

March 19, 2010

PROJECT: B-5227  
WBS ELEMENT: 42825

CONTRACTING AGENCY  
STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
RALEIGH, NORTH CAROLINA

Request For Proposals For: Bridge Replacement With  
Prestressed Cored Slabs  
Wilkes County  
Bridge Number 24

Proposals subject to the conditions made a part hereof will be received until 2:00 PM, Tuesday, April 27, 2010 and then publicly opened for furnishing the services as described herein.

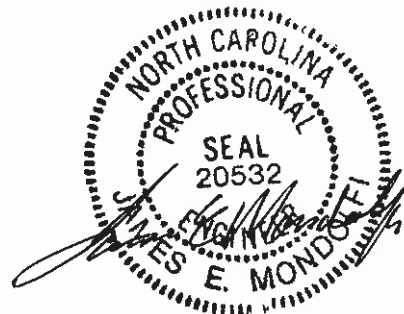
Opening of proposals to be in the Conference Room (N. C. Department of Transportation, Bridge Management Unit), 4809 Beryl Road, Raleigh, NC

Send all proposals directly to the issuing agency:

N. C. DEPARTMENT OF TRANSPORTATION  
BRIDGE MANAGEMENT UNIT  
4809 BERYL ROAD  
RALEIGH, NORTH CAROLINA 27606

ATTENTION: DAN HOLDERMAN, PE

NOTE: Please indicate project number, bridge number and opening date on the bottom left hand corner of your envelope.



3/19/10

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**PRE-QUALIFYING TO BID**

In order to qualify to bid on this contract, all prospective Bidders must attend the Pre-Bid Conference.

All prospective bidders may obtain information and forms for pre-qualifying from:

Contractual Services Unit  
State Contractual Services Engineer:  
Greg Keel, PE  
Tel. (919) 733-7174  
Fax (919) 715-7378

All required pre-qualification statements and documents shall be filed with the State Contractual Services Engineer at least two weeks prior to the date of opening bids.

**PRE-BID CONFERENCE**

All prospective Bidders shall attend a Pre-Bid Conference at the location indicated below. This Conference will be conducted by Department personnel for the purpose of providing additional information about the project and to give Bidders an opportunity to ask any questions they may have. Only bids received from Bidders who have attended and properly registered at the Pre-Bid Conference will be considered.

No questions concerning the project will be answered by any Department personnel at any time except at the Pre-Bid Conference.

The Pre-Bid Conference will not meet the requirements of proper registration unless the individual attending has registered at the Conference in accordance with the following:

1. The individual signs his or her name on the official roster;
2. The individual writes in the name and address of the company he or she represents; and
3. Only one company is shown as being represented by the individual attending.
4. The individual must be an officer or permanent employee of the firm they represent.

Bidders are to meet for the mandatory Pre-Bid Conference at 1:00 PM on Tuesday, April 13, 2010 in the State Bridge Management Unit conference room in the NCDOT Maintenance office building at 4809 Beryl Road which is directly across (south) from the NC State Fairgrounds in Raleigh, Wake County, North Carolina. (SEE PRE-BID LOCATION MAP)

**SPECIAL PROVISION - GENERAL****AVAILABILITY OF FUNDS - TERMINATION OF CONTRACTS**

Payments made 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 schedule 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.

**PREPARATION AND SUBMISSION OF BIDS**

All bids shall be prepared and submitted in accordance with the following listed requirements.

1. The proposal form furnished by the Department shall be used and shall not be taken apart or altered.
2. All entries including signatures shall be written in ink.
3. The amount bid shall be written in figures in the proper place in the proposal form.
4. 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.
5. The bid shall be properly executed. In order to constitute proper execution, the bid shall show the Contractor's name, address, and Federal Identification Number and shall be signed by an authorized representative. If a corporation, the corporate seal shall be affixed. The bid execution shall be notarized by a notary public whose commission is in effect on the date of execution.
6. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
7. The Bidder shall not add any provision reserving the right to accept to reject an award, or to enter into a contract pursuant to an award.
8. The bid shall be accompanied by a bid bond on the form furnished by the Department or by a bid deposit. The bid bond shall be completely and properly executed in accordance with the requirements of "Bid Bond or Bid Deposit". The bid deposit shall be a certified check or cashiers check in accordance with "Bid Bond or Bid Deposit".

9. The bid shall be placed in a sealed envelope (complete proposal) and shall have been delivered to and received by the Department prior to the time specified in the invitation to bid.

#### REJECTION OF BIDS

Any bid submitted which fails to comply with any of the requirements contained herein shall be considered irregular and may be rejected.

#### AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder. The lowest responsible Bidder will be notified that his bid has been accepted and that he has been awarded the contract.

The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Transportation (49 C.F.R., Part 21), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, or national origin.

#### BID BOND OR BID DEPOSIT

Each bid shall be accompanied by a corporate bid bond or a bid deposit of a certified or cashiers check in the amount of at least 5% of the total amount bid for contract. No bid will be considered or accepted unless accompanied by one of the foregoing securities. The bid bond shall be executed by a Corporate Surety licensed to do business in North Carolina and the certified check or cashiers check shall be drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation and made payable to the Department of Transportation in an amount of at least 5% of the total amount bid for the contract. The condition of the bid bond or bid deposit is: the Principal shall not withdraw its bid within 60 days after the opening of the same, and if the contract is awarded to the Principal, the Principal shall within 14 days after the prescribed contract documents are mailed to him for signature, execute such contractual documents as may be required by the terms of the bid and give payment and performance bonds with good and sufficient surety as required for the faithful performance of the contract and for the protection of all persons supplying labor and materials in the prosecution of the work; in the event of the failure of the Principal to enter into such contract and execute such documents as may be required, then the amount of the bid bond shall be immediately paid to the Department as liquidated damages or, in the case of a bid deposit, the deposit shall be forfeited to the Department.

When a bid is secured by a bid bond, the bid bond shall be on the form furnished by the Department. The bid bond shall be executed by both the Bidder and a Corporate Surety licensed under the laws of North Carolina to write such bonds.

The execution by the Bidder shall be in the same manner as required under "Preparation and Submission of Bids" for the proper execution of the bid. The execution by the

Corporate Surety shall be the same as is provided for under "Preparation and Submission of Bids" for the execution of the bid by a corporation. The seal of the Corporate Surety shall be affixed to the bid bond. The bid bond form furnished is for execution of the Corporate Surety by a General Agent or Attorney in Fact. A certified copy of the Power of Attorney shall be attached if the bid bond is executed by a General Agent or Attorney in Fact. The Power of Attorney shall contain a certification that the Power of Attorney is still in full effect as of the date of the execution of the bid bond by the General Agent or Attorney in Fact. If the bid bond is executed by the Corporate Surety by the President, Vice President, or Assistant Vice President, and attested to by the Secretary or Assistant Secretary, then the bid bond form furnished shall be modified for such execution, instead of execution by the Attorney in Fact or the General Agent.

When a bid is secured by a bid deposit (certified check or cashiers check), the execution of a bid bond will not be required.

All bid bonds will be retained by the Department until the contract is executed by the successful Bidder, after which all such bid bonds will be returned to the Bidder or the Surety.

#### PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

(This provision is not applicable if the contract amount is less than \$300,000.)

- (A) The successful Bidder, at the time of the execution of the contract, shall provide a contract 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 the plans, specifications and conditions of the contract. Such bond shall be solely for the protection of the contracting body which awarded the contract.
- (B) The successful Bidder, at the time of the execution of the contract, shall provide a contract 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 a contractor or sub-contractor is liable. The payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which a contractor or subcontractor is liable.

The performance bond and the payment bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina and shall become effective upon the awarding of the construction contract.

Before an award is made, the apparent low bidder will be notified in writing to submit to the Purchasing Section, a performance bond and payment bond each in the amount of 100% of the contract.

**DELIVERY OF BIDS**

All bids (complete proposal) shall be placed in a sealed envelope having the name and address of the Bidder, and the Statement:

“Bid for State Highway Project WBS Element 42825 Bridge No. 24 in Wilkes County.”

on the outside of the envelope. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope addressed to:

N. C. DEPARTMENT OF TRANSPORTATION  
BRIDGE MANAGEMENT UNIT  
4809 BERYL ROAD  
RALEIGH, N. C. 27606

ATTENTION: DAN HOLDERMAN, PE

The outer envelope shall also bear the statement:

“Bid for State Highway Project WBS Element 42825 for Bridge No. 24 in Wilkes County.”

If delivered in person, the sealed envelope shall be delivered to the office of North Carolina Department of Transportation, Bridge Management Unit, 4809 Beryl Road, Raleigh, NC (South of the NC State Fairgrounds, directly south from Dorton Arena). All bids shall be delivered prior to the time specified in the invitation to bid. Bids received after 2:00 P.M., Tuesday, April 27, 2010 will not be accepted.

## PROJECT SPECIAL PROVISIONS

### GENERAL REQUIREMENTS

#### A. SCOPE OF WORK

This work shall consist of furnishing and installing a prestressed cored slab bridge; removal of the existing structure; clearing and grubbing; excavation and embankment; installation of guardrail, roadway base course and pavement; construction of substructure and superstructure; construction of approach slabs; grading; placement of rip rap; temporary erosion control; seeding and mulching; drainage; traffic control and all other incidental items necessary to complete the project as specified and shown on the plans.

Only the construction centerline, control points with a reference station and benchmark location shall be furnished by the Bridge Management Unit on an initial one-time basis. All other engineering, surveying, layout and measurements shall be the responsibility of the contractor.

#### B. LOCATION AND DESCRIPTION

The existing bridge consists of 1 span of length = 40'-7" with a 19'-2" clear roadway width; 8" timber flooring with 1.5" of asphalt wearing surface; on steel I-beams; on timber caps; on timber posts and sills. The existing bridge is located on SR 2428 across Hunting Creek, 0.10 miles south of junction with NC 115. The existing bridge shall be replaced by a two span cored slab bridge with spans of 60' & 25' on a 90 degree skew angle and a 27'-0" clear roadway width. (SEE BRIDGE LOCATION MAP)

#### C. CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this contract is the date the Contractor begins Work, but not before May 18, 2010 or later than June 7, 2010

The completion date for this contract is the date that is **Ninety (90)** consecutive calendar days after and including the date of availability.

The liquidated damages for this contract are Three Hundred and Fifty Dollars (\$350.00) per calendar day. At the preconstruction conference, the Contractor shall declare his expected date for beginning work. Should the Contractor desire revise this date after the preconstruction conference, he shall notify the Engineer in writing at least thirty (30) days prior to the revised date.

#### D. CONSTRUCTION METHODS

The contractor shall perform all construction activities in accordance with the applicable requirements of the NCDOT Standard Specifications for Roads and Structures dated July 2006, except as otherwise specified herein.



Wherever reference is made in the Specifications to information shown in the plans, such information will be furnished by the Engineer.

E. SITE INVESTIGATION AND REPRESENTATION

The Contractor acknowledges that he has satisfied himself as to the nature of the work, and general and local conditions; particularly those bearing on transportation, availability of labor, State Regulations for safety and security of property, roads, and facilities required for the prosecution of the work and all matters which can in any way affect the work or cost thereof under this contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from the responsibility for estimating properly the difficulty of cost of successfully performing the work.

F. CONTROL OF EROSION, SILT AND POLLUTION

Control of erosion, siltation and pollution shall meet the requirements of section 107-13 of the Standard Specifications for Roads and Structures dated July 2006, and as shown on the plans.

The Contractor may, at his option, submit an alternate plan and sequence by submitting 3 copies of the proposed alternate to the Engineer for approval. Approval must be obtained before construction is started on the alternate plan.

In the event the erosion and sedimentation control plan is not followed or properly maintained, all other work shall be suspended until corrections are made.

G. 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 "Material and Tests Manual". However, the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction. All material must be approved by the Engineer prior to being used.

H. TRAFFIC CONTROL

The Contractor will be required to give the Engineer a minimum of two (2) weeks written notice before starting work. The Department will be responsible for erection and maintenance of all stationary work zone signing. The Contractor will be responsible for furnishing, installing, and maintaining all temporary work zone signing, temporary concrete barrier, drums, cones, and flaggers which will be required to maintain traffic at all times during the life of the project. The Department will be responsible for striping and all pavement markings.

All materials used for traffic control shall meet the applicable requirements for Division 10 of the July 2006 Standard Specifications for Roads and Structures.

Temporary work zone signing, flaggers, drums, cones, and temporary concrete barrier shall be placed in accordance with the Manual on Uniform Traffic Control Devices.

Payment for all temporary work zone signing, temporary concrete barrier, flaggers, drums, cones, and other incidental work related to traffic control will be made by lump sum basis under the contract line item "Generic Traffic Control".

#### I. INDEMNIFICATION

The Contractor shall indemnify, defend and save harmless, the State, the Department, and all of its officers, agents and employees from all damages, suits, actions or claims brought of any injuries or damages sustained by any person or property on account of the Contractor's operations in connection with the contract. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the Department for its own negligence, breach of contract, equipment failure or other circumstance of operation beyond the control of the Contractor. The Contractor shall be responsible for and indemnify and save the Department harmless for any and all damages to its property caused by the negligence of the Contractor, its employees or agents in carrying out this contract.

#### J. PROOF OF COVERAGE

Pursuant to N.C.G.S. § 97-19, all contractor/subcontractors of the Department Of Transportation are required 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 contractor/subcontractors stating that it has complied with N.C.G.S. § 97-93 irrespective of whether contractor/subcontractors have regularly in service fewer than three employees in the same business within the State of North Carolina, and contractor/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 occupational disease or injury-by-accident arising out of and in the course and scope of performance of the work insured by the contractor or subcontractor. Proof is to be obtained prior to services beginning.

K. COMPENSATION

The Department agrees to pay the Contractor the total project bid cost including any bid item overruns, minus any liquidated damages, when he has satisfactorily completed the scheduled work described herein.

L. ADDITIONAL COMPENSATION and/or EXTENSION OF COMPLETION DATE

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

M. BASIS OF PAYMENT

Monthly partial payments will be made in accordance with Section 109-4 of the NCDOT Standard Specifications dated July 2006.

N. WORK PROCEDURES AND ASSIGNMENTS

1. ENGINEER

The Engineer for this project through issuance of a purchase order shall be the State Bridge Management Engineer, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

After a purchase order is issued, the Engineer for this project shall be the Division Bridge Maintenance Engineer, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

2. AUTHORITY OF THE ENGINEER

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.

3. CONTRACTOR SUPERVISION

The Contractor shall have a responsible Supervisor for the purpose of supervising, scheduling and coordinating this contract with the Engineer.

4. AVAILABILITY

Provisions shall be made so that a Supervisor can be contacted at any time during the work day during the length of the contract.

O. COMPETITIVE PROPOSALS

Pursuant to the provisions of G.S. 143-54 under penalty of perjury, the signer of this proposal certifies this proposal has not been arrived at collusively nor otherwise in violation of Federal or North Carolina Anti-Trust Laws. All proposals must be signed by the owner or an officer of the firm.

P. ACCEPTANCE AND REJECTION

The right is reserved by the Contracting Agency to accept or reject all proposals or to waive any informality in the proposals.

Q. REMOVAL OF EXISTING STRUCTURE

The Contractor shall be responsible for complete removal of any remaining portion of the existing structures. The Contractor's attention is directed to Article 402-2 of the Standard Specifications.

R. UTILITY CONFLICTS

The Department will be responsible for the adjustment of any utility at the bridge site prior to the date of availability.

S. ASPHALT CONCRETE TYPE B 25.0B AND TYPE S 9.5B

The quantity of Asphalt Concrete Types B 25.0B and S 9.5B measured as provided in Sections 610 of the Standard Specification, including furnishing all materials and placement, shall be paid for at the contract unit price per ton for "Asphalt Concrete Base Course, Type B25.0B" and "Asphalt Concrete Surface Course, Type S 9.5B".

Asphalt Binder for Plant Mix shall be measured as provided in Section 620 of the Standard Specifications. Asphalt Binder for Plant Mix shall be paid for at the contract unit price per ton for "Asphalt Binder for Plant Mix, Type PG 64-22."

The above payment shall be full compensation for completing the items in place. No other separate measurement of payment will be made.

T. CLASS II RIP RAP

Placement of all rip rap shall be in accordance with the Specifications. Compensation for filter fabric used in conjunction with rip rap will be paid for at the unit bid price for Filter Fabric for Drainage.

U. STEEL BEAM GUARDRAIL

Furnish all labor, equipment, materials and incidentals necessary to install guardrail as indicated on the plans, the Roadway Standard Drawings dated July 2006 and the Standard Specifications.

All work covered by this special provision shall be paid for at the unit bid price for "Steel Beam Guardrail".

The cost of guardrail delineators and the concrete barrier rail delineators shall be included in the unit bid price for "Steel Beam Guardrail."

## **GENERAL PROVISIONS**

### **MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:**

(10-16-07)(Rev 10-20-09)

SP1 G67

#### **Policy**

It is the policy of the North Carolina Department of Transportation that Minority Business Enterprises (MBEs) and Women Business Enterprise (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.

*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* - North Carolina Department of Transportation

*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*.

### **Contract Goal**

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

**(A) Minority Business Enterprises 2 %**

- (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 2 %**

- (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 <https://apps.dot.state.nc.us/vendor/directory/> in the 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) Electronic Bids**

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

- (1) The names and addresses of MBE/WBE firms committed to participate in the contract. If the bidder uses the updated listing of MBE/WBE firms shown in Expedite, the bidder may use the dropdown menu to access the name and address of the MBE/WBE firm.
- (2) The contract line numbers and agreed upon unit prices of work to be performed by each MBE/WBE firm. When no figures or firms are entered, the bidder will be considered to have no MBE/WBE participation.

#### **(B) Paper Bids**

- (1) *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. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have MBE/WBE participation indicated on the appropriate form will not be read publicly



during the opening of bids. The Department will not consider these bids for award and the proposal will be returned to the bidder.

- (2) *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.

### **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 a 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 State Contractor Utilization Engineer no later than 12:00 noon of the sixth calendar day 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**

- (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 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 for commercially useful functions. The Department's 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.
  - (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. The value of services performed under lease agreements between the MBE/WBE and Contractor will not count towards the contract requirement.
  - (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:
  - (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 Department 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 State Contractor Utilization Engineer no later than 12:00 noon of the sixth calendar day following opening of bids. Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of 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.

- (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 Director of Business and Opportunity Workforce Development 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 goals.

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 MBE participation as long as the overall MBE goal value of the combined projects is achieved.

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 WBE participation as long as the overall WBE 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 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.

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

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

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

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

### **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.
- (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**

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) Electronic Bids Reporting:

The Contractor shall report the accounting of payments through the Department's Payment Tracking System, which is located at: <https://apps.dot.state.nc.us/Vendor/PaymentTracking/>. The Contractor shall also provide the Engineer an affidavit attesting the accuracy of the information submitted

in the Payment Tracking System. This too shall be submitted for any given month by the end of the following month.

**(C) Paper Bids Reporting:**

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>.

**(D) 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, 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.

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

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from working on any DOT project until the required information is submitted.

