement

All milling required in this contract shall be in accordance with Section 607 of the Standard Specifications except as noted. Section 607-5, Subsection C is deleted. All milling will be paid for at the contract price bid for milling according to the amount in the tier schedule for each project where milling is required. See Mobilization for additional details for minor amounts of milling.

Payment for milling will be made under:

Pay Item	Pay Unit
Milling Asphalt Pavement, 2" to 3"	Square Yard

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE: (PO & MUNICIPALITIES)

(10-16-07)

SP1G68

Policy

It is the policy of the North Carolina Department of Transportation that Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) as defined in *GS 136-28.4* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by State Funds.

Obligation

The Contractor, subcontractor, and sub-recipient shall not discriminate on the basis of race, religion, color, creed, national origin, sex, handicapping condition or age in the performance of this contract. The Contractor shall comply with applicable requirements of *GS 136-28.4* in the award and administration of state funded contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems necessary.

Definitions

Commitment - The approved MBE/WBE participation submitted by the prime contractor during the bidding process.

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Committed MBE/WBE - Any MBE/WBE listed on the MBE/WBE commitment list approved by the Department at the time of bid submission or any MBE/WBE utilized as a replacement for a MBE/WBE firm listed on the commitment list.

Department (DOT)- North Carolina Department of Transportation (See Municipality)

Municipality – The entity letting the contract, when this provision refers to the Department or DOT, it shall mean the municipality, if applicable.

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

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

MBE/WBE – This term is used for convenience only. Minority Business Enterprise and Women Business Enterprise are not interchangeable terms and the goals for either or both are not interchangeable.

Goal - The MBE/WBE participation specified herein

Letter of Intent – Written documentation of the bidder/offeror's commitment to use a MBE/WBE subcontractor and confirmation from the MBE/WBE that it is participating in the contract.

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

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

Form RS-1-D - Form for subcontracts involving MBE/WBE subcontractors attesting to the agreed upon unit prices and extensions for the affected contract items.

North Carolina Unified Certification Program - A program that provides comprehensive information to applicants for certification, such that an applicant is required to apply only once for a MBE/WBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with *49 CFR Part 26*.

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

Contract Goal

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

(A) Minority Business Enterprises 5 %

- (1) *If the goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that Minority Business Enterprises participate in at least the percent of the contract as set forth above as the goal.
- (2) *If the goal is zero*, the Contractor shall continue to recruit the MBEs and report the use of MBEs during the construction of the project. A good faith effort will not be required with a zero goal.

(B) Women Business Enterprises 3 %

- (1) *If the goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that Women Business Enterprises participate in at least the percent of the contract as set forth above as the goal.
- (2) *If the goal is zero*, the Contractor shall continue to recruit the WBEs and report the use of WBEs during the construction of the project. A good faith effort will not be required with a zero goal.

Contract Requirement

The approved MBE/WBE participation submitted by the Contractor shall be the **Contract Requirement**.

Certified Transportation Firms Directory

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

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address bar of your web browser. Only firms identified as MBE/WBE certified in the Directory can be utilized to meet the contract goals.

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

Listing of MBE/WBE Subcontractors in Contract

Only those MBE/WBE firms with current certification are acceptable for listing in the bidder's submittal of MBE/WBE participation. The Contractor shall indicate the following required information:

- (A) *If the goal is more than zero* bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation on the appropriate form (or facsimile thereof) contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE/WBE participation for the contract. If the bidder has no MBE/WBE participation, he shall indicate this on the form "Listing of MBE/WBE Subcontractors" by entering the word or number zero. This form shall be completed in its entirety.
- (B) *If the goal is zero*, bidders at the time the bid proposal is submitted, shall enter the word "zero" or number "0" or if there is participation, add the value on the "Listing of MBE/WBE Subcontractors" (or facsimile thereof) contained elsewhere in the contract documents. . This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.**

Written Documentation – Letter of Intent

The bidder shall submit written documentation of the bidder/offeror's commitment to use MBE/WBE subcontractors whose participation it submits to meet a contract goal and written confirmation from each MBE/WBE, listed in the proposal, indicating their participation in the contract. This documentation shall be submitted on the Department's form titled "Letter of Intent to Perform as Subcontractor". This letter of intent form is available at:

<http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf>. It shall be received in the office of the Engineer no later than fourteen (14) calendar days following opening of bids.