**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.



**PROGRESS SCHEDULE:**

(12-18-07)

SP1 G70

Revise the *2006 Specifications* as follows:

**Page 1-72, Article 108-2 Progress Schedule, delete in its entirety and replace with the following:**

The Contractor shall prepare and submit for review and approval a schedule of proposed working progress. This schedule shall be submitted on forms supplied by the Engineer or in a format that is approved by the Engineer. A detailed Critical Path Method (CPM) schedule shall not be submitted to replace the progress schedule details required below.

The proposed progress schedule shall be submitted no later than 7 days prior to the date of the project preconstruction conference and shall be approved before any payments will be processed for the project.

When the Engineer has extended the completion date or if the project overrun is anticipated to exceed 5%, the Contractor may submit a revised progress schedule to the Engineer for review and approval. If plan revisions are anticipated to change the sequence of operations in such a manner as will effect the progress but not the completion date, then the Contractor may submit a revised progress schedule for review and approval but the completion date shall remain unchanged.

The proposed progress schedule shall contain the following items:

- (A) A time scale diagram with major work activities and milestone dates clearly labeled.
- (B) A cash curve corresponding to the milestones and work activities established above.
- (C) A written narrative that explains the sequence of work, the controlling operation(s), intermediate completion dates, milestones, project phasing, anticipated work schedule, and estimated resources. In addition, explain how permit requirements, submittal tracking, and coordination with subcontractors, utility companies and other entities will be performed.

Major work activities are defined as components comprising more than 5% of the total project cost or occupying more than 10% of total contract time and shall include, if applicable, the following:

- Clearing and grubbing
- Grading
- Drainage
- Soil stabilization
- Aggregate base course
- Pavement
- Culverts
- Bridges (including removal)
- Signals, ITS, and lighting
- Overhead signs

Major Milestones are derived from the project construction phasing and shall include, if applicable, the following:

- Start of construction
- Intermediate completion dates or times
- Seasonal limitation/observation periods/moratoriums
- Traffic shifts
- Beginning and end of each traffic control phase or work area
- Road openings
- Completion date

**PAYOUT SCHEDULE:**

1-19-10

SP1G185

Submit an Anticipated Monthly Payout Schedule prior to beginning construction. The Anticipated Monthly Payout Schedule will be used by the Department to monitor funding levels for this project. Include a monthly percentage breakdown (in terms of the total contract amount) of the work anticipated to be completed. The schedule should begin with the date the Contractor plans to begin construction and end with the anticipated completion date. Submit updates of the Anticipated Monthly Payout Schedule on March 15, June 15, September 15, and December 15 of each calendar year until project acceptance. Submit the original Anticipated Monthly Payout Schedule and all subsequent updates to the Resident Engineer with a copy to the State Construction Engineer at 1 South Wilmington Street, 1543 Mail Service Center, Raleigh, NC 27699-1543.

**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 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.

**SUBMISSION OF BIDS - ALTERNATES:**

(7-15-08)

SP1 G91

The *2006 Standard Specifications* are revised as follows:

**Page 1-19, Subarticle 102-8(B)(2) is revised to delete the word “not”.**

**Page 1-27, Subarticle 103-2(B)(4) Electronic Bids, delete and replace with the following:**

Do not enter zero (0) in any unit price field unless zero is the intended bid for that item. Zero will be considered a valid bid. However, where zeros are entered for items that are authorized alternates to those items for which a non-zero bid price has been submitted, zeros will be deemed invalid.

**Page 1-27, Subarticle 103-2(B)(5) Electronic Bids, delete and replace with the following:**

- (5) When the proposal allows alternate bids, the bidder shall submit a unit or lump sum price for every item in the proposal other than items that are authorized alternates to those items for which a bid price has been submitted. Where the bidder submits a unit price other than zero for all items of an authorized alternate, the Department will determine the lowest total price based on the alternates(s) bid.

**MAINTENANCE OF THE PROJECT:**

(11-20-07)

SP1G125

Revise the *2006 Standard Specifications* as follows:

**Page 1-40, Article 104-10 Maintenance of the Project** is amended as follows:

Add the following after the first sentence of the first paragraph.

All guardrail/guiderail within the project limits shall be included in this maintenance.

Add the following as the last sentence of the first paragraph:

The Contractor shall perform weekly inspections of guardrail and guiderail and shall report damages to the Engineer on the same day of the weekly inspection. Where damaged guardrail or guiderail is repaired or replaced as a result of maintaining the project in accordance with this Article, such repair or replacement shall be performed within 7 consecutive calendar days of such inspection report.

**Page 1-41, Article 104-10 Maintenance of the Project** is amended to replace the last sentence of the second paragraph with the following:

The Contractor will not be directly compensated for any maintenance operations necessary, except for maintenance of guardrail/guiderail, as this work will be considered incidental to the work covered by the various contract items. The provisions of Article 104-7, Extra Work, and Article 104-8, Compensation and Record Keeping will apply to authorized maintenance of guardrail/guiderail. Performance of weekly inspections of guardrail/guiderail, and the damage reports required as described above, will be considered to be an incidental part of the work being paid for by the various contract items.

**OUTSOURCING OUTSIDE THE USA:**

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

SP1 G150

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

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

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

**TWELVE MONTH GUARANTEE:**

(7-15-03)

SP1 G145

(A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period

of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Department, and/or for use in excess of the design.

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

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

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

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

### **ACT OF GOD**

(12-19-06)

SP 1 G151

Revise the 2006 Standard Specifications as follows:

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

### **GIFTS FROM VENDORS AND CONTRACTORS:**

(12-15-09)

SPI G152

By Executive Order 24, issued by Governor Perdue, and *N.C. G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

### **EROSION & SEDIMENT CONTROL/STORMWATER CERTIFICATION:**

1-16-07 (Rev 1-15-08)

SP1 G180

#### **General**

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

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

- (A) *Certified Supervisor* – Provide a certified Erosion & Sediment Control Stormwater Supervisor to manage the Contractor and subcontractor(s) operations, insure compliance with Federal, State and Local ordinances and regulations, and to manage the Quality Control Program.
- (B) *Certified Foreman* – Provide a certified, trained foreman for each construction operation that increases the potential for soil erosion or the possible sedimentation and turbidity of surface waters.
- (C) *Certified Installer* – Provide a certified installer to install or direct the installation for erosion or sediment/stormwater control practices.
- (D) *Certified Designer* – Provide a certified designer for the design of the erosion and sediment control stormwater component of reclamation plans and, if applicable, for the design of the project erosion and sediment control stormwater plan.

#### **Roles and Responsibilities**

- (A) *Certified Erosion & Sediment Control Stormwater Supervisor* - The Certified Supervisor shall be responsible for ensuring erosion and sediment/stormwater control is adequately implemented and maintained on the project and conducting the quality control program. The Certified Supervisor shall be on

the project within 24 hours from initial exposure of an erodible surface to the project's final acceptance when questions or concerns arise with Erosion and Sedimentation Control/Stormwater issues. Perform the following duties:

- (1) Manage Operations - Coordinate and schedule the work of subcontractors so that erosion and sediment/stormwater control measures are fully executed for each operation and in a timely manner over the duration of the contract.
  - (a) Oversee the work of subcontractors so that appropriate erosion and sediment/stormwater control preventive measures are conformed to at each stage of the work.
  - (b) Prepare the required weekly erosion control punchlist and submit to the Engineer.
  - (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
  - (d) Implement the erosion and sediment/stormwater control site plans requested.
  - (e) Provide for erosion and sediment/stormwater control methods for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
  - (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
  - (g) Conduct all erosion and sediment/stormwater control work in a timely and workmanlike manner.
  - (h) Fully install erosion and sediment/stormwater control work prior to suspension of the work.
  - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment/stormwater control issues due to the Contractor's operations.
  - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces and/or any location where sediment leaves the Right-of-Way.
  - (k) Have available a set of erosion control plans that has been properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.
  
- (2) Requirements set forth under the NPDES Permit - The Department's NPDES permit outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated E&SC Program. Some of the requirements are, but are not limited to:
  - (a) Control project site waste to prevent contamination of surface or ground waters of the state (i.e. construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste).

- (b) Inspect E&SC/Stormwater devices at least once every 7 calendar days, twice weekly for 303(d) impaired streams, and within 24 hours after a significant rainfall event of 0.5 inches within 24 hours.
  - (c) Maintain an onsite rain gauge and a record of rainfall amounts and dates.
  - (d) Maintain E&SC/Stormwater inspection records for review by Department and Regulatory personnel upon request.
  - (e) Implement approved reclamation plans on all borrow pits and waste sites.
  - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
  - (g) Provide secondary containment for bulk storage of liquid materials.
  - (h) Provide training for employees concerning general E&SC/Stormwater awareness, the NPDES Permit requirements, and the requirements of the *General Permit, NCG010000*.
  - (i) Report violations of the NPDES permit to the Engineer who will notify the DWQ Regional Office within 24 hours.
- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions of permits. The quality control program shall:
- (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
  - (b) Ensure that all operators and/or subcontractor(s) on site have the proper erosion and sediment/stormwater control certification.
  - (c) Notify the Engineer when the required certified erosion and sediment/stormwater control personnel are not available on the job site when needed.
  - (d) Conduct the inspections required by the NPDES permit.
  - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
  - (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
  - (g) Maintain temporary erosion and sediment control devices.
  - (h) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
  - (i) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.
- (B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:
- (1) Foreman in charge of grading activities



- (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
- (3) Foreman in charge of utility activities

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

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

- (C) Certified Installers - Provide at least one onsite, Level I Certified Installer for each of the following erosion or sediment/stormwater control crew:

- (1) Seeding and Mulching
- (2) Temporary Seeding
- (3) Temporary Mulching
- (4) Sodding
- (5) Silt fence or other perimeter erosion/sediment control device installations
- (6) Erosion control blanket installation
- (7) Hydraulic tackifier installation
- (8) Turbidity curtain installation
- (9) Rock ditch check/sediment dam installation
- (10) Ditch liner/matting installation
- (11) Inlet protection
- (12) Riprap placement
- (13) Stormwater BMP installations (such as but not limited to level spreaders, retention/detention devices)
- (14) Pipe installations within jurisdictional areas

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

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

### **Preconstruction Meeting**

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

**Ethical Responsibility**

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

**Revocation or Suspension of Certification**

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

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

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

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

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

Chief Engineer - Operations  
1537 Mail Service Center  
Raleigh, NC 27699-1537

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

The Chief Engineer will hear the appeal and make a decision within 7 days of hearing the appeal. Decision of the Chief Engineer will be final and will be made in writing to the registrant.

If a certification is temporarily suspended, the registrant shall pass any applicable written examination and any proficiency examination, at the conclusion of the specified suspension period, prior to having the certification reinstated.

### **Measurement and Payment**

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

## **ROADWAY PROVISIONS**

### **CLEARING AND GRUBBING**

Clearing and grubbing at the site shall have been performed in accordance with Article 200-3, 200-4 and 200-5 of the Standard Specifications. Perform clearing on this project to the limits established by Method "II" shown on Standard No. 200.02 of the *Roadway Standard Drawings*.

Payment for "Clearing and Grubbing" will be included at the lump sum bid price For "Excavation and Embankment". This price shall be full compensation for all materials, tools, equipment, labor, and for all incidentals necessary to complete the work.

### **EXCAVATION AND EMBANKMENT**

#### Description:

Furnish all labor, equipment, materials, and incidentals necessary to complete applicable items of work defined in Division 2, Division 5, Section 410, Section 412, Section 414, and Section 416 of the July 2006 Standard Specifications for Roads and Structures.

#### Materials:

All material shall conform to the Specifications or any applicable contract special provision.

#### Construction Methods:

All work shall be performed in accordance with the Specifications or any applicable contract special provision.

#### Basis of Payment:

All work covered by this section will be paid for at the contract lump sum price for "Excavation and Embankment".

### **EMBANKMENTS:**

(5-16-06) (Rev 7-21-09)

SP2R18

Revise the *Standard Specifications* as follows:

**Page 2-22, Article 235-3 Materials**, add the following as the second sentence of the second paragraph:

Aerate and dry material containing moisture content in excess of what is required to achieve embankment stability and specified density.

**Page 2-22, Subarticle 235-4(B) Embankment Formation**, add the following:

- (16) Do not place rock or broken pavement in embankment areas where piles or drilled shaft foundations are to be constructed. This shall include but not be limited to piles and foundations for structures, metal signal poles, overhead sign structures, and high mount lighting.

**SHOULDER AND FILL SLOPE MATERIAL:**

(5-21-02)

SP2 R45 A

**Description**

Perform the required shoulder and slope construction for this project in accordance with the applicable requirements of Section 226 of the *2006 Standard Specifications* except as follows:

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

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

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

**Measurement and Payment**

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

**FINE GRADING SUBGRADE, SHOULDERS AND DITCHES:**

(7-21-09)

SP5R01

Revise the *Standard Specifications* as follows:

**Page 5-1, Article 500-1 Description**, replace the first sentence with the following:

Perform the work covered by this section including but not limited to preparing, grading, shaping, manipulating moisture content, and compacting either an unstabilized or stabilized roadbed to a condition suitable for placement of base course, pavement, and shoulders.

**ASPHALT PAVEMENTS - SUPERPAVE:**

(7-18-06)(Rev 10-20-09)

SP6R01

Revise the *2006 Standard Specifications* as follows:

**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) Tensile Strength Ratio (TSR), 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:**

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.

**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	Min Spec. Limit	-1.0%
$P_{0.075} / P_{be}$ Ratio	1.0	±0.4	±0.8

%G <sub>mm</sub> @ N <sub>ini</sub>	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:**

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:**

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, delete the fourth and fifth paragraphs and replace with the following:**

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.

Reclaimed asphalt pavement (RAP) may constitute up to 50% of the total material used in recycled mixtures, except for mix Type S 12.5D, Type S 9.5D, and mixtures containing reclaimed asphalt shingle material (RAS). Reclaimed asphalt shingle (RAS) material may constitute up to 6% by weight of total mixture for any mix. When both RAP and RAS are used, do not use a combined percentage of RAS and RAP greater than 20% by weight of total mixture, unless otherwise approved. When the percent of binder contributed from RAS or a combination of RAS and RAP exceeds 20% but not more than 30% of the total binder in the completed mix, the virgin binder PG grade shall be one grade below (both high and low temperature grade) the binder grade specified in Table 610-2 for the mix type, unless otherwise approved. When the percent of binder contributed from RAS or a combination of RAS and RAP exceeds 30% of the total binder in the completed mix, the Engineer will establish and approve the virgin binder PG grade. Use approved methods to determine if any binder grade adjustments are necessary to achieve the performance grade for the specified mix type.

For Type S 12.5D and Type S 9.5D mixes, the maximum percentage of reclaimed asphalt material is limited to 20% and shall be produced using virgin asphalt binder grade PG 76-22. For all other recycled mix types, the virgin binder PG grade shall be as specified in Table 610-2A for the specified mix type.

When the percentage of RAP is greater than 20% but not more than 30% of the total mixture, use RAP meeting the requirements for processed or fractionated RAP in accordance with the requirements of Section 1012-1.

When the percentage of RAP is greater than 30% of the total mixture, use an approved stockpile of RAP in accordance with Section 1012-1(C). Use approved test methods to determine if any binder grade adjustments are necessary to achieve the performance grade for the specified mix type. The Engineer will establish and approve the virgin asphalt binder grade to be used.

**Page 6-34, Subarticle 610-3(C),**

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

**TABLE 610-2  
SUPERPAVE MIX DESIGN CRITERIA**

Mix Type	Design ESALs Millions (a)	Binder PG Grade (b)	Compaction Levels No. Gyration @		Max. Rut Depth (mm)	Volumetric Properties (c)			
			N <sub>ini</sub>	N <sub>des</sub>		VMA % Min.	VTM %	VFA Min. - Max.	%G <sub>mm</sub> @ N <sub>ini</sub>
S-4.75A(e)	< 0.3	64 -22	6	50	-----	20.0	7.0 - 15.0	-----	-----
SF-9.5A	< 0.3	64 -22	6	50	11.5	16.0	3.0 - 5.0	70 - 80	≤ 91.5
S-9.5B	0.3 - 3	64 -22	7	65	9.5	15.5	3.0 - 5.0	65 - 80	≤ 90.5
S-9.5C	3 - 30	70 -22	7	75	6.5	15.5	3.0 - 5.0	65 - 78	≤ 90.5
S-9.5D	> 30	76 -22	8	100	4.5	15.5	3.0 - 5.0	65 - 78	≤ 90.0
S-12.5C	3 - 30	70 -22	7	75	6.5	14.5	3.0 - 5.0	65 - 78	≤ 90.5
S-12.5D	> 30	76 -22	8	100	4.5	14.5	3.0 - 5.0	65 - 78	≤ 90.0
I-19.0B	< 3	64 -22	7	65	-----	13.5	3.0 - 5.0	65 - 78	≤ 90.5
I-19.0C	3 - 30	64 -22	7	75	-----	13.5	3.0 - 5.0	65 - 78	≤ 90.0
I-19.0D	> 30	70 -22	8	100	-----	13.5	3.0 - 5.0	65 - 78	≤ 90.0
B-25.0B	< 3	64 -22	7	65	-----	12.5	3.0 - 5.0	65 - 78	≤ 90.5
B-25.0C	> 3	64 -22	7	75	-----	12.5	3.0 - 5.0	65 - 78	≤ 90.0
All Mix Types	<b>Design Parameter</b> 1. Dust to Binder Ratio (P <sub>0.075</sub> / P <sub>be</sub> ) 2. Retained Tensile Strength (TSR) (AASHTO T283 Modified)					<b>Design Criteria</b> 0.6 – 1.4  85% Min. (d)			

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

**Page 6-34, Insert the following immediately after Table 610-2:**

**TABLE 610-2A  
SUPERPAVE MIX DESIGN CRITERIA**

Mix Type	Percentage of RAP in Mix		
	Category 1 % RAP ≤20%	Category 2 20.1% ≤ %RAP ≤ 30.0%	Category 3 %RAP > 30.0%
All A and B Level Mixes, I19.0C, B25.0C	PG 64 -22	PG 64 -22	TBD
S9.5C, S12.5C, I19.0D	PG 70 -22	PG 64-22	TBD
S 9.5D and S12.5D	PG 76-22	N/A	N/A

- Note: (1) Category 1 RAP has been processed to a maximum size of 2 inches.  
 (2) Category 2 RAP has been processed to a maximum size of 1 inch by either crushing and or screening to reduce variability in the gradations.  
 (3) Category 3 RAP has been processed to a maximum size of 1 inch, fractionating the RAP into 2 or more sized stockpiles

**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
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 6-50, Article 610-13 Density Acceptance, delete the formula and description in the middle of the page and replace with the following:,**

$$PF = 100 - 10(D)^{1.465}$$

where: PF = Pay Factor (computed to 0.1%)  
 D = the deficiency of the lot average density, not to exceed 2.0%

**Page 6-53, Article 620-4 Measurement and Payment:**

**Sixth paragraph, delete the last sentence.**

**Seventh paragraph, delete the paragraph and replace with the following:**

The adjusted contract unit price will then be applied to the theoretical quantity of asphalt binder authorized for use in the plant mix placed during the partial payment period involved, except that where recycled plant mix is used, the adjusted unit price will be applied only to the theoretical number of tons of additional asphalt binder materials required by the job mix formula.

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

<b>Pay Item</b>	<b>Pay Unit</b>
Asphalt Binder for Plant Mix, Grade PG 70-28	Ton

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

Type of Coat	Grade of Asphalt	Asphalt Rate gal/yd <sup>2</sup>	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.

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	Coarse Aggregate Angularity <sup>(b)</sup> 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, Subarticle 1012-1(F): Reclaimed Asphalt Shingle Material (RAS), insert the following immediately following the first paragraph:**

(1) Mix Design RAS

Incorporate RAS from stockpiles that have been tested for uniformity of gradation and binder content prior to use in an asphalt mix design.

(2) Mix Production RAS

New Source RAS is defined as acceptable material which was not included in the stockpile when samples were taken for mix design purposes. Process new source RAS so that all materials will pass a 1/2" sieve prior to introduction into the plant mixer unit.

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

Store new source RAS in a separate stockpile until the material can be sampled and tested for comparison with the original recycled mix design data. New source RAS may also be placed against the existing stockpile in a linear manner provided it is sampled for mix design conformity prior to its use in the recycled mix.

RAS contamination including but not limited to excessive dirt, debris, clean stone, concrete will not be allowed.

Field approval of new source RAS will be based on the table below and volumetric mix properties on the mix with the new source RAS included. Provided these 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 RAS may continue to be used.

If the gradation, binder content, or any of the volumetric mix properties are not within the allowable tolerances of the table below, do not use the new source RAS 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.

**NEW SOURCE RAS GRADATION and BINDER TOLERANCES  
(Apply Tolerances to Mix Design Data)**

0-6% RAS	
P <sub>b</sub> %	±1.6%
Sieve Size (mm)	Tolerance
9.5	±1
4.75	±5
2.36	±4
1.18	±4
0.300	±4
0.150	±4
0.075	±2.0

**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.

(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 1" sieve prior to introduction into the plant mixer unit.

(c) **Fractionated RAP**

Fractionated RAP is defined as having two or more RAP stockpiles, where the RAP is divided into coarse and fine fractions. Grade RAP so that all materials will pass a 1" sieve. The coarse RAP stockpile shall only contain material retained on a 3/8" screen, unless otherwise approved. The fine RAP stockpile shall only contain material passing the 3/8" screen, unless otherwise approved. The Engineer may allow the Contractor to use an alternate to the 3/8" screen to fractionate the RAP. The maximum percentages of fractionated RAP may be comprised of coarse, fine, or the combination of both. Utilize a separate cold feed bin for each stockpile of fractionated RAP used.

(d) **Approved Stockpiled RAP**

Approved Stockpiled RAP is defined as fractionated RAP which has been isolated and tested for asphalt content, gradation, and asphalt binder characteristics with the intent to be used in mix designs with greater than 30% RAP materials. Fractionate the RAP in accordance with Section 1012-1(G)(c). Utilize a separate cold feed bin for each approved stockpile of RAP used.

Perform extraction tests at a rate of 1 per 1000 tons of RAP, with a minimum of 5 tests per stockpile to determine the asphalt content and gradation. Separate stockpiles of RAP material by fine and coarse fractions. Erect and maintain a sign satisfactory to the Engineer on each stockpile to identify the material. Assure that no deleterious material is allowed in any stockpile. The Engineer may reject by visual inspection any stockpiles that are not kept clean, separated, and free of foreign materials.



Submit requests for RAP stockpile approval to the Engineer with the following information at the time of the request:

- (1) Approximate tons of materials in stockpile
- (2) Name or Identification number for the stockpile
- (3) Asphalt binder content and gradation test results
- (4) Asphalt characteristics of the Stockpile.

For the Stockpiled RAP to be considered for approval, the gradation and asphalt content shall be uniform. Individual test results, when compared to the target, will be accepted if within the tolerances listed below:

**APPROVED STOCKPILED RAP GRADATION and BINDER TOLERANCES**

(Apply Tolerances to Mix Design Data)

P <sub>b</sub> %	±0.3%
Sieve Size (mm)	Percent Passing
25.0	±5%
19.0	±5%
12.5	±5%
9.5	±5%
4.75	±5%
2.36	±4%
1.18	±4%
0.300	±4%
0.150	±4%
0.075	±1.5%

Note: If more than 20% of the individual sieves are out of the gradation tolerances, or if more than 20% of the asphalt binder content test results fall outside the appropriate tolerances, the RAP shall not be used in HMA unless the RAP representing the failing tests is removed from the stockpile.

Do not add additional material to any approved RAP stockpile, unless otherwise approved by the Engineer.

Maintain at the plant site a record system for all approved RAP stockpiles. Include at a minimum the following: Stockpile identification and a sketch of all stockpile areas at the plant site; all RAP test results (including asphalt content, gradation, and asphalt binder characteristics).

**(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 millings, processed RAP, or fractionated RAP 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 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.

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

Mix Type	0-20% RAP			20 <sup>+</sup> -30 % RAP			30 <sup>+</sup> % RAP		
Sieve (mm)	Base	Inter.	Surf.	Base	Inter.	Surf.	Base	Inter.	Surf.
P <sub>b</sub> %	± 0.7%			± 0.4%			± 0.3%		
25.0	±10	-	-	±7	-	-	±5	-	-
19.0	±10	±10	-	±7	±7	-	±5	±5	-
12.5	-	±10	±10	-	±7	±7	-	±5	±5
9.5	-	-	±10	-	-	±7	-	-	±5
4.75	±10	-	±10	±7	-	±7	±5	-	±5
2.36	±8	±8	±8	±5	±5	±5	±4	±4	±4
1.18	±8	±8	±8	±5	±5	±5	±4	±4	±4
0.300	±8	±8	±8	±5	±5	±5	±4	±4	±4
0.150	-	-	±8	-	-	±5	-	-	±4
0.075	±4	±4	±4	±2	±2	±2	±1.5	±1.5	±1.5

**ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES:**

(11-21-00)

SP6 R15

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

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

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

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

(11-21-00)

SP6 R25

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

The base price index for asphalt binder for plant mix is \$504.29 per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on 3/01/2010.

**BORROW EXCAVATION AND SHPO DOCUMENTATION FOR  
BORROW/WASTE SITES:**

(12-18-07) (4-15-08)

SP8 R02

Revise the 2006 *Standard Specifications* as follows:

**Division 2 Earthwork**

**Page 2-16, Subarticle 230-1(D)**, add the words: *The Contractor specifically waives* as the first words of the sentence.

**Page 2-17, Article 230-4(B) Contractor Furnished Sources, first paragraph, first sentence replace with the following:**

Prior to the approval of any borrow sources developed for use on any project, obtain certification from the State Historic Preservation Officer of the State Department of Cultural Resources certifying that the removal of the borrow material from the borrow sources(s) will have no effect on any known district, site building, structure, or object,

architectural and/or archaeological that is included or eligible for inclusion in the National Register of Historic Places.

**Division 8 Incidentals**

**Page 8-9, Article 802-2 General Requirements, add the following as the 1st paragraph:**

Prior to the removal of any waste from any project, obtain certification from the State Historic Preservation Officer of the State Department of Cultural Resources certifying that the deposition of the waste material to the proposed waste area will have no effect on any known district, site building, structure, or object, architectural and/or archaeological that is included or eligible for inclusion in the National Register of Historic Places. Furnish a copy of this certification to the Engineer prior to performing any work in the proposed waste site.

**Page 8-10, Article 802-2, General Requirements, 4th paragraph, add the following as the 2nd sentence:**

The Department's borrow and waste site reclamation procedures for contracted projects is available on the NCDOT website and shall be used for all borrow and waste sites on this project.

**GUARDRAIL ANCHOR UNITS, TYPE 350:**

(4-20-04)

SP8 R65

**Description**

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

**Materials**

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

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

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

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

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

Prior to installation the Contractor shall submit to the Engineer:

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

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

**Construction Methods**

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

## Measurement and Payment

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

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Guardrail Anchor Units, Type 350	Each

### **GALVANIZED HIGH STRENGTH BOLTS, NUTS AND WASHERS:**

(2-17-09)

SP10 R02

Revise the *Standard Specifications* as follows:

**Page 10-126, Subarticle 1072-7(F)(3)** Change the AASHTO reference to B 695 Class 55

**Page 10-247, Table 1092-2, Steel Sign Materials,** Change High Strength Bolts, Nuts & Washers ASTM Specifications for Galvanizing to B695 Class 55.

**Page 10-259, Subarticle 1094-1(A) Breakaway or Simple Steel Beam Sign Supports,** replace the third paragraph with the following:

Fabricate high strength bolts, nuts, and washers required for breakaway supports from steel in accordance with ASTM A325 and galvanize in accordance with AASHTO B 695 Class 55.

**Page 10-261, Article 1096-2 Steel Overhead Sign Structures,** replace the last sentence with the following:

The galvanizing shall meet the requirement of AASHTO B 695 Class 55 for fasteners and of ASTM A123 for other structural steel.

### **AGGREGATE PRODUCTION:**

(11-20-01)

SP10 R05

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

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

**AGGREGATES FOR ASPHALT PAVEMENTS AND SURFACE TREATMENTS**

**(Ultra-Thin):**

(7-18-06)

SP10 R15

Revise the 2006 *Standard Specifications* as follows:

Page 10-40, Subarticle 1012-1(A), add the following at the end of the last paragraph, last sentence:

or ultra-thin bonded wearing course.

Page 10-41, Table 1012-1, add the following as the last row of the Table:

<i>UBWC</i>	<i>100/85</i>	<i>40</i>	<i>45</i>	<i>10</i>
-------------	---------------	-----------	-----------	-----------

Page 10-42, Subarticle 1012-1(B)(6), add as the last sentence:

The percentage loss for aggregate used in UBWC shall be no more than 35%.

**PORTLAND CEMENT CONCRETE (Alkali-Silica Reaction):**

2-20-07

SP10 R16

Revise the 2006 *Standard Specifications* as follows:

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

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

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

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

**B-5227**

**Project Special Provisions  
Erosion Control**

**Wilkes County**

**Native Grass Seeding And Mulching**

**Bluegrass**

Native Grass Seeding and Mulching shall be performed on the disturbed areas of wetlands and riparian areas, and adjacent to Stream Relocation and/or trout stream construction within a 50 foot zone on both sides of the stream or depression, measured from top of stream bank or center of depression. The stream bank of the stream relocation shall be seeded by a method that does not alter the typical cross section of the stream bank. Native Grass Seeding and Mulching shall also be performed in the permanent soil reinforcement mat section of preformed scour holes, and in other areas as directed.

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone, shall be as stated below. During periods of overlapping dates, the kind of seed to be used shall be determined. All rates are in pounds per acre.

**August 1 - June 1**

- 25# Kentucky Bluegrass
- 8# Big Bluestem
- 6# Indiangrass
- 4# Switchgrass
- 35# Rye Grain
  
- 500# Fertilizer
- 4000# Limestone

**May 1 – September 1**

- 25# Kentucky Bluegrass
- 8# Big Bluestem
- 6# Indiangrass
- 4# Switchgrass
- 25# German or Browntop  
Millet
  
- 500# Fertilizer
- 4000# Limestone

Approved Kentucky Bluegrass Cultivars:

- |         |            |             |          |
|---------|------------|-------------|----------|
| Alpine  | Bariris    | Envicta     | Rugby II |
| Apollo  | Bedazzled  | Impact      | Showcase |
| Arcadia | Bordeaux   | Midnight    | Sonoma   |
| Arrow   | Champagne  | Midnight II |          |
| Award   | Chicago II | Rugby       |          |

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

Native Grass Seeding and Mulching shall be performed in accordance with Section 1660 of the *Standard Specifications* and vegetative cover sufficient to restrain erosion shall be installed immediately following grade establishment.



**Measurement and Payment**

Native Grass *Seeding and Mulching* will be measured and paid for in accordance with Article 1660-8 of the *Standard Specifications*.

**SPECIALIZED HAND MOWING:****Description**

This work consists of specialized hand mowing around or under fixed objects, including but not limited to guardrails, signs, barriers and slopes in a method acceptable to the Engineer.

Specialized hand mowing shall be completed with mechanically powered trimmers, string trimmers, hand operated rotary mowers, or self-propelled mowers of sufficient size and quality to perform the work timely and efficiently.

The quantity of mowing to be performed will be affected by the actual conditions that occur during the construction of the project. The quantity of mowing may be increased, decreased or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

**Measurement and Payment**

*Specialized Hand Mowing* will be measured and paid for as the actual number of man hours worked while hand mowing along the surface of the ground, as directed. Where an area has been mowed more than once, as directed, separate measurement will be made each time the area is mowed.

Payment will be made under *Generic Erosion Control*.

**RESPONSE FOR EROSION CONTROL:****Description**

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

- (A) Seeding and Mulching
- (B) Temporary Seeding and Mulching
- (C) Temporary Mulching
- (D) Fertilizer Topdressing
- (E) Repair Seeding
- (F) Supplemental Seeding
- (G) Silt Fence Installation or Repair
- (H) Installation of Matting for Erosion Control

**Construction Methods**

Provide an approved subcontractor who performs an erosion control action as described in Form 1675. Each erosion control action may include one or more of the above work items.

**Measurement and Payment**

*Response for Erosion Control* will not be measured for payment.

Payment will be made under *Generic Erosion Control*.

**MINIMIZE REMOVAL OF VEGETATION:**

The Contractor shall minimize removal of vegetation at stream banks and disturbed areas within the project limits as directed.

**STOCKPILE AREAS:**

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

**ACCESS AND HAUL ROADS:**

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

**WASTE AND BORROW SOURCES:**

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

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

**GRAVEL CONSTRUCTION ENTRANCE:****Description**

This work consists of furnishing, installing, and maintaining and removing any and all material required for the construction of a *Gravel Construction Entrance*.

**Materials**

Refer to Division 10

<b>Item</b>	<b>Section</b>
Filter Fabric for Drainage, Type 2	1056
Stone for Erosion Control, Class A	1042

**Construction Methods**

The Contractor shall install a Gravel Construction Entrance in accordance with Standard Drawing No. 1607.01 and at locations as directed.

**Measurement and Payment**

*Filter Fabric for Drainage* will be measured and paid for in accordance with Article 876-4 of the *Standard Specifications*.

*Stone for Erosion Control, Class \_\_* will be measured and paid for in accordance with Article 1610-4 of the *Standard Specifications*.

Such price and payment shall be considered full compensation for all work covered by this section including all materials, construction, maintenance, and removal of Gravel Construction Entrance.

**SPECIAL SEDIMENT CONTROL FENCE:****Description**

This work consists of the construction, maintenance, and removal of *Special Sediment Control Fence*. Place special sediment control fence as shown on the plans or as directed.

**Materials****(A) Posts**

Steel posts shall be at least 5 ft. in length, approximately 1 3/8" wide measured parallel to the fence, and have a minimum weight of 1.25 lb/ft of length. The post shall be equipped with an anchor plate having a minimum area of 14.0 square inches, and shall have a means of retaining wire in the desired position without displacement.

(B) ¼" Hardware Cloth

Hardware cloth shall have ¼" openings constructed from #24 gauge wire. Install hardware cloth in accordance with Standard Drawing No. 1606.01.

(C) Sediment Control Stone

Sediment Control Stone shall meet the requirements of Section 1005 of the *Standard Specifications*. Install stone in accordance with Standard Drawing No. 1606.01.

### **Construction Methods**

The Contractor shall maintain the special sediment control fence until the project is accepted or until the fence is removed, and shall remove and dispose of silt accumulations at the fence when so directed in accordance with the requirements of Section 1630 of the *Standard Specifications*.

### **Measurement and Payment**

¼" Hardware Cloth will be paid for under item *Generic Erosion Control*.

*Sediment Control Stone* will be measured and paid for in accordance with Article 1610-4 of the *Standard Specifications*.

### **SAFETY FENCE:**

#### **Description**

*Safety Fence* shall consist of furnishing, installing and maintaining polyethylene or polypropylene fence along the outside riparian buffer, wetland, or water boundary located within the construction corridor to mark the areas that have been approved to infringe within the buffer, wetland or water. The fence shall be installed prior to any land disturbing activities.

#### **Materials**

Polyethylene or polypropylene fence shall be a highly visible preconstructed safety fence approved by the Engineer. The fence material shall have an ultraviolet coating.

Either wood posts or steel posts may be used. Wood posts shall be hardwood with a wedge or pencil tip at one end, and shall be at least 5 ft. in length with a minimum nominal 2" x 2" cross section. Steel posts shall be at least 5 ft. in length, and have a minimum weight of 0.85 lb./ft. of length.

#### **Construction Methods**

No additional clearing and grubbing is anticipated for the installation of this fence; however, if any clearing and grubbing is required, it will be the minimum required for the installation of the safety fence. Such clearing shall include satisfactory removal and disposal of all trees, brush, stumps and other objectionable material.

The fence shall be erected to conform to the general contour of the ground. When determined necessary, minor grading along the fence line shall be performed to meet this requirement provided no obstructions to proper drainage are created.

Posts shall be set and maintained in a vertical position and may be hand set or set with a post driver. If hand set, all backfill material shall be thoroughly tamped. Wood posts may be sharpened to a dull point if power driven. Posts damaged by power driving shall be removed and replaced prior to final acceptance. The tops of all wood posts shall be cut at a 30-degree angle. The wood posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected.

The fence fabric shall be attached to the wood posts with one 2" galvanized wire staple across each cable or to the steel posts with wire or other acceptable means.

The Contractor shall be required to maintain the safety fence in a satisfactory condition for the duration of the project as determined by the Engineer.

### **Measurement and Payment**

*Safety Fence* will be measured and paid for as the actual number of linear feet installed in place and accepted. Such payment will be full compensation including but not limited to clearing and grading, furnishing and installing fence fabric with necessary posts and post bracing, staples, tie wires, tools, equipment and incidentals necessary to complete this work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Safety Fence	Linear Foot

### **COIR FIBER BAFFLE:**

#### **Description**

Furnish material, install and maintain coir fiber baffles according to the details in the plans or in locations as directed. Coir Fiber Baffles shall be installed in silt basins and sediment dams at drainage outlets. Work includes providing all materials, placing, securing, excavating and backfilling of *Coir Fiber Baffles*.

#### **Materials**

(A) Coir Fiber Mat

Matting: Provide matting to meet the following requirements:

100% coconut fiber (coir) twine woven into high strength matrix	
Thickness -	0.30 in. minimum
Tensile Strength	1348 x 626 lb/ft minimum
Elongation	34% x 38% maximum

Flexibility (mg-cm)	65030 x 29590
Flow Velocity	Observed 11 ft/sec
Weight	20 oz/SY
Size	6.6 x 164 ft (120 SY)
"C" Factor	0.002
Open Area (measured)	50%

#### (B) Staples

Provide staples made of 0.125 in. diameter new steel wire formed into a *u* shape not less than 12" in length with a throat of 1" in width.

#### (C) Posts

Steel posts shall be at least 5 ft. in length, approximately 1 3/8" wide measured parallel to the fence, and have a minimum weight of 1.25 lb/ft of length. The post shall be equipped with an anchor plate having a minimum area of 14.0 square inches, and shall be of the self-fastener angle steel type to have a means of retaining wire and coir fiber mat in the desired position without displacement.

#### (D) Wire

Provide 9-gauge high tension wire strand of variable lengths.