If the bidder fails to submit the letter of intent from each committed MBE/WBE listed in the proposal indicating their participation in the contract, the MBE/WBE participation will not count toward meeting the goal.

Counting MBE/WBE Participation Toward Meeting MBE/WBE Goal of Zero or More

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- (A) If a firm is determined to be an eligible MBE/WBE firm, the total dollar value of the participation by the MBE/WBE will be counted toward the contract requirement. The total dollar value of participation by a certified MBE/WBE will be based upon the value of work actually performed by the MBE/WBE and the actual payments to MBE/WBE firms by the Contractor.
- (B) When a MBE/WBE performs as a participant in a joint venture, the Contractor may count toward its MBE/WBE goal a portion of the total value of participation with the MBE/WBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the MBE/WBE performs with its forces.
- (C) (1) The Contractor may count toward its MBE/WBE goal only expenditures to MBE/WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department (Insert Municipality Name and delete Department, if applicable) will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE/WBE credit claimed for its performance of the work, and other relevant factors.
- (2) A MBE/WBE may enter into subcontracts. Work that a MBE/WBE subcontracts to another MBE/WBE firm may be counted toward the contract goal. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward the contract goal. If a MBE/WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, the MBE/WBE shall be presumed not to be performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to the Department (Insert Municipality Name and delete Department, if applicable) for commercially useful functions. The Department's (Insert Municipality Name and delete Department, if applicable) decision on the rebuttal of this presumption will be final.
- (3) The following factors will be used to determine if a MBE/WBE trucking firm is performing a commercially useful function.

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- (a) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting MBE/WBE goals.
 - (b) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - (c) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - (d) The MBE/WBE may lease trucks from another MBE/WBE firm, including an owner-operator who is certified as a MBE/WBE. The MBE/WBE who leases trucks from another MBE/WBE receives credit for the total value of the transportation services the lessee MBE/WBE provides on the contract.
 - (e) The MBE/WBE may also lease trucks from a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who leases trucks from a non-MBE/WBE is entitled to credit for the total value of transportation services provided by non-MBE/WBE lessees not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.
 - (f) For purposes of this paragraph, a lease shall indicate that the MBE/WBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the MBE/WBE.
- (D) A contractor may count toward its MBE/WBE goals 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from MBE/WBE regular dealer and 100 percent of such expenditures to a MBE/WBE manufacturer.
- (E) A contractor may count toward its MBE/WBE goals the following expenditures to MBE/WBE firms that are not manufacturers or regular dealers:

SPECIAL PROVISIONS

- (1) The fees or commissions charged by a MBE/WBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
- (2) The fees or commissions charged for assistance in the procurement of the materials and supplies, or for transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are not from a manufacturer or regular dealer and provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Good Faith Effort for Projects with Goals more than Zero

If the MBE/WBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the MBE/WBE contract goals, the apparent lowest responsive bidder shall submit to the Engineer documentation of its good faith efforts made to reach each contract goal. One complete set and 9 copies of this information shall be received in the office of the Engineer no later than fourteen (14) calendar days following opening of bids. Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of MBE/WBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Department considers in judging good faith efforts. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

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

- (A) Whether the bidder attended any pre-bid meetings that were scheduled by the Department to inform MBE/WBEs of subcontracting opportunities.
- (B) Whether the bidder provided solicitations through all reasonable and available means (e.g. advertising in newspapers owned and targeted to the MBE/WBEs at least 10 calendar days prior to bid opening). Whether the bidder provided written notice to all MBE/WBEs listed in the NCDOT Directory of Transportation Firms, within the Divisions and surrounding Divisions where the project is located, that specialize in the areas of work (as noted in the MBE/WBE Directory) that the bidder will be subletting.