### **Construction Methods**

Place the coir fiber baffles immediately upon excavation of basins. Install three (3) baffles in basins with a spacing of one fourth (1/4) the basin length and according to the detail sheets. Two (2) coir fiber baffles shall be installed in basins less than 20 ft. in length with a spacing of one third (1/3) the basin length.

Steel posts shall be placed at a depth of 2 ft. below the basin surface, with a maximum spacing of 4 ft. The top height of the coir fiber baffles shall not be below the elevation of the emergency spillway base of dams and basins. Attach a 9-gauge high-tension wire strand to the steel posts at a height of 3 ft. with plastic ties or wire fasteners. Install a steel post into side of the basin at a variable depth and a height of 3 ft. from the bottom of the basin to anchor coir fiber mat. Secure anchor post to the upright steel post in basin with wire fasteners.

The coir fiber mat shall be draped over the wire strand to a minimum of 3 ft. of material on each side of the strand. Secure the coir fiber mat to the wire strand with plastic ties or wire fasteners. Place staples across the matting at ends and junctions approximately 1 ft. apart at the bottom and side slopes of basin. Overlap matting at least 6" where 2 or more widths of matting are installed side by side. Refer to details in the plan sheets. The Engineer may require adjustments in the stapling requirements to fit individual site conditions.

### **Measurement and Payment**

*Coir Fiber Baffles* will be measured and paid for by the actual number of linear feet of coir fiber baffles which are installed and accepted. Such price and payment will be full

compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the coir fiber baffles.

Payment will be made under item *Generic Erosion Control*.

**ENGINEERING FABRICS TABLE 1056-1:**

(7-18-06)

SP10 R40

Revise the *Standard Specifications* as follows:

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

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

**SEEDING AND MULCHING**Seed Mixes for Bridge Maintenance P.O. Contracts ONLYSeed Mix East

<u>Divisions:</u>	<u>Counties:</u>
1	Currituck, Dare, Hyde, Bertie, Camden, Chowan, Gates, Hertford, Martin, Northampton, Pasquotank, Perquimans, Tyrell, Washington
2	Beaufort, Carteret, Craven, Pamlico, Greene, Jones, Lenoir, Pitt
3	Brunswick, New Hanover, Onslow, Pender, Duplin, Sampson
4	Edgecombe, Halifax, Johnston, Nash, Wayne, Wilson
5	Durham, Franklin, Granville, Person, Vance, Wake, Warren
6	Bladen, Columbus, Cumberland, Harnett, Robeson
7	Alamance, Guilford, Orange
8	Chatham, Hoke, Lee, Montgomery, Moore, Randolph, Richmond, Scotland
10	Anson

Seed Mix West

<u>Divisions:</u>	<u>Counties:</u>
7	Caswell, Rockingham
9	Davidson, Davie, Forsyth, Rowan, Stokes
10	Cabarrus, Mecklenburg, Stanly, Union
11	Alleghany, Ashe, Avery, Caldwell, Surry, Watauga, <b>Wilkes</b> , Yadkin
12	Alexander, Catawba, Cleveland, Gaston, Iredell, Lincoln

Seed Mix WestEd

13	Burke, McDowell, Rutherford, Buncombe, Madison, Mitchell, Yancey
14	Polk, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon Swain, Transylvania



Seed Mix East

**SEEDING AND MULCHING:**

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone, shall be as stated below. During periods of overlapping dates, the kind of seed to be used shall be determined. All rates are in pounds per acre.

All Roadway Areas

<b>March 1 - August 31</b>		<b>September 1 - February 28</b>	
50#	Tall Fescue	50#	Tall Fescue
10#	Centipede	10#	Centipede
25#	Bermudagrass (hulled)	35#	Bermudagrass (unhulled)
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Waste and Borrow Locations

<b>March 1 – August 31</b>		<b>September 1 - February 28</b>	
75#	Tall Fescue	75#	Tall Fescue
25#	Bermudagrass (hulled)	35#	Bermudagrass (unhulled)
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Note: 50# of Bahiagrass may be substituted for either Centipede or Bermudagrass only upon Engineer’s request.

Approved Tall Fescue Cultivars

2 <sup>nd</sup> Millennium	Duster	Magellan	Rendition
Avenger	Endeavor	Masterpiece	Scorpion
Barlexas	Escalade	Matador	Shelby
Barlexas II	Falcon II, III, IV & V	Matador GT	Signia
Barrera	Fidelity	Millennium	Silverstar
Barrington	Finesse II	Montauk	Southern Choice II
Biltmore	Firebird	Mustang 3	Stetson
Bingo	Focus	Olympic Gold	Tarheel
Bravo	Grande II	Padre	Titan Ltd
Cayenne	Greenkeeper	Paraiso	Titanium
Chapel Hill	Greystone	Picasso	Tomahawk
Chesapeake	Inferno	Piedmont	Tacer
Constitution	Justice	Pure Gold	Trooper
Chipper	Jaguar 3	Prospect	Turbo
Coronado	Kalahari	Quest	Ultimate
Coyote	Kentucky 31	Rebel Exeda	Watchdog
Davinci	Kitty Hawk	Rebel Sentry	Wolfpack
Dynasty	Kitty Hawk 2000	Regiment II	
Dominion	Lexington	Rembrandt	

On cut and fill slopes 2:1 or steeper Centipede shall be applied at the rate of 5 pounds per acre and add 20# of Sericea Lespedeza from January 1 - December 31.

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

#### **TEMPORARY SEEDING:**

Fertilizer shall be the same analysis as specified for *Seeding and Mulching* and applied at the rate of 400 pounds and seeded at the rate of 50 pounds per acre. Sweet Sudan Grass, German Millet or Browntop Millet shall be used in summer months and Rye Grain during the remainder of the year. The Engineer will determine the exact dates for using each kind of seed.

#### **FERTILIZER TOPDRESSING:**

Fertilizer used for topdressing on all roadway areas except slopes 2:1 and steeper shall be 10-20-20 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 10-20-20 analysis and as directed.

Fertilizer used for topdressing on slopes 2:1 and steeper and waste and borrow areas shall be 16-8-8 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 2-1-1 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 16-8-8 analysis and as directed.

#### **SUPPLEMENTAL SEEDING:**

The kinds of seed and proportions shall be the same as specified for *Seeding and Mulching*, with the exception that no centipede seed will be used in the seed mix for supplemental seeding. The rate of application for supplemental seeding may vary from 25# to 75# per acre. The actual rate per acre will be determined prior to the time of topdressing and the Contractor will be notified in writing of the rate per acre, total quantity needed, and areas on which to apply the supplemental seed. Minimum tillage equipment, consisting of a sod seeder shall be used for incorporating seed into the soil as to prevent disturbance of existing vegetation. A clodbuster (ball and chain) may be used where degree of slope prevents the use of a sod seeder.

Seed Mix West

**SEEDING AND MULCHING:**

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone, shall be as stated below. During periods of overlapping dates, the kind of seed to be used shall be determined. All rates are in pounds per acre.

Shoulder and Median Areas

**August 1 - June 1**

20#	Kentucky Bluegrass
75#	Hard Fescue
25#	Rye Grain
500#	Fertilizer
4000#	Limestone

**May 1 - September 1**

20#	Kentucky Bluegrass
75#	Hard Fescue
10#	German or Browntop Millet
500#	Fertilizer
4000#	Limestone

Areas Beyond the Mowing Pattern, Waste and Borrow Areas:

**August 1 - June 1**

100#	Tall Fescue
15#	Kentucky Bluegrass
30#	Hard Fescue
25#	Rye Grain
500#	Fertilizer
4000#	Limestone

**May 1 - September 1**

100#	Tall Fescue
15#	Kentucky Bluegrass
30#	Hard Fescue
10#	German or Browntop Millet
500#	Fertilizer
4000#	Limestone

Approved Tall Fescue Cultivars

2 <sup>nd</sup> Millennium	Duster	Magellan	Rendition
Avenger	Endeavor	Masterpiece	Scorpion
Barlexas	Escalade	Matador	Shelby
Barlexas II	Falcon II, III, IV & V	Matador GT	Signia
Barrera	Fidelity	Millennium	Silverstar
Barrington	Finesse II	Montauk	Southern Choice II
Biltmore	Firebird	Mustang 3	Stetson
Bingo	Focus	Olympic Gold	Tarheel
Bravo	Grande II	Padre	Titan Ltd
Cayenne	Greenkeeper	Paraiso	Titanium
Chapel Hill	Greystone	Picasso	Tomahawk
Chesapeake	Inferno	Piedmont	Tacer
Constitution	Justice	Pure Gold	Trooper
Chipper	Jaguar 3	Prospect	Turbo
Coronado	Kalahari	Quest	Ultimate
Coyote	Kentucky 31	Rebel Exeda	Watchdog
Davinci	Kitty Hawk	Rebel Sentry	Wolfpack
Dynasty	Kitty Hawk 2000	Regiment II	
Dominion	Lexington	Rembrandt	

## Approved Kentucky Bluegrass Cultivars:

Alpine	Bariris	Envicta	Rugby II
Apollo	Bedazzled	Impact	Showcase
Arcadia	Bordeaux	Midnight	Sonoma
Arrow	Champagne	Midnight II	
Award	Chicago II	Rugby	

## Approved Hard Fescue Cultivars:

Chariot	Minotaur	Reliant IV	Stonehenge
Firefly	Nordic	Rhino	Warwick
Heron	Oxford	Scaldis II	
Kenblue	Reliant II	Spartan II	

On cut and fill slopes 2:1 or steeper add 20# Sericea Lespedeza January 1 - December 31.

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

**TEMPORARY SEEDING:**

Fertilizer shall be the same analysis as specified for *Seeding and Mulching* and applied at the rate of 400 pounds and seeded at the rate of 50 pounds per acre. German Millet, or Browntop Millet shall be used in summer months and rye grain during the remainder of the year. The Engineer will determine the exact dates for using each kind of seed.

**FERTILIZER TOPDRESSING:**

Fertilizer used for topdressing shall be 16-8-8 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 2-1-1 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 16-8-8 analysis and as directed.

**SUPPLEMENTAL SEEDING:**

The kinds of seed and proportions shall be the same as specified for *Seeding and Mulching*, and the rate of application may vary from 25# to 75# per acre. The actual rate per acre will be determined prior to the time of topdressing and the Contractor will be notified in writing of the rate per acre, total quantity needed, and areas on which to apply the supplemental seed. Minimum tillage equipment, consisting of a sod seeder shall be used for incorporating seed into the soil as to prevent disturbance of existing vegetation. A clodbuster (ball and chain) may be used where degree of slope prevents the use of a sod seeder.

Seed Mix WestEd

**SEEDING AND MULCHING:**

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone, shall be as stated below. During periods of overlapping dates, the kind of seed to be used shall be determined. All rates are in pounds per acre.

Shoulder and Median Areas

**August 1 - June 1**

20# Kentucky Bluegrass  
 75# Hard Fescue  
 25# Rye Grain  
 500# Fertilizer  
 4000# Limestone

**May 1 - September 1**

20# Kentucky Bluegrass  
 75# Hard Fescue  
 10# German or Browntop Millet  
 500# Fertilizer  
 4000# Limestone

Areas Beyond the Mowing Pattern, Waste and Borrow Areas:

**August 1 - June 1**

100# Tall Fescue  
 15# Kentucky Bluegrass  
 30# Hard Fescue  
 25# Rye Grain  
 500# Fertilizer  
 4000# Limestone

**May 1 - September 1**

100# Tall Fescue  
 15# Kentucky Bluegrass  
 30# Hard Fescue  
 10# German or Browntop Millet  
 500# Fertilizer  
 4000# Limestone

Approved Tall Fescue Cultivars

2 <sup>nd</sup> Millennium	Duster	Magellan	Rendition
Avenger	Endeavor	Masterpiece	Scorpion
Barlexas	Escalade	Matador	Shelby
Barlexas II	Falcon II, III, IV & V	Matador GT	Signia
Barrera	Fidelity	Millennium	Silverstar
Barrington	Finesse II	Montauk	Southern Choice II
Biltmore	Firebird	Mustang 3	Stetson
Bingo	Focus	Olympic Gold	Tarheel
Bravo	Grande II	Padre	Titan Ltd
Cayenne	Greenkeeper	Paraiso	Titanium
Chapel Hill	Greystone	Picasso	Tomahawk
Chesapeake	Inferno	Piedmont	Tacer
Constitution	Justice	Pure Gold	Trooper
Chipper	Jaguar 3	Prospect	Turbo
Coronado	Kalahari	Quest	Ultimate
Coyote	Kentucky 31	Rebel Exeda	Watchdog
Davinci	Kitty Hawk	Rebel Sentry	Wolfpack
Dynasty	Kitty Hawk 2000	Regiment II	
Dominion	Lexington	Rembrandt	

Approved Kentucky Bluegrass Cultivars:

Alpine	Bariris	Envicta	Rugby II
Apollo	Bedazzled	Impact	Showcase
Arcadia	Bordeaux	Midnight	Sonoma
Arrow	Champagne	Midnight II	
Award	Chicago II	Rugby	

Approved Hard Fescue Cultivars:

Chariot	Minotaur	Reliant IV	Stonehenge
Firefly	Nordic	Rhino	Warwick
Heron	Oxford	Scaldis II	
Kenblue	Reliant II	Spartan II	

On cut and fill slopes 2:1 or steeper add 20# Sericea Lespedeza and 15# Crown Vetch January 1 - December 31.

The Crown Vetch Seed should be double inoculated if applied with a hand seeder. Four times the normal rate of inoculant should be used if applied with a hydroseeder. If a fertilizer-seed slurry is used, the required limestone should also be included to prevent fertilizer acidity from killing the inoculant bacteria. Caution should be used to keep the inoculant below 80° F to prevent harm to the bacteria. The rates and grades of fertilizer and limestone shall be the same as specified for *Seeding and Mulching*.

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

**TEMPORARY SEEDING:**

Fertilizer shall be the same analysis as specified for *Seeding and Mulching* and applied at the rate of 400 pounds and seeded at the rate of 50 pounds per acre. German Millet, or Browntop Millet shall be used in summer months and rye grain during the remainder of the year. The Engineer will determine the exact dates for using each kind of seed.

**FERTILIZER TOPDRESSING:**

Fertilizer used for topdressing shall be 16-8-8 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 2-1-1 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 16-8-8 analysis and as directed.

**SUPPLEMENTAL SEEDING:**

The kinds of seed and proportions shall be the same as specified for *Seeding and Mulching*, and the rate of application may vary from 25# to 75# per acre. The actual rate per acre will be determined prior to the time of topdressing and the Contractor will be notified in writing of the rate per acre, total quantity needed, and areas on which to apply the supplemental seed.

Minimum tillage equipment, consisting of a sod seeder shall be used for incorporating seed into the soil as to prevent disturbance of existing vegetation. A clodbuster (ball and chain) may be used where degree of slope prevents the use of a sod seeder.

**BASIS OF PAYMENT:**

Payment for “Seeding and Mulching” will be included in the lump sum bid price for “Excavation and Embankment”. This price shall be full compensation for all materials, tools, equipment, labor, and for all incidentals necessary to complete the work.

**STANDARD SPECIAL PROVISION**

**NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY**

11-18-08

Z-3

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

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

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

Tolerances established by the Association of Official Seed Analysts will generally be recognized. However, for the purpose of figuring pure live seed, the found pure seed and found germination percentages as reported by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory will be used. Allowances, as established by the NCDOT, will be recognized for minimum pure live seed as listed on the following pages.

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

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

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

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

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVE BELOW:

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

- Sericea Lespedeza
- Oats (seeds)

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

- |                                      |                            |
|--------------------------------------|----------------------------|
| Tall Fescue (all approved varieties) | Bermudagrass               |
| Kobe Lespedeza                       | Browntop Millet            |
| Korean Lespedeza                     | German Millet - Strain R   |
| Weeping Lovegrass                    | Clover - Red/White/Crimson |
| Carpetgrass                          |                            |



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

Common or Sweet Sundangrass

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

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

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

Centipedegrass	Japanese Millet
Crownvetch	Reed Canary Grass
Pensacola Bahiagrass	Zoysia

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

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

## **STRUCTURE PROVISIONS**

### **FALSEWORK AND FORMWORK**

**(8-4-09)**

#### **1.0 Description**

Use this Special Provision as a guide to develop temporary works submittals required by the Standard Specifications or other provisions; no additional submittals are required herein. Such temporary works include, but are not limited to, falsework and formwork. Falsework is any temporary construction used to support the permanent structure until it becomes self-supporting. Formwork is the temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Access scaffolding is a temporary structure that functions as a work platform that supports construction personnel, materials, and tools, but is not intended to support the structure. Scaffolding systems that are used to temporarily support permanent structures (as opposed to functioning as work platforms) are considered to be falsework under the definitions given. Shoring is a component of falsework such as horizontal, vertical, or inclined support members. Where the term “temporary works” is used, it includes all of the temporary facilities used in bridge construction that do not become part of the permanent structure.

Design and construct safe and adequate temporary works that will support all loads imposed and provide the necessary rigidity to achieve the lines and grades shown on the plans in the final structure.

#### **2.0 Materials**

Select materials suitable for temporary works; however, select materials that also ensure the safety and quality required by the design assumptions. The Engineer has authority to reject material on the basis of its condition, inappropriate use, safety, or nonconformance with the plans. Clearly identify allowable loads or stresses for all materials or manufactured devices on the plans. Revise the plan and notify the Engineer if any change to materials or material strengths is required.

#### **3.0 Design Requirements**

##### **A. Working Drawings**

Provide working drawings for items as specified in the contract, or as required by the Engineer, with design calculations and supporting data in sufficient detail to permit a structural and safety review of the proposed design of the temporary work.

When concrete placement is involved, include data such as the drawings of proposed sequence, rate of placement, direction of placement, and location of all construction joints. Submit the number of copies as called for by the contract.

When required, have the drawings and calculations prepared under the guidance of, and sealed by, a North Carolina Registered Professional Engineer who is knowledgeable in temporary works design.

Design falsework and formwork requiring submittals in accordance with the 1995 AASHTO *Guide Design Specifications for Bridge Temporary Works* except as noted herein.

### 1. Wind Loads

Table 2.2 of Article 2.2.5.1 is modified to include wind velocities up to 110 mph (177 km/hr). In addition, Table 2.2A is included to provide the maximum wind speeds by county in North Carolina.

**Table 2.2 - Wind Pressure Values**

Height Zone feet (m) above ground	Pressure, lb/ft <sup>2</sup> (kPa) for Indicated Wind Velocity, mph (km/hr)				
	70 (112.7)	80 (128.7)	90 (144.8)	100 (160.9)	110 (177.0)
0 to 30 (0 to 9.1)	15 (0.72)	20 (0.96)	25 (1.20)	30 (1.44)	35 (1.68)
30 to 50 (9.1 to 15.2)	20 (0.96)	25 (1.20)	30 (1.44)	35 (1.68)	40 (1.92)
50 to 100 (15.2 to 30.5)	25 (1.20)	30 (1.44)	35 (1.68)	40 (1.92)	45 (2.15)
over 100 (30.5)	30 (1.44)	35 (1.68)	40 (1.92)	45 (2.15)	50 (2.39)

### 2. Time of Removal

The following requirements replace those of Article 3.4.8.2.

Do not remove forms until the concrete has attained strengths required in Article 420-16 of the Standard Specifications and these Special Provisions.

Do not remove forms until the concrete has sufficient strength to prevent damage to the surface.

**Table 2.2A - Steady State Maximum Wind Speeds by Counties in North Carolina**

COUNTY	25 YR (mph) (km/hr)	COUNTY	25 YR (mph) (km/hr)	COUNTY	25 YR (mph) (km/hr)
Alamance	70 (112.7)	Franklin	70 (112.7)	Pamlico	100 (160.9)
Alexander	70 (112.7)	Gaston	70 (112.7)	Pasquotank	100 (160.9)
Alleghany	70 (112.7)	Gates	90 (144.8)	Pender	100 (160.9)
Anson	70 (112.7)	Graham	80 (128.7)	Perquimans	100 (160.9)
Ashe	70 (112.7)	Granville	70 (112.7)	Person	70 (112.7)
Avery	70 (112.7)	Greene	80 (128.7)	Pitt	90 (144.8)
Beaufort	100 (160.9)	Guilford	70 (112.7)	Polk	80 (128.7)
Bertie	90 (144.8)	Halifax	80 (128.7)	Randolph	70 (112.7)
Bladen	90 (144.8)	Harnett	70 (112.7)	Richmond	70 (112.7)
Brunswick	100 (160.9)	Haywood	80 (128.7)	Robeson	80 (128.7)
Buncombe	80 (128.7)	Henderson	80 (128.7)	Rockingham	70 (112.7)
Burke	70 (112.7)	Hertford	90 (144.8)	Rowan	70 (112.7)
Cabarrus	70 (112.7)	Hoke	70 (112.7)	Rutherford	70 (112.7)
Caldwell	70 (112.7)	Hyde	110 (177.0)	Sampson	90 (144.8)
Camden	100 (160.9)	Iredell	70 (112.7)	Scotland	70 (112.7)
Carteret	110 (177.0)	Jackson	80 (128.7)	Stanley	70 (112.7)
Caswell	70 (112.7)	Johnston	80 (128.7)	Stokes	70 (112.7)
Catawba	70 (112.7)	Jones	100 (160.9)	Surry	70 (112.7)
Cherokee	80 (128.7)	Lee	70 (112.7)	Swain	80 (128.7)
Chatham	70 (112.7)	Lenoir	90 (144.8)	Transylvania	80 (128.7)
Chowan	90 (144.8)	Lincoln	70 (112.7)	Tyrell	100 (160.9)
Clay	80 (128.7)	Macon	80 (128.7)	Union	70 (112.7)
Cleveland	70 (112.7)	Madison	80 (128.7)	Vance	70 (112.7)
Columbus	90 (144.8)	Martin	90 (144.8)	Wake	70 (112.7)
Craven	100 (160.9)	McDowell	70 (112.7)	Warren	70 (112.7)
Cumberland	80 (128.7)	Mecklenburg	70 (112.7)	Washington	100 (160.9)
Currituck	100 (160.9)	Mitchell	70 (112.7)	Watauga	70 (112.7)
Dare	110 (177.0)	Montgomery	70(112.7)	Wayne	80 (128.7)
Davidson	70 (112.7)	Moore	70 (112.7)	Wilkes	70 (112.7)
Davie	70 (112.7)	Nash	80 (128.7)	Wilson	80 (128.7)
Duplin	90 (144.8)	New Hanover	100 (160.9)	Yadkin	70 (112.7)
Durham	70 (112.7)	Northampton	80 (128.7)	Yancey	70 (112.7)
Edgecombe	80 (128.7)	Onslow	100 (160.9)		
Forsyth	70 (112.7)	Orange	70 (112.7)		

Note on the working drawings any anchorages, connectors, inserts, steel sleeves or other such devices used as part of the falsework or

formwork that remains in the permanent structure. If the plan notes indicate that the structure contains the necessary corrosion protection required for a Corrosive Site, epoxy coat, galvanize, metallize or otherwise protect these devices. Electroplating will not be allowed. Any coating required by the Engineer will be considered incidental to the various pay items requiring temporary works.

#### B. Review and Approval

The Engineer is responsible for the review and approval of temporary works' drawings.

Submit the working drawings sufficiently in advance of proposed use to allow for their review, revision (if needed), and approval without delay to the work.

Do not start construction of any temporary work for which working drawings are required until the drawings have been approved. Such approval does not relieve the Contractor of the responsibility for the accuracy and adequacy of the working drawings.

The time period for review of the working drawings does not begin until complete drawings and design calculations, when required, are received by the Engineer.

On the drawings, show all information necessary to allow the design of any component to be checked independently as determined by the Engineer.

If requested by the Engineer, submit with the working drawings manufacturer's catalog data listing the weight of all construction equipment that will be supported on the temporary work. Show anticipated total settlements and/or deflections of falsework and forms on the working drawings. Include falsework footing settlements, joint take-up, and deflection of beams or girders. Falsework hangers that support concentrated loads and are installed at the edge of thin top flange concrete girders (such as bulb tee girders) shall be spaced so as not to exceed 75% of the manufacturer's stated safe working load. Use of dual leg hangers (such as Meadow Burke HF-42 and HF-43) are not allowed. Design the falsework and forms supporting deck slabs and overhangs on girder bridges so that there will be no differential settlement between the girders and the deck forms during placement of deck concrete.

### **4.0 Construction Requirements**

All requirements of Section 420 of the Standard Specifications apply.

Construct temporary works in conformance with the approved working drawings. Ensure that the quality of materials and workmanship employed is consistent with that assumed in the design of the temporary works. Do not weld falsework members to any portion of the permanent structure unless approved. Show any welding to the permanent structure on the approved construction drawings.

Provide tell-tales attached to the forms and extending to the ground, or other means, for accurate measurement of falsework settlement. Make sure that the anticipated compressive settlement and/or deflection of falsework does not exceed 1 inch (25 mm). For cast-in-place concrete structures, make sure that the calculated deflection of falsework flexural members does not exceed 1/240 of their span regardless of whether or not the deflection is compensated by camber strips.

#### A. Maintenance and Inspection

Inspect and maintain the temporary work in an acceptable condition throughout the period of its use. Certify that the manufactured devices have been maintained in a condition to allow them to safely carry their rated loads. Clearly mark each piece so that its capacity can be readily determined at the job site.

Perform an in-depth inspection of an applicable portion(s) of the temporary works, in the presence of the Engineer, not more than 24 hours prior to the beginning of each concrete placement. Inspect other temporary works at least once a month to ensure that they are functioning properly. Have a North Carolina Registered Professional Engineer inspect the cofferdams, shoring, sheathing, support of excavation structures, and support systems for load tests prior to loading.

#### B. Foundations

Determine the safe bearing capacity of the foundation material on which the supports for temporary works rest. If required by the Engineer, conduct load tests to verify proposed bearing capacity values that are marginal or in other high-risk situations.

The use of the foundation support values shown on the contract plans of the permanent structure is permitted if the foundations are on the same level and on the same soil as those of the permanent structure.

Allow for adequate site drainage or soil protection to prevent soil saturation and washout of the soil supporting the temporary works supports.

If piles are used, the estimation of capacities and later confirmation during construction using standard procedures based on the driving characteristics of the pile is permitted. If preferred, use load tests to confirm the estimated capacities; or, if required by the Engineer conduct load tests to verify bearing capacity values that are marginal or in other high risk situations.

The Engineer reviews and approves the proposed pile and soil bearing capacities.

### **5.0 Removal**

Unless otherwise permitted, remove and keep all temporary works upon completion of the work. Do not disturb or otherwise damage the finished work.

Remove temporary works in conformance with the contract documents. Remove them in such a manner as to permit the structure to uniformly and gradually take the stresses due to its own weight.

**6.0 Method of Measurement**

Unless otherwise specified, temporary works will not be directly measured.

**7.0 Basis of Payment**

Payment at the contract unit prices for the various pay items requiring temporary works will be full compensation for the above falsework and formwork.

**CONSTRUCTION OF SUPERSTRUCTURE**

Erect precast prestressed concrete cored slabs furnished by the Division. Furnish and install elastomeric bearings and precast concrete barrier rails on the bridge with applicable grouting.

Complete all work in accordance with the contract plans and the Standard Specifications except payment for these items will be as described below.

No measurement will be made for these items. The price and payment below will be full compensation for all work covered by this provision including but not limited to furnishing all materials, labor, tools, equipment and all incidentals necessary to complete the work.

Payment will be made under:

Construction of Superstructure.....Lump Sum

**CONSTRUCTION OF SUBSTRUCTURE**

Description:

The work covered by this special provision consists of furnishing all labor, equipment, materials, and incidentals necessary to complete the construction of the substructure as is defined in Article 101-3 of the July 2006 Standard Specifications for Roads and Structures.

Materials:

All material shall conform to the Specifications or any applicable contract special provision.

Construction Methods:

All work shall be performed in accordance with the contract plans and the Standard Specifications or any applicable contract special provision.

Basis of Payment:

All work covered by this section will be paid for at the contract lump sum price for "Construction of Substructure".except as noted below.

"HP 12 x 53 Steel Piles" and "Steel Pile Points for HP 12x53 Steel Piles" will be paid for in accordance with other provisions in this Contract.

**CRANE SAFETY**

(8-15-05)

Comply with the manufacturer specifications and limitations applicable to the operation of any and all cranes and derricks. Prime contractors, sub-contractors, and fully operated rental companies shall comply with the current Occupational Safety and Health Administration regulations (OSHA).

Submit all items listed below to the Engineer prior to beginning crane operations involving critical lifts. A critical lift is defined as any lift that exceeds 75 percent of the manufacturer's crane chart capacity for the radius at which the load will be lifted or requires the use of more than one crane. Changes in personnel or equipment must be reported to the Engineer and all applicable items listed below must be updated and submitted prior to continuing with crane operations.

**Crane Safety Submittal List**

- A. **Competent Person:** Provide the name and qualifications of the "Competent Person" responsible for crane safety and lifting operations. The named competent person will have the responsibility and authority to stop any work activity due to safety concerns.
- B. **Riggers:** Provide the qualifications and experience of the persons responsible for rigging operations. Qualifications and experience should include, but not be limited to, weight calculations, center of gravity determinations, selection and inspection of sling and rigging equipment, and safe rigging practices.
- C. **Crane Inspections:** Inspection records for all cranes shall be current and readily accessible for review upon request.
- D. **Certifications:** **By July 1, 2006**, crane operators performing critical lifts shall be certified by NC CCO (National Commission for the Certification of Crane Operators), or satisfactorily complete the Carolinas AGC's Professional Crane Operator's Proficiency Program. Other approved nationally accredited programs will be considered upon request. All crane operators shall also have a current CDL medical card. Submit a list of anticipated critical lifts and



corresponding crane operator(s). Include current certification for the type of crane operated (small hydraulic, large hydraulic, small lattice, large lattice) and medical evaluations for each operator.

## **STEEL PILES**

Refer to Section 450 of the *Standard Specifications*.

(8-4-09)

### **GALVANIZING STEEL PILES**

#### Description

This work consists of surface preparation and galvanizing of steel piles in accordance with Section 1076 of the Standard Specifications. For steel piles, prepare the surface and provide materials in accordance with the applicable parts of the Standard Specifications.

#### Basis of Payment

The work covered by this provision will be included in the contract bid price per linear foot for "HP 12x53 steel piles". This compensation includes the galvanizing of pile bracing when required. The above prices and payments will be full compensation for all work covered by this provision including but not limited to furnishing all materials, labor, tools, equipment and all incidentals necessary to complete the work.

## **GROUT FOR STRUCTURES**

**7-12-07**

### **1.0 DESCRIPTION**

This special provision addresses grout for use in structures, including continuous flight auger (CFA) piles, micropiles, soil nail and anchored retaining walls and backfilling crosshole sonic logging (CSL) tubes or grout pockets, shear keys, dowel holes and recesses for cored slabs and box beams. This provision does not apply to grout placed in post-tensioning ducts for bridge beams, girders, or decks. Provide grout composed of portland cement, water and at the Contractor's option, fine aggregate and/or pozzolan. If necessary, use set controlling admixtures. Proportion, mix and place grout in accordance with the plans, the applicable section of the *Standard Specifications* or special provision for the application and this provision.

### **2.0 MATERIALS**

Refer to Division 10 of the *Standard Specifications*:

<b>Item</b>	<b>Article</b>
Portland Cement	1024-1
Water	1024-4

Fine Aggregate	1014-1
Fly Ash	1024-5
Ground Granulated Blast Furnace Slag	1024-6
Admixtures	1024-3

At the Contractor's option, use an approved packaged grout in lieu of the materials above with the exception of the water. Contact the Materials and Tests (M&T) Unit for a list of approved packaged grouts. Consult the manufacturer to determine if the packaged grout selected is suitable for the application and meets the compressive strength and shrinkage requirements.

### 3.0 REQUIREMENTS

Unless required elsewhere in the Contract, provide non-metallic grout with minimum compressive strengths as follows:

Property	Requirement
Compressive Strength @ 3 days	2500 psi (17.2 MPa)
Compressive Strength @ 28 days	4500 psi (31.0 MPa)

For applications other than micropiles, soil nails and ground anchors, use non-shrink grout with shrinkage of less than 0.15%.

When using approved packaged grout, a grout mix design submittal is not required. Submit grout mix designs in terms of saturated surface dry weights on M&T Form 312U in accordance with the applicable section of the *Standard Specifications* or special provision for the structure. Use an approved testing laboratory to determine the grout mix proportions. Adjust proportions to compensate for surface moisture contained in the aggregates at the time of mixing. Changes in the saturated surface dry mix proportions will not be permitted unless a revised grout mix design submittal is accepted.

For each grout mix design, provide laboratory test results for compressive strength, density, flow and if applicable, aggregate gradation and shrinkage. Submit compressive strength for at least 3 cube and 2 cylinder specimens at the age of 3, 7, 14 and 28 days for a total of at least 20 specimens tested. Perform laboratory tests in accordance with the following:

Property	Test Method
Compressive Strength	AASHTO T106 and T22
Density	AASHTO T133
Flow for Sand Cement Grout	ASTM C939 (as modified below)
Flow for Neat Cement Grout (no fine aggregate)	Marsh Funnel and Cup API RP 13B-1, Section 2.2
Aggregate Gradation for Sand Cement Grout	AASHTO T27
Shrinkage for Non-shrink Grout	ASTM C1090

When testing grout for flow in accordance with ASTM C939, modify the flow cone outlet diameter from ½ to ¾ inch (13 to 19 mm).

When grout mix designs are submitted, the Engineer will review the mix designs and notify the Contractor as to their acceptability. Do not use grout mix designs until written acceptance has been received. Acceptance of grout mix designs or use of approved packaged grouts does not relieve the Contractor of responsibility to furnish a product that meets the Contract requirements.

Upon written request from the Contractor, a grout mix design accepted and used satisfactorily on a Department project may be accepted for use on other projects.

#### 4.0 SAMPLING AND PLACEMENT

The Engineer will determine the locations to sample grout and the number and type of samples collected for field and laboratory testing. Use API RP 13B-1 for field testing grout flow and density of neat cement grout. The compressive strength of the grout will be considered the average compressive strength test results of 3 cube or 2 cylinder specimens at 28 days.

Do not place grout if the grout temperature is less than 50°F (10°C) or more than 90°F (32°C) or if the air temperature measured at the location of the grouting operation in the shade away from artificial heat is below 40°F (4°C).

Provide grout at a rate that permits proper handling, placing and finishing in accordance with the manufacturer's recommendations unless directed otherwise by the Engineer. Use grout free of any lumps and undispersed cement. Agitate grout continuously before placement.

Control grout delivery so the interval between placing batches in the same component does not exceed 20 minutes. Place grout before the time between adding the mixing water and placing the grout exceeds that in the table below.

<b>ELAPSED TIME FOR PLACING GROUT (with continuous agitation)</b>		
<b>Air or Grout Temperature Whichever is Higher</b>	<b>Maximum Elapsed Time</b>	
	<b>No Set Retarding Admixture Used</b>	<b>Set Retarding Admixture Used</b>
90°F (32°C) or above	30 min.	1 hr. 15 min.
80°F (27°C) through 89°F (31°C)	45 min.	1 hr. 30 min.
79°F (26°C) or below	60 min.	1 hr. 45 min.

## 5.0 MISCELLANEOUS

Comply with Articles 1000-9 through 1000-12 of the *Standard Specifications* to the extent applicable for grout in lieu of concrete.

### **HIGH STRENGTH BOLTS**

**(11-17-06)**

In Section 440-8(A) of the Standard Specifications, revise the third paragraph and insert a new paragraph four, respectively, as follows:

“Make sure that plain bolts and washers have a thin coat of lubricant at the time of installation.”

“Use nuts that are pre-waxed by the producer/supplier prior to shipping to the project.”

### **PRESTRESSED CONCRETE MEMBERS**

**(4-02-07)**

The 2006 Standard Specifications shall be revised as follows:

In Section 1078-1 “General” of the Standard Specifications, add the following after the second paragraph:

#### (A) Producer Qualification

Producers of precast, prestressed concrete members are required to establish proof of their competency and responsibility in accordance with the Precast/Prestressed Concrete Institute’s (PCI) Plant Certification Program in order to perform work for the project. Certification of the manufacturing plant under the PCI program and submission of proof of certification to the State Materials Engineer is required prior to beginning fabrication. Maintain certification

at all times while work is being performed for the Department. Submit proof of certification following each PCI audit to the State Materials Engineer for continued qualification. These same requirements apply to producers subcontracting work from the producer directly employed by the Contractor.

Employ producers PCI certified in Product Group B, Bridge Products, and in one of the appropriate categories as listed below:

- B2 Prestressed Miscellaneous Bridge Products: Includes solid piles, sheet piles and bent caps.
- B3 Prestressed Straight-Strand Bridge Members: Includes all box beams, cored slabs, straight-strand girders and bulb-tees, bridge deck panels, hollow piles, prestressed culverts and straight strand segmental components.

- B4 Prestressed Deflected-Strand Bridge Members: Includes deflected strand girders and bulb-tees, haunched girders, deflected strand segmental superstructure components and other post-tensioned elements.

Categories for other elements will be as required by the project special provision or plans.

## **ADHESIVELY ANCHORED ANCHOR BOLTS OR DOWELS**

**(6-11-07)**

### **1.0 GENERAL**

Installation and Testing of Adhesively anchored anchor bolts and dowels shall be in accordance with Section 420-13, 420-21 and 1081-1 of the Standard Specifications except as modified in this provision.

### **2.0 INSTALLATION**

Installation of the adhesive anchors shall be in accordance with manufacturer's recommendations and shall occur when the concrete is above 40 degrees Fahrenheit and has reached its 28 day strength.

The anchors shall be installed before the adhesive's initial set ('gel time').

### **3.0 FIELD TESTING**

Replace the third paragraph of Section 420-13 (C) with the following:

“In the presence of the Engineer, field test the anchor bolt or dowel in accordance with the test level shown on the plans and the following:.

Level One Field testing: Test a minimum of 1 anchor but not less than 10% of all anchors to 50% of the yield load shown on the plans. If less than 60 anchors are to be installed, install and test the required number of anchors prior to installing the remaining anchors. If more than 60 anchors are to be installed, test the first 6 anchors prior to installing the remaining anchors, then test 10% of the number in excess of 60 anchors.