SPECIAL PROVISIONS

- (C) Whether the bidder followed up initial solicitations of interests by contacting MBE/WBEs to determine with certainty whether they were interested. If a reasonable amount of MBE/WBEs within the targeted Divisions do not provide an intent to quote or no MBE/WBEs specialize in the subcontracted areas, the bidder shall notify MBE/WBEs outside of the targeted Divisions that specialize in the subcontracted areas, and call the Business Development Manager in the NCDOT Office of Civil Rights to give notification of the bidder's inability to get MBE/WBE quotes.
- (D) Whether the bidder selected portions of the work to be performed by MBE/WBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the bidder might otherwise perform these work items with its own forces.
- (E) Whether the bidder provided interested MBE/WBEs with adequate and timely information about the plans, specifications and requirements of the contract.
- (F) Whether the bidder negotiated in good faith with interested MBE/WBEs without rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be noted in writing with a description as to why an agreement could not be reached.
- (G) Whether quotations were received from interested MBE/WBE firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable.
- (H) Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation.
- (I) Whether the bidder made any efforts and/or offered assistance to interested MBE/WBEs in obtaining the necessary equipment, supplies, materials, insurance, and/or bonding to satisfy the work requirements in the bid proposal.
- (J) Any other evidence that the bidder submits which show that the bidder has made reasonable good faith efforts to meet the contract goal.

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

If the Department does not award the contract to the apparent lowest responsive bidder, the Department reserves the right to award the contract to the next lowest responsive

SPECIAL PROVISIONS

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.

MBE/WBE Replacement

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

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

(A) Performance Related Replacement

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

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

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

SPECIAL PROVISIONS

- (4) Efforts made to assist the MBE/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.
- (B) Decertification Replacement**
- (1) When a committed MBE/WBE is decertified by the Department after a Request for Subcontract has been received by the Department, the Department will not require the Prime Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract requirement.
 - (2) When a committed MBE/WBE is decertified prior to the Department receiving a Request for Subcontract for the named MBE/WBE firm, the Prime Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work to meet the contract goal or demonstrate that it has made a good faith effort to do so.

Changes in the Work

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

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

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

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

Reports

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All requests for subcontracts involving MBE/WBE subcontractors shall be accompanied by a certification executed by both the Prime Contractor and the MBE/WBE subcontractor attesting to the agreed upon unit prices and extensions for the affected contract items. This information shall be submitted on the Department Form RS-1-D, located at:

<http://www.ncdot.org/doh/forms/files/FORMRS-1-D.doc> unless otherwise approved by the Engineer. The Department reserves the right to require copies of actual subcontract agreements involving MBE/WBE subcontractors.

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

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

Reporting MBE/WBE Participation

- (A) The Contractor shall provide the Engineer with an accounting of payments made to MBE/WBE firms, including material suppliers, contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:
 - (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.
- (B) The Contractor shall report the accounting of payments on the Department's MBE/WBE Subcontractor Payment Information Form MBE/WBE-IS, which is available at <http://www.ncdot.org/doh/forms/files/MBE/WBE-IS.xls>. This shall be reported to the Engineer.
- (C) Contractors reporting transportation services provided by non-MBE/WBE lessees shall evaluate the value of services provided during the month of the reporting period only.

Prior to payment of the final estimate, the Contractor shall furnish an accounting of total payment to each MBE/WBE. A responsible fiscal officer of the payee contractor,

SPECIAL PROVISIONS

subcontractor, or second tier subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct.

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

Because NCDOT funding is being used to fund this project, failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding on any NCDOT funded projects until the required information is submitted.

Because NCDOT funding is being used to fund this project, failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further working on any State or Federally funded projects until the required information is submitted.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Article 102-16(J) of the *Standard Specifications* may be cause to disqualify the Contractor.

SPECIAL PROVISIONS
STANDARD SPECIAL PROVISION

ERRATA

(11-18-08)

Z-4

Revise the *Standard Specifications for Roads and Structures July 2006* on all projects as follows:

Division 1

Page 1-1, replace AREA - American Railway Engineering Association with ***American Railway Engineering and Maintenance of Way Association***.

Page 1-7, remove **-L-** in middle of page after INVITATION TO BID and before LABORATORY.