Level Two Field testing: Test a minimum of 2 anchors but not less than 10% of the all anchors to 80% of the yield load shown on the plans. If less than 60 anchors are to be installed, install and test the required number of anchors prior to installing the remaining anchors. If more than 60 anchors are to be installed, test the first 6 anchors prior to installing the remaining anchors, then test 10% of the number in excess of 60 anchors.

Testing should begin only after the Manufacturer's recommended cure time has been reached. For testing, apply and hold the test load for three minutes. If the jack experiences any drop in gage reading, the test must be restarted. For the anchor to be deemed satisfactory, the test load must be held for three minutes with no movement or drop in gage reading.”

**4.0 REMOVAL AND REPLACEMENT OF FAILED TEST SPECIMENS:**

Remove all anchors and dowels that fail the field test without damage to the surrounding concrete. Redrill holes to remove adhesive bonding material residue and clean the hole in accordance with specifications. For reinstalling replacement anchors or dowels, follow the same procedures as new installations. Do not reuse failed anchors or dowels unless approved by the Engineer.

**5.0 USAGE**

The use of adhesive anchors for overhead installments is not permitted without written permission from the Engineer.

**6.0 BASIS OF PAYMENT**

No separate measurement or payment will be made for furnishing, installing, and testing anchor bolts/dowels. Payment at the contract unit prices for the various pay items will be full compensation for all materials, equipment, tools, labor, and incidentals necessary to complete the work.

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

(3-18-03)

Z-04a

**Within quarantined area**

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

**Originating in a quarantined county**

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

**Contact**

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

**Regulated Articles Include**

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

**STANDARD SPECIAL PROVISION****ERRATA**

(7-21-09)

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), 1<sup>st</sup> paragraph, 2<sup>nd</sup> 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 4-40 Subarticle 420-17(F) first line, change Subarticle 420-17(B) to ***(B) herein***.

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**

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

Page 5-14, Article 520-11 Measurement and Payment, first paragraph, second line, delete *will be*.



**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, 1<sup>st</sup> 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>	<b>1028-2</b>

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**

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
<b>45 lb</b>	<b>75 lb</b>	--	--	<b>75 lb</b>

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 D33**59**

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.

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

**END**

**STANDARD SPECIAL PROVISION****AWARD OF CONTRACT**

(6-28-77)

Z-6

“The North Carolina Department of Transportation, in accordance with the provisions of *Title VI of the Civil Rights Act of 1964 (78 Stat. 252)* and the Regulations of the Department of Transportation (*49 C.F.R., Part 21*), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin”.

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

(10-16-07) (Rev 7-21-09)

Z-10

**Description**

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

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

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

**Minorities and Women**

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

**Assigning Training Goals**

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

**Training Classifications**

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

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

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

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

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

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

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

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

### **Records and Reports**

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

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

**Trainee Interviews**

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

**Trainee Wages**

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

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

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

**Achieving or Failing to Meet Training Goals**

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

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

**Measurement and Payment**

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

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

(7-21-09)

Z-5

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

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

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

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

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

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

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



ATTACHMENT A

LISTING OF DBE SUBCONTRACTORS  
4 SHEETS

### LISTING OF MB & WB SUBCONTRACTORS

Sheet \_\_\_\_\_ of \_\_\_\_\_

FIRM NAME AND ADDRESS	MBE or WBE	ITEM NO.	ITEM DESCRIPTION	* AGREED UPON UNIT PRICE	** DOLLAR VOLUME OF ITEM

Contract No. \_\_\_\_\_ County \_\_\_\_\_ Firm \_\_\_\_\_

This form must be completed in order for the Bid to be considered responsive and be publicly read.  
Bidders with no MBE and/or WBE participation must so indicate this on the form by entering the word or number zero.

## LISTING OF MB & WB SUBCONTRACTORS

Sheet \_\_\_\_\_ of \_\_\_\_\_

FIRM NAME AND ADDRESS	MBE or WBE	ITEM NO.	ITEM DESCRIPTION	* AGREED UPON UNIT PRICE	** DOLLAR VOLUME OF ITEM

Contract No. \_\_\_\_\_ County \_\_\_\_\_ Firm \_\_\_\_\_

**This form must be completed in order for the Bid to be considered responsive and be publicly read.  
 Bidders with no MBE and/or WBE participation must so indicate this on the form by entering the word or number *zero*.**

### LISTING OF MB & WB SUBCONTRACTORS

Sheet \_\_\_\_\_ of \_\_\_\_\_

FIRM NAME AND ADDRESS	MBE or WBE	ITEM NO.	ITEM DESCRIPTION	* AGREED UPON UNIT PRICE	** DOLLAR VOLUME OF ITEM

Contract No. \_\_\_\_\_

County \_\_\_\_\_

Firm \_\_\_\_\_

**This form must be completed in order for the Bid to be considered responsive and be publicly read. Bidders with no MBE and/or WBE participation must so indicate this on the form by entering the word or number zero.**

<b>LISTING OF MB &amp; WB SUBCONTRACTORS</b>					
					Sheet _____ of _____
FIRM NAME AND ADDRESS	MBE or WBE	ITEM NO.	ITEM DESCRIPTION	* AGREED UPON UNIT PRICE	** DOLLAR VOLUME OF ITEM

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

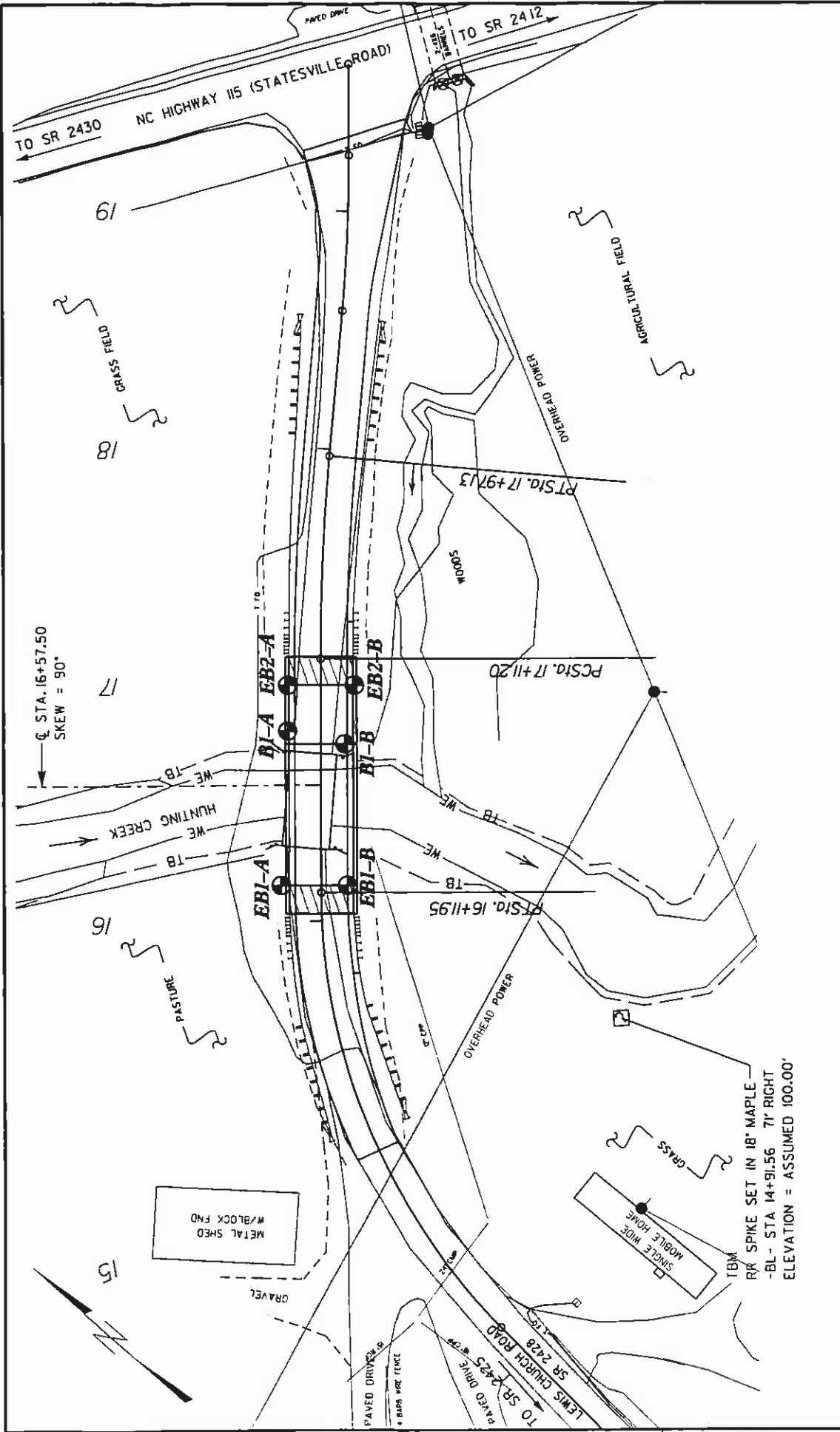
\*\* Must have entry even if figure to be entered is zero.

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

**This form must be completed in order for the Bid to be considered responsive and be publicly read.  
 Bidders with no MBE and/or WBE participation must so indicate this on the form by entering the word or number *zero*.**

## **GEOTECHNICAL ATTACHMENT B**

**The following Geotechnical Bore Holes Sections are for information only and are not a part of this contract. This information is for investigation only and no accuracy is implied or guaranteed. No claim will be allowed as a result of the use of this information.**



BENCHMARK:  
 TBM: RAILROAD SPIKE IN 18" MAPLE  
 7'1" RIGHT OF STA. 14+91.56 -BL -  
 ELEV. 100.00' (ASSUMED DATUM)

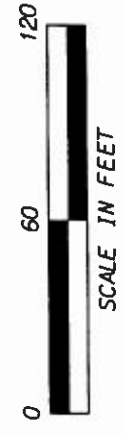
SKREW ANGLE FOR BENTS 90° 00' 00" (TYPICAL)

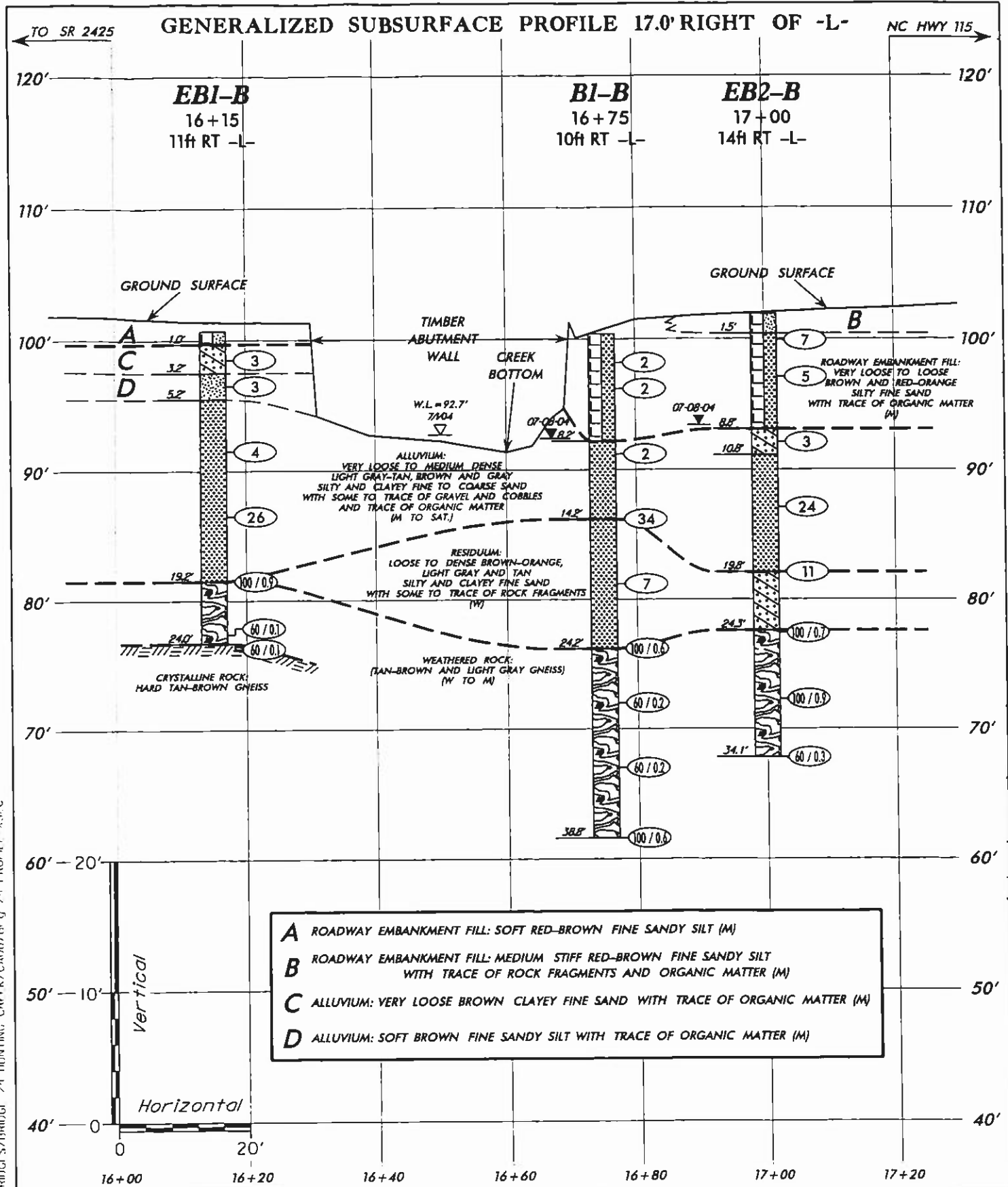
SCALE:	1" = 60'
CHECKED BY:	AFR
DRAWN BY:	TRP
DATE:	AUGUST 2004
JOB NO.	1051-04-133



**BORING LOCATION PLAN**  
 REPLACEMENT OF BRIDGE No. 24  
 OVER HUNTING CREEK ON SR 2428  
 WBS No. 37027 NCMA ID. MA 11004B  
 FEDERAL ID No. N/A  
 WILKES COUNTY, NORTH CAROLINA

SHEET NO. 4





- A** ROADWAY EMBANKMENT FILL: SOFT RED-BROWN FINE SANDY SILT (M)
- B** ROADWAY EMBANKMENT FILL: MEDIUM STIFF RED-BROWN FINE SANDY SILT WITH TRACE OF ROCK FRAGMENTS AND ORGANIC MATTER (M)
- C** ALLUVIUM: VERY LOOSE BROWN CLAYEY FINE SAND WITH TRACE OF ORGANIC MATTER (M)
- D** ALLUVIUM: SOFT BROWN FINE SANDY SILT WITH TRACE OF ORGANIC MATTER (M)

S:\C:\11\2004\DRAWING\BRIDGE\24 HUNTING CREEK\CADD\BP-G 24 PROJ IIF.XSFC

SCALE:	(V) 1"=10' (H) 1"=20'
CHECKED BY:	AFR
DRAWN BY:	TRP
DATE:	AUGUST 2004
JOB NO.	1051-04-133

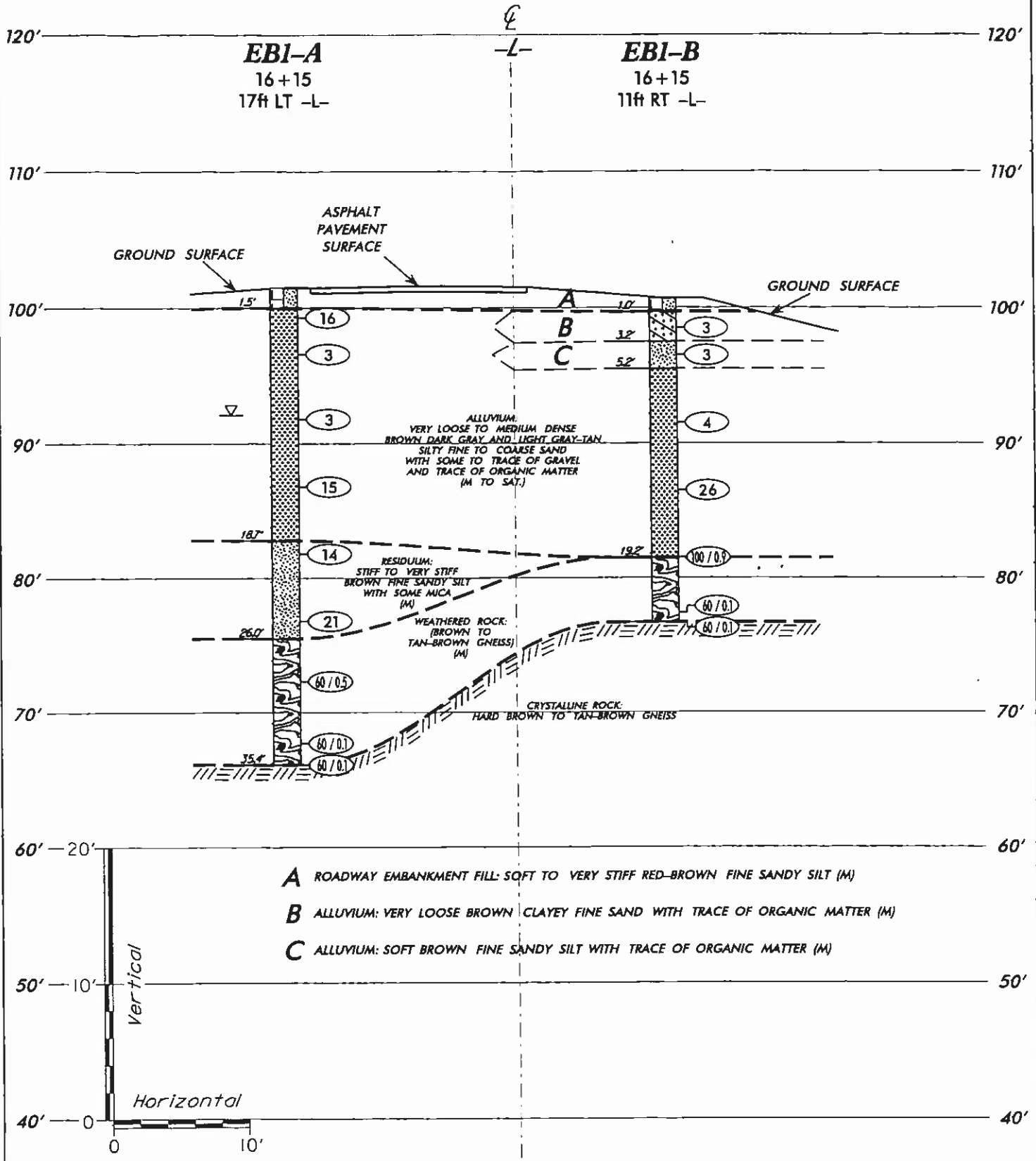


**GENERALIZED SUBSURFACE PROFILE 17.0' RIGHT OF -L-**  
 FROM STA. 15+90 TO STA. 17+30  
 REPLACEMENT OF BRIDGE No. 24  
 OVER HUNTING CREEK ON SR 2428  
 WBS No. 37027 NCMA ID. MA11004B  
 FEDERAL ID No. N/A  
 WILKES COUNTY, NORTH CAROLINA

SHEET NO.  
**5**



# GENERALIZED SUBSURFACE CROSS SECTION THROUGH END BENT No.1



S:\C11\2004\011BRIDGE 24 HUNTING CREEK\CADD\DR-G 24 PROFILE.XS1C

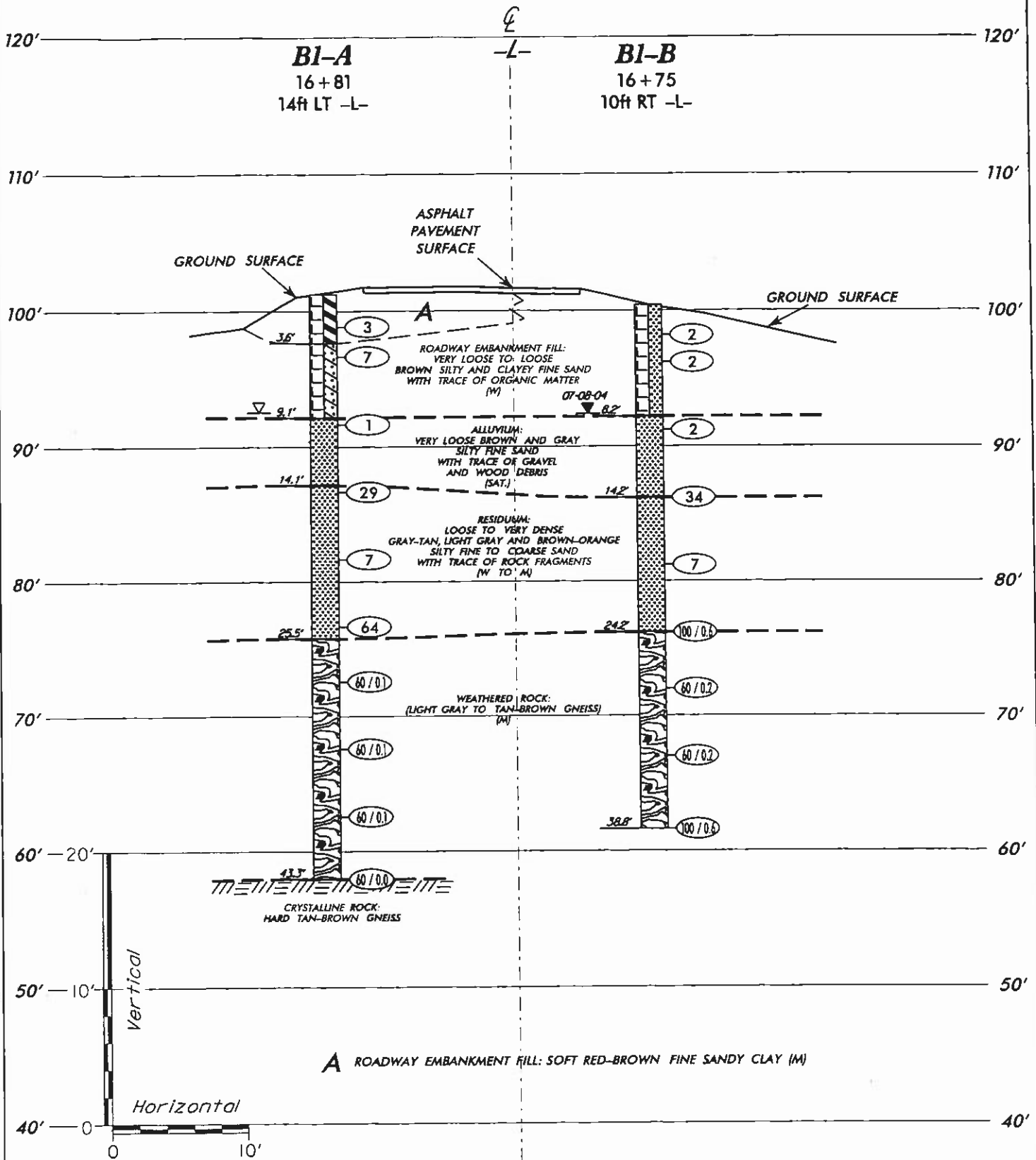
SCALE:	(V) 1" = 10' (H) 1" = 10'
CHECKED BY:	AFR
DRAWN BY:	TRP
DATE:	AUGUST 2004
JOB NO.	1051-04-133



**GENERALIZED SUBSURFACE CROSS SECTION**  
 THROUGH END BENT No. 1  
 REPLACEMENT OF BRIDGE No. 24  
 OVER HUNTING CREEK ON SR 2428  
 WBS No. 37027 NCMA ID. MA11004B  
 FEDERAL ID No. N/A  
 WILKES COUNTY, NORTH CAROLINA

SHEET NO.  
**6A**

# GENERALIZED SUBSURFACE CROSS SECTION THROUGH INTERIOR BENT No. 1



S:\C\11\11\2004\04\BRIDGE 24 HUNTING CREEK\CADD\B-9 24 PROF\11.XSFC

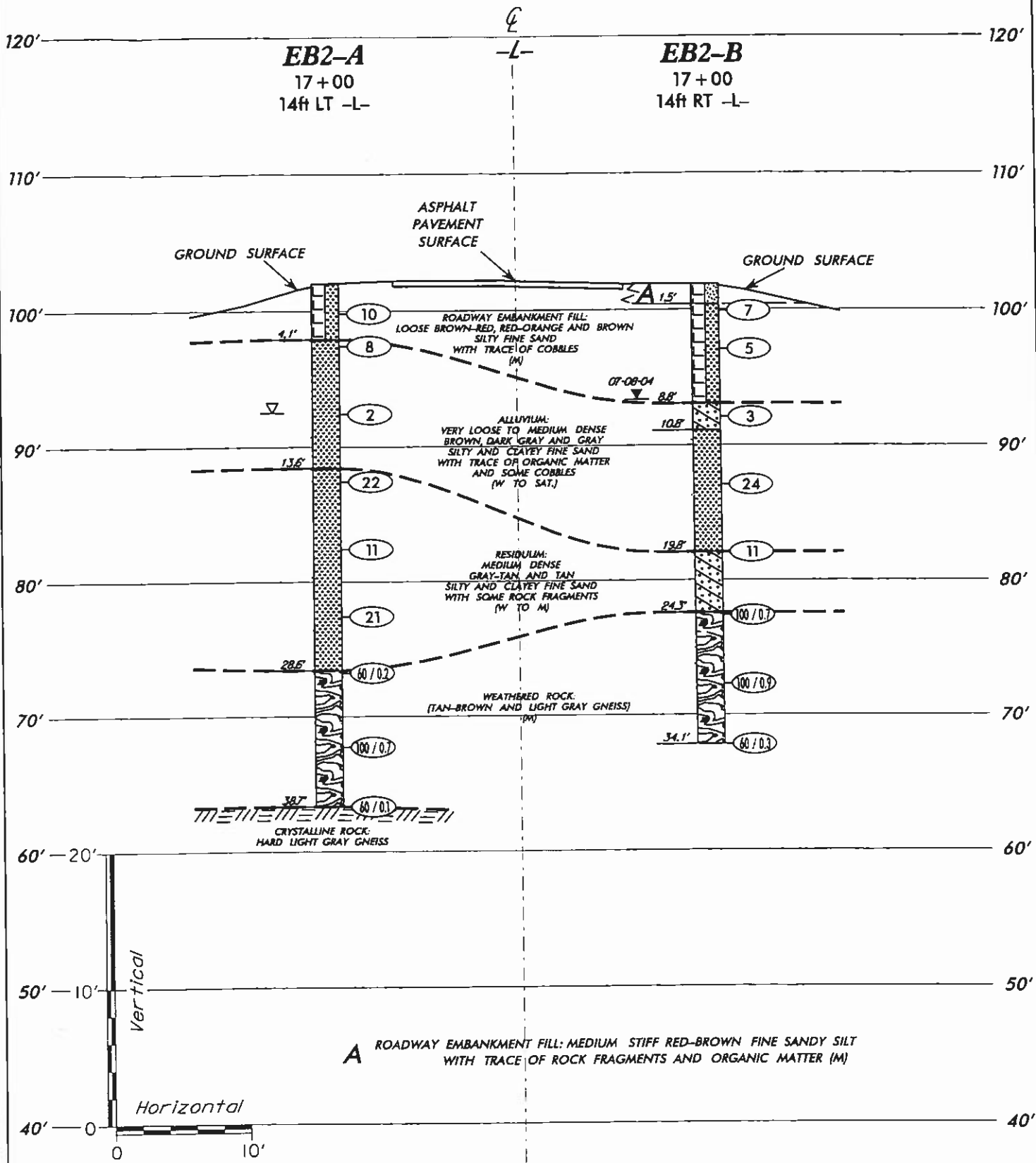
SCALE:	(V) 1" = 10' (H) 1" = 10'
CHECKED BY:	AFR
DRAWN BY:	TRP
DATE:	AUGUST 2004
JOB NO.	105 1-04-133



**GENERALIZED SUBSURFACE CROSS SECTION**  
THROUGH INTERIOR BENT No. 1  
REPLACEMENT OF BRIDGE No. 24  
OVER HUNTING CREEK ON SR 2428  
WBS No. 37027 NCMA ID. MA11004B  
FEDERAL ID No. N/A  
WILKES COUNTY, NORTH CAROLINA

SHEET NO.  
**6B**

# GENERALIZED SUBSURFACE CROSS SECTION THROUGH END BENT No. 2



S:\0111\CM\2004\04BRIDGE\SR2428\BRIDGE\24 HUNTING CREEK\CADD\B-r-g 24 PROFILE.XSLC

SCALE:	(V) 1" = 10' (H) 1" = 10'
CHECKED BY:	AFR
DRAWN BY:	TRP
DATE:	AUGUST 2004
JOB NO.	1051-04-133



**GENERALIZED SUBSURFACE CROSS SECTION**  
THROUGH END BENT No. 2  
REPLACEMENT OF BRIDGE No. 24  
OVER HUNTING CREEK ON SR 2428  
WBS No. 37027 NCMA ID. MA11004B  
FEDERAL ID No. N/A  
WILKES COUNTY, NORTH CAROLINA

SHEET NO.  
**60**



PROJECT NO. MA11004B		ID. 37027		COUNTY Wilkes		GEOLOGIST A. Smith								
SITE DESCRIPTION Replacement of Bridge No. 24 over Hunting Creek on SR 2428							GROUND WATER (ft)							
BORING NO. EB1-A		BORING LOCATION 16+15		OFFSET 17.0 ft LT		ALIGNMENT -L-								
COLLAR ELEV. 101.5 ft		NORTHING		EASTING		0 HR. 9.4								
TOTAL DEPTH 35.4 ft		DRILL MACHINE CME-550x		DRILL METHOD 3-1/4" HSA		HAMMER TYPE AUTOMATIC								
DATE STARTED 7/8/04		COMPLETED 7/8/04		SURFACE WATER DEPTH N/A										
ELEV. (ft)	DEPTH (ft)	BLOW COUNT			BLOWS PER FOOT					SAMP. NO.	MOI	LOG	SOIL AND ROCK DESCRIPTION	
		0.5ft	0.5ft	0.5ft	0	20	40	60	80					100
101.5					GROUND SURFACE									
100.3	1.2													0.00
97.6	3.9	3	8	8										1.5
92.8	8.7	2	1	2										
87.8	13.7	1	1	2										
82.8	18.7	10	11	4										
77.8	23.7	10	7	7										
72.8	28.7	6	9	12										
67.8	33.7	60/0.5												
66.2	35.3	60/0.1												
		60/0.1												
					BORING TERMINATED WITH STANDARD PENETRATION TEST REFUSAL AT ELEV. 66.1 FEET ON CRYSTALLINE ROCK HARD BROWN GNEISS									
														1) ADVANCED 3-1/4" HSA TO 35.3 FEET.

NCDOT BORE SINGLE 51-133 GPJ NCDOT.GDT 02/27/04



PROJECT NO. MA11004B		ID. 37027		COUNTY Wilkes		GEOLOGIST A. Smith								
SITE DESCRIPTION Replacement of Bridge No. 24 over Hunting Creek on SR 2428							GROUND WATER (ft)							
BORING NO. EB1-B		BORING LOCATION 16+15		OFFSET 11.0 ft RT	ALIGNMENT -L-		0 HR. DRY							
COLLAR ELEV. 100.7 ft		NORTHING		EASTING		24 HR. N/M								
TOTAL DEPTH 24.0 ft		DRILL MACHINE CME-550x		DRILL METHOD 3-1/4" HSA		HAMMER TYPE AUTOMATIC								
DATE STARTED 7/8/04		COMPLETED 7/8/04		SURFACE WATER DEPTH N/A										
ELEV. (ft)	DEPTH (ft)	BLOW COUNT			BLOWS PER FOOT					SAMP NO.	MOI	LOG	SOIL AND ROCK DESCRIPTION	
		0.5ft	0.5ft	0.5ft	0	20	40	60	80					100
100.7					GROUND SURFACE									
99.5	1.2												M	100.7 99.7 ROADWAY EMBANKMENT FILL: SOFT RED-BROWN FINE SANDY SILT (A-4)
97.5	3.2	2	2	1									M	97.5 97.5 ALLUVIUM: VERY LOOSE BROWN CLAYEY FINE SAND (A-2-6)
92.5	8.2	2	2	2									M	95.5 95.5 WITH TRACE OF ORGANIC MATTER SOFT BROWN FINE SANDY SILT (A-4)
87.5	13.2	5	15	11									Sal.	WITH TRACE OF ORGANIC MATTER LOOSE TO MEDIUM DENSE LIGHT GRAY-TAN SILTY FINE TO COARSE SAND (A-2-4)
82.5	18.2	4	9	91/0.4									Sal.	WITH SOME TO TRACE OF GRAVEL
77.5	23.2												M	81.5 WEATHERED ROCK: (TAN-BROWN GNEISS)
76.8	23.9	60/0.1											M	76.7 1) ADVANCED 3-1/4" HSA TO 23.9 FEET
		60/0.1			BORING TERMINATED WITH STANDARD PENETRATION TEST REFUSAL AT ELEV. 76.7 FEET ON CRYSTALLINE ROCK HARD TAN-BROWN GNEISS									

NCDOT BORE SINGLE 51-133.GPJ NCDOT.GDT 8/27/04



PROJECT NO. MA11004B		ID. 37027		COUNTY Wilkes		GEOLOGIST A. Smith								
SITE DESCRIPTION Replacement of Bridge No. 24 over Hunting Creek on SR 2428							GROUND WATER (ft)							
BORING NO. B1-A		BORING LOCATION 16+81		OFFSET 14.0 ft LT		ALIGNMENT -L-								
COLLAR ELEV. 101.3 ft		NORTHING		EASTING		0 HR. 8.7								
TOTAL DEPTH 43.3 ft		DRILL MACHINE CME-550x		DRILL METHOD 3-1/4" HSA/Rotary Wash with 2-7/8" Tr-Cone Roller		HAMMER TYPE AUTOMATIC								
DATE STARTED 7/8/04		COMPLETED 7/8/04		SURFACE WATER DEPTH N/A										
ELEV. (ft)	DEPTH (ft)	BLOW COUNT			BLOWS PER FOOT					SAMP NO	MOI	LOG	SOIL AND ROCK DESCRIPTION	
		0.5ft	0.5ft	0.5ft	0	20	40	60	80					100
101.3					GROUND SURFACE								101.3	0.00
99.9	1.4												M	ROADWAY EMBANKMENT FILL SOFT RED-BROWN FINE SANDY CLAY (A-7-5)
97.7	3.6	2	1	2									M	LOOSE BROWN CLAYEY FINE SAND (A-2-6)
92.7	6.6	4	6	1									▽	ALLUVIUM: VERY LOOSE DARK GRAY SILTY FINE SAND (A-2-4)
87.7	13.6	WOH	1	WOH									Sat.	RESIDUUM: LOOSE TO VERY DENSE GRAY-TAN SILTY FINE TO COARSE SAND (A-2-4) WITH TRACE OF ROCK FRAGMENTS
82.7	18.6	12	17	12									W	
77.7	23.6	5	3	4									W	
72.7	28.6	12	16	48									M	WEATHERED ROCK (TAN-BROWN GNEISS)
67.7	33.6	60/0.1											M	
62.7	38.6	60/0.1											M	
58.0	43.3	60/0.1											M	
		60/0.0								60/0.0				1) ADVANCED 3-1/4" HSA TO 38.6 FEET 2) ADVANCED 2-7/8" TRI-CONE ROLLER FROM 38.7 TO 43.3 FEET
BORING TERMINATED WITH STANDARD PENETRATION TEST REFUSAL AT ELEV. 58.0 FEET ON CRYSTALLINE ROCK: HARD TAN-BROWN GNEISS														

NCDOT BORE SINGLE 51-133 GP, NCDOT GDT 8/27/04



PROJECT NO. MA11004B		ID. 37027		COUNTY Wilkes		GEOLOGIST A. Smith								
SITE DESCRIPTION Replacement of Bridge No. 24 over Hunting Creek on SR 2428							GROUND WATER (ft)							
BORING NO. B1-B		BORING LOCATION 16+75		OFFSET 10.0 ft RT		ALIGNMENT -L-	0 HR. 8.0							
COLLAR ELEV. 100.4 ft		NORTHING			EASTING		24 HR. 8.0 on 07-08-04							
TOTAL DEPTH 38.8 ft		DRILL MACHINE CME-550x		DRILL METHOD 3-1/4" HSA			HAMMER TYPE AUTOMATIC							
DATE STARTED 7/7/04		COMPLETED 7/7/04		SURFACE WATER DEPTH N/A										
ELEV (ft)	DEPTH (ft)	BLOW COUNT			BLOWS PER FOOT					SAMP. NO	LOG	SOIL AND ROCK DESCRIPTION		
		0.5ft	0.5ft	0.5ft	0	20	40	60	80				100	
100.4					GROUND SURFACE									
99.2	1.2													
97.2	3.2	WOH	1	1							M		ROADWAY EMBANKMENT FILL: VERY LOOSE BROWN SILTY FINE SAND (A-2-4) WITH TRACE OF ORGANIC MATTER	
92.2	8.2	2	1	1							M			
87.2	13.2	1	1	1							▼ Sat.		ALLUVIUM VERY LOOSE BROWN AND GRAY SILTY FINE SAND (A-2-4) WITH TRACE OF GRAVEL AND WOOD DEBRIS	
82.2	18.2	7	17	17							W		RESIDUUM DENSE TO LOOSE LIGHT GRAY TO BROWN-ORANGE SILTY FINE SAND (A-2-4) WITH TRACE OF ROCK FRAGMENTS	
77.2	23.2	4	3	4							W			
72.2	28.2	27	35	65/0.1							W		WEATHERED ROCK (LIGHT GRAY TO BROWN-TAN GNEISS)	
67.2	33.2	60/0.2									M			
62.2	38.2	60/0.2									M			
		60	40/0.1							100/0.6	M		1) ADVANCED 3-1/4" HSA TO 38.2 FEET.	
					BORING TERMINATED AT ELEV. 61.6 FEET IN WEATHERED ROCK (BROWN-TAN GNEISS)									

NCDOT BORE SINGLE 51-133 GPJ NCDOT GDT 9/1/04



PROJECT NO. MA11004B		ID. 37027		COUNTY Wilkes		GEOLOGIST A. Smith								
SITE DESCRIPTION Replacement of Bridge No. 24 over Hunting Creek on SR 2428							GROUND WATER (ft)							
BORING NO. EB2-A		BORING LOCATION 17+00		OFFSET 14.0 ft LT		ALIGNMENT -L-								
COLLAR ELEV. 102.0 ft		NORTHING			EASTING									
TOTAL DEPTH 38.7 ft		DRILL MACHINE CME-550x		DRILL METHOD 3-1/4" HSA			HAMMER TYPE AUTOMATIC							
DATE STARTED 7/8/04		COMPLETED 7/8/04		SURFACE WATER DEPTH N/A										
ELEV. (ft)	DEPTH (ft)	BLOW COUNT			BLOWS PER FOOT					SAMP. NO.	LOG MOI	SOIL AND ROCK DESCRIPTION		
		0.5ft	0.5ft	0.5ft	0	20	40	60	80				100	
102.0					GROUND SURFACE								0.00	
100.8	1.2											M	ROADWAY EMBANKMENT FILL	
98.4	3.6	5	4	6								M	LOOSE BROWN-RED SILTY FINE SAND (A-2-4) WITH TRACE OF COBBLES	4.1
93.4	8.6	4	5	3								▽ Sat	ALLUVIUM: LOOSE TO VERY LOOSE BROWN AND DARK GRAY SILTY FINE SAND (A-2-4) WITH TRACE OF ORGANIC MATTER	
88.4	13.6	1	1	1								W		13.6
83.4	18.6	5	6	16								M	RESIDUUM: MEDIUM DENSE GRAY-TAN SILTY FINE SAND (A-2-4)	
78.4	23.6	2	4	7								M		
73.4	28.6	7	10	11								M		
68.4	33.6	60/0.2							60/0.2			M	WEATHERED ROCK (TAN-BROWN AND LIGHT GRAY GNEISS)	28.6
63.4	38.6	82	18/0.2						100/0.7			M		
		60/0.1							60/0.1			M		38.7
BORING TERMINATED WITH STANDARD PENETRATION TEST REFUSAL AT ELEV. 63.3 FEET ON CRYSTALLINE ROCK. HARD LIGHT GRAY GNEISS														
											1) ADVANCED 3-1/4" HSA TO 38.6 FEET.			