Page 1-25, 102-16(R), move 2nd paragraph to left margin. It is not a part of this subarticle, but part of the entire article.

Division 2

Page 2-9, Subarticle 225-1(C), 1st paragraph, 2nd line, last word, add a “d” to make the word grade become ***graded***.

Page 2-15, Subarticle 226-3, 5th paragraph, first line, replace the word *in* with the word ***is***.

Page 2-23, Subarticle 235-4(B)(9), at the end of the sentence, replace finished greater with finished ***grade***.

Page 2-28, Article 260-3, First paragraph, second line, remove the word *foot*.

Division 3

Page 3-13, Article 340-4, Second paragraph, change Flowable Backfill to Flowable ***Fill***

Division 4

Page 4-29, Article 420-13(A) Description, change reference from Section 1082 to ***Article 1081-6***.

Page 4-70, Article 442-13(B) Second sentence, change SSPC Guide 6I to SSPC Guide **6**.

Pages 4-72, 4-74, 4-76, at the top of the page, substitute the heading Section 452 with Section **450**.

Page 4-79, at the top of the page, substitute the heading Section 450 with Section **452**

Page 4-80, change 452-7 to 452-**6** at the top of the page.

Page 4-80, change Pay Item ___Steel Pile Retaining Walls, to ***Sheet*** Pile Retaining Walls.

Page 4-88, 462-4, Title, Replace last word Measurement with the word ***PAYMENT***

Division 5

SPECIAL PROVISIONS

Page 5-8, Article 501-15 Measurement and Payment, delete the 4th paragraph that begins The quantity of lime, measured as provided ...

Division 6

Page 6-3, Article 600-9, 2nd Paragraph on this page, replace 818-5 with 818-4.

Pages 6-30 and 31, Subarticle 610-3(A)(13) Move 2 paragraphs from the margin to the right under the number (13).

Page 6-43, Article 610-8, 4th paragraph, remove the first *the*

Page 6-44, 2nd full paragraph, 1st sentence, delete the first *and* and add *transverse* just before cross-slope control.

Page 6-51, at the top of the page, add **610-14** on the same line, and just before the heading MAINTENANCE.

Page 6-53, Article 620-4 sixth paragraph, second line; the word that should be *which*.

Page 6-66, title, Replace EXISTNG with **EXISTING**

Page 6-66, Article 657-1, Description, first sentence, replace PS/AR (hot-poured rubber asphalt with *hot applied joint sealer*.

Page 6-66, Article 657-2, replace PS/AR (Hot-Poured Rubber Asphalt with the following:

Item	Section
<i>Hot Applied Joint Sealer</i>	1028-2

Page 6-67, at the top of the page, substitute the heading Section 654 with Section **657**.

Page 6-67, Article 657-3 Construction Methods, 2nd paragraph, replace PS/AR sealant with *hot applied joint sealer*.

Page 6-71, 660-9(B)(1), Replace the first sentence of the first paragraph with the following:

Using the quantities shown in *Table 660-1*, apply asphalt material to the existing surface followed by an application of No. 78 M or lightweight aggregate.

Page 6-89; Add a period at the end of the last sentence at the bottom of the page.

Page 6-90, Article 663-5, first paragraph, first sentence, change 50oF to **50°F**; third paragraph, fourth sentence change 325oF to **325°F**.

Division 7

Page 7-12, at the top of the page, substitute the heading Section 710 with Section **700**.

Page 7-15, Article 710-9, 4th paragraph, last line, change 710-11(B) to 710-10(B).

Division 8

SPECIAL PROVISIONS

Page 8-13, Article 808-3, 4th Paragraph, third line, replace Eexcavation with ***Excavation***

Page 8-35, Article 848-2, Item: Replace Cncrete with ***Concrete***

Division 9

Page 9-2, add ***901-3*** just before CONSTRUCTION METHODS

Division 10

Page 10-12, near bottom of page add (***C***) before Proportioning and Mixing of Modified Compositions, which should be bold type.

Page 10-28, at the top of the page, substitute Section 100***6*** for 1005.

Page 10-54, Subarticle 1018-2A), First line, substitute (***B***) for II, third line, substitute (***B***)(***2***) for II-b.

Pages 10-56, 10-58, 10-60 at the top of the page, substitute Section 1018 with Section ***1020***.

Page 10-84, Table 1042-1, Class 2, Maximum, change from 23r to ***23***.

Page 10-84, Article 1042-2 Testing, last sentence, replace the word alterations with the word ***cycles***.

Page 10-100, Table 1056-1, replace on the line for Trapezoidal Tear Strength:

Type 1	Type 2	Type 3		Type 4
		Class A	Class B	Soil Stabilization
<i>45 lb</i>	<i>75 lb</i>	--	--	<i>75 lb</i>

Page 10-116, Subarticle 1070-10, first paragraph, second sentence, add ***or*** just before cold-forged sleeve.

Pages 10-136 through 10-147, at the top of the page, substitute Section 1074 with Section ***1072***.

Page 10-157, Article 1077-11, first paragraph, change the reference from Subarticle 420-18(B) to Subarticle 420-***17***(B).

Page 10-200, Subarticle 1080-14(B), change reference to ASTM D***3359***

Page 10-211, at the top of the page, substitute Section 1081 with Section ***1082***.

Page 10-229, add ***1088-6 BLANK*** on the line above 1088-7 TUBULAR MARKERS.

Page 10-244, add ***1089-10 BLANK*** and ***1089-11 BLANK*** on the lines just above 1089-12 FLAGGER.

Page 10-272, delete Article 1098-6 in its entirety. Renumber Articles 1098-7 through 1098-17 as Articles 1098-6 through 1098-16 consecutively.

SPECIAL PROVISIONS

Division 12

Page 12-21 Add ***1266-2*** just before the heading MATERIALS.

Division 14

Page 14-33, Article 1413-6, first paragraph, first sentence, first line, replace made with ***paid for***.

Division 15

- Page 15-2 add ***1500-4*** just before the heading WEEKEND, NIGHT AND HOLIDAY WORK.
- Page 15-4, Subarticle 1505-3(A)(2), replace the 2nd line with the following: ***Provide shielding or shoring as required under Section 150 or as required elsewhere in the contract.***
- Page 15-5, add ***1505-6*** on the same line and just before the heading MEASUREMENT AND PAYMENT. (Remove the period after PAYMENT.)
- Page 15-6, Article 1505-6(3), delete *in Section 1175* and replace it with *elsewhere in the contract*.
- Page 15-8, add ***1510-4*** on the same line and just before the heading MEASUREMENT AND PAYMENT.
- Page 15-10, substitute **BLANK** for CONSTRUCTION REQUIREMENTS on the same line and just before 1515-4.
- Page 15-10, substitute **CONSTRUCTION REQUIREMENTS** for General Requirements
- Page 15-10, Article 1515-4, add ***(D)*** just before the bolded Fire Hydrants.
- Page 15-13, Article 1520-3, 8th paragraph, add ***pipe*** after diameter.
- Page 15-22, add ***1540-3*** on the same line and just before the heading CONSTRUCTION REQUIREMENTS.
- Page 15-28, Replace 1550-6 METHOD OF MEASUREMENT with ***MEASUREMENT AND PAYMENT***.

Division 16

- Page 16-12, Subarticle 1632-1(C) ¼ Inch hardware cloth, change the minimum width from 24 inches to 48 inches.

Division 17

- Page 17-19, Subarticle 1725-2 Material, Second paragraph, change Article 1098-7 to 1098-8

SPECIAL PROVISIONS

- Page 17-20, Subarticle 1726-2 Material, Second paragraph, change Article 1098-8 to 1098-9

END ERRATA

CONTRACTOR CLAIM SUBMITTAL FORM:

(9-16-08)

RG 140

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the Construction Unit or http://ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/.

Bid Limits

In accordance with GS 136-28.1(b), if the total bid amount of the contract exceeds \$1,200,000.00, the bid will not be considered for award.

FORM W-9

[Rev. 1-92; Rev. 10-94
for Division Contract Use]

Pursuant to Internal Revenue Service Regulations, vendors must furnish their **Taxpayer Identification Number (TIN)** to the State. **If this number is not provided, you may be subject to a 31% withholding on each payment.** To avoid this 31% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information **exactly as it appears on file with the IRS.**

Legal Business Name _____

Address _____

9 Digit Taxpayer Identification Number _____
Social Security Number _____
Federal Employer Identification Number _____

Business Designation (Check One) _____ Individual (Soc.Sec. #)
_____ Sole Proprietorship (Soc.Sec. #)
_____ Partnership (Fed. ID)
_____ Estate/Trust (Fed. ID)
_____ Corporation (Fed. ID)
_____ Public Service Corporation (Fed. ID)
_____ Governmental/Non-Profit (Fed. ID)

Under penalties of perjury, I declare that I have examined this request and to the best of my knowledge and belief, it is true, correct, and complete. I have not been notified by the IRS that I am subject to backup withholding for failure to report income.

Name (Print or Type name of individual-not company) Title (Print or Type)

Signature Date Telephone Number

NON COLLUSION AFFIDAVIT

(To Be Executed and Returned with Quotation)

The person executing this bid solemnly swears (or affirms) that neither he, nor any official, agent, or employee of the bidder has entered into any agreement, restraint of free competitive bidding in connection with this bid.

NAME OF CONTRACTOR _____

SIGNATURE OF CONTRACTOR _____

NOTE - AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to me this the _____
day of _____ 20 ____ .

NOTARY SEAL

(SIGNATURE OF NOTARY PUBLIC)

Of _____ County.

State of _____ .

My Commission Expires: _____ .

North Carolina Department of Transportation BID FORM

**WBS Element: To Be Assigned Surface, Resurface & Widen Various Roads in Greene,
Jones & Lenoir Counties**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	Mobilization (See Special Provisions)	5	EA		
2	Conditioning Existing Base	20	MSY		
3	Asphalt Binder for Plant Mix Grade PG 76-22	80	TONS		
4	Asphalt Binder for Plant Mix Grade PG 64-22	624	TONS		

TIER 1 PAYMENT SCHEDULE

5	Open Graded Asphalt Friction Course, Type FC-1 Mod.	100	TONS		
6	Surface Course, SF9.5A S9.5A & B; Tier 1 (See Special Provisions)	500	TONS		
7	Binder Course, I19.0B Tier 1 (See Special Provisions)	500	TONS		
8	Base Course, B25.0B Tier 1 (See Special Provisions)	500	TONS		
9	Milling Asphalt Pavement 2" to 3" Depth (Tier 1)	1,000	SY		

TIER 2 PAYMENT SCHEDULE

10	Open Graded Asphalt Friction Course, Type FC-1 Mod.	300	TONS		
11	Surface Course, SF9.5A S9.5A & B; Tier 2 (See Special Provisions)	2,000	TONS		
12	Binder Course, I19.0B Tier 2 (See Special Provisions)	1,000	TONS		
13	Base Course, B25.0B Tier 2 (See Special Provisions)	1,000	TONS		
14	Milling Asphalt Pavement 2" to 3" Depth (Tier 2)	3,000	SY		

TIER 3 PAYMENT SCHEDULE

15	Open Graded Asphalt Friction Course, Type FC-1 Mod.	500	TONS		
16	Surface Course, SF9.5A S9.5A & B; Tier 3 (See Special Provisions)	2,500	TONS		
17	Binder Course, I19.0B Tier 3 (See Special Provisions)	1,200	TONS		
18	Base Course, B25.0B Tier 3 (See Special Provisions)	1,200	TONS		
19	Milling Asphalt Pavement 2" to 3" Depth (Tier 3)	5,000	SY		

END TIER SCHEDULES

20	Adjustment of Manholes	10	EA		
21	Adjustment of Water Valves	10	EA		

<i>TOTAL BID FOR PROJECT: \$</i> _____

Total of Items 1-21

CONTRACTOR _____

ADDRESS _____

Federal Identification Number _____ Contractors License Number _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____

THIS SECTION TO BE COMPLETED BY NCDOT

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures.

Reviewed by _____ ***(date)***

Accepted by NCDOT _____ ***Division Engineer*** _____ ***(date)***