NCDOT BORE SINGLE 51-133 GPJ NCDOT GDT B/27/04





**BID SHEET**

## CONTRACT COST PROPOSAL

The Contractor agrees to provide the services outlined in this proposal for the following fixed price:

## BRIDGE REPLACEMENT WITH PRESTRESSED CORED SLABS

LINE NO.	ITEM NO.	SEC NO.	DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
1.	0000100000-N	800	MOBILIZATION	LS	<u>LS</u>	_____
2.	0248000000-N	SP	GENERIC GRADING ITEM (EXCAVATION AND EMBANKMENT)	LS	<u>LS</u>	_____
3.	0366000000-E	310	15" RC PIPE CULVERT, CLASS III	16 LF	_____	_____
4.	1489000000-E	610	ASPHALT CONCRETE BASE COURSE, TYPE B25.0 B	170 TONS	_____	_____
5.	1519000000-E	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S 9.5 B	190 TONS	_____	_____
6.	1560000000-E	620	ASPHALT BINDER FOR PLANT MIX, TYPE PG 64-22	17 TONS	_____	_____
7.	2286000000-E	840	MASONRY DRAINAGE STRUCTURE	2 EACH	_____	_____
8.	2354000000-E	840	FRAME WITH TWO GRATES, STD 840.22	2 EACH	_____	_____
9.	2556000000-E	846	SHOULDER BERM GUTTER	40 LIN. FT.	_____	_____
10.	3030000000-E	862	STEEL BEAM GUARDRAIL	250 LIN. FT.	_____	_____
11.	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5 EACH	_____	_____
12.	3270000000-N	SP	GUARDRAIL ANCHOR UNIT, TYPE 350	4 EACH	_____	_____
13.	3317000000-N	862	GUARDRAIL ANCHOR UNIT, TYPE B-77	4 EACH	_____	_____

LINE NO.	ITEM NO.	SEC NO.	DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
14.	3656000000-E	876	FILTER FABRIC FOR DRAINAGE, TYPE 2	690 SY	_____	_____
15.	3659000000-N	876	PREFORMED SCOUR HOLE WITH LEVEL APRON	1 EACH	_____	_____
16.	4589000000-E	SP	GENERIC TRAFFIC CONTROL	LS	<u>LS</u>	_____
17.	6000000000-E	1605	TEMPORARY SILT FENCE	1050 LIN. FT.	_____	_____
18.	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	165 TONS	_____	_____
19.	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	45 TONS	_____	_____
20.	6012000000-E	1610	SEDIMENT CONTROL STONE	50 TONS	_____	_____
21.	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200 LIN. FT.	_____	_____
22.	6027000000-E	1622	INLET PROTECTION AT TEMPORARY SLOPE DRAINS	4 EACH	_____	_____
23.	6029000000-E	SP	SAFETY FENCE	450 LIN. FT.	_____	_____
24.	6030000000-E	1630	SILT EXCAVATION	25 CY	_____	_____
25.	6036000000-E	1631	MATTING FOR EROSION CONTROL	6250 SY	_____	_____
26.	6133000000-N	SP	GENERIC EROSION CONTROL	LS	<u>LS</u>	_____
27.	8035000000-N	402	REMOVAL OF EXISTING STRUCTURES	LS	<u>LS</u>	_____
28.	8210000000-N	422	BRIDGE APPROACH SLABS	LS	<u>LS</u>	_____
29.	8365000000-E	SP	HP12X53 GALVANIZED STEEL PILES	480 LIN. FT.	_____	_____

LINE NO.	ITEM NO.	SEC. NO.	DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
30.	8391000000-E	SP	STEEL PILE POINTS FOR HP 12X53 STEEL PILES	24 EACH	_____	_____
31.	8594000000-E	876	PLAIN RIP RAP, CLASS II	420 TON	_____	_____
32.	8765000000-N	SP	CONSTR. OF SUBSTRUCTURE	LS	<u>LS</u>	_____
33.	8766000000-N	SP	CONSTR. OF SUPERSTRUCTURE	LS	<u>LS</u>	_____

TOTAL PROJECT BID \_\_\_\_\_

**EXECUTION OF PROPOSAL**

DATE: \_\_\_\_\_

In compliance with the foregoing request for proposals and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services for the prices quoted.

**TOTAL PROJECT BID:** \$ \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_ PHONE: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TYPED OR PRINTED NAME)

CONTRACTOR'S LICENSE NUMBER: \_\_\_\_\_

**ACCEPTANCE OF PROPOSAL**

AGENCY: N. C. DEPARTMENT OF TRANSPORTATION CITY AND STATE:  
RALEIGH, NORTH CAROLINA

BY: \_\_\_\_\_, STATE BRIDGE MANAGEMENT ENGINEER  
(SIGNATURE)

12/19/89

**\*AWARD LIMITS ON MULTIPLE PROJECTS\***

It is the desire of the Proposer to be awarded contracts, the value of which will not exceed a total of \$ \_\_\_\_\_, for those projects indicated below on which bids are being opened on the same date as shown in the Proposal Form. Individual projects shall be indicated by placing the project number and county in the appropriate place below. Projects not selected will not be subject to an award limit.

(Project Number)	(County)
(Project Number)	(County)
(Project Number)	(County)
(Project Number)	(County)

\*If a Proposer desires to limit the total amount of work awarded to him in this letting, he shall state such limit in the space provided above in the second line of this form.

It is agreed that in the event that I am (we are) the successful bidder on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated which have a total value not exceeding the award limit and which will result in the best advantage to the Department of Transportation.

\_\_\_\_\_  
\*\*Signature of Authorized Person

\*\*Only those persons authorized to sign bids under the provisions of Article 102-8, Item 7, shall be authorized to sign this form.

**EXECUTION OF CONTRACT  
NON-COLLUSION AFFIDAVIT AND DEBARMENT CERTIFICATION**

**CORPORATION**

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, and that the Contractor intends to do the work with his own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion affidavit and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exception that are applicable.

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_ Full name of Corporation

\_\_\_\_\_ Address as Prequalified

Attest \_\_\_\_\_  
Secretary/ Assistant Secretary  
*Select appropriate title*

By \_\_\_\_\_  
President/ Vice President/ Assistant Vice President  
*Select appropriate title*

\_\_\_\_\_ Print or type Signer's Name

\_\_\_\_\_ Print or type Signer's Name

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

**NOTARY SEAL**

Subscribed and sworn to before me this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ Signature of Notary Public

of \_\_\_\_\_ County.

State of \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

## DEBARMENT CERTIFICATION OF CONTRACTOR

Conditions for certification:

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



### DEBARMENT CERTIFICATION

The Contractor certifies to the best of its knowledge and belief, that it and its principals:

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

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

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

Check here if an explanation is attached to this Certification.

**Summers, Michael K**

*B-5227*

---

**From:** Dishman, Ivan H  
**Sent:** Monday, March 08, 2010 8:35 AM  
**To:** Summers, Michael K  
**Subject:** FW: Wilkes #24

FYI

---

**From:** Slaughter, Johnathan H  
**Sent:** Monday, March 08, 2010 8:33 AM  
**To:** Dishman, Ivan H  
**Subject:** Wilkes #24

Ivan,

As designed, I do not believe that permits are required for the replacement of Bridge #24 in Wilkes County.

Heath Slaughter, Environmental Program Supervisor II

NCDOT/Operations/Division 11

P.O. Box 250, North Wilkesboro, NC 28659

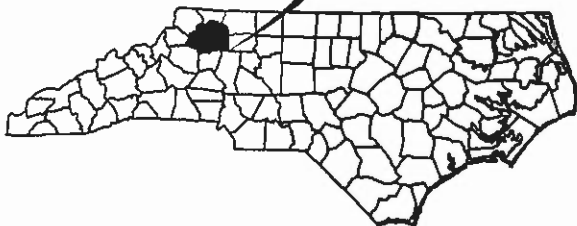
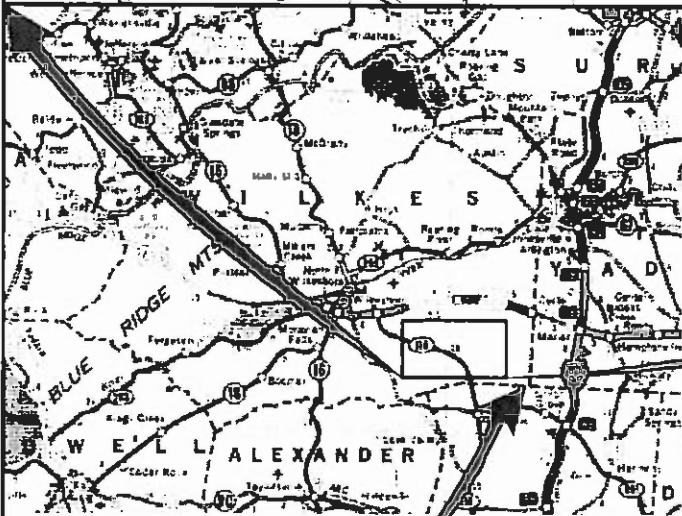
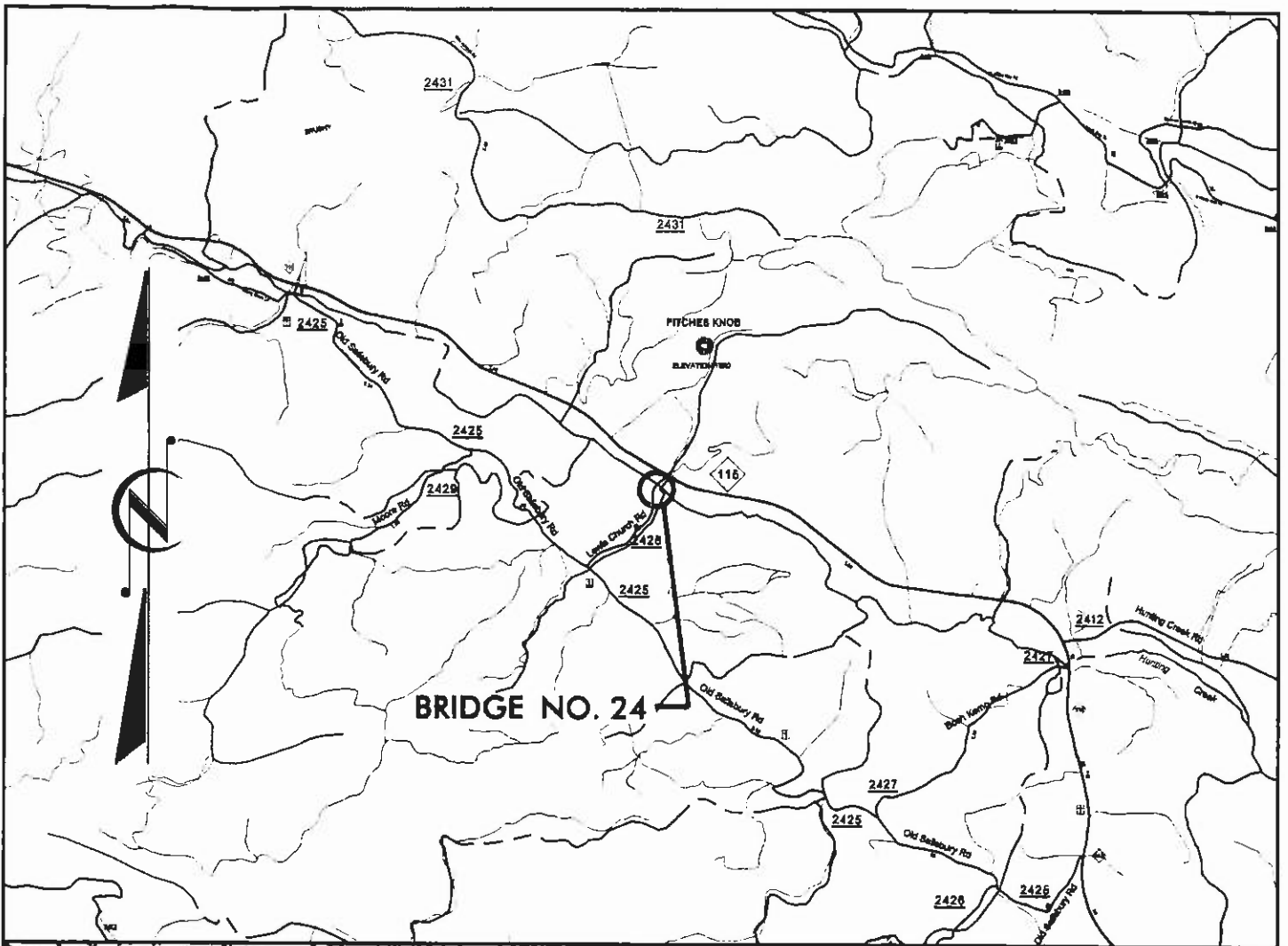
Phone: (336) 903-9202 / Fax: (336) 667-4549

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law (GS 132 and may be disclosed to third parties by an authorized state official.

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Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.

3/8/2010



NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

**Bridge Maintenance Unit**

BRIDGE NO. 24  
 SR 2428 OVER HUNTING CREEK  
 WILKES COUNTY  
 MA11004B

VICINITY MAP

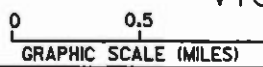
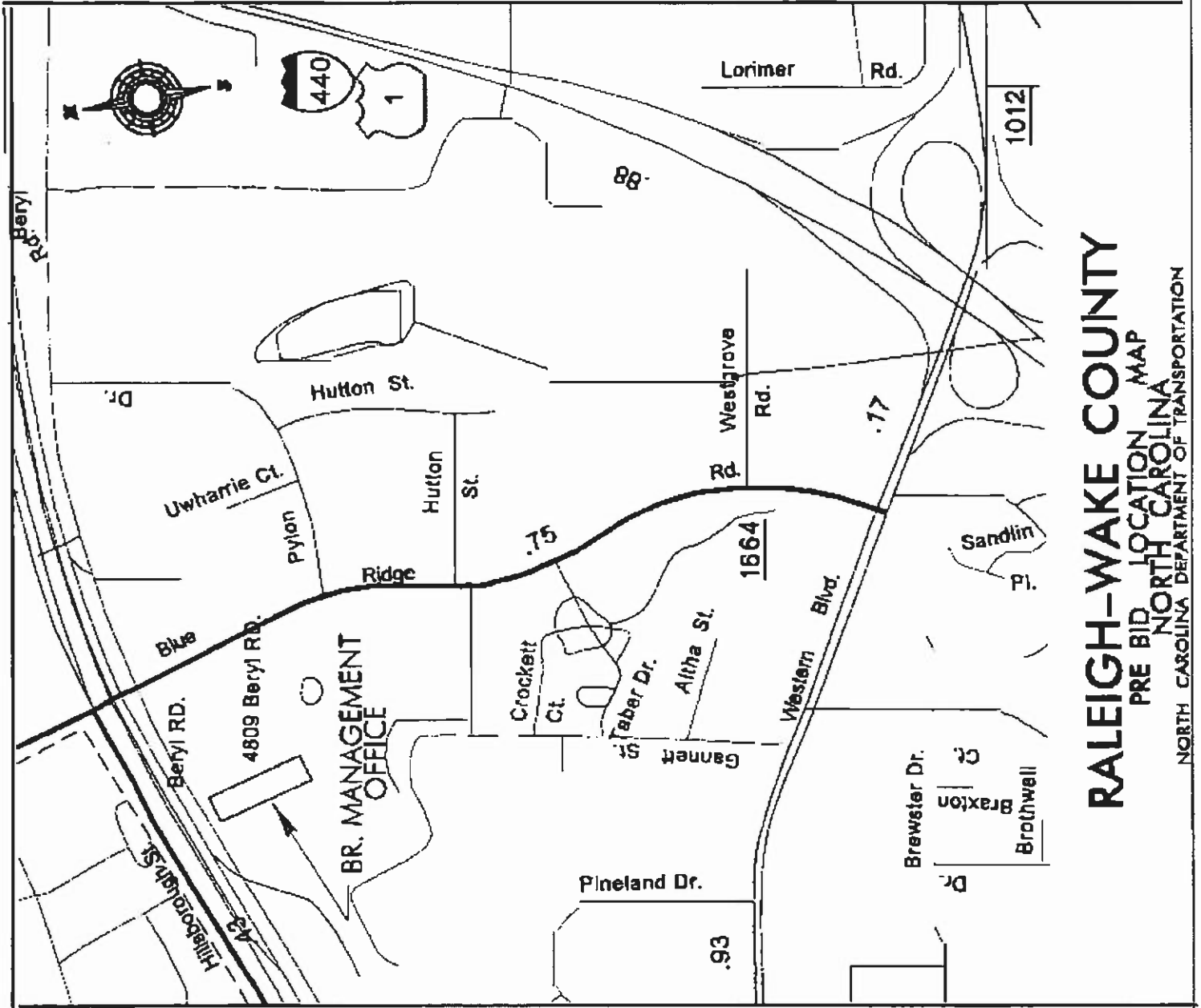


FIGURE 1



# RALEIGH-WAKE COUNTY

PRE BID LOCATION MAP

NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION