

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

C204055

CONTRACT AND  
CONTRACT BONDS

FOR CONTRACT NO. C204055

WBS 46409.3.2 NHPIM-0040(069)

T.I.P NO. I-5889A

COUNTY OF BUNCOMBE  
THIS IS THE ROADWAY & STRUCTURE CONTRACT  
ROUTE NUMBER I 40 LENGTH 4.614 MILES  
LOCATION I-40 FROM MP-46 TO MP-50.

CONTRACTOR GLF CONSTRUCTION CORPORATION  
ADDRESS 528 NW 7TH AVENUE  
MIAMI, FL 33136

BIDS OPENED JANUARY 16, 2018  
CONTRACT EXECUTION 2/6/2018

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

PROPOSAL

DATE AND TIME OF BID OPENING: **JANUARY 16, 2018 AT 2:00 PM**

CONTRACT ID C204055  
WBS 46409.3.2

FEDERAL-AID NO. NHPIM-0040(069)  
COUNTY BUNCOMBE  
T.I.P. NO. I-5889A  
MILES 4.614  
ROUTE NO. I 40  
LOCATION I-40 FROM MP-46 TO MP-50.

TYPE OF WORK BRIDGE REHABILITATION.

**NOTICE:**

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOTWITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY FEDERAL - AID FUNDED PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING.

**BIDS WILL BE RECEIVED AS SHOWN BELOW:**

**THIS IS A ROADWAY & STRUCTURE PROPOSAL**

**5% BID BOND OR BID DEPOSIT REQUIRED**

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**PROPOSAL FOR THE CONSTRUCTION OF  
CONTRACT No. C204055 IN BUNCOMBE COUNTY, NORTH CAROLINA**

Date \_\_\_\_\_ 20 \_\_\_\_\_

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

The Bidder has carefully examined the location of the proposed work to be known as Contract No. C204055 has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Board of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2018 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. C204055 in Buncombe County, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2018* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

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

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

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

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



*State Contract Officer*

DocuSigned by:  
*Ronald E. Davenport, Jr.*  
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12/18/2017

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**PROJECT SPECIAL PROVISIONS****GENERAL****CONTRACT TIME AND LIQUIDATED DAMAGES:**

(7-1-95) (Rev. 12-18-07)

108

SP1 G10 A

The date of availability for this contract is **February 26, 2018**.

The completion date for this contract is **October 15, 2019**.

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are **Two Thousand Dollars (\$ 2,000.00)** per calendar day.

**INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:**

(2-20-07)

108

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **I-40, associated Ramps / Loops, and any associated -Y- Lines** during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**Sunday thru Saturday  
6:00 a.m. to 7:00 p.m.**

In addition, the Contractor shall not close or narrow a lane of traffic on **I-40, associated Ramps / Loops, and any associated -Y- Lines**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

**HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS**

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **6:00 a.m.** December 31<sup>st</sup> and **7:00 p.m.** January 2<sup>nd</sup>. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **7:00 p.m.** the following Tuesday.
3. For **Easter**, between the hours of **6:00 a.m.** Thursday and **7:00 p.m.** Monday.

4. For **Memorial Day**, between the hours of **6:00 a.m.** Friday and **7:00 p.m.** Tuesday.
5. For **Independence Day**, between the hours of **6:00 a.m.** the day before Independence Day and **7:00 p.m.** the day after Independence Day.  
  
If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 a.m.** the Thursday before Independence Day and **7:00 p.m.** the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of **6:00 a.m.** Friday and **7:00 p.m.** Tuesday.
7. For **Thanksgiving**, between the hours of **6:00 a.m.** Tuesday and **7:00 p.m.** Monday.
8. For **Christmas**, between the hours of **6:00 a.m.** the Friday before the week of Christmas Day and **7:00 p.m.** the following Tuesday after the week of Christmas Day.
9. For **Weekends during the month of October**, between the hours of **6:00 a.m.** Friday to **6:00 a.m.** Monday.

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

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

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

**The Day and Time Restrictions of this Intermediate Contract Time do not apply during Intermediate Contract Time #2; however, Holiday and Holiday Weekend Lane Closure Restrictions do apply throughout the entire duration of this Contract.**

The liquidated damages are **One Thousand Two Hundred and Fifty Dollars (\$ 1,250.00)** per fifteen **(15)** minute time period

**INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:**

(2-20-07) (Rev. 6-18-13)

108

SP1 G14 F

The Contractor shall complete the work required of **replacing the exterior beam of Bridge #369** as shown on Sheet **TMP-3** and shall place and maintain traffic on same.

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

The completion time for this intermediate contract time is the following **Monday** at **6:00 a.m.** after the time of availability.

The liquidated damages are **One Thousand Two Hundred and Fifty Dollars (\$ 1,250.00)** per fifteen (15) minute time period. **The liquidated damages associated with the Day and Time Restrictions described in Intermediate Contract Time #1 will not apply to this work.**

**MAJOR CONTRACT ITEMS:**

(2-19-02)

104

SP1 G28

The following listed items are the major contract items for this contract (see Article 104-5 of the 2018 Standard Specifications):

Line #	Description
55	Latex Modified Concrete - Very Early Strength
59	Beam Section Replacement and Stiffener/Connector Plate Repair
62	Anchored Veneer

**NO SPECIALTY ITEMS:**

(7-1-95)

108-6

SP1 G34

None of the items included in this contract will be specialty items (see Article 108-6 of the 2018 Standard Specifications).

**FUEL PRICE ADJUSTMENT:**

(11-15-05) (Rev. 2-18-14)

109-8

SP1 G43

Revise the 2018 Standard Specifications as follows:

**Page 1-83, Article 109-8, Fuel Price Adjustments**, add the following:

The base index price for DIESEL #2 FUEL is \$ **2.0016** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

The pay items and the fuel factor used in calculating adjustments to be made will be as follows:

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Sub-Ballast	Gal/Ton	0.55
Asphalt Concrete Base Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Intermediate Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Surface Course, Type ____	Gal/Ton	2.90
Open-Graded Asphalt Friction Course	Gal/Ton	2.90
Permeable Asphalt Drainage Course, Type ____	Gal/Ton	2.90
Sand Asphalt Surface Course, Type ____	Gal/Ton	2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
__" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to __" Pavement	Gal/SY	0.245

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

(7-15-08) (Rev. 5-16-17)

108-2

SP1 G58

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

<b><u>Fiscal Year</u></b>	<b><u>Progress (% of Dollar Value)</u></b>
2018	(7/01/17 - 6/30/18) <b>30%</b> of Total Amount Bid
2019	(7/01/18 - 6/30/19) <b>61%</b> of Total Amount Bid
2020	(7/01/19 - 6/30/20) <b>9%</b> of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2018 Standard Specifications*. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

**DISADVANTAGED BUSINESS ENTERPRISE:**

(10-16-07)(Rev. 1-17-17)

102-15(J)

SP1 G61

**Description**

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with Federal funds. This provision is guided by 49 CFR Part 26.

**Definitions**

*Additional DBE Subcontractors* - Any DBE submitted at the time of bid that will not be used to meet the DBE goal. No submittal of a Letter of Intent is required.

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

*Contract Goal Requirement* - The approved DBE participation at time of award, but not greater than the advertised contract goal.

*DBE Goal* - A portion of the total contract, expressed as a percentage, that is to be performed by committed DBE subcontractor(s).

*Disadvantaged Business Enterprise (DBE)* - A firm certified as a Disadvantaged Business Enterprise through the North Carolina Unified Certification Program.

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



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

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

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

### **Forms and Websites Referenced in this Provision**

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

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

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

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

*JC-1 Joint Check Notification Form* - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.  
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf>

*Letter of Intent* - Form signed by the Contractor and the DBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed DBE for the amount listed at the time of bid.

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

*Listing of DBE Subcontractors Form* - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only.

[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20\(Federal\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20(Federal).docx)

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

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

## **DBE Goal**

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

Disadvantaged Business Enterprises **1.0** %

- (A) *If the DBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that DBEs participate in at least the percent of the contract as set forth above as the DBE goal.
- (B) *If the DBE goal is zero*, the Contractor shall make an effort to recruit and use DBEs during the performance of the contract. Any DBE participation obtained shall be reported to the Department.

## **Directory of Transportation Firms (Directory)**

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as DBE certified shall be used to meet the DBE goal. The Directory can be found at the following link. [https:// www.ebs.nc.gov/VendorDirectory/default.html](https://www.ebs.nc.gov/VendorDirectory/default.html)

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

## **Listing of DBE Subcontractors**

At the time of bid, bidders shall submit all DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be

used toward the Department's overall race-neutral goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

Bidders shall submit a listing of DBE participation in the appropriate section of Expedite, the bidding software of Bid Express®.

- (1) Submit the names and addresses of DBE firms identified to participate in the contract. If the bidder uses the updated listing of DBE firms shown in Expedite, the bidder may use the dropdown menu to access the name and address of the DBE firm.
- (2) Submit the contract line numbers of work to be performed by each DBE firm. When no figures or firms are entered, the bidder will be considered to have no DBE participation.
- (3) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE's participation will not count towards achieving the DBE goal.

(B) Paper Bids

- (1) *If the DBE goal is more than zero,*
  - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation, including the names and addresses on *Listing of DBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract.
  - (b) If bidders have no DBE participation, they shall indicate this on the *Listing of DBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.
  - (c) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE's participation will not count towards achieving the corresponding goal.
- (2) *If the DBE goal is zero,* entries on the *Listing of DBE Subcontractors* are not required for the zero goal, however any DBE participation that is achieved during

the project shall be reported in accordance with requirements contained elsewhere in the special provision.

### **DBE Prime Contractor**

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

For example, if the DBE goal is 45% and the DBE bidder will only perform 40% of the contract work, the prime will list itself at 40%, and the additional 5% shall be obtained through additional DBE participation with DBE subcontractors or documented through a good faith effort.

DBE prime contractors shall also follow Sections A and B listed under *Listing of DBE Subcontractor* just as a non-DBE bidder would.

### **Written Documentation – Letter of Intent**

The bidder shall submit written documentation for each DBE that will be used to meet the DBE goal of the contract, indicating the bidder's commitment to use the DBE in the contract. This documentation shall be submitted on the Department's form titled *Letter of Intent*.

The documentation shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 10:00 a.m. of the sixth calendar day following opening of bids, unless the sixth day falls on an official state holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 10:00 a.m. on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed DBE to be used toward the DBE goal, or if the form is incomplete (i.e. both signatures are not present), the DBE participation will not count toward meeting the DBE goal. If the lack of this participation drops the commitment below the DBE goal, the Contractor shall submit evidence of good faith efforts, completed in its entirety, to the State Contractor Utilization Engineer or DBE@ncdot.gov no later than 10:00 a.m. on the eighth calendar day following opening of bids, unless the eighth day falls on an official state holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 10:00 a.m. on the next official state business day.

### **Submission of Good Faith Effort**

If the bidder fails to meet or exceed the DBE goal, the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach the DBE goal.

A hard copy and an electronic copy of this information shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 10:00 a.m. on the sixth calendar day following opening of bids unless the sixth day falls on an official state holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 10:00 a.m. on the next official state business day. If the contractor cannot send the information electronically, then one complete set and 9 copies of this information shall be received under the same time constraints above.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

### **Consideration of Good Faith Effort for Projects with DBE Goals More Than Zero**

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient DBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought DBE participation. Mere *pro forma* efforts are not considered good faith efforts.

The Department will consider the quality, quantity, and intensity of the different kinds of efforts a bidder has made. Listed below are examples of the types of actions a bidder will take in making a good faith effort to meet the goal and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).

- (C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D)
  - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
  - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at DBE@ncdot.gov to give notification of the bidder's inability to get DBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the DBE goal.

In addition, the Department may take into account the following:

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

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 to the Department that the DBE goal can be met or that an adequate good faith effort has been made to meet the DBE goal.

### **Non-Good Faith Appeal**

The State Contractual Services Engineer will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the State Contractual Services Engineer or at DBE@ncdot.gov. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

### **Counting DBE Participation Toward Meeting DBE Goal**

#### **(A) Participation**

The total dollar value of the participation by a committed DBE will be counted toward the contract goal requirement. The total dollar value of participation by a committed DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Contractor.

#### **(B) Joint Checks**

Prior notification of joint check use shall be required when counting DBE participation for services or purchases that involves the use of a joint check. Notification shall be through submission of Form JC-1 (*Joint Check Notification Form*) and the use of joint checks shall be in accordance with the Department's Joint Check Procedures.

#### **(C) Subcontracts (Non-Trucking)**

A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal requirement. Work that a DBE subcontracts to a

non-DBE firm does not count toward the contract goal requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the DBE is not performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.

(D) Joint Venture

When a DBE performs as a participant in a joint venture, the Contractor may count toward its contract goal requirement a portion of the total value of participation with the DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.

(E) Suppliers

A contractor may count toward its DBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from a DBE regular dealer and 100 percent of such expenditures from a DBE manufacturer.

(F) Manufacturers and Regular Dealers

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

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

### **Commercially Useful Function**

(A) DBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE 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 DBE 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 DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and any other relevant factors.

(B) DBE Utilization in Trucking

The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function:

- (1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.
- (2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.
- (5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the DBE and the Contractor will not count towards the DBE contract requirement.
- (6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. This type of lease may count toward the DBE's credit as long as the driver is under the DBE's payroll.

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

### **DBE Replacement**

When a Contractor has relied on a commitment to a DBE firm (or an approved substitute DBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the DBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another DBE subcontractor, a non-DBE subcontractor, or with the Contractor's own forces or those of an affiliate. A DBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination. The prime contractor must give the DBE firm five (5) calendar days to respond to the prime contractor's notice of termination and advise the prime contractor and the Department of the reasons, if any, why the firm objects to the proposed termination of its subcontract and why the Department should not approve the action.

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

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

#### **(A) Performance Related Replacement**

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

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

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

- (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.
- (B) Decertification Replacement
- (1) When a committed DBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
  - (2) When a committed DBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

### **Changes in the Work**

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

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

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

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

### **Reports and Documentation**

A SAF (*Subcontract Approval Form*) shall be submitted for all work which is to be performed by a DBE subcontractor. The Department reserves the right to require copies of actual subcontract agreements involving DBE subcontractors.

When using transportation services to meet the contract commitment, the Contractor shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to beginning

construction on the project. The plan shall include the names of all trucking firms proposed for use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

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

### **Reporting Disadvantaged Business Enterprise Participation**

The Contractor shall provide the Engineer with an accounting of payments made to all DBE firms, including material suppliers and 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:

- (A) Withholding of money due in the next partial pay estimate; or
- (B) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

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

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

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from being approved for work on future DOT projects until the required information is submitted.

Contractors reporting transportation services provided by non-DBE lessees shall evaluate the value of services provided during the month of the reporting period only.

At any time, the Engineer can request written verification of subcontractor payments.

The Contractor shall report the accounting of payments through the Department's DBE Payment Tracking System.

### **Failure to Meet Contract Requirements**

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

**CERTIFICATION FOR FEDERAL-AID CONTRACTS:**

(3-21-90)

SP1 G85

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

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

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

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

**U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:**

(11-22-94)

108-5

SP1 G100

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

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

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

**CARGO PREFERENCE ACT:**

(2-16-16)

Privately owned United States-flag commercial vessels transporting cargoes are subject to the Cargo Preference Act (CPA) of 1954 requirements and regulations found in 46 CFR 381.7. Contractors are directed to clause (b) of 46 CFR 381.7 as follows:

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees-

" (1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

**MAINTENANCE OF THE PROJECT:**

(11-20-07) (Rev. 1-17-12)

104-10

SP1 G125

Revise the *2018 Standard Specifications* as follows:

**Page 1-39, Article 104-10 Maintenance of the Project, line 25**, add the following after the first sentence of the first paragraph:

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

**Page 1-39, Article 104-10 Maintenance of the Project, line 30**, 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 1-39, Article 104-10 Maintenance of the Project, lines 42-44**, replace the last sentence of the last 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.

**COOPERATION BETWEEN CONTRACTORS:**

(7-1-95)

105-7

SP1 G133

The Contractor's attention is directed to Article 105-7 of the *2018 Standard Specifications*.

I-5504 (C203754) is currently under construction and will not be completed prior to the letting of this project. I-5504 is located in the vicinity of this project.

I-5750 (DM00184) is currently under construction and will not be completed prior to the letting of this project. I-5750 is located adjacent to this project.

I-5885 / I-5886 (DM00228) is currently under construction and will not be completed prior to the letting of this project. I-5885 / I-5886 is located adjacent to this project.

I-5888A (C204054) is anticipated for the January 16, 2018 Letting and is located in the vicinity of this project.

The Contractor on this project shall cooperate with the Contractor working within or adjacent to the limits of this project to the extent that the work can be carried out to the best advantage of all concerned.

**PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:**

(2-20-07) (Rev. 3-19-13)

105-16, 230, 801

SP1 G181

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

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

- (A) Either cease discharge or modify the discharge volume or turbidity levels to bring the downstream turbidity levels into compliance, or
- (B) Evaluate the upstream conditions to determine if the exceedance of the standard is due to natural background conditions. If the background turbidity measurements exceed the standard, operation of the pit and discharge can continue as long as the stream turbidity levels are not increased due to the discharge.

- (C) Measure and record the turbidity test results (time, date and sampler) at all defined sampling locations 30 minutes after startup and at a minimum, one additional sampling of all sampling locations during that 24-hour period in which the borrow pit is discharging.
- (D) Notify DWQ within 24 hours of any stream turbidity standard exceedances that are not brought into compliance.

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

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

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

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

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



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

**PROJECT SPECIAL PROVISIONS****ROADWAY****SHOULDER RECONSTRUCTION PER SHOULDER MILE:**

(11-16-10) (Rev. 8-21-12)

560

SP1 R07FR (REV.)

**Description**

This work consists of reconstructing each shoulder (including median shoulders as applicable) in accordance with Standard Drawing No. 560.01 and 560.02 of the *2018 Roadway Standard Drawings* except that the rate of slope and width will be as shown on typical section, or to the existing shoulder point, whichever is nearer, as long as the desired typical is achieved, and when completed, seeding and mulching. This work shall be performed immediately after the resurfacing operations are complete as directed by the Engineer.

**Materials**

The Contractor shall furnish all earth material necessary for the construction of the shoulders in accordance with Section 1019 of the *2018 Standard Specifications*. All soil is subject to test and acceptance or rejection by the Engineer.

**Construction Methods**

Obtain material from within the project limits or approved borrow source. Prior to adding borrow material, the existing shoulder shall be scarified to provide the proper bond and shall be compacted to the satisfaction of the Engineer.

Any excess material generated by the shoulder reconstruction shall be disposed of by the Contractor in an approved disposal site.

**Measurement and Payment**

*Shoulder Reconstruction* will be measured and paid as the actual number of miles of shoulders that have been reconstructed. Measurement will be made along the surface of each shoulder to the nearest 0.01 of a mile. Such price will include disposing of any excess material in an approved disposal site, and for all labor, tools, equipment, and incidentals necessary to complete the work.

No separate measurement and payment will be made for Borrow Excavation, Incidental Stone Base, or Seeding and Mulching, as these items will be considered incidental to *Shoulder Reconstruction*.

Payment will be made under:

**Pay Item**

Shoulder Reconstruction

**Pay Unit**

Shoulder Mile

**SHOULDER WEDGE:**

(9-20-11) (Rev. 8-21-12)

610

SP6 R03R

Revise the *2018 Standard Specifications* as follows:

**Page 6-21, Article 610-8, SPREADING AND FINISHING**, add the following after line 39:

Attach a device, mounted on screed of paving equipment, capable of constructing a shoulder wedge with an angle of 30 degrees plus or minus 4 degrees along the outside edge of the roadway, measured from the horizontal plane in place after final compaction on the final surface course. Use an approved mechanical device which will form the asphalt mixture to produce a wedge with uniform texture, shape and density while automatically adjusting to varying heights.

Payment for use of this device will be incidental to the other pay items in the contract.

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

(11-21-00)

620

SP6 R25

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the *2018 Standard Specifications*.

The base price index for asphalt binder for plant mix is **\$ 374.50** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **December 1, 2017**.

**STANDARD SPECIAL PROVISION**  
**AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

(5-20-08)

Z-2

*General Statute 143C-6-11. (h) Highway Appropriation* is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(E) of the *2018 Standard Specifications*.

**STANDARD SPECIAL PROVISION**  
**NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY**

(5-17-11)

Z-3

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

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

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

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

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

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall

not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

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

**FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:**

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

Sericea Lespedeza  
Oats (seeds)

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

Tall Fescue (all approved varieties)	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 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
Creeping Red Fescue	

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

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

**STANDARD SPECIAL PROVISION**

**ERRATA**

(1-16-18)

Z-4

Revise the *2018 Standard Specifications* as follows:

**Division 7**

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

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



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

(3-18-03) (Rev. 12-20-16)

Z-04a

**Within Quarantined Area**

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

**Originating in a Quarantined County**

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

**Contact**

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

**Regulated Articles Include**

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

**STANDARD SPECIAL PROVISION****MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS**

Z-7

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

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

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

The Contractor's compliance with the Executive Order and the regulations in *41 CFR Part 60-4* shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in *41 CFR 60-4.3(a)*, and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the executive Order and the regulations in *41 CFR Part 60-4*. Compliance with the goals will be measured against the total work hours performed.

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

**EMPLOYMENT GOALS FOR MINORITY  
AND FEMALE PARTICIPATION**

Economic Areas

**Area 023 29.7%**

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

**Area 024 31.7%**

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

**Area 025 23.5%**

Columbus County  
Duplin County  
Onslow County  
Pender County

**Area 026 33.5%**

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

**Area 027 24.7%**

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

**Area 028 15.5%**

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

**Area 029 15.7%**

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

**Area 0480 8.5%**

Buncombe County  
Madison County

**Area 030 6.3%**

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

**SMSA Areas**

**Area 5720 26.6%**

Currituck County

**Area 9200 20.7%**

Brunswick County

New Hanover County

**Area 2560 24.2%**

Cumberland County

**Area 6640 22.8%**

Durham County

Orange County

Wake County

**Area 1300 16.2%**

Alamance County

**Area 3120 16.4%**

Davidson County

Forsyth County

Guilford County

Randolph County

Stokes County

Yadkin County

**Area 1520 18.3%**

Gaston County

Mecklenburg County

Union County

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**Goals for Female**

**Participation in Each Trade**

(Statewide) 6.9%

**STANDARD SPECIAL PROVISION****REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS**

FHWA - 1273 Electronic Version - May 1, 2012

Z-8

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).
 

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).
2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
  - b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
  - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources whereby minority and women applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
  - c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
  - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.
6. **Training and Promotion:**
  - a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
  - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
  - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
  - d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
  - a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
  - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
  - a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
  - b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
10. **Assurance Required by 49 CFR 26.13(b):**
  - a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
  - b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
  - a. The records kept by the contractor shall document the following:
    - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
    - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
    - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
  - b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. **Withholding.** The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. **Payrolls and basic records**
  - a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
  - b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.
  - (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
    - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
    - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.



- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
4. **Apprentices and trainees**
- a. Apprentices (programs of the USDOL). Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
- The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
- Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- b. Trainees (programs of the USDOL). Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.
- The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.
- Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.
5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. **Contract termination:** debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
  - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees

from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
  - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
  - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
  - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
  3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
  4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
  5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

#### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction 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 to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (2) 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;
  - (3) 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 (a)(2) of this certification; and
  - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of

Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. 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 clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction 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 to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

Z-10

**Description**

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

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

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

**Minorities and Women**

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

**Assigning Training Goals**

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

**Training Classifications**

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

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

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

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

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

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

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

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

**Records and Reports**

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

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

**Trainee Interviews**

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

**Trainee Wages**

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

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

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

**Achieving or Failing to Meet Training Goals**

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

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

**Measurement and Payment**

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



**STANDARD SPECIAL PROVISION**  
**MINIMUM WAGES**  
**GENERAL DECISION NC160100 01/06/2017 NC100**

Z-100

Date: January 6, 2017

General Decision Number: NC170100 01/6/2017 NC100

Superseded General Decision Numbers: NC20160100

State: North Carolina

Construction Type: HIGHWAY

**COUNTIES:**

Alexander	Caldwell	Henderson
Buncombe	Catawba	Madison
Burke	Haywood	

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract for calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number

0

Publication Date

01/06/2017

SUNC2014-002 11/13/2014

	Rates	Fringes
BLASTER	20.93	
CARPENTER	13.48	
CEMENT MASON/CONCRETE FINISHER	14.40	
ELECTRICIAN		
Electrician	18.79	2.62
Telecommunications Technician	14.67	1.67
IRONWORKER	12.48	
LABORER		
Asphalt Raker and Spreader	11.76	
Asphalt Screed/Jackman	15.38	.08
Carpenter Tender	10.50	
Cement Mason/Concrete Finisher Tender	11.04	
Common or General	11.90	
Guardrail/Fence Installer	13.09	
Pipelayer	12.87	
Traffic Signal/Lighting Installer	15.33	.22

	Rates	Fringes
<b>PAINTER</b>		
Bridge	20.67	
<b>POWER EQUIPMENT OPERATORS</b>		
Asphalt Broom Tractor	10.00	
Bulldozer Fine	16.28	
Bulldozer Rough	14.51	
Concrete Grinder/Groover	19.20	
Crane Boom Trucks	18.19	
Crane Other	18.69	
Crane Rough/All-Terrain	19.19	
Drill Operator Rock	15.00	
Drill Operator Structure	21.07	
Excavator Fine	16.02	
Excavator Rough	14.67	
Grader/Blade Fine	19.86	
Grader/Blade Rough	15.12	
Loader 2 Cubic Yards or Less	12.38	
Loader Greater Than 2 Cubic Yards	17.91	
Material Transfer Vehicle (Shuttle Buggy)	15.44	
Mechanic	17.86	
Milling Machine	15.08	
Off-Road Hauler/Water Tanker	11.95	
Oiler/Greaser	15.05	
Pavement Marking Equipment	11.99	
Paver Asphalt	17.84	.08
Paver Concrete	18.20	
Roller Asphalt Breakdown	15.00	.08
Roller Asphalt Finish	16.08	.07
Roller Other	12.51	.03
Scraper Finish	12.86	
Scraper Rough	13.83	
Slip Form Machine	20.38	
Tack Truck/Distributor Operator	14.81	.02
<b>TRUCK DRIVER</b>		
GVWR of 26,000 Lbs or Greater	13.65	
GVWR of 26,000 Lbs or Less	12.48	

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

4.) All decisions by the Administrative Review Board are final. END OF GENERAL DECISION

# TC-1

## **WORK ZONE TRAFFIC CONTROL FOR INTERSTATE/FREEWAY RESURFACING PROJECTS**

### **GENERAL REQUIREMENTS**

This Provision is intended for Interstate/Freeway Resurfacing projects performed at night. In the event, the Day and time Restrictions allow for daytime work activities the Work zone Presence Lighting and Sequential Flashing Lights are to be omitted. However, the Digital Speed Limit Signs will be required as described below.

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *2018 Standard Specifications* and the following provisions:

Install Work Zone Advance Warning Signs in accordance with the attached drawing prior to beginning any other work.

When personnel and/or equipment are working on the shoulder adjacent to a divided facility and within 10 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *2018 Roadway Standard Drawings*.

When personnel and/or equipment are working within a lane of travel of a divided facility, close the lane using Standard Drawing No. 1101.02 of the *2018 Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

### **1. Time Restrictions for Lane Closure and Road Closure Activities**

All lane closure and road closure activities shall be performed in compliance with the Day and Time restrictions listed and defined in this Contract.

Any activities performed outside of these requirements will be subject to the Liquidated Damages unless approved by the Engineer prior to beginning the activity.

### **2. Work Zone Speed Limits and Digital Speed Limit Signs (DSLS)**

All speed limits are to be ordinated by the State Traffic Engineer in order to have a lawfully enforceable speed limit; therefore, no speed limit messages/signs shall be installed prior to receiving a signed ordinance. NCDOT has sole authority of the speed limits displayed within the work zone.

The Regional Traffic Engineering Office and the Division Construction Engineer in coordination with the Work Zone Traffic Control Section will provide all Work Zone Speed Limit recommendations based on activities and conditions.

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When lane closures are in effect and if ordained by the State Traffic Engineer, implement a Work Zone Variable Speed Limit Reduction as stated in the ordinance and in accordance with the attached Provision and drawing. Use Digital Speed Limit Signs (DSLS) to display the work zone speed limit as shown in the attached drawing. The Speed Limit shall be continuously displayed on the digital speed limit signs.

The Contractor will be responsible for coordinating with the Engineer when the Work Zone Speed Limits are to be changed and will have to seek approval by the Engineer before the Speed Limit is changed.

When the variable speed limit reductions are in effect, cover any existing speed limit signs located within the active work area that conflict with the variable speed limit reduction.

The speed limit shall be returned to the existing speed limit when the lane closure is removed and traffic is returned to the existing pattern.

### **3. Work Zone Presence Lighting and Sequential Flashing Warning Lights**

Provide the following for nighttime work activities in accordance with attached drawing and special provisions:

- A. Furnish and install Work Zone Presence Lighting to supplement the Contractor's portable construction and equipment lighting for the purpose of alerting motorist to the existence of an active work zone and to encourage compliance with the reduced work zone speed limit. (See attached Provision.)
- B. Furnish and install Sequential Flashing Warning Lights on drums used for merging tapers to assist motorist in determining which direction to merge and to decrease late lane merging. (See attached Provision.)

### **TEMPORARY TRAFFIC CONTROL (TTC)**

Refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1165.01, and 1180.01 of the *2018 Roadway Standard Drawings* when closing a lane of travel in a stationary work zone for items such as milling, paving, diamond grinding concrete pavements, minor bridge and approach slab rehabilitation.

Drums are recommended for all lane closure operations occurring at night. However, if skinny drums are used at night, they shall be placed every 20' in the tangent sections of lane closure operations. Skinny drums shall not be used for upstream tapers.

When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting.

Refer to Standard Drawing No. 1101.02, Sheets 9 and 10 of the 2018 Roadway Standard Drawings for diamond grinding, milling and/or paving of ramps unless otherwise approved to be closed by the Engineer. If approved, see attached drawing for typical placement of devices and

## TC-3

signing for the detour route. All items shall be compensated for based on the unit bid price for the respective item.

Refer to Standard Drawing No. 1101.03, sheet 7 of the 2018 Roadway Standard Drawings for a closure of the interstate/freeway with traffic detoured via interchange ramps for items such as minor bridge and approach slab rehabilitation. Use Flaggers or Law Enforcement to direct traffic at ramp terminals as directed by the Engineer.

Refer to Standard Drawing No. 1101.02, sheet 12 or 13 of the *2018 Roadway Standard Drawings* for utilizing a Moving Operation for such items as pavement marking and marker placement. A minimum speed of 3 mph shall be maintained at all times with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. All traffic control devices for this operation is considered incidental to the pay items for Pavement Marking and Markers.

### **TRAFFIC OPERATIONS**

#### **1. Project Requirements:**

Failure to comply with the following requirements will result in a suspension of all other operations:

- A. Before working on ANY MAP, the Contractor shall submit a written construction sequence for traffic control and construction lighting for ALL MAPS to the Engineer at the first pre-construction meeting and the sequence must be approved before closing a lane of traffic. The Contractor and Engineer will coordinate with the State Work Zone Engineer at 919-814-4937 for additional traffic control guidance, as necessary.
- B. The maximum "Active Work Area" is a distance of 5 miles. It is defined as the maximum allowable distance for Resurfacing Operations taking place in a single work period. Therefore, the maximum length of lane closure is 5 miles. However, approval by the Engineer is required before closing more than 2 miles of Interstate to ensure the Contractor has the equipment and labor force to actively pursue the work.
- C. Notify the Engineer 15 consecutive calendar days before resurfacing a bridge or its approaches. Patch and make repairs to bridge surface and its approaches before resurfacing occurs. Coordinate all operations on the bridge and its approaches with the Engineer
- D. Notify the Engineer 48 hours before resurfacing the areas of existing pavement that require patching. Patch these areas before resurfacing occurs. Allow full depth asphalt patching to cool to the point of supporting traffic without displacement or rutting before reopening closed lane. Coordinate the resurfacing operations of the patched areas with the Engineer.
- E. Notify the Engineer 48 hours before milling or resurfacing will interfere with the existing Signal Loops. Loops may need to be placed in milled surface before resurfacing occurs. Coordinate all signal loop operations with the Engineer.

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- F. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures.
- G. The Contractor on this and any adjacent projects, or subcontractors working within this project shall coordinate lane closure location, type, and direction with the Engineer to best maintain lane continuity through the limits of this and adjacent projects.
- H. Operate equipment and conduct operations in the same direction as the flow of traffic. Maintain vehicular access in accordance with Article 1101-05 of the *2018 Standard Specifications*.
- I. Provide appropriate construction lighting in accordance with Section 1413 of the *2018 Standard Specifications*.
- J. Contractor shall diamond grind, mill and pave lanes in an order such that water shall not accumulate.

### **2. Paving Lift Requirements and Time Limitations:**

**Failure to comply with the following requirements will result in a suspension of all other operations until all lanes of traffic are brought to the same station and elevation:**

#### Paving Overlays and Lifts up to 3"

- A. For surface course paving lifts of 2.0" or less, the Contractor shall conduct his paving operations such that the following conditions are met.

Once paving begins in any lane, the Contractor will be permitted to pave as far as the work operations allow (up to 5 miles) for the initial paving period. In the next days' paving operation, not to exceed 72 hours, bring the adjacent lane to the same station and elevation. At the end of the work day, any uneven lane conditions shall be signed with an "UNEVEN PAVEMENT/NEXT XX MILES" on the portable changeable message signs and portable "UNEVEN PAVEMENT" signs (dual mounted) 1,000' in advance of the uneven pavement and every ½ miles thereafter along the uneven portion of roadway. Once mitigated, all portable "UNEVEN PAVEMENT" signs shall be removed.

For Open Graded Surface Mixes, "UNEVEN PAVEMENT" signs are not required. For 3" surface course mixes, place in two paving lifts of 1 ½" each unless directed otherwise by the Engineer. Conditions for uneven travel lanes same as described above.

#### Paving Lifts Greater than 3"

For all other paving lifts greater than 3", bring all newly resurfaced lanes to the same station and elevation by the end of each work day unless the Contractor utilizes the notched wedge paving methods as described below:

- A. Any paving lift greater than 3" shall be mitigated by having an approved wedge apparatus on



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the paver that shapes the edge 1" vertically and the remaining at a maximum slope steepness of 2:1. The maximum paving lift allowed to use this method is 3".

- B. At the end of the work day, the Contractor shall place portable "UNEVEN PAVEMENT" signs in advance of the uneven pavement and spaced every ½ mile along the section of uneven pavement. Once mitigated, all portable "UNEVEN PAVEMENT" signs shall be removed.
- C. In the next day's paving operation and not to exceed 72 hours, the Contractor shall bring up the adjacent lane to the same station and elevation before any further paving takes place on the project.

### Milling Operations (Does Not Apply to Fine Milling)

Conduct milling operations so that any milled pavement is paved back by the end of each work day.

A milled/grooved surface shall not be re-opened to traffic except in cases where inclement weather or mechanical failure prevents the paving back of the lane by the end of the work day.

If milled areas are not paved back within the same work period due to inclement weather or mechanical failure, the Contractor is to furnish and install portable signs to warn drivers of the conditions. The signs include "Grooved Pavement" (W8-15) w/ Motorcycle Plaque mounted below, and "Uneven Lanes" (W8-11). These are to be dual indicated where lateral clearance can be obtained within the median areas. Install the "Grooved Pavement" (W8-15) w/ Motorcycle Plaque 1500' in advance of the milled area. Install the "Uneven Lanes" (W8-11) 500' in advance of the milled area. Alternate these signs every ½ mile. Once mitigated, all portable signs are to be removed.

Slope the pavement at the beginning and ending of the daily milling operation as directed by the Engineer. Sweep and remove all milled material from the roadway as soon as the daily milling operation is completed. Remove any existing pavement adjacent to the milled area that has been damaged and replace with patch material as directed by the Engineer.

### "Fine" Milling Operations (Depths less than 1.5")

For "fine" milling operations, paving is not required in the same work period. The paving of the "fine" milled area is to be conducted within the next work period and not to exceed 72 hours. No advance warning signs are needed for the conditions. However, pavement markings are required by the end of each work day.

### **3. Temporary Pavement Markings:**

Review and record the existing pavement markings and markers before obliteration. Re-establish the new pavement markings and markers using the record of existing markings in conjunction with the *2018 Roadway Standard Drawings* unless otherwise directed by the Engineer. Submit the record of the existing pavement markings seven calendar days before the obliteration of any pavement markings.

## TC-6

Obliterated pavement markings shall be replaced by the end of each workday's operation. Interim paint may be used to comply with time limitations if final pavement markings cannot be placed except for milled surfaces or diamond ground surfaces. Final markings shall be placed within 30 days in accordance with Section 1205-4 and Section 1205-5. For milled surfaces, temporary pavement markings shall be used in accordance with Section 1205-8(C). There will be no direct payment for interim paint. Temporary paint will be paid for at the contract unit price.

For concrete surfaces that have been diamond ground as a surface treatment, 4" temporary paint shall be used in accordance with Section 1205-8(C). Upon completion of all diamond grinding operations, 4" line removal shall be used to remove 100% of the 4" temporary paint on the final concrete surface by grinding method only. Use an acceptable method to grind ridges smooth only where pavement markings will be installed prior to placing final pavement marking material. This method shall also be used in the area of the black contrast for surface preparation. Payment for line removal will be made in accordance with Section 1205-10.

For project winterization, install temporary paint markings in accordance with Section 1205-8(C) of the 2018 Standard Specifications. Use 4" lane, edge, and center lines and 8" gore lines. Compensation for this work shall be made in accordance with Section 1205-10 except that no payment will be made if paving is completed more than 30 days before the written notification by the Department that winterization is required.

### **4. Work Zone Signing:**

#### **A. Description**

Install advance/general warning work zone signs according to the attached drawings prior to beginning of work.

For paving overlays of 3" or greater that create a drop-off adjacent to the median shoulder, install "LOW/SOFT SHOULDER" (SP 13107) signs on the median shoulder. Place initially at the construction limits, and then space 1 mile thereafter. No signing required for the outside shoulder.

Install and maintain signing in accordance with the Divisions 11 and 12 of the *2018 Standard Specifications*.

#### **B. Installation**

All stationary Advance/General warning work zone signs require notification to existing Utility owners per Article 105-8 of the *2018 Standard Specifications* and Special Provision SP1 G115 within 3 to 12 full working days prior to installation.

Install all Advance/General warning work zone signs before beginning work on a particular map. If signs are installed more than seven (7) calendar days prior to the beginning of work on a particular map, cover the signs until the work begins. Install each work zone Advance/General warning sign separately and not on the same post or stand with any other

## TC-7

sign except where an advisory speed plate or directional arrow is used.

All sign locations to be verified by the Engineer prior to installation. Once the signs have been installed and accepted, any sign relocations requested by the Department will be compensated in accordance with Article 104-7. Any additional signs other than the ones required in this provision or attached drawings will be compensated in accordance with Article 104-7.

If there is a period of construction inactivity longer than 14 calendar days, remove or cover advance/general warning work zone signs. Uncover advance/general warning work zone signs no more than 7 calendar days before work resumes.

All other operations may be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

### C. Sign Removal

Once Maps on the Project are substantially completed, it is acceptable to remove the Stationary Work Zone Signs on those Maps in lieu of waiting until all of the Maps are completed on the Project. A Map is substantially complete when the resurfacing operations are completed and the shoulders are brought up to the same elevation as the proposed pavement and when all temporary pavement markings (paint) are installed along the mainline, ramps, and loops. The final pavement markings (Thermoplastic or Polyurea) and/or markers do not have to be installed for the Map to be considered substantially complete. Final Pavement Markings/Markers are installed with portable signing and changeable message signs according to Roadway Standard Drawing 1101.02, sheet 13. Any remaining punch list items requiring traffic control are to be completed with portable work zone signing with compensation covered in the Contract Unit price for price for the required Traffic Control items. Stationary Work Zone Sign removal is a condition of final project acceptance

### D. Lane Closure Work Zone Signs

Install any required lane closure signing needed during the life of the project in accordance with the Standard Drawing No. 1101.02, 1101.11 and 1110.02 of the *2018 Roadway Standard Drawings*.

## **MEASUREMENT AND PAYMENT**

Refer to the respective Sections of Division 11 and 12 of the *2018 Standard Specifications* or the attached Special Provisions for the satisfactory installation and removal of temporary traffic control devices and temporary pavement markings and markers.

Payment will be made under:

# TC-8

## Pay Item

Work Zone Signs (Stationary)  
Work Zone Signs (Portable)  
Work Zone Signs (Barricade Mounted)  
Flashing Arrow Board  
Portable Changeable Message Signs  
Portable Changeable Message Signs (Short Term)  
Drums  
Barricades (Type III)  
TMA  
Paint Pavement Marking Lines ( ”)  
Paint Pavement Marking Symbols  
Removal of Pavement Marking Lines ( ”)  
Law Enforcement

## Pay Unit

SF  
SF  
SF  
EA  
EA  
DAY  
EA  
LF  
EA  
LF  
EA  
LF  
HR

DocuSigned by:  
*Steve Kite*  
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10/30/2017



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# EC-1

## **STABILIZATION REQUIREMENTS:**

(3-11-16)

S-4

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective August 3, 2011 issued by the North Carolina Department of Environment and Natural Resources Division of Water Quality. Temporary or permanent ground cover stabilization shall occur within 7 calendar days from the last land-disturbing activity, with the following exceptions in which temporary or permanent ground cover shall be provided in 14 calendar days from the last land-disturbing activity:

- Slopes between 2:1 and 3:1, with a slope length of 10 ft. or less
- Slopes 3:1 or flatter, with a slope of length of 50 ft. or less
- Slopes 4:1 or flatter

The stabilization timeframe for High Quality Water (HQW) Zones shall be 7 calendar days with no exceptions for slope grades or lengths. High Quality Water Zones (HQW) Zones are defined by North Carolina Administrative Code 15A NCAC 04A.0105 (25). Temporary and permanent ground cover stabilization shall be achieved in accordance with the provisions in this contract and as directed.

## **SEEDING AND MULCHING:**

(WestEd)

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

## EC-2

### Approved Tall Fescue Cultivars

06 Dust	Escalade	Justice	Scorpion
2 <sup>nd</sup> Millennium	Essential	Kalahari	Serengeti
3 <sup>rd</sup> Millennium	Evergreen 2		Shelby
Apache III	Falcon IV	Kitty Hawk 2000	Sheridan
Avenger	Falcon NG	Legitimate	Signia
Barlexas	Falcon V	Lexington	Silver Hawk
Barlexas II	Faith	LSD	Sliverstar
Bar Fa	Fat Cat	Magellan	Shenandoah Elite
Barrera	Festnova	Matador	Sidewinder
Barrington	Fidelity	Millennium SRP	Skyline
Barrobusto	Finelawn Elite	Monet	Solara
Barvado	Finelawn Xpress	Mustang 4	Southern Choice II
Biltmore	Finesse II	Ninja 2	Speedway
Bingo	Firebird	Ol' Glory	Spyder LS
Bizem	Firecracker LS	Olympic Gold	Sunset Gold
Blackwatch	Fireza	Padre	Taccoa
Blade Runner II	Five Point	Patagonia	Tanzania
Bonsai	Focus	Pedigree	Trio
Braveheart	Forte	Picasso	Tahoe II
Bravo	Garrison	Piedmont	Talladega
Bullseye	Gazelle II	Plantation	Tarheel
Cannavaro	Gold Medallion	Proseeds 5301	Terrano
Catalyst	Grande 3	Prospect	Titan Ltd
Cayenne	Greenbrooks	Pure Gold	Titanium LS
Cessane Rz	Greenkeeper	Quest	Tracer
Chipper	Gremlin	Raptor II	Traverse SRP
Cochise IV	Greystone	Rebel Exeda	Tulsa Time
Constitution	Guardian 21	Rebel Sentry	Turbo
Corgi	Guardian 41	Rebel IV	Turbo RZ
Corona	Hemi	Regiment II	Tuxedo RZ
Coyote	Honky Tonk	Regenerate	Ultimate
Darlington	Hot Rod	Rendition	Venture
Davinci	Hunter	Rhambler 2 SRP	Umbrella
Desire	Inferno	Rembrandt	Van Gogh
Dominion	Innovator	Reunion	Watchdog
Dynamic	Integrity	Riverside	Wolfpack II
Dynasty	Jaguar 3	RNP	Xtremegreen
Endeavor	Jamboree	Rocket	

## EC-3

### Approved Kentucky Bluegrass Cultivars:

4-Season	Blue Velvet	Gladstone	Quantum Leap
Alexa II	Blueberry	Granite	Rambo
America	Boomerang	Hampton	Rhapsody
Apollo	Brilliant	Harmonie	Rhythm
Arcadia	Cabernet	Impact	Rita
Aries	Champagne	Jefferson	Royce
Armada	ChAMPLAIN	Juliet	Rubicon
Arrow	Chicago II	Jump Start	Rugby II
Arrowhead	Corsair	Keeneland	Shiraz
Aura	Courtyard	Langara	Showcase
Avid	Delight	Liberator	Skye
Award	Diva	Madison	Solar Eclipse
Awesome	Dynamo	Mercury	Sonoma
Bandera	Eagleton	Midnight	Sorbonne
Barduke	Emblem	Midnight II	Starburst
Barnique	Empire	Moon Shadow	Sudden Impact
Baroness	Envicta	Moonlight SLT	Total Eclipse
Barrister	Everest	Mystere	Touche
Barvette HGT	Everglade	Nu Destiny	Tsunami
Bedazzled	Excursion	NuChicago	Unique
Belissimo	Freedom II	NuGlade	Valor
Bewitched	Freedom III	Odyssey	Voyager II
Beyond	Front Page	Perfection	Washington
Blacksburg II	Futurity	Pinot	Zinfandel
Blackstone	Gaelic	Princeton 105	
Blue Note	Ginney II	Prosperity	

### Approved Hard Fescue Cultivars:

Aurora II	Eureka II	Oxford	Scaldis II
Aurora Gold	Firefly	Reliant II	Spartan II
Berkshire	Granite	Reliant IV	Stonehenge
Bighorn GT	Heron	Rescue 911	
Chariot	Nordic	Rhino	

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.

**Project Special Provisions  
Structures  
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*Eric B. Nelson, Jr.* 12/15/2017  
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**STRUCTURE PROJECT SPECIAL PROVISIONS****SCOPE OF WORK**

This work shall consist of furnishing all labor, equipment, and materials to perform bridge rehabilitation to the existing bridges as directed in the contract documents. Work includes: overlay the existing bridge deck with very early strength latex modified concrete and bridge deck surface preparation, existing joint demolition and reconstruction, installation of foam joint seals, steel and concrete diaphragm repairs, structural steel repairs, beam replacement, jacking spans, existing bearing retrofit and replacement, cleaning and painting of structural steel, cleaning and painting of bearings, concrete repair and crack injection of existing substructures; removal, cleaning and reinstallation of existing granite stone veneer, temporary work platforms, seeding and mulching all grassed areas disturbed; and all incidental items necessary to complete the project as specified and shown on the plans. No separate payment will be made for portable lighting as the cost of such is incidental to the work being performed.

Work will be performed on the existing bridges at the following locations in Buncombe County:

- 1.) Bridge #334 – I-40 EBL over Hominy Creek
- 2.) Bridge #339 – I-40 WBL over Hominy Creek
- 3.) Bridge #344 – I-40 EBL over SR 3620 and Hominy Creek
- 4.) Bridge #347 – I-40 WBL over SR 3620 and Hominy Creek
- 5.) Bridge #352 – I-40 EBL over French Broad River
- 6.) Bridge #356 – I-40 WBL over French Broad River
- 7.) Bridge #358 – I-40 EBL over Winery Road (Biltmore Estate)
- 8.) Bridge #366 – I-40 WBL over Winery Road (Biltmore Estate)
- 9.) Bridge #369 – I-40 EBL over Biltmore Estate Drive (Biltmore Estate)
- 10.) Bridge #374 – I-40 WBL over Biltmore Estate Drive (Biltmore Estate)
- 11.) Bridge #377 – I-40 EBL over Approach Road (Biltmore Estate)
- 12.) Bridge #378 – I-40 WBL over Approach Road (Biltmore Estate)

Contractor shall provide all necessary access; understructure platforms, scaffolding, ladders, etc.; provide all staging areas, material storage, waste disposal, provide environmental controls to limit loss of materials from sawing equipment, and chipping equipment; and all else necessary to complete the work.

The contractor shall be responsible for fulfilling all requirements of the NCDOT Standard Specifications for Roads and Structures dated January 2018, except as otherwise specified herein.

**FIELD MEASURING****SPECIAL****DESCRIPTION**

For Bridge No.'s 358, 366, 369, 374, 377 and 378 the Contractor shall field survey and measure the existing bearing heights and verify proposed beam cut out dimensions and steel diaphragm replacements as required to ensure that the replacement beams, beam end sections, diaphragms, and bearings as designed and detailed in the plans will fit as intended. All such survey and measurement shall be done before preparation of the shop drawings and before performing work at the bridge.

**CONSTRUCTION METHODS**

For beam end repairs and bearing replacements, the proposed beam cut out dimensions as detailed in the plans are established to match or raise the bottom flange elevation a uniform distance to allow a standard elastomeric bearing or modified elastomeric bearing to be used. Existing bearing heights vary due to the presence of fill plates. Differences in elevations from the proposed bearing to bottom of beam shall be made up in the proposed sole plates. The Contractor shall submit shop drawings that shall include but not be limited to the following:

1. Existing bearing height measured at existing centerline of bearing.
2. Proposed sole plate thickness at proposed centerline of bearing.
3. Proposed sole plate thickness at front and back edges.
4. Framing plan showing location of sole plates.

All field measurements affecting elements to be included in the shop plans and working drawings shall be performed by or under the direct supervision of the Contractor who is responsible for preparing the shop plans or working drawings.

**MEASUREMENT AND PAYMENT**

Field Measuring will not be measured for payment. All costs associated with furnishing and installing materials, labor, tools, access and incidentals necessary to complete the work shall be incidental to the Lump Sum price bid for the Field Measuring.

Payment will be made under:

**Pay Item**

Field Measuring

**Pay Unit**

Lump Sum

**MAINTENANCE AND PROTECTION OF TRAFFIC BENEATH  
BRIDGES #344, #347, #358, #366, #369, #374, #377 and #378****(SPECIAL)****1.0 GENERAL**

Maintain traffic beneath Bridge #344, #347, #358, #366, #369, #374, #377 and #378 for Buncombe County as shown in Traffic Control Plans and as directed by the Engineer.

Provide a minimum temporary vertical clearance noted below at all times during construction.

#344 & #347: 16'-0"

#358 & #366: 15'-5"

#369 & #374: 13'-4"

#358 & #366: 16'-0"

Submit plans and calculations for review and approval for protecting traffic and bracing girders, as described herein, at the above station before beginning work at this location. Have the drawings and design calculations prepared, signed, and sealed by a North Carolina Registered Professional Engineer. The approval of the Engineer will not relieve the Contractor of the responsibility for the safety of the method or equipment.

**2.0 PROTECTION OF TRAFFIC**

Protect traffic from any operation that affords the opportunity for construction materials, equipment, tools, etc. to be dropped into the path of traffic beneath the structure. Based on Contractor means and methods determine and clearly define all dead and live loads for this system, which, at a minimum, shall be installed between beams or girders over any travelway or shoulder area where traffic is maintained. Install the protective system before beginning any construction operations over traffic.

**3.0 BRACING GIRDERS**

Brace girders to resist wind forces, weight of forms and other temporary loads, especially those eccentric to the vertical axis of the member during all stages of erection and construction. Before casting of end diaphragms or connecting steel diaphragms, do not allow the horizontal movement of girders to exceed ½ inch.

**4.0 BASIS OF PAYMENT**

Payment at the contract unit prices for the various pay items will be full compensation for the above work.

**STONE MASONRY VENEER****(SPECIAL)****1.0 GENERAL**

Furnish all labor, materials, tools, equipment, and services for installation of Stone Masonry Veneer as shown in the plans and in compliance with provisions of ACI 530 and ACI 530.1, except where exceeded by requirements of the contract documents.

**2.0 MATERIALS**

- Mortar

Comply with NCDOT Standard Specification Article 1040-9 and ASTM C270. Color to match existing stone masonry.

- Masonry Accessories (Anchors, Weepholes, Cavity Protection Material, Veneer Expansion Joint)

Acceptable Manufacturers:

Hohmann & Barnard (H&B), Wirebond, Sandell, MortarNet

- Masonry Veneer Anchors and Ties

Lateral Movement, out of plane:

Maximum free play: 1/16 inch

Maximum deflection: 0.05 inch when exposed to a load of 100 lbs. inward or outward

Mechanically-attached rectangular anchor:

Base Product: 345-BL by H&B, or equivalent

Material: Type 304 Stainless Steel

Size: ¾ inch wide with a 5/16 hole

Thickness: 12 GA

Fasteners:

Power-driven or expansion type

Material: Type 304 Stainless Steel

Type: As recommended by anchor supplier

Minimum Diameter: ¼ inch

Minimum Embedment: 2 inches

Minimum pull-out: 120 lbs. per fastener

Use minimum of 1 fastener per anchor strap

Wire Ties:

Base Product: Vee Byna-Tie by H&B, or equivalent

Material: Type 304 Stainless Steel

Shape: Rectangular  
Diameter: 3/16 inch  
Length: As required for conditions

- Horizontal Reinforcing

Single, continuous wire

Material: Type 304 Stainless Steel

Diameter: 3/16 inch

### **3.0 PRECONSTRUCTION REQUIREMENTS**

Submit to the Engineer the manufacturers' product data sheets, details and installation instructions for stone masonry, components and accessories, indicating products to be used in conformance to specifications.

### **4.0 REMOVAL, CLEANING AND STORAGE OF EXISTING STONE BLOCKS**

The existing stone blocks shall be removed to the limits shown on the plans. As each stone is removed from the end bent wings, bents and girders, it shall be numbered and cataloged so that it can be returned to its exact location when repairs are complete and reassembly occurs.

The stone blocks shall be cleaned of organic growth. This cleaning process involves the application of a mild biocide to kill any microorganisms which might be discoloring the bent face. The Contractor shall test the biocide on a block located in an inconspicuous location to ensure that the biocide will not stain the stone block. Apply the biocide as directed by the manufacturer. After the biocide has had time to take effect, the accumulated organic growth shall be removed by water blasting. Measures shall be taken to prevent water running onto the adjacent roadway.

Low pressure bridge surface washing (Less than 400 psi) without the use of chemicals or surfactants is allowable as a stormwater discharge under the NCDOT Stormwater Permit (NCS000250, Definitions section Item 2. (b.)). The water may be allowed to run off into stormwater inlets or be discharged onto the ground surface, unless the surface being washed has lead-based paint. Any wash water runoff from lead based paint surfaces shall be contained, collected, sampled and disposed of according to state and federal regulations.

The runoff from high pressure bridge surface cleaning (greater than 400 psi) with the use of chemicals (Trisodium Phosphate, Sodium Chloride, surfactants, solvents, or any other chemicals or biocides) is considered an industrial process wastewater and must be collected, contained, sampled and disposed of appropriately according to state and federal regulations. Pressure washing a vertical surface will require waterproof tarps and storm water inlet protection devices (booms, drain socks, catch basin inserts, and/or sand bags are suggested) to collect and contain the run-off water. Any nearby or downslope stormwater inlets must be blocked or protected during the washing operation to prevent runoff from discharging to

surface waters. If the stone masonry veneer is removed from the bridge structure prior to washing, place the stones on a large tarp prior to cleaning so that the run-off can be contained, collected and disposed of appropriately at a municipal waste water treatment facility. No wash water shall be allowed to discharge to the ground surface, to storm water inlets or conveyances (ditches, pavement, etc.) or to any surface waters. If a release to surface waters occurs, NCDEQ Division of Water Resources Regional Office must be notified within 24 hours. ( <http://deq.nc.gov/about/divisions/water-resources/locations> )

An Environmental Protection Plan shall be submitted to the NCDOT Engineer for review at least two weeks prior to starting work, and shall include a spill prevention and response plan, a description of volumes, containment and site plans of the wash water management plan, the proposed stormwater inlet protection devices, tarps and identify a Competent Person that will oversee the procedure on site. Safety Data Sheets (SDS), a Health and Safety Plan and the Environmental Protection Plan shall be kept at the work site. Advance planning will ensure that the cleaning effluent or runoff is handled in an environmentally sound and responsible manner.

Store the stone blocks at least one foot above the ground on wooden supports and as close as possible to the bent to prevent damage from unnecessary handling.

Care shall be taken to avoid damaging the stone blocks during all operations. Damaged stone blocks shall be replaced with granite stone of matching size and color at no cost to the Department.

The Contractor shall submit for review approval by the Engineer a plan for the removal, cleaning and storage of the existing stone blocks at least 30 days prior to beginning work.

## **5.0 CONSTRUCTION METHODS**

Masonry construction shall comply with ACI 530.1-08 Specification for Masonry Structures, except where exceeded by the requirements of the contract documents.

Preparation: Prior to placing masonry, remove laitance, loose aggregate or anything else that would prevent mortar from bonding to the foundation.

Bond Pattern: Unless otherwise required, lay masonry in running bond. If localized areas without running bond are needed, such areas shall be reinforced with horizontal reinforcing to comply with ACI 530.1-08 Specification Section 3.4 B.7.

Placing Mortar and Units: Match existing thickness of bed and head joints, except at foundation. Construct bed joint of the starting course of foundation with a thickness not less than ¼ inch and not more than ¾ inch.

1. Unless otherwise required, tool joint with a round jointer when the mortar is thumbprint hard.

2. Solidly fill bed and head joints with mortar.
  - a. Do not fill head joints by slushing with mortar.
  - b. Construct head joint by shoving mortar tight against the adjoining unit.
  - c. Do not deeply furrow bed joints.
3. Place clean units while the mortar is soft and plastic. Remove and re-lay in fresh mortar any unit disturbed to the extent that initial bond is broken after initial positioning.
4. Lay units in alignment with the plane of the concrete backing.

Bracing of Masonry: Design, provide, and install bracing that will assure stability of masonry during construction.

Veneer Anchors: Wire anchors shall be installed to comply with ACI 530.1-08 Specification Section 3.4 except as follows:

Provide sufficient anchors to have minimum of 1 anchor per 1.77 square feet of wall area; with neither vertical nor horizontal spacing exceeding that shown on the plans.

Select wire ties of a sufficient length to span the cavity and provide a minimum embedment of 2" in the masonry facing.

Cleaning: Clean exposed masonry surfaces of stains, efflorescence, mortar droppings and debris.

## 5.0 MEASUREMENT AND PAYMENT

*Anchored Veneer* will be measured and paid for at the contract unit price bid per square foot and will be full compensation for removal, cleaning, cataloging and storage of existing stone masonry, and installation of anchored veneer, including the cost of material, labor, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Anchored Veneer	Square Feet



**BRIDGE JACKING****(SPECIAL)****1.0 DESCRIPTION**

Bridge jacking at end bents and/or interior bents is to facilitate beam repairs, substructure repairs, and to replace or reset bearings, as necessary. This work shall consist of furnishing all engineering, labor, equipment and materials necessary for construction and subsequent removal of jacking support system, including jacks, jack supports, shims and all necessary blocking. Included under this item shall be all work to raise and support the existing structures as specified on the plans and as noted herein.

**2.0 UTILITY COORDINATION**

Utility owners with active utilities on the bridge shall be notified by the contractor of the jacking operation 30 days before the operation begins.

**3.0 SCOPE OF WORK**

Work for bridge jacking includes calculation of existing bridge loads and designing proper strength jacking scheme, setting blocking and jacks, jacking bridge girders, mechanically locking jacks, and lowering bridge spans onto new bearing assemblies.

Prior to bridge jacking, complete all diaphragm modifications necessary at the bent being jacked. If a span connected to an end bent is to be jacked, ensure the curtain wall is either clear of the girders, or fully free to move with the jacked span prior to jacking. Lock jacks and install blocking while the bridge is in the raised condition. While in the raised condition, follow bridge plans for any work that may be required. Lower the bridge onto the bearing assemblies. Complete diaphragm work as needed. All bridge jacking operations shall be complete before new deck overlay is placed on the existing structure.

Submit calculations, working drawings and jacking procedure to the Engineer for review and approval prior to the start of work. Working drawings and all calculations pertaining to determination of all applied loads for the required jacking scheme shall be sealed by an engineer licensed in the State of North Carolina.

**4.0 BASIS OF PAYMENT**

Payment will be made at the price bid for each set-up to complete *Bridge Jacking* as shown in the contract plans. The price per each jacking set-up will be full compensation for all materials, equipment, tools, labor, and incidentals necessary to complete the work of this scope, including any jacking frames, jacking plates and concrete repair required due to jacking operations.

**BEAM REPAIR****(SPECIAL)****1.0 DESCRIPTION****A. Beam Section Replacement and Stiffener/Connector Plate Repair**

Cut and remove beam and stiffener areas as indicated in the project plans or identified as deteriorated, damaged or with excessive section loss at locations determined by the Engineer after blasting and priming during complete superstructure re-painting. For repair areas noted in the project plans and where the existing paint system contains lead, prepare areas to be cut out in accordance with the special provision *Spot Cleaning and Painting of Steel Repair Areas* with the exception that a prime coat need not be applied to the repair areas. Remove a 3" wide strip of the existing paint system centered over the cut line for the replacement section. For damaged locations identified after blasting, the Engineer will determine the extent of the section to be removed. The repaired beam or stiffener section shall be inspected by NCDOT during fit-up and approved before welding the new stiffener or section may begin. After approval of the fit-up beam or stiffener section, weld fit-up section into place. Welding shall be performed by certified welders as specified in the Standard Specification.

**B. Steel Plate Bearing for Bridge 369**

Fabricate and install a steel plate bearing assembly that matches the bearing height of the existing bearing assembly at End Bent 2, Beam 6.

Work for bearing replacement with steel plate bearing includes removal and replacement of concrete to access the work area, removal of existing bearings, cutting of existing anchor bolts; and installation of new plates, anchor bolts, bearing plates, nuts, and washers.

All costs to perform concrete repairs, including all tools, labor, equipment, and reinforcing steel will be paid for by the contract bid price per cubic foot of *Shotcrete Repairs*.

**C. Beam Plated Repair**

Plate beam members (web or flange sections) as indicated in the project plans or identified as deteriorated, damaged or with excessive section loss at locations determined by the Engineer after blasting and priming during complete superstructure re-painting. For repair areas noted in the project plans prepare areas to be plated in accordance with the special provision *Zone Painting of Existing Structure*. For damaged locations identified after blasting during superstructure re-painting, the Engineer will determine the extent of the section to be removed. Repair plates shall extend a minimum of 3" beyond existing damaged steel areas. The repair plate shall be inspected by NCDOT during fit-up and approved before welding the new plate section may begin. After approval of the new plate, weld section into place. Welding shall be performed by certified welders as specified in the Standard Specification.

**D. Steel Diaphragm Replacement and Repair**

Remove and replace steel diaphragms as indicated in the project plans or identified as deteriorated, damaged or with excessive section loss at locations determined by the

Engineer after blasting and priming during complete superstructure re-painting. For damaged locations identified after blasting during superstructure re-painting, the Engineer will determine whether a diaphragm needs to be replaced or the extent of the diaphragm to be plated. If plating of the diaphragm is approved as the repair method, install repair plates as described in Section B above. The new diaphragm shall be inspected by NCDOT during fit-up and approved before installing the new diaphragm or welding the new plate may begin. Welding shall be performed by certified welders as specified in the Standard Specification. Bolt the new diaphragm into place with the same size and number of bolts that make up the existing connection. If the existing connection is a bolted connection do not weld the new connection unless indicated on the plans or as approved by the Engineer.

E. Steel Diaphragm Modifications for Bridges 377 & 378

At Bridges 377 and 378 temporarily remove and modify or modify in-place, sections of diaphragms in conflict with revised bottom flange locations. For locations identified during beam end cutting or fit up, the Engineer will determine whether a diaphragm needs to be modified. Welding for modifications shall be performed by certified welders as specified in the Standard Specification. Where bolting is used for the connection, bolt the new diaphragm into place with the same size bolts that make up the existing connection.

F. Steel Connection Hardware

Replace steel member connection hardware as indicated in the project plans or identified as deteriorated, damaged or with excessive section loss at locations determined by the Engineer. Provide connection hardware that matches the existing connection hardware with the exception that direct tension indicators (DTI) will be incorporated in the new connection. All hardware shall be galvanized in accordance with the *Standard Specifications*. Provide and install DTI's in accordance with the *Standard Specifications*. Adjust bolt lengths as required for the incorporation of DTI's in the bolted assembly.

## 2.0 CONTAINMENT SYSTEM

For work on steel with coatings that contain lead, an approved containment system must be installed prior to beginning work. See the Containment System section of the *Painting Existing Structure* and also *Understructure Work Platform* Special Provisions regarding loading, design, and submittal requirements for the containment system and work platforms. Alternate methods of paint system removal for cutting of steel may be submitted to the Engineer for review and approval; however the minimum level of containment shall meet SSPC Class 2 requirements. The removal of the existing coating system will not be paid for as it is considered incidental to the work or paid for in other items.

## 3.0 FIELD ALTERATIONS

Since this repair involves working with an existing structure where the dimensions may vary throughout the structure, the contractor should expect and shall be prepared to make alterations in the field. This includes, but not limited to, having qualified personnel on hand to perform necessary alterations and having extra material on hand (or the ability to procure extra material in a timely manner). All such alterations shall be brought to the attention of the engineer and agreed upon prior to alteration.

#### 4.0 BASIS OF PAYMENT

*Beam Section Replacement and Stiffener/Connector Plate Repair* will be measured and paid for at the contract unit price bid per pound of structural steel used in the completed and accepted repair. The price per pound will be full compensation for all materials, equipment, tools, labor, welding, miscellaneous steel and incidentals necessary to complete the work in accordance with the plans, this Special Provision, and as directed by the Engineer.

*Steel Plate Bearing* will be paid for at the contract bid price for each and will be full compensation for all materials, shop drawings, equipment, tools, cutting, welding, labor, and incidentals necessary to furnish and install the bearing plates and anchor bolts.

*Beam Plated Repair* will be measured and paid for at the contract unit price bid per pound of structural steel used in the completed and accepted repair. The price per pound will be full compensation for all materials, equipment, tools, labor, welding, miscellaneous steel and incidentals necessary to complete the work in accordance with the plans, this Special Provision, and as directed by the Engineer.

*Steel Diaphragm Replacement* will be measured and paid for at the contract unit price bid per pound of structural steel used in the completed and accepted replacement of steel diaphragms. The price per pound will be full compensation for all materials, equipment, tools, labor, bolting, welding, miscellaneous steel and incidentals necessary to complete the work in accordance with the plans, this Special Provision, and as directed by the Engineer. Plated repairs to steel diaphragms will be measured and paid for as described in *Beam Plated Repairs*.

*Steel Diaphragm Modifications* will not be measured and paid for and as such is included in the payment for other items and will be full compensation for labor, tools, and equipment necessary for making diaphragm modifications as shown in the plans.

*Steel Connection Hardware* will be measured and paid for at the contract unit price bid per pound of hardware used in the completed and accepted replacement of steel diaphragms. The price per pound will be full compensation for all materials including bolts, nuts, washers, and direct tension indicating washers necessary to complete the work in accordance with the plans, this Special Provision, and as directed by the Engineer.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Beam Section Replacement and Stiffener/Connector Plate Repair	Pound
Beam Plated Repair	Pound
Steel Diaphragm Replacement	Pound
Steel Connection Hardware	Pound
Steel Plate Bearing	Each

**UNDER STRUCTURE WORK PLATFORM****SPECIAL**

For all work requiring platform access that is attached, secured, or braced to the existing bridge structure, and will be used to provide work and inspection access in addition to staging of equipment, materials and containment of demolition; provide details for a sufficiently sized under structure work platform which will provide access for the repair operation. Mobile access equipment such as underdeck platforms or powered manlifts need not be submitted. The Contractor shall determine the required capacity of the platform, but the capacity shall not be less than that required by Federal or State regulations. Design steel members to meet the requirements of the American Institute of Steel Construction Manual. Design timber members in accordance with the "National Design Specification for Stress-Grade Lumber and Its Fastenings" of the National Forest Products Association. The platform shall be constructed of materials capable of withstanding damage from any of the work required on this project and shall be fireproof. Submit the platform design and plans for review and approval. The design and plans shall be sealed and signed by a North Carolina registered Professional Engineer. Do not install the platform until the design and plans are approved. Drilling holes in the superstructure for the purpose of attaching the platform is prohibited. Upon completion of work, remove all anchorages in the substructure and repair the substructure at no additional cost to the Department.

The platform shall be cleaned after each work day to prevent materials from falling or washing into from the platform.

*Under Structure Work Platform* will be paid at the lump sum contract price and will be full compensation for the design, materials, installation, maintenance, and removal of the platform.

Payment will be made under:

**Pay Item**

Under Structure Work Platform

**Pay Unit**

Lump Sum

**CONCRETE DIAPHRAGM REPAIR****SPECIAL****1.0 DESCRIPTION**

Work includes removal of deteriorated concrete diaphragms or edge beams and placing repair material in the designated areas of the existing diaphragms in reasonably close conformity with the lines, depth, and details shown on the plans, described herein, the Standard Specifications and as established by the Engineer. This work also includes placement of reinforcing steel, dowelling new reinforcing steel, removing and disposing of debris, formwork, installing repair material, plan preparation and protecting adjacent areas of the bridge and environment from material leakage and shall be performed in conjunction with steel beam repairs. The repair material and method shall be one of the below described materials unless otherwise noted in the plans or provisions.

Repair, to the Engineer's satisfaction, any portion of the structure that is damaged from construction operations. No extra payment is provided for these repairs.

**2.0 MATERIAL AND METHOD**

- A. Shotcrete Repairs
- B. Concrete Repairs

**3.0 BASIS OF PAYMENT**

There will be no measurement for payment for *Concrete Diaphragm Repair* as the repair method and material selected for use will be measured and paid for at the contract unit price bid.

**STUB COLUMN ASSEMBLY****(SPECIAL)****1.0 DESCRIPTION**

Fabricate and install stub column assemblies at locations shown on the plans. Install stub column bearing assemblies in conjunction with beam end cut out and replacement and prior to field blasting and painting of the I-beam superstructure; but before epoxy coating the top of the bent cap. Prior to setting the assembly, make any needed repairs to deteriorated areas of the cap under and adjacent to the proposed setting location. Measures shall be taken to prevent damage to the beam and bearing paint systems during installation of the stub column bearing assemblies. Any damage to the beam or bearing paint systems shall be repaired by the Contractor at no additional cost to the Department.

**2.0 BASIS OF PAYMENT**

*Stub Column Assembly* will be measured and paid for at the contract unit price bid for each assembly. The price per each will be full compensation for all materials, equipment, tools, labor, and incidentals necessary including anchor bolts, nuts, washers, and anchor bolt drilling and setting to complete the work in accordance with the plans, this Special Provision, and as directed by the Engineer. Concrete repairs to deteriorated cap areas will be measured and paid for as "Concrete Repairs".

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Stub Column Assembly	Each

**MODIFIED ELASTOMERIC BEARINGS****(SPECIAL)****2.0 DESCRIPTION**

Fabricate and install modified elastomeric bearings at locations shown and as detailed on the plans. Install bearings in conjunction with beam repairs and replacement and prior to final field blasting and painting of the I-beam superstructure; but before epoxy coating the top of the bent cap. Prior to setting the bearing, make any needed repairs to deteriorated areas of the cap under and adjacent to the proposed setting location.

New elastomeric bearings and their components shall be thoroughly wrapped with a physical barrier that will protect the bearing from damage or paint overspray during all phases of blast cleaning and painting of steel. If at any time during blast cleaning or painting, where bearing protection fails or becomes dislodged the Contractor will cease such work immediately and restore bearing protection to the satisfaction of the Engineer prior to resuming.

**3.0 BASIS OF PAYMENT**

*Elastomeric Bearing, Modified Type “\_\_”* will be measured and paid for at the contract unit price bid for each bearing. The price per each will be full compensation for all materials, equipment, tools, labor, and incidentals necessary to furnish and install in accordance with the plans, this Special Provision, and as directed by the Engineer. Concrete repairs to deteriorated cap areas will be measured and paid for as “Concrete Repairs”.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Elastomeric Bearing, Modified Type “__”	Each

**PARTIAL REMOVAL OF EXISTING STRUCTURE #369****(SPECIAL)**

Remove the existing non-composite steel I-beam as indicated in the project plans. Also remove associated steel and concrete diaphragms if necessary, and all associated bearing assemblies, as indicated in the project plans. Perform this work in accordance with Section 402 of the Standard Specifications for Roads and Structures. Steel intermediate diaphragms shall be removed with care and may be retained for reuse with new steel girders of the bridge structure. There will be no additional payment beyond this lump sum bid price for replacement intermediate diaphragms, reused and/or new.

Partial removal of existing structure shall be performed so as not to allow debris to fall below the bridge.

Install a temporary deck support system capable of supporting the deck and overhang during removal and replacement of beam #6. The support system shall fully support the deck for all anticipated loads. Submit drawings and calculations for the support system to the Engineer for review and approval prior to beginning work.

Care shall be taken to not damage the deck or substructure. If the deck or concrete bent caps are damaged during removal it shall be the Contractor's responsibility to submit to the Engineer for review a repair procedure for all damaged areas. Repairs made to damage done by removal of the superstructure will be at the expense of the Contractor

Payment for the above work and materials will be included in the lump sum price bid for "Partial Removal of Existing Structure #369".

**Pay Item**

Partial Removal of Existing Structure #369

**Pay Unit**

Lump Sum

**STEEL REINFORCED ELASTOMERIC BEARINGS****(11-27-12)**

The 2018 Standard Specifications shall be revised as follows:

In **Section 1079-1 – Preformed Bearing Pads** add the following after the second paragraph:

Internal holding pins are required for all shim plates when the contract plans indicate the structure contains the necessary corrosion protection for a corrosive site.

Repair laminated (reinforced) bearing pads utilizing external holding pins via vulcanization. Submit product data for repair material and a detailed application procedure to the Materials and Tests Unit for approval before use and annually thereafter.

**PAINTING EXISTING STRUCTURE****(SPECIAL)****DESCRIPTION**

This work shall consist of furnishing all labor, equipment, and materials necessary to clean and paint the structural steel of the existing bridge. Work includes: removal, containment and disposal of the existing paint system; preparation of the surface to be painted and applying the new paint system; a containment enclosure; and any incidentals necessary to complete the project as specified and shown on the plans.

**CERTIFICATION**

The existing paint systems include toxic substances such as red lead oxide, which are considered hazardous if improperly removed. The contractor shall be currently SSPC QP 2, Category A certified, and have successfully completed lead paint removal and field painting on similar structures within 18 months prior to this bid.

The apparent low bidder shall submit a list of projects for which QP 2 work was performed within the last 18 months including owner contact information and submit to the Assistant State Structures Engineer (Operations) a "Lead Abatement Affidavit" by 12:00 noon of the



third day following the opening of bids. This form may be downloaded from: <http://www.ncdot.gov/projects/ncbridges/#stats>.

The Engineer will evaluate the work history to verify all lead abatement work was completed in accordance with contract specifications, free of citation from safety or environmental agencies. Lead abatement work shall include, but not be limited to: abrasive blasting; waste handling, storage and disposal; worker safety during lead abatement activities (fall protection, PPE, etc.); and containment. This requirement is in addition to the contractor pre-qualification requirements covered by Article 102-2 of the *2018 Standard Specifications*.

#### **TWELVE-MONTH OBSERVATION PERIOD**

The Contractor maintains responsibility for the coating system for a 12 month observation period beginning upon the satisfactory completion of all the work required in the plans or as directed by the Engineer. The Contractor shall guarantee the coating system under the payment and performance bond (refer to Article 109-10 of the *2018 Standard Specifications*). To successfully complete the observation period, the coating system shall meet the following requirements after 12 months service:

- (A) No visible rust, contamination or application defect is observed in any coated area.
- (B) Painted surfaces have a uniform color and gloss.
- (C) Painted surfaces have an adhesion that meets an ASTM D3359, 3A rating.

Final acceptance is made only after the paint system meets the above requirements.

#### **SUBMITTALS**

Submit all of the following to the Engineer for review and approval before scheduling the pre-construction meeting. Allow at least 2 weeks for the review process.

- (A) Work schedule which shall be kept up to date, with a copy of the revised schedule being provided to the Engineer in a timely manner,
- (B) Containment system plans and design calculations in accordance with SSPC Guide 6, Class 2A and other project requirements, signed and sealed by a Professional Engineer licensed by the State of North Carolina,
- (C) Bridge wash water sampling and disposal plan,
- (D) Subcontractor identification,
- (E) Lighting plan for night work in accordance with Section 1413 of the *2018 Standard Specifications*,
- (F) Traffic control plan with NCDOT certified supervisors, flaggers and traffic control devices,
- (G) Health and safety plan addressing at least the required topics as specified by the SSPC QP 1 and QP 2 program and including hazard communication, respiratory health, emergency procedures, and local hospital and treatment facilities with directions and phone numbers, disciplinary criteria for workers who violate the plan and accident investigation. The plan shall address the following: hazardous materials, personal protective equipment, general health and safety, occupational

health and environmental controls, fire protection and prevention, signs signals, and barricades, materials handling, storage, use, and disposal, hand and power tools, welding and cutting, electrical, scaffolds, fall protection, cranes, derricks, hoists, elevators, and conveyors, ladders, toxic and hazardous substances, airless injection and HPWJ.

- (H) Provide the Engineer a letter of certification that all employees performing work on the project have blood lead levels that are below the OSHA action level.
- (I) Provide the Engineer with Competent Person qualifications and summary of work experience.
- (J) Environmental Compliance Plan
- (K) Quality Control Plan (Project Specific) with quality control qualifications and summary of work experience.
- (L) Bridge and Public Protection Plan (Overspray, Utilities, etc. - Project/Task Specific)
- (M) Abrasive Blast Media
  - (1) Product Data Sheet
  - (2) Blast Media Test Reports in accordance with Article 1080-12 of the *2018 Standard Specification*.
- (N) Coating Material
  - (1) NCDOT HICAMS Test Reports (testing performed by NCDOT Materials and Tests Unit),
  - (2) Product Data Sheets,
  - (3) Material Safety Data Sheets,
  - (4) Product Specific Repair Procedures, and
  - (5) Acceptance letters from paint manufacturer's for work practices that conflict with Project Special Provisions and/or paint manufactures product data sheets.

#### **PRE-CONSTRUCTION MEETING**

Submittals shall be reviewed and approved by the Engineer prior to scheduling the pre-construction meeting. Allow no less than 2 weeks for a review process. When requesting a pre-construction meeting, contact the Engineer at least 7 working days in advance of the desired pre-construction date. The contractor's project supervisor, Competent person, quality control personnel and certified traffic control supervisor shall be in attendance at the pre-construction meeting in order for the Contractor and NCDOT team to establish responsibilities for various personnel during project duration and to establish realistic timeframes for problem escalation.

#### **CONTAINMENT SYSTEM**

Prior to performing any construction or painting operations on the structure, the Contractor shall furnish the Engineer with plans and design calculations for a sufficiently designed containment system, which will provide access for any repairs on structural steel members, cleaning and surface preparations for structural steel members, and coating operations for structural steel members of the bridge. The containment system shall not be installed, and no work shall begin, until the Engineer has reviewed and approved, in writing, the submitted containment system plans and design calculations. Containment system plans and design

calculations shall be prepared, sealed, and signed by a Professional Engineer licensed by the State of North Carolina. Allow a minimum of two weeks for review of the containment plans and calculations.

The containment system shall meet or exceed the requirements of Class 2A containment in accordance with SSPC Guide 6. The Contractor shall determine the required capacity of the containment system which, at a minimum, shall include loads due to wind, repair materials and repair operations, equipment, and tools; however, the capacity shall not be less than that required by Federal or State regulations. Design steel members to meet the requirements of the American Institute of Steel Construction Manual. Design timber members in accordance with the "National Design Specification for Stress-Grade Lumber and Its Fastenings" of the National Forest Products Association. The containment system shall be constructed of materials capable of withstanding damage from any of the work required on this project and shall be fireproof.

In the containment system plans, describe how debris is contained and collected. Describe the type of tarpaulin, bracing materials, and the maximum designed wind load. Describe the dust collection system and how a negative pressure of 0.03 inches of water column is maintained inside the enclosure, while blasting operations are being conducted. Describe how the airflow inside the containment structure is designed to meet all applicable OSHA Standards. Describe how water run-off from rain will be routed by or through the enclosure. Describe how wash water will be contained and paint chips separated. Describe what physical containment will be provided during painting application to protect the public and areas not to be painted.

**Protect the bottom of the deck from overspray during blasting and painting. The existing stay-in-place metal forms (SIP), support angles and deck overhang areas shall be protected during blasting and painting operations. Indicate in the containment drawings how these areas will be protected.**

Drilling holes in the superstructure for the purpose of attaching the containment system is prohibited.

The Contractor will be responsible for certifying the containment system has been constructed in accordance with the approved plans.

The containment system shall be cleaned after each work day.

Upon completion of work, remove all anchorages in the substructure and repair the substructure at no additional cost to the Department.

#### **WASH WATER SAMPLING AND DISPOSAL PLAN**

All wash water shall be collected and sampled prior to disposal. Representative sampling and testing methodology shall conform to 15A NCAC 02B.0103, "Analytical Procedures". Wash water shall be tested for pollutants listed in 15A NCAC 02B.0211(3),

15A NCAC 02T.0505(b)(1) and 15A NCAC 2T.0905(h). Depending on the test results, wash water disposal methods shall be described in the disposal plan. Wash water shall be disposed of in accordance with all current Federal and State regulations. See link for NCDOT Guidelines for Managing Bridge Wash Water: <http://www.ncdot.gov/projects/nbridges/#stats>.

#### **WASTE HANDLING OF PAINT AND ABRASIVES**

Comply with all Federal, State and local regulations. Failure to comply with the regulations could result in fines and loss of qualified status with NCDOT.

Comply with the Resource Conservation and Recovery Act (RCRA - 40 CFR 261 - 265) and the Occupational Safety and Health Act (OSHA - 29 CFR 1910 - 1926) regulations for employee training, and for the handling, storage, labeling, recordkeeping, reporting, inspections and disposal of all hazardous waste generated during paint removal.

A summary of Generator Requirements is available at the above NCDOT web link which cites the specific regulations for each Generator category. Quantities of waste by weight and dates of waste generation shall be recorded. Waste stored at the project site shall be properly labeled. All waste, hazardous or non-hazardous, requires numbered shipping manifests.

The North Carolina Department of Environment and Natural Resources (NCDENR) have adopted RCRA as the North Carolina Hazardous Waste Management Rules and are responsible for enforcement. The "Hazardous Waste Compliance Manual for Generators of Hazardous Waste" is published by the Compliance Branch of the Division of Waste Management of NCDENR, and can be found at: <http://portal.ncdenr.org/web/wm/hw/rules>.

Use a company from the below list of approved waste management companies. Immediately after award of the contract, arrange for waste containers, sampling, testing, transportation and disposal of all waste. No work shall begin until the Contractor furnishes the Engineer with a written waste disposal plan. Any alternative method for handling waste shall be pre-approved by the Engineer.

Southern Logistics, Inc. – 312 Orville Wright Dr., Greensboro, NC 27409  
(Ph. 336-662-0292)

A&D Environmental – PO Box 484, High Point, NC 27261  
(Ph. 336-434-7750)

Poseidon Environmental Services, Inc. – 837 Boardman-Canfield Rd #209, Youngstown, OH  
(Ph. 330-726-1560)

Clean Harbors Reidsville, LLC – 208 Watlington Industrial Drive, Reidsville, NC 27320  
(Ph. 336-342-6106)

All removed paint and spent abrasive media shall be tested for lead following the SW-846 TCLP Method 1311 Extraction, as required in 40 CFR 261, Appendix 11, to determine whether it shall be disposed of as hazardous waste. Furnish the Engineer certified test reports

showing TCLP results and Iron analysis of the paint chips stored on site, with disposal in accordance with “Flowchart on Lead Waste Identification and Disposal” at:

[http://portal.ncdenr.org/c/document\\_library/get\\_file?p\\_l\\_id=38491&folderId=328599&name=DLFE-9855.pdf](http://portal.ncdenr.org/c/document_library/get_file?p_l_id=38491&folderId=328599&name=DLFE-9855.pdf).

All sampling shall be done in presence of the Engineer’s representative.

The Competent Person shall obtain composite samples from each barrel of the wash water and waste generated by collecting two or more portions taken at regularly spaced intervals during accumulation. Composite the portions into one sample for testing purposes. Acquire samples after 10% or before 90% of the barrel has accumulated. The intent is to provide samples that are representative of widely separated portions, but not the beginning and end of wash water or waste accumulation.

Perform sampling by passing a receptacle completely through the discharge stream or by completely diverting the discharge into a sample container. If discharge of the wash water or waste is too rapid to divert the complete discharge stream, discharge into a container or transportation unit sufficiently large to accommodate the flow and then accomplish the sampling in the same manner as described above.

Comply with the NCDENR Hazardous Waste Compliance Manual for Generators of Hazardous Waste. Record quantities of waste by weight and dates of waste generation. Until test results are received, store all waste, and label as “NCDOT Bridge Paint Removal Waste - Pending Analysis” and include the date generated and contact information for the Division HazMat Manager or Project Engineer. Store waste containers in an enclosed, sealed and secured storage container protected from traffic from all directions. Obtain approval for the protection plan for these containers from the Engineer. If adequate protection cannot be obtained by use of existing guardrail, provide the necessary supplies and equipment to maintain adequate protection. Once test results are received and characterized, label waste as either “Hazardous Waste - Pending Disposal” or “Paint Waste - Pending Disposal”.

Once the waste has been collected, and the quantities determined, prepare the appropriate shipping documents and manifests and present them to the Engineer. The Engineer will verify the type and quantity of waste and obtain a Provisional EPA ID number from the:

NC Hazardous Waste Section  
North Carolina Department of Environment & Natural Resources  
1646 Mail Service Center  
Raleigh, NC 27699  
Phone (919) 508-8400, Fax (919) 715-4061

At the time of shipping, the Engineer will sign, date and add the ID number in the appropriate section on the manifest. The maximum on-site storage time for collected waste shall be 90 days. All waste whether hazardous or non-hazardous will require numbered shipping manifests. The cost for waste disposal (including lab and Provisional EPA ID number) is

included in the bid price for this contract. Note NC Hazardous Waste Management Rules (15A NCAC 13A) for more information. Provisional EPA ID numbers may be obtained at this link:

<http://portal.ncdenr.org/web/wm/provisional-hw-notification-page>.

Testing labs shall be certified in accordance with North Carolina State Laboratory Public Health Environmental Sciences. List of certified laboratories may be obtained at this link:

<http://slphreporting.ncpublichealth.com/EnvironmentalSciences/Certification/CertifiedLaboratory.asp>.

All test results shall be documented on the lab analysis as follows:

1. For leachable lead:
  - a. Soils/Solid/Liquid- EPA 1311/200.7/6010

Area sampling will be performed for the first 2 days at each bridge location. The area sample will be located within five feet of the containment and where the highest probability of leakage will occur (access door, etc.). Results from the area sampling will be given to the Engineer within 72 hours of sampling (excluding weekends). If the results of the samples exceed  $20 \mu\text{g}/\text{m}^3$  corrective measures shall be taken and monitoring shall be continued until 2 consecutive sample results are less than  $20 \mu\text{g}/\text{m}^3$ .

TWA may suspend the work if there are visible emissions outside the containment enclosure or pump monitoring results exceeding the level of  $30 \mu\text{g}/\text{m}^3$ .

Where schools, housing and/or buildings are within 500 feet of the containment, the Contractor shall perform initial TSP-Lead monitoring for the first 10 days of the project during abrasive blasting, vacuuming and containment removal. Additional monitoring will be required during abrasive blasting 2 days per month thereafter. Results of the TSP monitoring at any location shall not exceed  $1.5 \mu\text{g}/\text{m}^3$ .

## **EQUIPMENT MOBILIZATION**

The equipment used in any travel lanes and paved shoulder shall be mobile equipment on wheels that has the ability to move on/off the roadway in less than 30 minutes. All work conducted in travel lanes shall be from truck or trailer supported platforms and all equipment shall be self-propelled or attached to a tow vehicle at all times.

## **QUALITY CONTROL INSPECTOR**

Provide a quality control inspector in accordance with the SSPC QP guidelines to ensure that all processes, preparation, blasting and coating application are in accordance with the requirements of the contract. The inspector shall have written authority to perform QC duties to include continuous improvement of all QC internal procedures. The presence of the

engineer or inspector at the work site shall in no way lessen the contractor's responsibility for conformity with the contract.

### **QUALITY ASSURANCE INSPECTOR**

The quality assurance inspector which may be a Department employee or a designated representative of the Department shall observe, document, assess and report that the Contractor is complying with all of the requirements of the contract. Inspectors employed by the Department are authorized to inspect all work performed and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector is not authorized to alter or waive the requirements of the contract. Each stage in preparing the structure to be coated which includes but not limited to washing, blasting, coating testing and inspection shall be inspected and approved by the Engineer or his authorized representative.

### **SUBLETTING OF CONTRACT**

Only contractors certified to meet SSPC QP 2, Category A, and have successfully completed lead paint removal and field painting on all similar structures within 18 months prior to this bid are qualified for this work. Work is only sublet by approval of the Engineer.

### **PREPARATION OF SURFACES**

Before any other surface preparation is conducted, all surfaces shall be power washed to remove dust, salts, dirt and other contaminants. All wash water shall be contained, collected and tested in accordance with the requirements of NCDOT Managing Bridge Wash Water specification. Obtain approval of the Engineer and allow all cleaned surfaces to dry to the touch and without standing water before beginning surface preparation or painting activities.

Surface preparation is done with materials meeting Article 1080-12 of the *2018 Standard Specifications*. No silica sand or other silica materials are permitted for use. The profile shall be between 1.0 and 3.0 mils when measured on a smooth steel surface. Conduct and document at least 2 tests per beam/girder and 2 tests per span of diaphragms/cross bracing.

Spread tarpaulins over all pavements and surfaces underneath equipment used for abrasive blasting as well as equipment and containers used to collect abrasive media. This requirement will be enforced during activity and inactivity of equipment.

Before the Contractor departs from the work site at the end of the work day, collect all debris generated during surface preparation and all dust collector hoses, tarps or other appurtenances containing blasting residue in approved containers.

Clean a 3" x 3" area at each structure to demonstrate the specified finish, and the inspector will preserve this area by covering it with tape, plastic or some other suitable means so that it can be retained as the Dry Film Thickness (DFT) gauge adjustment standard. An acceptable alternative is for the Contractor to provide a steel plate with similar properties and geometry as the substrate to be measured.

The contractor and or quality assurance representative shall notify the Engineer of any area of corroded steel which has lost more than 50% of its original thickness.

All parts of the bridges not to be painted and the travelling public shall be protected from overspray. Submit a plan to protect all parts of bridge that are not required to be painted and a plan to protect the traveling public and surrounding environment while applying all coats of paint to a structure.

Ensure that chloride levels on the surfaces are  $7 \mu\text{g}/\text{cm}^2$  or lower using an acceptable sample method in accordance with SSPC Guide 15. The frequency of testing shall be 2 tests per span after all surface preparation has been completed and immediately prior to painting. Select test areas representing the greatest amount of corrosion in the span as determined by the Engineers' representative. Additional testing may be required if significant amounts of chloride are detected.

All weld splatter, slag or other surface defects resulting in a raised surface above the final paint layer shall be removed prior to application of primer coat.

#### **PAINTING OF STEEL**

Paint System 1, as specified in these special provisions and Section 442 of the *2018 Standard Specifications*, is to be used for this work. System 1 is an inorganic zinc primer, two coats acrylic paint and one stripe coat of acrylic paint over blast cleaned surfaces in accordance with SSPC-SP-10 (Near White Blast). Perform all mixing operations over an impervious surface with provisions to prevent runoff to grade of any spilled material. The contractor is responsible for reporting quantities of thinner purchased as well the amounts used. No container with thinner shall be left uncovered, when not in use.

Apply 2" stripe coat, by brush or roller only, to all exposed edges of steel including fasteners before applying the finish coat. Locate the edge or corner in the approximate center of the paint stripe.

Any area where newly applied paint fails to meet the specifications shall be repaired or replaced by the Contractor. The Engineer approves all repair processes before the repair is made. Repaired areas shall meet the specifications. The Contractor applies an additional finish coat of paint to areas where the tape adhesion test is conducted.

#### **MATERIALS**

Only paint suppliers that have a NCDOT qualified inorganic zinc primer may furnish paints for this project. All paints applied to a structure shall be from the same supplier. Before any paints are applied the Contractor shall provide the Engineer a manufacturer's certification that each batch of paint meets the requirements of the applicable Section 1080 of the *2018 Standard Specifications*.



The inspector randomly collects a one pint sample of each paint product used on the project. Additional samples may be collected as needed to verify compliance to the specifications.

Do not expose paint materials to rain, excessive condensation, long periods of direct sunlight, or temperatures above 110°F or below 40°F. In addition, the Contractor shall place a device which records the high, low and current temperatures inside the storage location. Follow the manufacturer's storage requirements if more restrictive than the above requirements.

## INSPECTION

Surface Preparation for System 1 shall be in accordance with SSPC SP-10. Any area(s) not meeting the requirements of SSPC SP-10 shall be remediated prior to application of coating. Surface inspection is considered ready for inspection when all blast abrasive, residue and dust is removed from surfaces to be coated.

### (A) Quality Assurance Inspection

The Contractor furnishes all necessary OSHA approved apparatus such as ladders, scaffolds and platforms as required for the inspector to have reasonable and safe access to all parts of the work. The contractor illuminates the surfaces to be inspected to a minimum of 50-foot candles of light. All access points shall be illuminated to a minimum of 20-foot candles of light.

NCDOT reserves the right for ongoing QA (Quality Assurance) inspection to include but not limited to surface contamination testing, adhesion pull testing and DFT readings as necessary to assure quality.

Inform the Engineer and the Division Safety Engineer of all scheduled and unannounced inspections from SSPC, OSHA, EPA and/or others that come on site. Furnish the Engineer a copy of all inspection reports except for reports performed by a third party and or consultant on behalf of the Contractor.

### (B) Inspection Instruments

At a minimum, furnish the following calibrated instruments and conduct the following quality control tests:

- (1) Sling Psychrometer - ASTM E337 - bulb type
- (2) Surface Temperature Thermometer
- (3) Wind Speed Indicator
- (4) Tape Profile Tester - ASTM D4417 Method C
- (5) Surface Condition Standards - SSPC VIS-1 and VIS-3
- (6) Wet Film Thickness Gage - ASTM D4414
- (7) Dry Film Thickness Gage - SSPC-PA2 Modified
- (8) Solvent Rub Test Kit - ASTM D4752
- (9) Adhesion Test Kit - ASTM D3359 Method A (Tape Test)

- (10) Adhesion Pull test - ASTM D4541
- (11) Surface Contamination Analysis Kit or (Chloride Level Test Kit)  
SSPC Technology Guide 15

(C) Quality Control

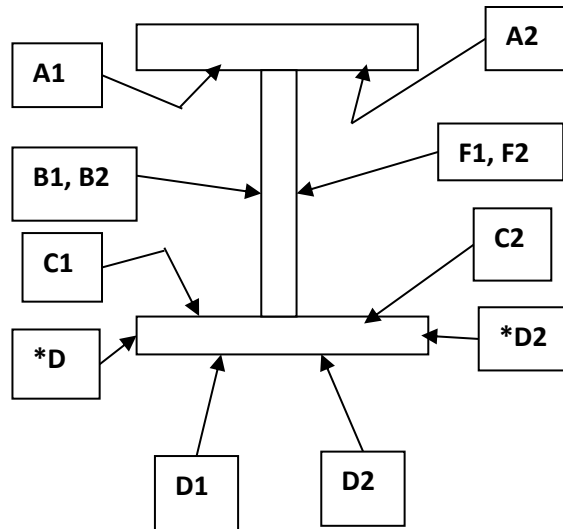
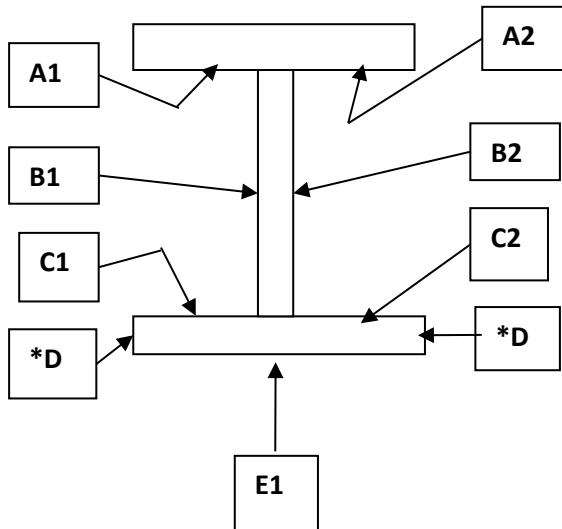
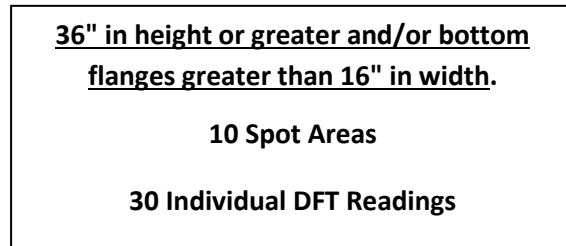
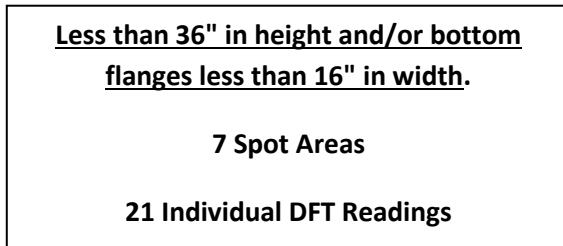
Maintain a daily quality control record in accordance with Article 442-12(D) of the *2018 Standard Specifications* and make such records available at the job site for review by the inspector and submit to the Engineer as directed. In addition to the information required on M&T-610, submit all Dry Film Thickness (DFT) readings on a form equivalent to M&T-611.

- (1) Measure DFT at each spot on the attached diagram and at the required number of locations as specified below:
  - (a) For span members less than 45 feet; three random locations along each girder in each span.
  - (b) For span members greater than 45 feet; add one additional location for each additional 10 feet in span length.

DFT measurements for the prime coat shall not be taken for record until the zinc primer has cured in accordance with ASTM D4752 (MEK Rub Test) with no less than a four resistance rating.

Stiffeners and other attachments to beams and or plate girders shall be measured at no less than five random spots per span. Also dry film thickness is measured at no less than six random spots per span on diaphragms/"K" frames.

Each spot is an average of three to five individual gage readings as defined in SSPC PA-2. No spot average shall be less than 80% of minimum DFT for each layer applied; this does not apply to stripe coat application. Spot readings that are non-conforming shall be re-accessed by performing additional spot measurements not to exceed one foot intervals on both sides of the low areas until acceptable spot averages are obtained. These non-conforming areas shall be corrected by the Contractor prior to applying successive coats.



**\*D areas are only included when flange thickness is one inch (1") or greater.**

**\*D areas are only included when flange thickness is one inch (1") or greater.**

- (2) Two random adhesion tests (1 test=3 dollies) per span are conducted on interior surfaces in accordance with ASTM D4541 (Adhesion Pull Test) after the prime coat has been properly cured in accordance with ASTM D4752 (MEK Rub Test) with no less than a 4 resistance rating, and will be touched up by the Contractor. The required minimum average adhesion is 400 psi.
- (3) Cure of the intermediate and stripe coats shall be accessed by using the thumb test in accordance with ASTM D1640 (Curing Formation Test) prior to the application of any successive layers of paint.
- (4) One random Cut Tape adhesion test per span is conducted in accordance with ASTM D3359 (X-Cut Tape Test) on interior surface after the finish

coat is cured. Repair areas shall be properly tapered and touched up by the Contractor.

### **SAFETY AND ENVIRONMENTAL COMPLIANCE PLANS**

Personnel access boundaries are delineated for each work site using signs, tape, cones or other approved means. Submit copies of safety and environmental compliance plans that comply with SSPC QP 2 Certification requirements.

### **HEALTH AND SAFETY RESPONSIBILITIES**

This project may involve toxic metals such as arsenic, lead, cadmium and hexavalent chromium. It is the contractor's responsibility to test for toxic metals and if found, comply with the OSHA regulations, which may include medical testing.

Ensure a "Competent Person" as defined in OSHA 29 CFR 1926.62; one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them; is on site during all surface preparation activities and monitors the effectiveness of containment, dust collection systems and waste sampling. Before any work begins, provide a written summary of the Competent Person's safety training.

Comply with Subarticle 442-14(B) of the *2018 Standard Specifications*.

Comply with Subarticle 442-14(D) of the *2018 Standard Specifications*. Ensure employee blood sampling test results are less than 50 micrograms per deciliter. Remove employees with a blood sampling test of 50 or more micrograms per deciliter from work activities involving any lead exposure.

An employee who has been removed with a blood level of 50 micrograms per deciliter or more shall have two consecutive blood sampling tests spaced one week apart indicating that the employee's blood lead level is at or below 40 micrograms per deciliter before returning to work activities involving any lead exposure.

All OSHA recordable accidents that occur during the project duration are to be reported to the Engineer within twenty-four (24) hours of occurrence. In addition, for accidents that involve civilians or property damage that occurs within the work zone the Division Safety Engineer shall be notified immediately.

Prior to blasting operations, the Contractor shall have an operational OSHA approved hand wash station at each bridge location and a decontamination trailer at each bridge or between bridges unless the work is on the roadway, or the Contractor shall show reason why it is not feasible to do so and provide an alternative site as approved by the Engineer. The Contractor shall assure that all employees whose airborne exposure to lead is above the PEL shall shower at the end of their work shift.

**STORAGE OF PAINT AND EQUIPMENT**

Provide a location for materials, equipment and waste storage. Spread tarpaulins over all pavements and surfaces underneath equipment used for abrasive recycling and other waste handling equipment or containers. All land and or lease agreements that involve private property shall disclose to the property owner that heavy metals may be present on the Contractor's equipment. Prior to storing the Contractor's equipment on private property, provide a notarized written consent signed by the land owner received by the Engineer at least forty-eight (48) hours before using property. All storage of paint, solvents and other materials applied to structures shall be stored in accordance with Section 442 of the *2018 Standard Specifications* or the manufacturers' requirements. The more restrictive requirements will apply.

**UTILITIES**

Protect all utility lines or mains which may be supported on, under, or adjacent to bridge work sites from damage and paint overspray.

**MEASUREMENT AND PAYMENT**

The cost of inspection, surface preparation and repainting the existing structure is included in the lump sum price bid for *Cleaning and Repainting of Bridge #\_\_\_*. This price is full compensation for furnishing all inspection equipment, all paint, cleaning abrasives, cleaning solvents and all other materials; preparing and cleaning surfaces to be painted; applying paint in the field; protecting work area, traffic and property; and furnishing blast cleaning equipment, paint spraying equipment, brushes, rollers, any other hand or power tools and any other equipment.

*Pollution Control* will be paid at the contract lump sum price which will be full compensation for all collection, handling, storage, air monitoring, and disposal of debris and wash water, all personal protective equipment, and all personal hygiene requirements, and all equipment, material and labor necessary for the daily collection of the blast debris into specified containers; and any measures necessary to ensure conformance to all safety and environmental regulations as directed by the Engineer.

*Painting Containment for Bridge #\_\_\_* will be paid at the lump sum contract price and will be full compensation for the design, materials, installation, maintenance, and removal of the containment system.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Cleaning and Repainting of Bridge #___	Lump Sum
Pollution Control	Lump Sum
Painting Containment for Bridge #___	Lump Sum

**DESCRIPTION OF BRIDGES**

**Bridge #358:** This bridge was built in 1967 and carries I-40 EBL over Winery Road (Biltmore Estate). The superstructure consists of 3 simple spans with 8 lines of W27x84 and W27x94 steel I-beams with 1@ 2'-5 3/4", 5@ 7', 1@2'-5 3/4" spacing with steel diaphragms. Span A and Span C consist of W27x84 beams. Span B consists of W27x94 beams. The bridge has an overall length of 121' with a concrete deck and a 40' total deck width on a 60 degree skew. The minimum vertical clearance is 15'-5". The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is **8,388** sq. ft.

**Bridge #366:** This bridge was built in 1967 and carries I-40 WBL over Winery Road (Biltmore Estate). The superstructure consists of 3 simple spans with 8 lines of W27x84 and W27x94 steel I-beams with 1@ 2'-5 3/4", 5@ 7', 1@2'-5 3/4" spacing with steel diaphragms. Span A and Span C consist of W27x84 beams. Span B consists of W27x94 beams. The bridge has an overall length of 121' with a concrete deck and a 40' total deck width on a 60 degree skew. The minimum vertical clearance is 15'-11". The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is **8,388** sq. ft.

**Bridge #369:** This bridge was built in 1966 and carries I-40 EBL over Biltmore Estate Drive (Biltmore Estate). The superstructure consists of 3 simple spans with 6 lines of W33x130 steel I-beams @ 7'-0" spacing with steel diaphragms. The bridge has an overall length of 135' with a concrete deck and a 40' total deck width on a 90 degree skew. The minimum vertical clearance is 13'-4". The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is **7,902** sq. ft.

**Bridge #374:** This bridge was built in 1966 and carries I-40 WBL over Biltmore Estate Drive (Biltmore Estate). The superstructure consists of 3 simple spans with 6 lines of W33x130 steel I-beams @ 7'-0" spacing with steel diaphragms. The bridge has an overall length of 135' with a concrete deck and a 40' total deck width on a 90 degree skew. The minimum vertical clearance is 20'-5". The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is **7,902** sq. ft.

**Bridge #377:** This bridge was built in 1966 and carries I-40 EBL over Approach Road and Ram Branch (Biltmore Estate). The superstructure consists of 3 simple spans with 6 lines of W36x230 steel I-beams with 1@4'-7 1/8", 3@8', 1@4'-7 1/8" spacing with steel diaphragms. The bridge has an overall length of 252' with a concrete deck and a 33'-3" total deck width on a 53 degree skew. The minimum vertical clearance is 36'-6". The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is **19,169** sq. ft.

**Bridge #378:** This bridge was built in 1966 and carries I-40 WBL over Approach Road and Ram Branch (Biltmore Estate). The superstructure consists of 3 simple spans with 6 lines of W36x230 steel I-beams with 1@4'-7 1/8", 3@8', 1@4'-7 1/8" spacing with steel diaphragms. The bridge

has an overall length of 252' with a concrete deck and a 33'-3" total deck width on a 53 degree skew. The minimum vertical clearance is approximately 37'-9". The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is **19,169** sq. ft.

### **ZONE PAINTING OF EXISTING STRUCTURE**

**(SPECIAL)**

#### **DESCRIPTION**

This work shall consist of furnishing all labor, equipment, and materials necessary to clean and paint the zones of the existing structure, as indicated on the project plans. Work includes: removal, containment and disposal of the existing paint system; preparation of the surface to be painted and applying the new paint system; a containment enclosure; and any incidentals necessary to complete the project as specified and shown on the plans.

#### **CERTIFICATION**

Only contractors who are currently SSPC QP 1 certified, and have successfully completed field painting on similar structures within 18 months prior to this bid, may perform this work.

Successfully completed projects shall have all lead abatement work completed in accordance with the contract and be free of citation from safety or environmental agencies. Lead abatement work shall include, but not be limited to: abrasive blasting; waste handling, storage and disposal; worker safety during lead abatement activities (fall protection, PPE, etc.); and containment. This requirement is in addition to the Contractor pre-qualification requirements covered by Article 102-2 of the *2008 Standard Specifications*.

#### **TWELVE-MONTH OBSERVATION PERIOD**

The Contractor maintains responsibility for the coating system for a 12-month observation period beginning upon the satisfactory completion of all the work required in the plans or as directed by the Engineer. The Contractor shall guarantee the coating system under the payment and performance bond (refer to Article 109-10 of the *2018 Standard Specifications*). For successful completion of the observation period, the coating system shall meet the following requirements after 12 months service:

- (A) No visible rust, contamination or application defect is observed in any coated area.
- (B) Painted surfaces have a uniform color and gloss.
- (C) Painted surfaces have an adhesion that meets an ASTM D3359, 3A rating.

Final acceptance is made only after the paint system meets the above requirements.

**SUBMITTALS**

Submit all of the following to the Engineer for review and approval before scheduling the pre-construction meeting. Allow at least 2 weeks for the review process.

- (A) Work schedule which shall be kept up to date, with a copy of the revised schedule being provided to the Engineer in a timely manner,
- (B) Containment Drawings in accordance with SSPC Guide 6, Class 2A sealed by a Professional Engineer licensed by the State of North Carolina,
- (C) Bridge wash water sampling and disposal plan,
- (D) Subcontractor identification,
- (E) Lighting plan for night work in accordance with Section 1413 of the *2008 Standard Specifications*,
- (F) Traffic control plan with NCDOT certified supervisors, flaggers and traffic control devices,
- (G) Health and Safety Plan addressing at least the required topics as specified by the SSPC QP 1 program which includes, but is not limited to: hazardous materials, personal protective equipment, hand and power tools, ladders, toxic and hazardous substances, emergency procedures, and local hospital and treatment facilities with directions and phone numbers, disciplinary criteria for workers who violate the plan and accident investigation,
- (H) Provide the Engineer with Competent Person qualifications and summary of work experience.
- (I) Environmental Compliance Plan
- (J) Quality Control Plan (Project Specific) with quality control qualifications and summary of work experience.
- (K) Bridge and Public Protection Plan (Overspray, Utilities, etc. - Project/Task Specific)
- (L) Abrasive Blast Media
  - (1) Product Data Sheet
  - (2) Blast Media Test Reports in accordance with Article 1080-12 of the *2018 Standard Specification*.
- (M) Coating Material
  - (1) NCDOT HICAMS Test Reports (testing performed by NCDOT Materials and Tests Unit),
  - (2) Product Data Sheets,
  - (3) Material Safety Data Sheets,
  - (4) Product Specific Repair Procedures, and
  - (5) Acceptance letters from paint manufacturers for work practices that conflict with Project Special Provisions and/or paint manufactures' product data sheets.

**PRE-CONSTRUCTION MEETING**

Submittals shall be reviewed and approved by the Engineer prior to scheduling the pre-construction meeting. Allow no less than 2 weeks for a review process. When requesting a pre-construction meeting, contact the Engineer at least 7 working days in advance of the desired pre-construction date. The contractor's project supervisor, Competent person, quality



control personnel and certified traffic control supervisor shall be in attendance at the pre-construction meeting in order for the Contractor and NCDOT team to establish responsibilities for various personnel during project duration and to establish realistic timeframes for problem escalation.

#### **CONTAINMENT PLAN**

The containment plan shall meet Class 2A containment in accordance with SSPC Guide 6. Enclosure drawings and loads supported by the structure shall be prepared, signed, and sealed by a Professional Engineer licensed by the State of North Carolina. Describe what physical containment will be provided during painting application to protect the public and areas not to be painted. Protect non-metallic parts of bearings from blasting and painting (i.e.: Pot Bearings, Elastomeric Pads, and Disc Bearings).

#### **WASH WATER SAMPLING AND DISPOSAL PLAN**

No work may begin until the Contractor furnishes the Engineer with a containment plan for surface preparation and coating operations and the Engineer reviews and approves in writing said plan. All wash water shall be collected and sampled prior to disposal. Representative sampling and testing methodology shall conform to 15A NCAC 02B.0103, "Analytical Procedures." Wash water shall be tested for pollutants listed in 15A NCAC 02B.0211(3), 15A NCAC 02T.0505(b)(1) and 15A NCAC 2T.0905(h). Depending on the test results, wash water disposal methods shall be described in the disposal plan. Wash water shall be disposed of in accordance with all current Federal and State regulations. See link for NCDOT Guidelines for Managing Bridge Wash Water: <http://www.ncdot.gov/projects/nbridges/#stats>.

#### **WASTE HANDLING OF PAINT AND ABRASIVES**

Comply with all Federal, State, and local regulations. Failure to comply with the regulations could result in fines and loss of qualified status with NCDOT.

Comply with the Resource Conservation and Recovery Act (RCRA - 40 CFR 261 - 265) and the Occupational Safety and Health Act (OSHA - 29 CFR 1910 - 1926) regulations for employee training, and for the handling, storage, labeling, recordkeeping, reporting, inspections and disposal of all hazardous waste generated during paint removal. All waste, hazardous or non-hazardous, requires numbered shipping manifests.

Comply with the NCDENR Hazardous Waste Compliance Manual for Generators of Hazardous Waste. Record quantities of waste by weight and dates of waste generation. Until test results are received, store all waste, and label as "NCDOT Bridge Paint Removal Waste - Pending Analysis" and include the date generated and contact information for the Division HazMat Manager or Project Engineer. Store waste containers in an enclosed, sealed, and secured storage container protected from traffic from all directions. Obtain approval for the protection plan for these containers from the Engineer. If adequate protection cannot be obtained by use of existing guardrail, provide the necessary supplies and equipment to

maintain adequate protection. Once test results are received and characterized, label waste as either “Hazardous Waste - Pending Disposal” or “Paint Waste - Pending Disposal.”

The North Carolina Department of Environment and Natural Resources (NCDENR) adopted RCRA as the North Carolina Hazardous Waste Management Rules and is responsible for enforcement. The “Hazardous Waste Compliance Manual for Generators of Hazardous Waste” is published by the Compliance Branch of the Division of Waste Management of NCDENR and can be found at <http://portal.ncdenr.org/web/wm/hw/rules>.

If waste is considered hazardous, the following applies:

Use a company from the below list of approved waste management companies. Immediately after award of the contract, arrange for waste containers, sampling, testing, transportation, and disposal of all waste. No work shall begin until the Contractor furnishes the Engineer with a written waste disposal plan. Any alternative method for handling waste shall be pre-approved by the Engineer.

Southern Logistics, Inc. – 312 Orville Wright Dr., Greensboro, NC 27409

(Ph. 336-662-0292)

A&D Environmental – PO Box 484, High Point, NC 27261

(Ph. 336-434-7750)

Poseidon Environmental Services, Inc. – 837 Boardman-Canfield Rd #209, Youngstown, OH

(Ph. 330-726-1560)

Clean Harbors Reidsville, LLC – 208 Watlington Industrial Drive, Reidsville, NC 27320

(Ph. 336-342-6106)

Test all removed paint and spent abrasive media for lead following the SW-846 TCLP Method 1311 Extraction, as required in 40 CFR 261, Appendix 11, to determine whether it shall be disposed of as hazardous waste. Furnish the Engineer certified test reports showing TCLP results and Iron analysis of the paint chips stored on site, with disposal being in accordance with “Flowchart on Lead Waste Identification and Disposal” at:

[http://portal.ncdenr.org/c/document\\_library/get\\_file?p\\_l\\_id=38491&folderId=328599&name=DLFE-9855.pdf](http://portal.ncdenr.org/c/document_library/get_file?p_l_id=38491&folderId=328599&name=DLFE-9855.pdf).

All sampling shall be done in presence of the Engineer’s representative.

The Competent Person shall obtain composite samples from each barrel of the wash water and waste generated by collecting two or more portions taken at regularly spaced intervals during accumulation. Composite the portions into one sample for testing purposes. Acquire samples after 10% or before 90% of the barrel has accumulated. The intent is to provide samples that are representative of widely separated portions, but not the beginning and end of wash water or waste accumulation.

Perform sampling by passing a receptacle completely through the discharge stream or by completely diverting the discharge into a sample container. If discharge of the wash water or

waste is too rapid to divert the complete discharge stream, discharge into a container or transportation unit sufficiently large to accommodate the flow and then accomplish the sampling in the same manner as described above.

Once the waste has been collected, and the quantities determined, prepare the appropriate shipping documents and manifests and present them to the Engineer. The Engineer will verify the type and quantity of waste and obtain a Provisional EPA ID number from the:

NC Hazardous Waste Section  
North Carolina Department of Environment & Natural Resources  
1646 Mail Service Center  
Raleigh, NC 27699  
Phone (919) 508-8400, Fax (919) 715-4061

At the time of shipping, the Engineer will sign, date, and add the ID number in the appropriate section on the manifest. The maximum on-site storage time for collected waste shall be 90 days. All waste whether hazardous or non-hazardous will require numbered shipping manifests. The cost for waste disposal (including lab and Provisional EPA ID number) is included in the bid price for this contract. Note NC Hazardous Waste Management Rules (15A NCAC 13A) for more information. Provisional EPA ID numbers may be obtained at this link:

<http://portal.ncdenr.org/web/wm/provisional-hw-notification-page>.

Testing labs shall be certified in accordance with North Carolina State Laboratory Public Health Environmental Sciences. List of certified laboratories may be obtained at this link:

<http://slphreporting.ncpublichealth.com/EnvironmentalSciences/Certification/CertifiedLaboratory.asp>.

All test results shall be documented on the lab analysis as follows:

2. For leachable lead:
  - a. Soils/Solid/Liquid- EPA 1311/200.7/6010

Area sampling will be performed for the first 2 days at each bridge location. The area sample will be located within five feet of the containment and where the highest probability of leakage will occur (access door, etc.). Results from the area sampling will be given to the Engineer within 72 hours of sampling (excluding weekends). If the results of the samples exceed 20,  $\mu\text{g}/\text{m}^3$  corrective measures shall be taken and monitoring shall be continued until two consecutive sample results are less than 20  $\mu\text{g}/\text{m}^3$ .

TWA may suspend the work if there are visible emissions outside the containment enclosure or pump monitoring results exceeding the level of 30  $\mu\text{g}/\text{m}^3$ .

Where schools, housing and/or buildings are within 500 feet of the containment, the Contractor shall perform initial TSP-Lead monitoring for the first 10 days of the project during abrasive blasting, vacuuming and containment removal. Additional monitoring will be required during abrasive blasting 2 days per month thereafter. Results of the TSP monitoring at any location shall not exceed  $1.5 \mu\text{g}/\text{m}^3$ .

#### **EQUIPMENT MOBILIZATION**

The equipment used in any travel lanes and paved shoulder shall be mobile equipment on wheels that has the ability to move on/off the roadway in less than 30 minutes. All work conducted in travel lanes shall be from truck or trailer supported platforms and all equipment shall be self-propelled or attached to a tow vehicle at all times.

#### **QUALITY CONTROL INSPECTOR**

Provide a quality control inspector in accordance with the SSPC QP guidelines to ensure that all processes, preparation, blasting and coating application are in accordance with the requirements of the contract. The inspector shall have written authority to perform QC duties to include continuous improvement of all QC internal procedures. The presence of the engineer or inspector at the work site shall in no way lessen the contractor's responsibility for conformity with the contract.

#### **QUALITY ASSURANCE INSPECTOR**

The quality assurance inspector, which may be a Department employee or a designated representative of the Department, shall observe, document, assess, and report that the Contractor is complying with all of the requirements of the contract. Inspectors employed by the Department are authorized to inspect all work performed and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. The inspector is not authorized to alter or waive the requirements of the contract. Each stage in preparing the structure to be coated which includes but not limited to washing, blasting, coating testing and inspection shall be inspected and approved by the Engineer or his authorized representative.

#### **SUBLETTING OF CONTRACT**

Only contractors certified to meet SSPC QP 1 and have successfully completed field painting on similar structures within 18 months prior to this bid are qualified for this work. Work is only sublet by approval of the Engineer.

#### **LIMITS OF ZONE PAINTING**

Removal of existing paint system, required surface preparation, and application of new painting system shall extend to the limits indicated on the project plans. For zone painting at bents paint all structural steel including diaphragms, stiffener plates and bearings within the

limits indicated unless otherwise noted. For zone painting along beam lines see plan details. Additionally, the new paint system shall overcoat the existing paint system and be blended for a dimension of 6" to 12" beyond the limits of the existing paint removal. The existing paint system that remains in the overcoat area shall be properly prepared for required adhesion of the new paint system.

## PREPARATION OF SURFACES

Before any other surface preparation is conducted, all surfaces to be painted shall be power washed to remove dust, salts, dirt, and other contaminants. All wash water shall be contained, collected, and tested in accordance with the requirements of NCDOT Managing Bridge Wash Water specification. Obtain approval of the Engineer and allow all cleaned surfaces to dry to the touch and without standing water before beginning surface preparation or painting activities.

Surface preparation is done with materials meeting Article 1080-12 of the *2018 Standard Specifications*. No silica sand or other silica materials are permitted for use. The profile shall be between 1.0 and 3.0 mils when measured on a smooth steel surface. Conduct and document at least 2 tests per beam/girder and 2 tests per span of diaphragms/cross bracing.

Spread tarpaulins over all pavements and surfaces underneath equipment used for abrasive blasting as well as equipment and containers used to collect abrasive media. This requirement will be enforced during activity and inactivity of equipment.

Before the Contractor departs from the work site at the end of the work day, collect all debris generated during surface preparation and all dust collector hoses, tarps or other appurtenances containing blasting residue in approved containers.

Clean a 3" x 3" area at each structure to demonstrate the specified finish, and the inspector will preserve this area by covering it with tape, plastic or some other suitable means so that it can be retained as the Dry Film Thickness (DFT) gauge adjustment standard. An acceptable alternative is for the Contractor to provide a steel plate with similar properties and geometry as the substrate to be measured.

The contractor and/ or quality assurance representative shall notify the Engineer of any area of corroded steel that has lost more than 50% of its original thickness.

All parts of the bridges not to be painted and the travelling public shall be protected from overspray. Submit a plan to protect all parts of bridge that are not required to be painted and a plan to protect the traveling public and surrounding environment while applying all coats of paint to a structure.

Ensure that chloride levels on the surfaces are  $7 \mu\text{g}/\text{cm}^2$  or lower using an acceptable sample method in accordance with SSPC Guide 15. The frequency of testing shall be 2 tests per span after all surface preparation has been completed and immediately prior to painting. Select test areas representing the greatest amount of corrosion in the span as determined by the

Engineers' representative. Additional testing may be required if significant amounts of chloride are detected.

## **PAINTING OF STEEL**

Paint System 1, as specified in these special provisions and Section 442 of the *2018 Standard Specifications*, is to be used for this work. System 1 is an inorganic zinc primer, two coats acrylic paint, and one stripe coat of acrylic paint over blast-cleaned surfaces in accordance with SSPC-SP-10 (Near White Blast). Perform all mixing operations over an impervious surface with provisions to prevent runoff to grade of any spilled material. The contractor is responsible for reporting quantities of thinner purchased as well the amounts used. No container with thinner shall be left uncovered, when not in use.

Apply 2" stripe coat, by brush or roller only, to all exposed edges of steel including fasteners before applying the finish coat. Locate the edge or corner in the approximate center of the paint stripe.

Painting shall cover the area where existing paint has been removed, and paint shall be blended for a dimension of 6" to 12" onto the existing paint system.

Any area where newly applied paint fails to meet the specifications shall be repaired or replaced by the Contractor. The Engineer approves all repair processes before the repair is made. Repaired areas shall meet the specifications. The Contractor applies an additional finish coat of paint to areas where the tape adhesion test is conducted.

## **MATERIALS**

Only paint suppliers that have a NCDOT qualified inorganic zinc primer may furnish paints for this project. All paints applied to a structure shall be from the same supplier. Before any paints are applied, the Contractor shall provide the Engineer a manufacturer's certification that each batch of paint meets the requirements of the applicable Section 1080 of the *2018 Standard Specifications*.

Color of the paint shall match that of the existing paint on the structure steel.

The inspector randomly collects a one-pint sample of each paint product used on the project. Additional samples may be collected as needed to verify compliance to the specifications.

Do not expose paint materials to rain, excessive condensation, long periods of direct sunlight, or temperatures above 110°F or below 40°F. In addition, the Contractor shall place a device that records the high, low, and current temperatures inside the storage location. Follow the manufacturer's storage requirements if more restrictive than the above requirements.

**INSPECTION**

Surface Preparation for System 1 shall be in accordance with SSPC SP-10. Any area(s) not meeting SSPC SP-10 shall be remediated prior to application of coating. Surface inspection is considered ready for inspection when all blast abrasive, residue and dust is removed from surfaces to be coated.

(A) Quality Assurance Inspection

The Contractor furnishes all necessary OSHA approved apparatus such as ladders, scaffolds and platforms as required for the inspector to have reasonable and safe access to all parts of the work. The contractor illuminates the surfaces to be inspected to a minimum of 50-foot candles of light. All access points shall be illuminated to a minimum of 20-foot candles of light.

NCDOT reserves the right for ongoing QA (Quality Assurance) inspection to include, but not limited to surface contamination testing, adhesion pull testing, and DFT readings as necessary to assure quality.

Inform the Engineer and the Division Safety Engineer of all scheduled and unannounced inspections from SSPC, OSHA, EPA, and/or others that come on site. Furnish the Engineer a copy of all inspection reports except for reports performed by a third party and or consultant on behalf of the Contractor.

(B) Inspection Instruments

At a minimum, furnish the following calibrated instruments and conduct the following quality control tests:

- (1) Sling Psychrometer - ASTM E337 - bulb type
- (2) Surface Temperature Thermometer
- (3) Wind Speed Indicator
- (4) Tape Profile Tester - ASTM D4417 Method C
- (5) Surface Condition Standards - SSPC VIS-1 and VIS-3
- (6) Wet Film Thickness Gage - ASTM D4414
- (7) Dry Film Thickness Gage - SSPC-PA2 Modified
- (8) Pencil Hardness Test - ASTM D3363
- (9) Adhesion Test Kit - ASTM D3359 Method A (Tape Test)
- (10) Adhesion Pull test - ASTM D4541
- (11) Surface Contamination Analysis Kit or (Chloride Level Test Kit)  
SSPC Technology Guide 15

(C) Quality Control

Maintain a daily quality control record in accordance with Article 442-12(D) of the *2018 Standard Specifications*, make such records available at the job site for review

by the inspector, and submit to the Engineer as directed. In addition to the information required on M&T-610, submit all Dry Film Thickness (DFT) readings on a form equivalent to M&T-611.

Measure DFT at each spot on the attached diagram and at the required number of locations as specified below:

- (1) For span members with a height 36" or less check two (2) random locations along each member in each span.
- (2) For span members with a height 36" or greater check three (3) random locations along each member in each span.

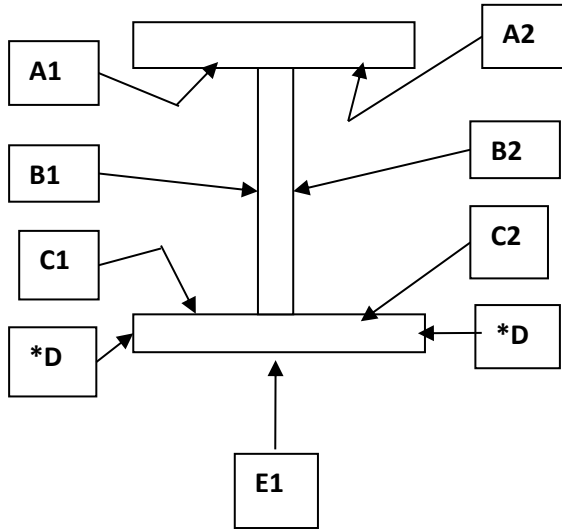
Stiffeners and other attachments to beams and or plate girders shall be measured at no less than two random spots per span. Also, dry film thickness is measured at no less than two random spots per span on diaphragms/"K" frames.

Each spot is an average of three to five individual gauge readings as defined in SSPC PA-2. No spot average shall be less than 80% of minimum DFT for each layer applied; this does not apply to stripe coat application. Spot readings that are nonconforming shall be re-accessed by performing additional spot measurements not to exceed one-foot intervals on both sides of the low areas until acceptable spot averages are obtained. These non-conforming areas shall be corrected by the Contractor prior to applying successive coats.



**Less than 36" in height and/or bottom flanges less than 16" in width.**

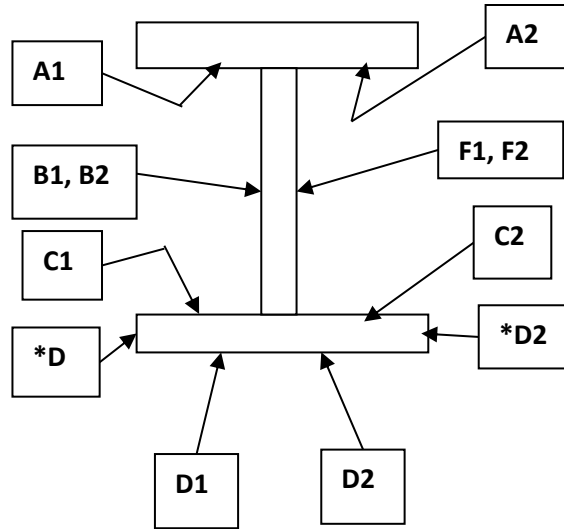
**7 Spot Areas**  
**21 Individual DFT Readings**



**\*D areas are only included when flange thickness is one inch (1") or greater.**

**36" in height or greater and/or bottom flanges greater than 16" in width.**

**10 Spot Areas**  
**30 Individual DFT Readings**



**\*D areas are only included when flange thickness is one inch (1") or greater.**

Two random adhesion tests (1 test=3 dollies) per span are conducted on interior surfaces in accordance with ASTM D4541 (Adhesion Pull Test) after the prime coat has been properly cured in accordance with ASTM D3363 (Pencil Hardness) with no less than 2H, and will be touched up by the Contractor. The required minimum average adhesion is 400 psi.

Cure of the intermediate and stripe coats shall be assessed by using the thumb test in accordance with ASTM D1640 (Curing Formation Test) prior to the application of any successive layers of paint.

One random Cut Tape adhesion test per span is conducted in accordance with ASTM D3359 (X-Cut Tape Test) on interior surface after the finish coat is cured. Repair areas shall be properly tapered and touched up by the Contractor.

**SAFETY AND ENVIRONMENTAL COMPLIANCE PLANS**

Personnel access boundaries are delineated for each work site using signs, tape, cones, or other approved means. Submit copies of safety and environmental compliance plans that comply with SSPC QP 1 Certification requirements.

**HEALTH AND SAFETY RESPONSIBILITIES**

This project may involve toxic metals such as arsenic, lead, cadmium and hexavalent chromium. It is the contractor's responsibility to test for toxic metals and if found, comply with the OSHA regulations, which may include medical testing.

Ensure a "Competent Person" as defined in OSHA 29 CFR 1926.62 - one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them - is on site during all surface preparation activities and monitors the effectiveness of containment, dust collection systems, and waste sampling. Before any work begins, provide a written summary of the Competent Person's safety training.

Comply with Subarticle 442-14(B) of the *2018 Standard Specifications*.

Comply with Subarticle 442-14(D) of the *2018 Standard Specifications*. Ensure employee blood sampling test results are less than 50 micrograms per deciliter. Remove employees with a blood sampling test of 50 or more micrograms per deciliter from work activities involving any lead exposure.

An employee who has been removed with a blood level of 50 micrograms per deciliter or more shall have two consecutive blood sampling tests spaced one week apart indicating that the employee's blood lead level is at or below 40 micrograms per deciliter before returning to work activities involving any lead exposure.

All OSHA recordable accidents that occur during the project duration are to be reported to the Engineer within twenty-four (24) hours of occurrence. In addition, for accidents that involve civilians or property damage that occurs within the work zone the Division Safety Engineer shall be notified immediately.

Prior to blasting operations, the Contractor shall have an operational OSHA approved hand wash station at each bridge location and a decontamination trailer at each bridge or between bridges unless the work is on the roadway, or the Contractor shall show reason why it is not feasible to do so and provide an alternative site as approved by the Engineer. The Contractor shall assure that all employees whose airborne exposure to lead is above the PEL shall shower at the end of their work shift.

**STORAGE OF PAINT AND EQUIPMENT**

Provide a location for materials, equipment, and waste storage. Spread tarpaulins over all pavements and surfaces underneath equipment used for abrasive recycling and other waste handling equipment or containers. All land and or lease agreements that involve private property shall disclose to the property owner that heavy metals may be present on the Contractor's equipment. Prior to storing the Contractor's equipment on private property, provide a notarized written consent signed by the land owner received by the Engineer at least forty-eight (48) hours before using property. All storage of paint, solvents, and other materials applied to structures shall be stored in accordance with Section 442 of the *2018 Standard Specifications* or the manufacturers' requirements. The more restrictive requirements will apply.

**UTILITIES**

Protect all utility lines or mains that may be supported on, under, or adjacent to bridge work sites from damage and paint overspray.

**MEASUREMENT AND PAYMENT**

The cost of inspection, surface preparation, and repainting the existing structure is included in the lump sum price bid for *Zone Painting of Existing Structure*. This price is full compensation for furnishing all inspection equipment, all paint, cleaning abrasives, cleaning solvents and all other materials; preparing and cleaning surfaces to be painted; applying paint in the field; protecting work area, traffic and property; and furnishing blast cleaning equipment, paint spraying equipment, brushes, rollers, any other hand or power tools and any other equipment.

*Painting Containment for Zone Painting* will be paid at the lump sum contract price and will be full compensation for the design, materials, installation, maintenance, and removal of the containment system.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Zone Painting of Existing Structure, Bridge No. " _ "	Lump Sum
Painting Containment for Zone Painting, Bridge No. " _ "	Lump Sum

**DESCRIPTION OF BRIDGES FOR ZONE PAINTING**

**Bridge #334:** This bridge was built in 1966 and carries I-40 EBL over Hominy Creek. The superstructure consists of 3 simple spans with 6 lines of W36x135 steel I-beams (Span A) and 6 lines of W36x150 (Spans B&C) steel I-beams @ 7'-2 3/8" spacing with steel diaphragms. The bridge has an overall length of 182' with a concrete deck and a 45'-7" total deck width on a 90 degree skew. The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is **1,531** sq. ft.

**Bridge #339:** This bridge was built in 1966 and carries I-40 WBL over Hominy Creek. The superstructure consists of 3 simple spans with 6 lines of W36x135 steel I-beams (Spans A&C) and 6 lines of W36x150 (Span B) steel I-beams @ 7'-2 3/8" spacing with steel diaphragms. The bridge has an overall length of 172' with a concrete deck and a 45'-7" total deck width on a 72 degree skew. The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is **2,313** sq. ft.

**Bridge #344:** This bridge was built in 1967 and carries I-40 EBL over SR3620 and Hominy Creek. The superstructure consists of 5 simple spans with 6 lines of W36x150 steel I-beams @ 7'-6" spacing with steel diaphragms. The bridge has an overall length of 355' with a concrete deck and a 45'-3" total deck width on a 75 degree skew. The minimum vertical clearance is 53'-8". The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is **4,336** sq. ft.

**Bridge #347:** This bridge was built in 1967 and carries I-40 WBL over SR3620 and Hominy Creek. The superstructure consists of 5 simple spans with 6 lines of W36x150 steel I-beams @ 7'-6" spacing with steel diaphragms. The bridge has an overall length of 355' with a concrete deck and a 45'-3" total deck width on a 75 degree skew. The minimum vertical clearance is 53'-0". The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is **4,336** sq. ft.

**STEEL KEEPER ANGLE ASSEMBLY****(SPECIAL)****1.0 DESCRIPTION**

Fabricate and install steel keeper plate assemblies at locations shown on the plans and as determined by the Engineer. Install steel keeper plate assemblies after the new paint system has been applied to the beams and the existing bearings have been cleaned and painted and the top of the bent cap has been pressure washed and cleaned; but before epoxy coating the top of the bent cap. Measures shall be taken to prevent damage to the beam and bearing paint systems during installation of the steel keeper plate assemblies. Any damage to the beam or bearing paint systems shall be repaired by the Contractor at no additional cost to the Department.

**2.0 BASIS OF PAYMENT**

*Steel Keeper Angle Assembly* will be measured and paid for at the contract unit price bid for each assembly. The price per each will be full compensation for all materials, equipment, tools, labor, and incidentals necessary to complete the work in accordance with the plans, this Special Provision, and as directed by the Engineer.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Steel Keeper Angle Assembly	Each

**REMOVE AND RESET BRIDGE DECK MOUNTED GUARDRAIL (SPECIAL)****1.0 DESCRIPTION**

Remove and reset bridge deck mounted steel beam guardrail at locations shown on the plans and as determined by the Engineer. Remove and reset bridge mounted guardrail shall be performed in conjunction with the overlay of the existing bridge deck where the guardrail is located within the limits of the proposed overlay. This work shall consist of removing and properly storing the guardrail, drilling and anchoring post baseplates in the overlay, and resetting steel beam guardrail.

All materials shall be retained and re-used except the baseplate anchor system including anchor bolts, nuts and washers shall be new and shall match the existing baseplate anchor system.

**2.0 BASIS OF PAYMENT**

*Remove and Reset Bridge Deck Mounted Guardrail for Bridge #\_\_\_* will be paid at the contract unit price per linear foot and will be full compensation for removal, storage, and resetting of guardrail, all materials including new base plate anchorages, equipment, tools, labor, and incidentals necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Remove and Reset Bridge Deck Mounted Guardrail for Bridge #___	Linear Foot

**OVERLAY SURFACE PREPARATION****(SPECIAL)****DESCRIPTION**

This provision addresses the surface preparation activities required prior to the placement of latex modified concrete. Unless specifically mentioned below, all requirements specified for the bridge deck are also required for the approach slabs.

**DEFINITIONS**

Scarification shall consist of the removal of any asphalt wearing surface and concrete surface to a uniform depth within 1/4" of the plan overlay thickness to the limits shown on the plans.

Hydro-demolition shall consist of the removal of the deck surface by means of high pressure water blasting which will remove concrete, oil, dirt, concrete laitance and rust from the exposed reinforcing bars by direct impact, pressurization of micro and macro cracks and cavitation produced by jet instability.

**EQUIPMENT**

Use the following surface preparation equipment:

- Scarifying equipment that is a power-operated, mechanical grinder capable of removing a minimum depth of 1/4" for each pass.
- Hydro-demolition machine, self-propelled with a minimum orifice pressure of 17,000 psi.
- All water used for hydro-demolition shall be potable.
- Equipment capable of sawing concrete to the specified plan depth.
- Hand-held high velocity (7,500 psi minimum) water-jet equipment capable of removing rust scale from reinforcing steel, removing small chips of concrete partially loosened by the scarifying or chipping operation, and for removing rehydrated dust left from scarification.
- Power driven hand tools for removal of unsound concrete are required that meet the following requirements:
  - Pneumatic hammers weighing a nominal 35 lb or less.
  - Pneumatic hammer chisel-type bits that do not exceed the diameter of the shaft in width.
- Hand tools such as hammers and chisels for removal of final particles of unsound concrete.
- Self-propelled vacuum capable of picking up water, dust, and other loose material from prepared deck surface.
- Vibratory screed for overlays, except as noted herein.

The hydro-demolition machine shall be self-propelled and capable of producing a water-jet through an orifice at a pressure of at least 17,000 psi. The machine shall move the jet transversely

across the area and forward and backward so that the entire deck is covered with the water-jet and operated at a pressure sufficient to remove the unsound concrete.

The machine shall have sufficient means to control and vary the following functions:

- (1) Water pressure.
- (2) Angle and distance of the orifice in relation to the surface to be blasted.
- (3) Limits of transverse and longitudinal movement of the orifice.
- (4) Speed of the orifice in the transverse and longitudinal direction.

High pressure pump(s) shall be equipped with over-pressurization relief valves and rupture disc systems. All high pressure components shall be rated at full working pressure of the hydro-demolition system. The complete hydro-demolition system must be capable of depressurization from a single point.

The equipment must operate at a noise level less than 90 decibels at a distance of 50 feet.

#### **MANAGEMENT AND DISPOSAL OF CONCRETE GRINDING RESIDUALS**

The contractor must collect and properly dispose of water, Hydro-demolition Operation Slurry (HOS), Diamond Grinding Slurry (DGS), and solids from bridge deck preparation, otherwise referred to as Concrete Grinding Residuals (CGR). Prior to beginning work, submit for approval by the Engineer an HOS/DGS Management Plan. Prepare the plan in accordance with the NCDOT Guidelines on the Management and Disposal of CGR available at:

[https://connect.ncdot.gov/resources/Environmental/Environmental Permits and Guidelines/Forms/AllItems.aspx](https://connect.ncdot.gov/resources/Environmental/Environmental%20Permits%20and%20Guidelines/Forms/AllItems.aspx)

The contractor shall comply with applicable regulation concerning such water disposal.

Prior to final payment, the contractor must submit a paper copy of all completed records pertaining to disposal of CGR. All costs associated with Management and Disposal of CGR shall be included in the payment of other items.

#### **OSP PLAN SUBMITTAL**

Prior to beginning surface preparation activities, the Contractor shall submit for review and approval the Overlay Surface Preparation (OSP) Plan. The OSP Plan shall detail the type of equipment that is intended to be used and the means by which the Contractor will achieve the following requirements:

- Estimate depth of reinforcing steel.
- Scarification of deck to depth required.
- Measure depth of scarification to show completed within limits.
- Hydro-demolition of deck with appropriate profile and to depth required.
- Measure depth of hydro-demolition to show completed within limits.

**SURFACE PREPARATION**

Remove all existing asphalt overlays and all loose, disintegrated, unsound or contaminated concrete to the limits shown on the plans with the following requirements:

- A. Sealing of Bridge Deck: Seal all expansion joints subject to run-off water from the hydro-demolition process with material approved by the Engineer, prior to beginning any demolition. The expansion joints shall remain sealed until water from the hydro-demolition process no longer passes over them. Take all steps necessary to eliminate the flow of water through the expansion joints, and any other locations water could leak from the deck.

All deck drains in the immediate work area and other sections of the bridge affected by the work being performed shall be sealed prior to beginning scarification. Drains shall remain sealed until it has been determined that materials from the hydro-demolition and concrete overlay operations cannot be discharged through them any longer.

- B. Scarifying Bridge Deck: Removal of any asphalt wearing surface from the bridge deck and scarification of the concrete deck to remove the entire concrete surface of the deck to a uniform depth within  $\frac{1}{4}$ " of the plan overlay thickness, but not less than  $\frac{1}{2}$ " inch above the top mat of reinforcing steel.

It will be the Contractor's responsibility to determine amount of cover for the reinforcing steel. Use a pachometer or other approved device, as directed by Engineer, prior to scarification. Readings shall be read and recorded in the presence of the Engineer. Readings shall be recorded for each span at 1/5 points longitudinally and 1/3 points transversely. The cost for this work will be considered incidental to the cost of hydro-demolition of the bridge deck.

**Estimated average cover to top mat:****All Bridges:  $1\frac{1}{2}$ "  $\pm$   $\frac{1}{4}$ "**

The above top mat cover dimensions are an estimate based on the best available information. Calibrate scarifying equipment in order to avoid damaging the reinforcing steel in the bridge floor or the approach slab. If reinforcing bars or bridge drainage devices are pulled up or snagged during scarification operations, then cease work and consult with the Engineer to determine any necessary adjustments to the roto-milling operation.

Remove and dispose of all concrete and asphalt, and thoroughly clean the scarified surface. In areas where reinforcing steel is located in the depth to be scarified, use another method with the Engineer's approval.

- C. Calibration of Hydro-Demolition Equipment: Two trial areas shall be designated by the Engineer to demonstrate that the equipment, personnel, and methods of operation are capable of producing results to the satisfaction of the Engineer. The first trial area shall consist of approximately 50 square feet of sound concrete as determined by the Engineer. The equipment shall be calibrated to remove the sound concrete from the scarified surface to the depth required to achieve the overlay thickness as shown on the plans. After completion of this test area, the equipment shall be moved to the second area consisting of deteriorated or defective concrete, to determine whether this unsound concrete will be completely removed with the previous



calibration and to establish a baseline for requiring the contractor to place under-deck containment in areas subject to full depth removal, before beginning the hydro-demolition process in a span. Should it be determined that not all defective concrete has been removed, the hydro-demolition system shall be recalibrated to remove an additional 1/4 inch of sound concrete, then re-test on deteriorated concrete.

If additional defective concrete is found, the depth of cut will increase in 1/4 inch increments until only sound concrete is found remaining.

When satisfactory results are obtained, the machine parameters shall be recorded and then used for production removal. The contractor shall make adjustments to the operating parameters, as required, to perform concrete removal as indicated on the plans and to adjust to the variance in the compressive strength of the concrete.

Hand held water blasting equipment, pneumatic hammers, and hand tools may be substituted for the hydro-demolition unit in inaccessible or inconvenient areas.

The Engineer will re-inspect after each removal and require additional removals until compliance with plans and specifications are met.

Regardless of the method of removal, the removal operation shall be stopped if it is determined that sound concrete is being removed to a depth greater than required by the plans including any 1/4 inch increments added per the above calibration process.

Appropriate recalibration, or change in equipment and methods shall be performed prior to resuming the removal operation.

- D. Hydro-demolition (Overlay Depth): Remove by hydro-demolition or chipping with hand tools all loose, unsound and contaminated deck concrete and, if necessary, sound concrete in order to allow for the placement of an overlay with the minimum depth shown on the plans. Reinforcing steel that is exposed and loose shall be tied to the crossing bar(s) as needed to secure the steel. Reinforcing steel shall be considered loose if when struck, movement or vibration can be observed. Concrete below crossing bar shall be removed as necessary to tie reinforcing steel to crossing bar with a wire tie. Dispose of the unsound concrete, clean, repair or replace damaged reinforcing steel and thoroughly clean the newly exposed surface.

Care shall be taken not to cut, stretch, or damage any exposed reinforcing steel.

- E. Class II Surface Preparation (Partial Depth): At locations specified on the plans for Class II Surface Preparation, verify the depth of removal achieved by the hydro-demolition. The average depth of removal shall be approximately one-half the deck thickness but no less than 3/4" below the top mat of steel. When hydro-demolition did not achieve the Class II Surface Preparation depth requirements, remove by hydro-demolition or chipping with hand tools all existing patches and contaminated concrete to the required depth. No additional payment will be made for Class II Surface Preparation depths achieved by the initial hydro-demolition.

All patches shall be removed under Class II surface preparation. If any patch cannot be removed by means of hydro-demolition, the Contractor shall use hand tools to remove the

patch. Areas indicated on the plans that require Class II surface preparation, including the locations of existing patches, are from the best information available. The Contractor shall verify prior to surface preparation the location of all existing patches.

Dispose of the removed concrete, clean, repair or replace rusted or loose reinforcing steel and thoroughly clean the newly exposed surface. Care shall be taken not to cut, stretch, or damage any exposed reinforcing steel.

In overhangs, removing concrete areas of less than 0.60 ft<sup>2</sup>/ft. length of bridge without overhang support is permitted unless the Engineer directs otherwise. Overhang support is required for areas removed greater than 0.60 ft<sup>2</sup>/ft. length of bridge. Submit details of overhang support to the Engineer for approval prior to beginning the work.

- F. Class III Surface Preparation (Full Depth): Remove by hydro-demolition or chipping with hand tools the full depth of slab. Dispose of the removed concrete, clean, repair or replace damaged reinforcing steel and thoroughly clean the newly exposed surface. Care shall be taken not to cut, stretch, or damage any exposed reinforcing steel.

For areas of less than 3 ft<sup>2</sup> suspending forms from existing reinforcing steel using wire ties is permitted. For larger areas, support forms by blocking from the beam flanges, or other approved method.

Overhang support is required for full depth removal adjacent to bridge rails. Submit details of overhang support to the Engineer for approval prior to beginning the work.

Under Deck Containment: Under deck containment shall be installed where Class III surface preparation occurs. The containment shall be installed prior to hydro-demolition in the areas where full depth removal is required or blow thru may occur during the hydro-demolition process.

Submit for approval detailed plans for the under deck containment system. Detail how waste, debris, and wastewater are contained.

Concrete for Full Depth Repair: Fill the Class III surface preparation areas with Class AA, high early strength structural concrete or latex modified concrete in accordance with the methods described below:

Refill areas with Class AA concrete to the bottom of the proposed concrete overlay in accordance with Section 420 of the *Standard Specifications*. Any of the methods for curing Class AA concrete as stated in the *Standard Specifications* are permitted except the membrane curing compound method.

Provide a raked finish to the surface of the Class AA concrete which provides a minimum relief of 1/16" and a maximum relief of 1/4". Place the overlay course after the Class AA concrete has attained a minimum compressive strength of 2500 psi. The strength shall be verified by an approved, non-destructive test method.

Refill the areas where concrete was removed with high early strength concrete as described in the Concrete for Deck Repair and Volumetric Mixer special provisions.

Refilling the areas from which concrete has been removed with latex modified concrete during the Class III repair is permitted if any of the following conditions are met:

- The reinforcing steel cover is 1½ inches or less for the top mat of steel.
- The area being repaired is less than 1 yd<sup>2</sup>.
- The Engineer directs the fill.

G. Preparation of Reinforcing Steel: Remove concrete without cutting or damaging existing steel unless otherwise noted in the plans. Damaged reinforcing steel, such as bars with nicks deeper than 20% of the bar diameter, shall be repaired or replaced. Reinforcing steel which has a cross section reduced to 75% or less shall be replaced with new reinforcing steel of similar cross section area. Replacement bars shall be Grade 60 and meet the material requirements of Section 1070 of the Standard Specifications. Replacement bars shall be spliced to existing bars using either minimum 30 bar diameter lap splices to existing steel with 100% cross sectional area or approved mechanical connectors.

Support and protect the exposed reinforcing steel left unsupported by the hydro-demolition process against displacement and damage from loads such as those caused by removal equipment and delivery buggies. All reinforcing steel damaged or dislodged by these operations shall be replaced with bars of the same size at the contractor's expense.

Reinforcing steel exposed and cleaned by hydro-demolition will not require additional cleaning if encased in concrete within seven (7) days. Rebar exposed for more than seven (7) days shall be cleaned by high velocity water jets, with a minimum pressure 4,000 psi, prior to placement of the new concrete.

When large areas of the deck on composite bridges are removed resulting in the debonding of the primary reinforcing bars, the removal shall be performed in stages to comply with the construction sequence shown on the plans or as directed by the Engineer.

H. Surface Cleaning: Any areas modified by chipping or hammering shall be cleaned with high pressure water at 7,500 psi minimum to remove any bond-breaking residue, loose concrete, and any deleterious material. This material shall be collected and disposed of by the contractor.

Any areas of the prepared surface contaminated by oil or other materials detrimental to good bond as a result of the contractor's operations shall be cleaned at the contractor's expense.

Removal of concrete debris shall be accomplished either by hand or mechanical means capable of removing wet debris and water in the same pass and after the hydro-demolition process to prevent debris from setting or adhering to the surface of the sound concrete. All concrete debris shall become the property of the Contractor and shall be legally disposed of at the contractor's expense. The contractor shall be responsible for disposing of all debris generated by the scarification and hydro-demolition operations.

Any debris which is allowed to set or adhere to the surface of the sound concrete shall be carefully removed at no additional cost. Exercise care to avoid any damage to the remaining sound concrete or exposed reinforcement

- I. Safety: Provide a containment system for handling expected and unexpected blow thru of the deck. The containment system shall retain runoff water and debris and protect the area under the bridge deck. The Contractor shall be responsible for any injury or damage caused by these operations. The containment system shall remain in place until the concrete has been cast and reach minimum strength.

Provide adequate lighting when performing hydro-demolition activities at night. Submit a lighting plan to the Engineer for approval prior to beginning work.

### **MEASUREMENT AND PAYMENT**

*Scarifying Bridge Deck* will be measured and paid for at the contract unit price per square yard and will be full compensation for the milling of existing asphalt wearing surface from the bridge deck or approaches, milling of the entire concrete bridge deck, repairing or replacing any damaged reinforcing steel, and the cleaning and disposal of all waste material generated.

*Hydro-Demolition of Bridge Deck* will be measured and paid for at the contract unit price per square yard and will be full compensation for hydro-demolition, removal and disposal of unsound and contaminated concrete, cleaning, repairing or replacing of reinforcing steel, and furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work.

*Class II Surface Preparation* will be measured and paid for at the contract unit price per square yard and will be full compensation for Class II deck preparation where required by the plans and not attained by the initial hydro-demolition of the deck. The cost will also include removal and disposal of unsound and contaminated concrete, removal of all existing patches, cleaning, repairing or replacing of reinforcing steel, and all materials, labor, tools, equipment and incidentals necessary to complete the work.

*Class III Surface Preparation* will be measured and paid for at the contract unit price per square yard and will be full compensation for Class III deck preparation where required by the plans. The cost will also include removal and disposal of unsound and contaminated concrete, cleaning, repairing or replacing of reinforcing steel, under deck containment, placing and finishing concrete for full depth repair, and for furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Scarifying Bridge Deck	Square Yard
Hydro-Demolition of Bridge Deck	Square Yard
Class II Surface Preparation	Square Yard
Class III Surface Preparation	Square Yard

**LATEX MODIFIED CONCRETE – VERY EARLY STRENGTH****(8-9-13)****DESCRIPTION**

This provision addresses the requirements for furnishing and placing an overlay of latex modified concrete - very early strength (LMC-VES) over existing concrete or repair concrete on bridge decks. Perform this work in accordance with this Special Provision and the applicable parts of the Standard Specifications.

**QUALITY CONTROL**

The Contractor is responsible for setting up a pre-construction meeting with the Resident Engineer and the Area Bridge Construction Engineer.

Submit a Quality Control Plan to the Engineer for approval which, at a minimum, describes the methods of: storing materials, calibrating mixers, controlling moisture content in the aggregate, maintaining proper mix temperature, retarder usage, curing and curing time, controlling evaporation rate, cleaning and removing excess water.

Prior to beginning work, provide proof of experience of the person in direct responsible charge by submitting a description of jobs similar in size and character that have been completed within the last 5 years. The name, address and telephone number of references for the submitted projects shall also be furnished. Failure to provide appropriate documentation will result in the rejection of the proposed LMC-VES overlay Contractor.

Before beginning any work, obtain approval for all equipment to be used for deck preparation, mixing, placing, finishing and curing the LMC-VES.

**MATERIALS**

For materials, equipment, and proportioning and mixing of modified compositions, see Section 1000-7 of the Standard Specifications.

Provide aggregates for use in the LMC-VES that are free from ice, frost, frozen particles or other contaminants when introduced into the mixer.

The 2018 Standard Specifications shall be revised as follows:

**Table 1000-5** – Revise the following:

Cement Content, 658 lb/cy (min.) change to 658 lb/cy (*max.*)

7 day Compressive Strength, 3000 psi (min.) change to 3 hr. Compressive Strength, 2500 psi (min.)

**1000-7(A), Line 23** – Replace with the following:

Measure the slump after discharge from the mixer.

**1000-7(A)** – Add the following paragraph to the end of the section:

Submit the LMC-VES mix design, including laboratory compressive strength data for a minimum of six 4-inch by 8-inch cylinders at the appropriate age (7 days for normal setting concrete; 3 hours for very early strength concrete) to the Engineer for review. Include test results for the slump and air content of the laboratory mix. Perform tests in accordance with AASHTO T 22, T 119 and T 152.

For projects with multiple bridges using the same mix design, or bridge decks with time constraints that require more than one night for placement, a relationship between the compressive strength and rebound hammer readings may be developed and used to estimate the three hour strength for opening to traffic in lieu of compressive strength testing. For the correct procedure, reference Document: PL11-LMC Rapid Set Overlays. Contact your local M&T representative for a copy of this document or see the following link: <http://www.ncdot.org/doh/operations/materials/eforms.html> under Physical Lab. Seven day concrete compressive strength sampling and testing is required in addition to the use of this method.

#### **PREPARATION OF SURFACE**

Completely clean all surfaces within 48 hours prior to placing the overlay unless otherwise approved by the Engineer.

Thoroughly soak the clean surface and maintain a wet surface for at least 2 hours immediately prior to placing the LMC-VES. After soaking the surface for at least 2 hours, cover it with a layer of white opaque polyethylene film that is at least 4 mils thick. Immediately prior to placing the LMC-VES, remove standing water from the surface using an approved vacuum system.

#### **PLACING AND FINISHING**

Prior to placing LMC-VES, install a bulkhead of easily compressible material at expansion joints to the required grade and profile. Placing material across expansion joints and sawing it later is not permitted.

Construction joints other than those shown on the plans will not be permitted unless approved by the Engineer. At construction joints, remove 4" of previously placed LMC-VES prior to placing the adjacent latex concrete. Also, for staged construction, 4" of previously poured LMC-VES shall be scarified, hydro-demolitioned and recast with the next stage.

Place and fasten screed rails in position to ensure finishing the new surface to the required profile. Do not treat screed rails with parting compound to facilitate their removal. Prior to

placing the overlay attach a filler block to the bottom of the screed and pass it over the area to be repaired to check the thickness. The filler block thickness shall be equal to the design overlay thickness as shown in the plans. Remove all concrete that the block does not clear. Individual aggregates left after hydro-demolition may be allowed to project above the base of the filler block. Remove aggregate that does not provide a 1" clear cover to the top of the overlay.

Brush a latex cement mixture onto all vertical surfaces and do not let the brushed material dry before it is covered with the additional material required for the final grade. Remove all loose aggregate from the latex cement brushed surface prior to latex concrete placement (NOTE: For surfaces not prepared with hydro-demolition brush the lean latex mixture over horizontal and vertical surfaces).

Do not place the LMC-VES until the burlap is saturated and approved by the Engineer. Drain excess water from the wet burlap before placement.

Place the LMC-VES in one operation. Provide a minimum overlay thickness as shown in the plans.

Once LMC-VES placement begins a single layer of wet burlap shall be placed 5 feet behind the screed's burlap drag. In the event of a delay of 10 minutes or more, temporarily cover all exposed latex concrete with wet burlap and white opaque polyethylene.

When a tight, uniform surface is achieved and before the concrete becomes non-plastic, further finish the surface of the floor by burlap dragging or another acceptable method that produces an acceptable uniform surface texture.

Promptly cover the surface with a second layer of clean, wet burlap as soon as the surface will support it without deformation. Wet cure only the surface for a minimum of 3 hours and until a compressive strength of 2500 psi is reached. Curing material shall be continually saturated during the wet cure period using a fogging system approved by the Engineer. The Engineer may require an increase in the minimum cure time when the overlay thickness is greater than 1.5 inches or the ambient temperature remains below 60°F.

Screed rails or construction dams shall be separated from the newly placed concrete by passing a pointing trowel along the face of the formwork and the newly placed concrete. Carefully make this trowel cut for the entire depth and length of rails or dams after the LMC-VES has sufficiently stiffened and cannot flow back.

As soon as practical, after the concrete has hardened sufficiently, test the finished surface with an approved rolling straightedge that is designed, constructed, and adjusted so that it will accurately indicate or mark all deck areas which deviate from a plane surface by more than 1/8" in 10'. Remove all high areas in the hardened surface in excess of 1/8" in 10' with an approved grinding or cutting machine. Additionally, the final LMC-VES deck surface shall not deviate from the line and elevation indicated on the plans by more than 0.3" over any 50' length. Where variations are such that the corrections extend below the limits of the top layer of grout, seal the

corrected surface with an approved sealing agent as required by the Engineer. If approved by the Engineer, correct low areas in an acceptable manner.

Unless otherwise indicated on the plans, groove the bridge floor in accordance with Article 420-14(B) of the Standard Specifications. Vehicular traffic may travel across a deck surface that has not been grooved; however, the entire deck area shall be grooved after the LMC-VES achieves design strength and no later than seven days after completion of the overlay unless otherwise approved by the Engineer.

#### **LIMITATIONS OF OPERATIONS**

The mixer is not permitted on the bridge deck unless otherwise approved.

No traffic is permitted on the finished LMC-VES surface until the total specified curing time is completed and until the concrete reaches the minimum specified compressive strength.

Do not place LMC-VES if the temperature of the concrete surface on which the overlay is to be placed is below 50°F or above 85°F. Measure the surface temperature by placing a thermometer under the insulation against the surface.

Prior to placing LMC-VES, the Engineer and the Contractor shall independently determine the air temperature and wind speed. Do not place LMC-VES if the ambient air temperature is below 50°F or above 85°F, or if the wind velocity is greater than 10 mph.

Do not place LMC-VES when the temperature of the LMC-VES is below 45°F or above 85°F.

Prior to placing LMC-VES, the Engineer and the Contractor shall independently determine the evaporation rate and record in the diary. Do not place LMC-VES if the rate of evaporation of surface moisture from the LMC-VES determined by the Engineer or Contractor exceeds 0.05 pounds per square foot per hour during placement. The evaporation rate is calculated using the following formula:

$$E = (T_c^{2.5} - r * T_a^{2.5}) * (1 + 0.4V) * (10^{-6})$$

where,

E = Evaporation Rate,

T<sub>c</sub> = Concrete Temp (°F),

r = Relative Humidity (%/100)

T<sub>a</sub> = Air Temp (°F),

V = Wind Velocity (mph)

If the calculated evaporation rate exceeds 0.05 pounds per square foot per hour, the Contractor may propose engineered controls of the parameters (temperature, relative humidity, wind velocity) to reduce the evaporation rate. The evaporation rate shall be recalculated, with the



appropriate parameters, after the proposed control measures are in place. The recalculated evaporation rate shall be 0.05 pounds per square foot per hour or less, prior to placement.

Do not place LMC-VES if the National Weather Service predicts the air temperature at the site to be below 35°F during the next 24 hours. If the predicted air temperature is above 35°F but below 50°F, then use insulation to protect the LMC-VES for a period of at least 48 hours. Use insulation that meets the requirements of Subarticle 420-7(C) and, if required, place it on the LMC-VES as soon as initial set permits. When using insulation to protect LMC-VES during the wet curing period, do not remove the insulation until the ambient air temperature is at least 50°F and rising.

Stop all placement operations during periods of precipitation. Take adequate precautions to protect freshly placed LMC-VES from sudden or unexpected precipitation. Keep an adequate quantity of protective coverings at the worksite to protect the freshly placed pavement from precipitation.

If working at night, provide approved lighting.

#### **MEASUREMENT AND PAYMENT**

*Latex Modified Concrete – Very Early Strength* will be measured and paid for in cubic yards of LMC-VES satisfactorily placed on the completed deck.

*Placing and Finishing Latex Modified Concrete Overlay – Very Early Strength* will be paid for at the contract unit price bid per square yard which includes compensation for furnishing all labor, tools, equipment and incidentals necessary to complete the work in accordance with the contract documents.

*Grooving Bridge Floors* will be measured and paid in accordance with Section 420-21 of the Standard Specifications.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Latex Modified Concrete – Very Early Strength	Cubic Yard
Placing & Finishing Latex Modified Concrete Overlay – Very Early Strength	Square Yard

#### **BRIDGE JOINT DEMOLITION**

**(SPECIAL)**

##### **DESCRIPTION**

This provision addresses the removal of existing joint material and adjacent concrete to facilitate the installation of new bridge joints at the locations noted in the contract plans.

##### **EQUIPMENT**

Use the following surface preparation equipment:

- Sawing equipment capable of sawing concrete to a specified depth.
- Power driven hand tools for removal of concrete are required that meet the following requirements:

Pneumatic hammers weighing a nominal 15 lbs (7 kg) or less

Pneumatic hammer chisel-type bits that do not exceed the diameter of the shaft in width.

- Hand tools such as hammers and chisels for removal of final particles of concrete.

### **REMOVAL AND PREPARATION**

Prior to any construction, take the necessary precautions to ensure debris from joint construction is not allowed to fall below the bridge deck.

Remove existing joint material by methods approved by the Engineer. Provide a 1" deep saw cut around the perimeter of areas noted for bridge deck removal.

Remove by chipping with hand tools concrete adjacent to the joint to the limits shown on the contract plans. Use a small chipping hammer (15 lb. class) to prepare the edges of the repair area to limit micro fractures. In addition, all loose and unsound concrete shall be removed.

In overhangs, removing concrete areas greater than 0.60 ft<sup>2</sup>/ft length of bridge will require overhang support. Submit the overhang support method to the Engineer for approval.

Care shall be taken not to cut, stretch, or damage any exposed reinforcing steel. Dispose of the removed concrete.

If the condition of the concrete is such that deep spalls or sheer faces result, notify the Engineer for the proper course of action.

Clean, repair or replace rusted or loose reinforcing steel. Thoroughly clean the newly exposed surface to be free of all grease, oil, curing compounds, acids, dirt, or loose debris.

### **MEASUREMENT AND PAYMENT**

*Bridge Joint Demolition* will be measured and paid for at the contract unit price bid per square foot and will be full compensation for removal, containment and disposal of existing joint material and concrete and shall include the cost of labor, tools, equipment and incidentals necessary to complete the work.

#### **Pay Item**

Bridge Joint Demolition

#### **Pay Unit**

Square Feet

**CONCRETE FOR DECK REPAIR****(12-18-12)****DESCRIPTION**

This provision addresses the material requirements of high early strength structural concrete to be used for reconstruction of deck slab and, if necessary, bent diaphragms as noted in the plans.

**MATERIALS**

Furnish Department approved pre-packaged concrete or bulk concrete materials in a mix proportioned to satisfy provisions for Class AA Concrete detailed in Section 1000-4 of the *Standard Specifications* or as otherwise noted in these provisions. Concrete mix shall meet the following requirements:

<b>Physical Property</b>	<b>Threshold Limitation</b>	<b>Test Method</b>
Compressive Strength (at 3 hrs.)	4500 psi (min.)	ASTM C39/C109
Slump	4 in. (min.) 7 in. (max.)	AASHTO T119
Water to Cement Ratio	0.450 (max.)	N/A
Modulus of Elasticity (at 28 days)	5200 ksi (max.)	ASTM C469
Coefficient of Thermal Expansion (at 28 days)	4.5 in./in./°F (min.) 5.5 in./in./°F (max.)	AASHTO T336
Concrete Setting Times		ASTM C191
Initial	30 min. (max.)	
Final	40 min. (max)	

Concrete shall be capable of placement on existing concrete substrate surfaces within the following temperature limitations:

40<sup>0</sup> F (min.)

100<sup>0</sup> F (max.)

Measurement for determination of concrete material compositions shall be in accordance with Section 1000-8 of the *Standard Specifications*.

Submit pre-packaged concrete mix contents or concrete mix design, including laboratory compressive strength data, for a minimum of six 4-inch by 8-inch cylinders at an age of 3 hours

and 1 day to the Engineer for review. Include test results for the slump and air content of the laboratory mix. Perform tests in accordance with AASHTO T119 and T152.

Provide aggregates that are free from ice, frost and frozen particles when introduced into the mixer.

For equipment, proportioning and mixing of concrete compositions, see Section 1000-12 of the *Standard Specifications* and the Special Provision entitled "Volumetric Mixer". Prior to beginning any work, obtain approval for all equipment to be used for joint area preparation, mixing, placing, finishing, and curing the deck repair concrete.

### **Measurement and Payment**

*Concrete for Deck Repair* will be measured and paid for at the contract unit price bid for the actual cubic feet of concrete incorporated into the completed and accepted structure. This price and payment will be full compensation for furnishing the required amount of material to complete the deck repair.

<b>Pay Item</b>	<b>Pay Unit</b>
Concrete for Deck Repair	Cubic Feet

### **VOLUMETRIC MIXER**

**(12-18-12)**

#### **DESCRIPTION**

This provision addresses the requirements for batching deck repair concrete at the point of delivery using a Mobile High Performance Volume Mixer (MHPVM). Work shall be in accordance with the general requirements of Section 1000-12 of the *Standard Specifications* and as amended by these provisions.

#### **MATERIALS**

Produce high early strength concrete with MHPVM equipment. Furnish project site storage facilities that will provide protection of materials in accordance with the *Standard Specifications* and all material suppliers' recommendations.

#### **EQUIPMENT**

MHPVM devices shall have prominently displayed stamped metal plate(s) from the Volumetric Mixers Manufacturers Bureau stating that the equipment conforms to the requirements of ASTM C685.

Hydraulic cement concrete shall be mixed at the point of delivery by a combination of materials and mixer unit conforming to the following:

- 1.) The unit shall be equipped with calibrated proportioning devices for each ingredient added to the concrete mix. The unit shall be equipped with a working recording meter that is visible at all times and furnishes a ticket printout with the calibrated measurement of the mix being produced. If at any time the mixer fails to discharge a uniform mix, production of concrete shall be suspended until such time that problems are corrected.
- 2.) Each unit shall have prominently displayed stamped metal plate(s) attached by the manufacturer on which the following are plainly marked: the gross volume of the transportation unit in terms

of mixed concrete, the discharge speed and the mass calibrated constant of the machine in terms of volume.

- 3.) MHPVMs shall be calibrated by a Department approved testing agency in accordance with the manufacturer's recommendations at an interval of every 6 months or a maximum production of 2500 cubic yards, whichever comes first prior to use on the project. The yield shall be maintained within a tolerance of +/- 1% and verified using a minimum 2 cubic feet container every 500 cubic yards or a minimum of once per week.
- 4.) The three cubic feet initially discharged from the truck shall be discarded and not used for concrete placement. Acceptance of the concrete shall comply with the Standard Specifications except that the sample secured for acceptance testing will be taken after four cubic feet is discharged from the delivery vehicle. During discharge, the consistency as determined by ASTM C143 on representative samples taken from the mixer discharge at random intervals shall not vary by more than 1 inch. Acceptance tests shall be performed on each load. If test data demonstrates that acceptable consistency of concrete properties is being achieved, the Engineer may reduce testing requirements.
- 5.) MHPVM equipment shall be operated by a person who is a certified operator by the equipment manufacturer. Any equipment adjustments made during the on-site production of concrete shall be done under the direct on-site supervision of the producer's NCDOT Certified Concrete Batch Technician.

#### **UNIFORMITY AND ACCEPTANCE**

The contractor is responsible for providing a Certified Concrete Plant Technician during batching operations, and a Certified Concrete Field Technician during placing operations

#### **MEASUREMENT AND PAYMENT**

*Volumetric Mixer* will be paid for as lump sum and will be full compensation for furnishing the certified MHPVM devices and calibration of the equipment.

<b>Pay Item</b>	<b>Pay Unit</b>
Volumetric Mixer	Lump Sum

### **ELASTOMERIC CONCRETE**

**(SPECIAL)**

#### **1.0 DESCRIPTION**

Elastomeric concrete is a mixture of a two-part polymer consisting of polyurethane and/or epoxy and kiln-dried aggregate. Provide an elastomeric concrete and binder system that is preapproved. Use the concrete in the blocked out areas on both sides of the bridge deck joints as indicated on the plans.

#### **2.0 MATERIALS**

Provide materials that comply with the following minimum requirements at 14 days (or at the end of the specified curing time).

<b>ELASTOMERIC CONCRETE PROPERTIES</b>	<b>TEST METHOD</b>	<b>MINIMUM REQUIREMENT</b>
Compressive Strength, psi	ASTM D695	2000
5% Deflection Resilience	ASTM D695	95
Splitting Tensile Strength, psi	ASTM D3967	625
Bond Strength to Concrete, psi	ASTM D882 (D882M)	450
Durometer Hardness	ASTM D2240	50
<b>BINDER PROPERTIES (without aggregate)</b>	<b>TEST METHOD</b>	<b>MINIMUM REQUIREMENT</b>
Tensile Strength, psi	ASTM D638	1000
Ultimate Elongation	ASTM D638	150%
Tear Resistance, lb/in	ASTM D624	200

In addition to the requirements above, the elastomeric concrete must be resistant to water, chemical, UV and ozone exposure and withstand temperature extremes. Elastomeric concrete systems requiring preheated aggregates are not allowed.

### 3.0 PREQUALIFICATION

Manufacturers of elastomeric concrete materials shall submit samples (including aggregate, primer and binder materials) and a Type 3 certification in accordance with Article 106-3 of the Standard Specifications for prequalification to:

North Carolina Department of Transportation  
Materials and Tests Unit  
1801 Blue Ridge Road  
Raleigh, NC 27607

Prequalification will be determined for the system. Individual components will not be evaluated, nor will individual components of previously evaluated systems be deemed prequalified for use.

The submitted binder (a minimum volume of 1 gallon) and corresponding aggregate samples will be evaluated for compliance with the Materials requirements specified above. Systems satisfying all of the Materials requirements will be prequalified for a one year period. Before the end of this period new product samples shall be resubmitted for prequalification evaluation.

If, at any time, any formulation or component modifications are made to a prequalified system that system will no longer be approved for use.

#### 4.0 INSTALLATION

The elastomeric concrete shall not be placed until the reinforced concrete deck slab has cured for seven full days and reached a minimum strength of 3000 psi.

Provide a manufacturer's representative at the bridge site during the installation of the elastomeric concrete to ensure that all steps being performed comply with all manufacturer installation requirements including, but not limited to weather conditions (ambient temperature, relative humidity, precipitation, wind, etc), concrete deck surface preparation, binder and aggregate mixing, primer application, elastomeric concrete placement, curing conditions and minimum curing time before joint exposure to traffic. Do not place elastomeric concrete if the ambient air or surface temperature is below 45°F.

Prepare the concrete surface within 48 hours prior to placing the elastomeric concrete. Before placing the elastomeric concrete, all concrete surfaces shall be thoroughly cleaned and dry. Sandblast the concrete surface in the blockout and clear the surface of all loose debris. Do not place the elastomeric concrete until the surface preparation is completed and approved.

Prepare and apply a primer, as per manufacturer's recommendations, to all concrete faces to be in contact with elastomeric concrete, and to areas specified by the manufacturer.

Prepare, batch, and place the elastomeric concrete in accordance with the manufacturer's instructions. Place the elastomeric concrete in the areas specified on the plans while the primer is still tacky and within 2 hours after applying the primer. Trowel the elastomeric concrete to a smooth finish.

The joint opening in the elastomeric concrete shall match the formed opening in the concrete deck prior to sawing the joint.

#### 5.0 FIELD SAMPLING

Provide additional production material to allow freshly mixed elastomeric concrete to be sampled for acceptance. A minimum of six 2 inch cube molds and three 3x6 inch cylinders will be taken by the Department for each day's production. Compression, splitting tensile, and durometer hardness testing will be performed by the Department to determine acceptance. Materials failing to meet the requirements listed above are subject to removal and replacement at no cost to the Department.

#### 6.0 BASIS OF PAYMENT

*Elastomeric Concrete* will be measured and paid for at the contract unit price bid per cubic foot and will be full compensation for furnishing and placing the Elastomeric Concrete.

##### **Pay Item**

Elastomeric Concrete

##### **Pay Unit**

Cubic Feet

**FOAM JOINT SEALS****(SPECIAL)****1.0 SEALS**

Use preformed seals compatible with concrete and resistant to abrasion, oxidation, oils, gasoline, salt and other materials that are spilled on or applied to the surface. Use a resilient, UV stable, preformed, impermeable, flexible, expansion joint seal. The joint seal shall consist of low-density, closed cell, cross-linked polyethylene non-extrudable, foam. The joint seal shall contain no EVA (Ethylene Vinyl Acetate). Cell generation shall be achieved by being physically blown using nitrogen. No chemical blowing agents shall be used in the cell generation process.

Use seals manufactured with grooves  $1/8'' \pm$  wide by  $1/8'' \pm$  deep and spaced between  $1/4''$  and  $1/2''$  apart along the bond surface running the length of the joint. Use seals with a depth that meets the manufacturer's recommendation, but is not less than 70% of the uncompressed width. Provide a seal designed so that, when compressed, the center portion of the top does not extend upward above the original height of the seal by more than  $1/4''$ . Provide a seal that has a working range of 30% tension and 60% compression and meets the requirements given below.

TEST	TEST METHOD	REQUIREMENT
Tensile strength	ASTM D3575-08, Suffix T	110 – 130 psi
Compression Set	ASTM D1056 Suffix B, 2 hr recovery	10% - 16%
Water Absorption	ASTM D3575	< 0.03 lb/ft <sup>2</sup>
Elongation at Break	ASTM D3575	180% - 210%
Tear Strength	ASTM D624 (D3575-08, Suffix G)	14 – 20 pli
Density	ASTM D3575-08, Suffix W, Method A	1.8 – 2.2 lb/ft <sup>3</sup>
Toxicity	ISO-10993.5	Pass (not cytotoxic)

Have the top of the joint seal clearly shop marked. Inspect the joint seals upon receipt to ensure that the marks are clearly visible before installation.

**2.0 BONDING ADHESIVE**

Use a two component, 100% solid, modified epoxy adhesive supplied by the joint seal manufacturer that meets the requirements given below.

TEST	TEST METHOD	REQUIREMENT
Tensile strength	ASTM D638	3000 psi (min.)
Compressive strength	ASTM D695	7000 psi (min.)



Hardness	Shore D Scale	75-85 psi
Water Absorption	ASTM D570	0.25% by weight max.
Elongation to Break	ASTM D638	5% (max.)
Bond Strength	ASTM C882	2000 psi (min.)

Use an adhesive that is workable to 40°F. When installing in ambient air or surface temperatures below 40°F or for application on moist, difficult to dry concrete surfaces, use an adhesive specified by the manufacturer of the joint seal.

### 3.0 SAWING THE JOINT

The joint opening shall be initially formed to the width shown on the plans including the blockout for the elastomeric concrete.

The elastomeric concrete shall have sufficient time to cure such that no damage can occur to the elastomeric concrete prior to sawing to the final width and depth as specified in the plans.

When sawing the joint to receive the foam seal, always use a rigid guide to control the saw in the desired direction. To control the saw and to produce a straight line as indicated on the plans, anchor and positively connect a template or a track to the bridge deck. Do not saw the joint by visual means such as a chalk line. Fill the holes used for holding the template or track to the deck with an approved, flowable non-shrink, non-metallic grout.

Saw cut to the desired width and depth in one or two passes of the saw by placing and spacing two metal blades on the saw shaft to the desired width for the joint opening.

The desired depth is the depth of the seal plus 1/4" above the top of the seal plus approximately 1" below the bottom of the seal. An irregular bottom of sawed joint is permitted as indicated on the plans. Grind exposed corners on saw cut edges to a 1/4" chamfer.

Saw cut a straight joint, centered over the formed opening and to the desired width specified in the plans. Prevent any chipping or damage to the sawed edges of the joint.

Remove any staining or deposited material resulting from sawing with a wet blade to the satisfaction of the Engineer.

### 4.0 PREPARATION OF SAWED JOINT FOR SEAL INSTALLATION

The elastomeric concrete shall cure a minimum of 24 hours prior to seal installation.

After sawing the joint, the Engineer will thoroughly inspect the sawed joint opening for spalls, popouts, cracks, etc. All necessary repairs will be made by the Contractor prior to blast cleaning and installing the seal.

Clean the joints by sandblasting with clean dry sand immediately before placing the bonding agent. Sandblast the joint opening to provide a firm, clean joint surface free of curing

compound, loose material and any foreign matter. Sandblast the joint opening without causing pitting or uneven surfaces. The aggregate in the elastomeric concrete may be exposed after sandblasting.

After blasting, either brush the surface with clean brushes made of hair, bristle or fiber, blow the surface with compressed air, or vacuum the surface until all traces of blast products and abrasives are removed from the surface, pockets, and corners.

If nozzle blasting is used to clean the joint opening, use compressed air that does not contain detrimental amounts of water or oil.

Examine the blast cleaned surface and remove any traces of oil, grease or smudge deposited in the cleaning operations.

Bond the seal to the blast cleaned surface on the same day the surface is blast cleaned.

## **5.0 SEAL INSTALLATION**

Install the joint seal according to the manufacturer's procedures and recommendations and as recommended below. Do not install the joint seal if the ambient air or surface temperature is below 45°F. Have a manufacturer's certified trained factory representative present during the installation of the first seal of the project.

Before installing the joint seal, check the uninstalled seal length to insure the seal is the same length as the deck opening. When the joint seal requires splicing, use the heat welding method by placing the joint material ends against a teflon heating iron of 425-475°F for 7 - 10 seconds, then pressing the ends together tightly. Do not test the welding until the material has completely cooled.

Begin installation by protecting the top edges of the concrete deck adjacent to the vertical walls of the joint as a means to minimize clean up. After opening both cans of the bonding agent, stir each can using separate stirring rods for each component to prevent premature curing of the bonding agent. Pour the two components, at the specified mixing ratio, into a clean mixing bucket. Mix the components with a low speed drill (400 rpm max.) until a uniform gray color is achieved without visible marbling. Apply bonding agent to both sides of the elastomeric concrete as well as both sides of the joint seal, making certain to completely fill the grooves with epoxy. With gloved hands, compress the joint seal and with the help of a blunt probe, push the seal into the joint opening until the seal is recessed approximately 1/4" below the surface. When pushing down on the joint seal, apply pressure only in a downward direction. Do not push the joint seal into the joint opening at an angle that would stretch the material. Seals that are stretched during installation shall be removed and rejected. Once work on placing a seal begins, do not stop until it is completed. Clean the excess epoxy from the top of the joint seal immediately with a trowel. Do not use solvents or any cleaners to remove the excess epoxy from the top of the seal. Remove the protective cover at the joint edges and check for any excess epoxy on the surface. Remove excess epoxy with a trowel, the use of solvents or any cleaners will not be allowed.

The installed system shall be watertight and will be monitored until final inspection and approval. Do not place pavement markings on top of foam joint seals.

## **6.0 BASIS OF PAYMENT**

Payment for all foam joint seals will be at the lump sum contract price bid for “Foam Joint Seals”. Prices and payment will be full compensation for furnishing all material, labor, tools and equipment necessary for installing these units in place and accepted.

## **SILICONE JOINT SEALANT**

**(SPECIAL)**

### **3.0 SEALS**

Provide and install a low modulus silicone sealant (non-sag or self-leveling) and backer rod which conforms to the Standard Specifications (Subsections 1023-3 and 1023-4, respectively) and this Special Provision. Use silicone approved for use on joint openings as indicated on project plans and provide a seal with a working range of minimum 50% compression and extension. Silicone joint seal product shall be designated as approved for use on the NCDOT Approved Products List. If non-sag and self-leveling sealants are to be in contact with each other, they shall be from the same manufacturer and shall be compatible for such use.

### **1.0 PREPARATION OF FORMED OR SAWED JOINT FOR SEAL INSTALLATION**

The concrete or elastomeric concrete header of the joint opening shall cure a minimum of 24 hours prior to seal installation.

After forming or sawing the joint, the Engineer will thoroughly inspect the joint opening for spalls, popouts, cracks, etc. All necessary repairs shall be made by the Contractor prior to blast cleaning and installing the seal.

Clean the joints by sandblasting the joint opening to provide a firm, clean joint surface free of curing compound, loose material, and any foreign matter. Sandblast the joint opening without causing pitting or uneven surfaces. The aggregate in the polyester polymer concrete may be exposed after sandblasting.

After blasting, either brush the surface with clean brushes made of hair, bristle, or fiber, blow the surface with compressed air, or vacuum the surface until all traces of blast products and abrasives are removed from the surface, pockets, and corners. If nozzle blasting is used to clean the joint opening, use compressed air that does not contain detrimental amounts of water or oil.

Examine the blast cleaned surface and remove any traces of oil, grease, or smudge deposited in the cleaning operations.

Install the backer rod and silicone sealant in the blast cleaned opening on the same day the surface is blast cleaned.

## **2.0 SEAL INSTALLATION**

Install the silicone joint sealant(s) as indicated on the plans, in accordance with the manufacturer's procedures and recommendations, and as recommended below. Do not install the joint seal if the ambient air or surface temperature is below 45°F. Have a manufacturer's certified trained factory representative present during the installation of the first seal of the project, to provide guidance for the proper installation of the silicone joint sealant(s).

After a joint has been sealed, remove excess joint sealer on the pavement or bridge deck concrete as soon as possible.

The installed system shall be watertight and will be monitored until final inspection and approval.

Do not place pavement markings on top of pourable joint seals.

## **3.0 BASIS OF PAYMENT**

*Silicone Joint Sealant* shall be included in the payment for other items and will be full compensation for furnishing all material, including backer rod, labor, tools, and equipment necessary for installing these seals in place and accepted.

## **SHOTCRETE REPAIRS**

## **SPECIAL**

### **GENERAL**

The work covered by this Special Provision consists of removing deteriorated concrete from the structure in accordance with the limits, depth and details shown on the plans, described herein and as established by the Engineer. This work also includes removing and disposing all loose debris, cleaning and repairing reinforcing steel and applying shotcrete.

The location and extent of repairs shown on the plans are general in nature. The Engineer shall determine the extent of removal in the field based on an evaluation of the condition of the exposed surfaces.

Any portion of the structure that is damaged from construction operations shall be repaired to the Engineer's satisfaction, at no extra cost to the Department.

### **MATERIAL REQUIREMENTS**

Use prepackaged shotcrete conforming to the requirements of ASTM C1480, the applicable sections of the Standard Specifications and the following:

Test Description	Test Method	Age (Days)	Specified Requirements
Silica Fume (%)	ASTM C1240	-	10 (Max.)
Water/Cementitious Materials Ratio	-	-	0.40 (Max.)
Air Content - As Shot (%)	ASTM C231	-	4 ± 1
Slump - As Shot (Range in inches)	ASTM C143	-	2 - 3
Minimum Compressive Strength (psi)	ASTM C39	7 28	3,000 5,000
Minimum Bond Pull-off Strength (psi)	ASTM C1583	28	145
Rapid Chloride Permeability Tests (range in coulombs)	ASTM C1202	-	100 - 1000

Admixtures are not allowed unless approved by the Engineer. Store shotcrete in an environment where temperatures remain above 40°F and less than 95°F

All equipment must operate in accordance with the manufacturer's specifications and material must be placed within the recommended time.

## QUALITY CONTROL

### A. Qualification of Shotcrete Contractor

The shotcrete Contractor shall provide proof of experience by submitting a description of jobs similar in size and character that have been completed within the last 5 years. The name, address and telephone number of references for the submitted projects shall also be furnished. Failure to provide appropriate documentation will result in the rejection of the proposed shotcrete contractor.

### B. Qualification of Nozzleman

The shotcrete Contractor's nozzleman shall be certified by the American Concrete Institute (ACI). Submit proof of certification to the Engineer prior to beginning repair work. The nozzleman shall maintain certification at all times while work is being performed for the Department. Failure to provide and maintain certification will result in the rejection of the proposed nozzleman.

## TEMPORARY WORK PLATFORM

Prior to beginning any repair work, provide details for the type of access to be used for the work. For mobile access platforms submit type and capacity. When using mobile access

platforms staged from the existing bridge deck submit axle loads if requested by the Engineer. For platforms to be attached, secured, or braced to the existing structure and will be used to provide work and inspection access in addition to staging of equipment, materials and containment of demolition see *Under Structure Work Platform* special provision.

## **SURFACE PREPARATION**

Prior to starting the repair operation, delineate all surfaces and areas assumed to be deteriorated by visually examining and sounding the concrete surface with a hammer or other approved method. The Engineer is the sole judge in determining the limits of deterioration.

Prior to removal, introduce a shallow saw cut approximately ½” in depth around the repair area at right angles to the concrete surface. Remove all deteriorated concrete 1 inch below the reinforcing steel with a 17 lb (maximum) pneumatic hammer with points that do not exceed the width of the shank or with hand picks or chisels as directed by the Engineer. Do not cut or remove the existing reinforcing steel. Unless specifically directed by the Engineer, do not remove concrete deeper than 1 inch below the reinforcing steel.

Abrasive blast all exposed concrete surfaces and existing reinforcing steel in repair areas to remove all debris, loose concrete, loose mortar, rust, scale, etc. Use a wire brush to clean all exposed reinforcing steel. After sandblasting examine the reinforcing steel to ensure at least 90% of the original diameter remains. If there is more than 10% reduction in the rebar diameter, splice in and securely tie supplemental reinforcing bars as directed by the Engineer.

Provide welded stainless wire fabric at each repair area larger than one square foot if the depth of the repair exceeds 2 inches from the “As Built” outside face. Provide a minimum 4" x 4" - 12 gage stainless welded wire fabric unless otherwise shown on the plans. Rigidly secure the welded wire fabric to existing steel or to 3/16" diameter stainless hook fasteners adequately spaced to prevent sagging. Encase the welded wire fabric in shotcrete a minimum depth of 1½ inches.

The contractor has the option to use synthetic fiber reinforcement as an alternate to welded wire fabric if attaching welded wire fabric is impractical or if approved by the Engineer. Welded wire fabric and synthetic fiber reinforcement shall not be used in the same repair area.

Thoroughly clean the repair area of all dirt, grease, oil or foreign matter, and remove all loose or weakened material before applying shotcrete. Saturate the repair area with clean water the day before applying shotcrete. Bring the wetted surface to a saturated surface dry (SSD) condition prior to applying shotcrete and maintain this condition until the application begins. Use a blowpipe to facilitate removal of free surface water. Only oil-free compressed air is to be used in the blowpipe.

The time between removal of deteriorated concrete and applying shotcrete shall not exceed 5 days. If the time allowance exceeds 5 days, prepare the surface at the direction of the Engineer before applying shotcrete.

**APPLICATION AND SURFACE FINISH**

Apply shotcrete only when the surface temperature of the repair area is greater than 40°F and less than 95°F. Do not apply shotcrete to frosted surfaces. Maintain shotcrete at a minimum temperature of 40°F for 3 days after placement.

Apply shotcrete in layers. The properties of the applied shotcrete determine the proper thickness of each layer or lift.

The nozzleman should hold the nozzle 3 to 4 feet from the surface being covered in a position that ensures the shotcrete strikes at right angles to the surface being covered without excessive impact. The nozzleman shall maintain the water amount at a practicable minimum, so the mix properly adheres to the repair area. Water content should not become high enough to cause the mix to sag or fall from vertical or inclined surfaces, or to separate in horizontal layers.

Use shooting wires or guide strips that do not entrap rebound sand. Use guide wires to provide a positive means of checking the total thickness of the shotcrete applied. Remove the guide wires prior to the final finish coat.

To avoid leaving sand pockets in the shotcrete, blow or rake off sand that rebounds and does not fall clear of the work, or which collects in pockets in the work. Do not reuse rebound material in the work.

If a work stoppage longer than 2 hours takes place on any shotcrete layer prior to the time it has been built up to required thickness, saturate the area with clean water and use a blowpipe as outlined previously, prior to continuing with the remaining shotcrete course. Do not apply shotcrete to a dry surface.

Finish all repaired areas, including chamfered edges, as close as practicable to their original "As Built" dimensions and configuration. Provide a minimum 2" of cover for reinforcing steel exposed during repair. Slightly build up and trim shotcrete to the final surface by cutting with the leading edge of a sharp trowel. Use a rubber float to correct any imperfections. Limit work on the finished surface to correcting imperfections caused by trowel cutting.

Immediately after bringing shotcrete surfaces to final thickness, thoroughly check for sags, bridging, and other deficiencies. Repair any imperfections at the direction of the Engineer.

Prevent finished shotcrete from drying out by maintaining 95% relative humidity at the repair and surrounding areas by fogging, moist curing or other approved means for seven days.

**MATERIAL TESTING & ACCEPTANCE**

Each day shotcreting takes place, the nozzleman shall shoot one 18" x 18" x 3" test panel in the same position as the repair work that is being done to demonstrate the shotcrete is being applied properly. Store, handle and cure the test panel in the same manner as the repaired substructure.

Approximately 72 hours after completing the final shotcrete placement, thoroughly test the surface with a hammer. At this time, the repair area should have sufficient strength for all sound sections to ring sharply. Remove and replace any unsound portions prior to the final inspection of the work. No additional compensation will be provided for removal and replacement of unsound shotcrete.

After 7 days, core three 3" diameter samples from each test panel and from the repaired structure as directed by the Engineer. Any cores taken from the structure shall penetrate into the existing structure concrete at least 2 inches. Cores shall be inspected for delamination, sand pockets, tested for bond strength and compressive strength. If a core taken from a repaired structure unit indicates unsatisfactory application or performance of the shotcrete, take additional cores from the applicable structure unit(s) for additional evaluation and testing as directed by the Engineer. Any repair work failing to meet the requirements of this provision will be rejected and the Contractor shall implement a remediation plan to correct the deficiency at no additional cost to the Department. No extra payment will be provided for drilling extra cores. Patch all core holes in repaired structure units to the satisfaction of the Engineer. All material testing, core testing and sampling will be done by the Materials and Tests Unit of North Carolina Department of Transportation.

#### **MEASUREMENT AND PAYMENT**

*Shotcrete Repairs* will be measured and paid for at the contract unit price bid per cubic foot and will be full compensation for removal, containment and disposal off-site of unsound concrete including the cost of materials, labor, tools, equipment and incidentals necessary to complete the repair work. Depth will be measured from the original outside concrete face. The Contractor and Engineer will measure quantities after removal of unsound concrete and before application of repair material. Payment will also include the cost of sandblasting, surface cleaning and preparation, cleaning of reinforcing steel, placement of new steel, cost of mobile temporary work platform, testing for soundness, curing of shotcrete and taking core samples from the test panels and substructure units.

Reinforcing Steel that is required for the repairs will be in accordance with Section 425 of the Standard Specifications.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Shotcrete Repairs	Cubic Feet

#### **CONCRETE REPAIRS**

**(12-5-12)**

#### **DESCRIPTION**

Work includes removal of concrete in spalled, delaminated and/or cracked areas of the existing caps and columns in reasonably close conformity with the lines, depth, and details shown on the plans, described herein and as established by the Engineer. This work also includes



straightening, cleaning, and replacement of reinforcing steel, doweling new reinforcing steel, removing all loose materials, removing and disposing of debris, formwork, applying repair material, and protecting adjacent areas of the bridge and environment from material leakage. The repair material shall be one of the below described materials unless otherwise noted in the plans or provisions.

The location and extent of repairs shown on the plans described herein are general in nature. The Engineer determines the extent of removal in the field based on an evaluation of the condition of the exposed surfaces. The Contractor shall coordinate removal operations with the Engineer. No more than 30% of a round or square column or 30% of the bearing area under a beam shall be removed without a temporary support system and approval from the Engineer.

Repair, to the Engineer's satisfaction, any portion of the structure that is damaged from construction operations. No extra payment is provided for these repairs.

## **REPAIR MATERIAL OPTIONS**

### **Polymer Modified Concrete Repair Material**

Repair material shall be polymer modified cement mortar for vertical or overhead applications and shall be suitable for applications in marine environments. Material shall be approved for use by NCDOT. Submit repair material to the Engineer for review and approval prior to beginning the work. Color of repair material shall be concrete gray.

Prior to the application of repair mortar, square up edges in repair areas, thoroughly clean surfaces to be repaired and remove all loose materials. Remove grease, wax, salt, and oil contaminants by scrubbing with an industrial grade detergent or degreasing compound followed by a mechanical cleaning. Remove weak or deteriorated concrete to sound concrete by bush hammering, gritblasting, scarifying, waterblasting, or other approved methods. Remove dirt, dust, laitance and curing compounds by gritblasting, sanding, or etching with 15% hydrochloric acid. Acid etch only if approved by the Engineer. Follow acid etching by scrubbing and flushing with copious amounts of clean water. Check the cleaning using moist pH paper. Water cleaning is complete when the paper reads 10 or higher.

Follow all mechanical cleaning with vacuum cleaning.

When surface preparation is completed, mix and apply repair mortar in accordance with manufacturer's recommendations. Use aggregate that is washed, kiln-dried, and bagged. Apply bonding agent to all repair areas immediately prior to placing repair mortar. Repair areas shall be formed unless otherwise approved by the Engineer. Form areas to establish the original neat lines of the member being repaired.

Apply repair mortar to damp surfaces only when approved. In such instances, remove all free water by air-blasting. After applying the repair mortar, remove excessive material and provide a smooth, flush surface.

**Class A Concrete Repair Material**

Repair material shall be Class A Portland Cement Concrete as described in Section 1000 of the Standard Specifications.

Prior to the application of Class A concrete, square up edges in repair areas, thoroughly clean surfaces to be repaired and remove all loose materials. Remove grease, wax, salt, and oil contaminants by scrubbing with an industrial grade detergent or degreasing compound followed by a mechanical cleaning. Remove weak or deteriorated concrete to sound concrete by bush hammering, gritblasting, scarifying, waterblasting, or other approved methods. Remove dirt, dust, laitance and curing compounds by gritblasting, sanding, or etching with 15% hydrochloric acid. Acid etch only if approved by the Engineer. Follow acid etching by scrubbing and flushing with copious amounts of clean water. Check the cleaning using moist pH paper. Water cleaning is complete when the paper reads 10 or higher.

Follow all mechanical cleaning with vacuum cleaning.

Upon completion of surface preparation, mix and apply concrete in accordance with Standard Specifications and/or manufacturer's recommendations. Use aggregate that is washed, kiln-dried, and bagged. Apply bonding agent to all repair areas immediately prior to placing repair mortar. Repair areas shall be formed unless otherwise approved by the Engineer. Form areas to establish the original neat lines of the member being repaired.

Apply concrete to damp surfaces only when approved. In such instances, remove all free water by air-blasting. After applying the repair mortar, remove excessive material and provide a smooth, flush surface.

**TEMPORARY WORK PLATFORM**

Prior to beginning any repair work, provide details for the type of access to be used for the work. For mobile access platforms submit type and capacity. When using mobile access platforms staged from the existing bridge deck submit axle loads if requested by the Engineer. For platforms to be attached, secured, or braced to the existing structure and will be used to provide work and inspection access in addition to staging of equipment, materials and containment of demolition see *Under Structure Work Platform* special provision.

**MEASUREMENT AND PAYMENT**

*Concrete Repairs*, when used as a substitution for shotcrete repairs, will be measured and paid for at the contract unit price bid per cubic foot of *Shotcrete Repairs* and will be full compensation for removal, containment and disposal off-site of unsound concrete including the cost of materials, reinforcing steel, labor, tools, equipment and incidentals necessary to complete the repair work. Depth will be measured from the original outside concrete face. The Contractor and Engineer will measure quantities after removal of unsound concrete and before application of repair material. Payment will also include the cost of sandblasting, surface cleaning and preparation, cleaning of reinforcing steel, placement of new reinforcing steel, installation and removal of forms, cost of mobile platform access, testing of the

soundness of the exposed concrete surface, furnishing and installation of repair mortar material, curing and sampling of concrete, and protection/cleaning of adjacent areas from splatter or leakage.

Reinforcing Steel that is required for the repairs will be in accordance with Section 425 of the Standard Specifications.

## **EPOXY COATING AND DEBRIS REMOVAL**

**(SPECIAL)**

### **1.0 GENERAL**

This work applies to all bents and end bents of all bridges throughout the project as noted in the plans. Pressure wash, clean and epoxy coat top of the all bent and end bent caps under open joints and at the expansion joints of steel girder spans after painting of all girders is concluded.

Debris removal from the top of bent caps shall be incidental to epoxy coating the top of bent caps.

Use a Type 4A flexible and moisture insensitive epoxy coating in accordance with Section 1081. Provide a Type 3 material certification in accordance with Article 106-3 showing the proposed epoxy meets Type 4A requirements.

### **2.0 SURFACES**

Apply the epoxy protective coating to the top surface area, including chamfer area of bent caps under open joints and expansion joints of the steel girder spans, excluding areas under elastomeric bearings.

Thoroughly clean all dust, dirt, grease, oil, laitance and other objectionable material from the concrete surfaces to be coated. Air blast all surfaces immediately before applying the protective coating.

Use only cleaning agents preapproved by the Engineer.

### **3.0 APPLICATION**

Apply epoxy protective coating only when the air temperature is at least 40°F and rising, but less than 95°F and the surface temperature of the area to be coated is at least 40°F. Remove any excess or free standing water from the surfaces before applying the coating. Apply one coat of epoxy protective coating at a rate such that it covers between 100 and 200 sf/gal.

Under certain combinations of circumstances, the cured epoxy protective coating may develop an oily condition on the surface due to amine blush. This condition is not detrimental to the applied system.

Apply the coating so the entire designated surface of the concrete is covered and all pores are filled. To provide a uniform appearance, use the exact same material on all visible surfaces.

#### **4.0 BASIS OF PAYMENT**

*Epoxy Coating* will be measured and paid for by the contract unit price per square foot and shall be full compensation for furnishing all material, labor, tools and equipment necessary for cleaning and coating the tops of bent caps. Debris removal from the top of bent caps shall be incidental to epoxy coating the top of bent caps.

### **FALSEWORK AND FORMWORK**

**(4-5-12)**

#### **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.

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

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.

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.

As an option for the Contractor, overhang falsework hangers may be uniformly spaced, at a maximum of 36 inches, provided the following conditions are met:

Member Type (PCG)	Member Depth, (inches)	Max. Overhang Width, (inches)	Max. Slab Edge Thickness, (inches)	Max. Screenshot Wheel Weight, (lbs.)	Bracket Min. Vertical Leg Extension, (inches)
II	36	39	14	2000	26
III	45	42	14	2000	35
IV	54	45	14	2000	44
MBT	63	51	12	2000	50
MBT	72	55	12	1700	48

Overhang width is measured from the centerline of the girder to the edge of the deck slab.

For Type II, III & IV prestressed concrete girders (PCG), 45-degree cast-in-place half hangers and rods must have a minimum safe working load of 6,000 lbs.

For MBT prestressed concrete girders, 45-degree angle holes for falsework hanger rods shall be cast through the girder top flange and located, measuring along the top of the member, 1'-2 1/2" from the edge of the top flange. Hanger hardware and rods must have a minimum safe working load of 6,000 lbs.

The overhang bracket provided for the diagonal leg shall have a minimum safe working load of 3,750 lbs. The vertical leg of the bracket shall extend to the point that the heel bears on the girder bottom flange, no closer than 4 inches from the bottom of the member. However, for 72-inch members, the heel of the bracket shall bear on the web, near the bottom flange transition.

Provide adequate overhang falsework and determine the appropriate adjustments for deck geometry, equipment, casting procedures and casting conditions.

If the optional overhang falsework spacing is used, indicate this on the falsework submittal and advise the girder producer of the proposed details. Failure to notify the Engineer of hanger type and hanger spacing on prestressed concrete girder casting drawings may delay the approval of those drawings.

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 on concrete girders with thin top flanges. 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.

When staged construction of the bridge deck is required, detail falsework and forms for screed and fluid concrete loads to be independent of any previous deck pour components when the mid-span girder deflection due to deck weight is greater than  $\frac{3}{4}$ ".

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 or metalize 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.

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. 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 above ground	Pressure, lb/ft <sup>2</sup> for Indicated Wind Velocity, mph				
	70	80	90	100	110
0 to 30	15	20	25	30	35
30 to 50	20	25	30	35	40
50 to 100	25	30	35	40	45
over 100	30	35	40	45	50

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



## 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.

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.

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.

## 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. 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.

**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.

#### **GROUT FOR STRUCTURES**

(11-30-17)

##### **1.0 DESCRIPTION**

This special provision addresses grout for use in pile blockouts, grout pockets, shear keys, dowel holes and recesses for structures. This provision does not apply to grout placed in post-tensioning ducts for bridge beams, girders, decks, end bent caps, or bent caps. Mix and place grout in accordance with the manufacturer's recommendations, the applicable sections of the Standard Specifications and this provision.

##### **2.0 MATERIAL REQUIREMENTS**

Unless otherwise noted on the plans, use a Type 3 Grout in accordance with Section 1003 of the Standard Specifications.

Initial setting time shall not be less than 10 minutes when tested in accordance with ASTM C266.

Construction loading and traffic loading shall not be allowed until the 3 day compressive strength is achieved.

**3.0 SAMPLING AND PLACEMENT**

Place and maintain components in final position until grout placement is complete and accepted. Concrete surfaces to receive grout shall be free of defective concrete, laitance, oil, grease and other foreign matter. Saturate concrete surfaces with clean water and remove excess water prior to placing grout.

**4.0 BASIS OF PAYMENT**

No separate payment will be made for "Grout for Structures". The cost of the material, equipment, labor, placement, and any incidentals necessary to complete the work shall be considered incidental to the structure item requiring grout.

**SUBMITTAL OF WORKING DRAWINGS****(6-28-17)****5.0 GENERAL**

Submit working drawings in accordance with Article 105-2 of the *Standard Specifications* and this provision. For this provision, "submittals" refers to only those listed in this provision. The list of submittals contained herein does not represent a list of required submittals for the project. Submittals are only necessary for those items as required by the contract. Make submittals that are not specifically noted in this provision directly to the Engineer. Either the Structures Management Unit or the Geotechnical Engineering Unit or both units will jointly review submittals.

If a submittal contains variations from plan details or specifications or significantly affects project cost, field construction or operations, discuss the submittal with and submit all copies to the Engineer. State the reason for the proposed variation in the submittal. To minimize review time, make sure all submittals are complete when initially submitted. Provide a contact name and information with each submittal. Direct any questions regarding submittal requirements to the Engineer, Structures Management Unit contacts or the Geotechnical Engineering Unit contacts noted below.

In order to facilitate in-plant inspection by NCDOT and approval of working drawings, provide the name, address and telephone number of the facility where fabrication will actually be done if different than shown on the title block of the submitted working drawings. This includes, but is not limited to, precast concrete items, prestressed concrete items and fabricated steel or aluminum items.

**6.0 ADDRESSES AND CONTACTS**

For submittals to the Structures Management Unit, use the following addresses:

Via US mail:

Mr. B. C. Hanks, P. E.  
State Structures Engineer  
North Carolina Department

Via other delivery service:

Mr. B. C. Hanks, P. E.  
State Structures Engineer  
North Carolina Department

of Transportation  
Structures Management Unit  
1581 Mail Service Center  
Raleigh, NC 27699-1581

Attention: Mr. J. L. Bolden, P. E.

of Transportation  
Structures Management Unit  
1000 Birch Ridge Drive  
Raleigh, NC 27610

Attention: Mr. J. L. Bolden, P. E.

Submittals may also be made via email.

Send submittals to:

[jlbolden@ncdot.gov](mailto:jlbolden@ncdot.gov) (James Bolden)

Send an additional e-copy of the submittal to the following address:

[eomile@ncdot.gov](mailto:eomile@ncdot.gov) (Emmanuel Omile)

[mrorie@ncdot.gov](mailto:mrorie@ncdot.gov) (Madonna Rorie)

For submittals to the Geotechnical Engineering Unit, use the following addresses:

For projects in Divisions 1-7, use the following Eastern Regional Office address:

Via US mail:

Mr. Chris Kreider, P. E.  
Eastern Regional Geotechnical  
Manager  
North Carolina Department  
of Transportation  
Geotechnical Engineering Unit  
Eastern Regional Office  
1570 Mail Service Center  
Raleigh, NC 27699-1570

Via other delivery service:

Mr. Chris Kreider, P. E.  
Eastern Regional Geotechnical  
Manager  
North Carolina Department  
of Transportation  
Geotechnical Engineering Unit  
Eastern Regional Office  
3301 Jones Sausage Road, Suite 100  
Garner, NC 27529

Via Email: [EastGeotechnicalSubmittal@ncdot.gov](mailto:EastGeotechnicalSubmittal@ncdot.gov)

For projects in Divisions 8-14, use the following Western Regional Office address:

Via US mail or other delivery service:

Mr. Eric Williams, P. E.  
Western Regional Geotechnical  
Manager  
North Carolina Department  
of Transportation  
Geotechnical Engineering Unit  
Western Regional Office  
5253 Z Max Boulevard  
Harrisburg, NC 28075

Via Email: [WestGeotechnicalSubmittal@ncdot.gov](mailto:WestGeotechnicalSubmittal@ncdot.gov)

The status of the review of structure-related submittals sent to the Structures Management Unit can be viewed from the Unit's website, via the "Drawing Submittal Status" link.

The status of the review of geotechnical-related submittals sent to the Geotechnical Engineering Unit can be viewed from the Unit's website, via the "Geotechnical Construction Submittals" link.

Direct any questions concerning submittal review status, review comments or drawing markups to the following contacts:

Primary Structures Contact: James Bolden  
(919) 707 – 6408  
(919) 250 – 4082 facsimile  
[jlbolden@ncdot.gov](mailto:jlbolden@ncdot.gov)

Secondary Structures Contacts: Emmanuel Omile  
(919) 707 – 6451  
Madonna Rorie  
(919) 707 – 6508

Eastern Regional Geotechnical Contact (Divisions 1-7):  
Chris Kreider  
(919) 662 – 4710  
[ckreider@ncdot.gov](mailto:ckreider@ncdot.gov)

Western Regional Geotechnical Contact (Divisions 8-14):  
Eric Williams  
(704) 455 – 8902  
[ewilliams3@ncdot.gov](mailto:ewilliams3@ncdot.gov)

## 7.0 SUBMITTAL COPIES

Furnish one complete copy of each submittal, including all attachments, to the Engineer. At the same time, submit the number of hard copies shown below of the same complete submittal directly to the Structures Management Unit and/or the Geotechnical Engineering Unit.

The first table below covers "Structure Submittals". The Engineer will receive review comments and drawing markups for these submittals from the Structures Management Unit. The second table in this section covers "Geotechnical Submittals". The Engineer will receive review comments and drawing markups for these submittals from the Geotechnical Engineering Unit.

Unless otherwise required, submit one set of supporting calculations to either the Structures Management Unit or the Geotechnical Engineering Unit unless both units require submittal copies in which case submit a set of supporting calculations to each unit. Provide additional copies of any submittal as directed.

**STRUCTURE SUBMITTALS**

<b>Submittal</b>	<b>Copies Required by Structures Management Unit</b>	<b>Copies Required by Geotechnical Engineering Unit</b>	<b>Contract Reference Requiring Submittal <sup>1</sup></b>
Arch Culvert Falsework	5	0	Plan Note, SN Sheet & “Falsework and Formwork”
Box Culvert Falsework <sup>7</sup>	5	0	Plan Note, SN Sheet & “Falsework and Formwork”
Cofferdams	6	2	Article 410-4
Foam Joint Seals <sup>6</sup>	9	0	“Foam Joint Seals”
Expansion Joint Seals (hold down plate type with base angle)	9	0	“Expansion Joint Seals”
Expansion Joint Seals (modular)	2, then 9	0	“Modular Expansion Joint Seals”
Expansion Joint Seals (strip seals)	9	0	“Strip Seals”
Falsework & Forms <sup>2</sup> (substructure)	8	0	Article 420-3 & “Falsework and Formwork”
Falsework & Forms (superstructure)	8	0	Article 420-3 & “Falsework and Formwork”
Girder Erection over Railroad	5	0	Railroad Provisions
Maintenance and Protection of Traffic Beneath Proposed Structure	8	0	“Maintenance and Protection of Traffic Beneath Proposed Structure at Station ____”
Metal Bridge Railing	8	0	Plan Note
Metal Stay-in-Place Forms	8	0	Article 420-3
Metalwork for Elastomeric Bearings <sup>4,5</sup>	7	0	Article 1072-8
Miscellaneous Metalwork <sup>4,5</sup>	7	0	Article 1072-8
Disc Bearings <sup>4</sup>	8	0	“Disc Bearings”

Overhead and Digital Message Signs (DMS) (metalwork and foundations)	13	0	Applicable Provisions
Placement of Equipment on Structures (cranes, etc.)	7	0	Article 420-20
Precast Concrete Box Culverts	2, then 1 reproducible	0	“Optional Precast Reinforced Concrete Box Culvert at Station ____”
Prestressed Concrete Cored Slab (detensioning sequences) <sup>3</sup>	6	0	Article 1078-11
Prestressed Concrete Deck Panels	6 and 1 reproducible	0	Article 420-3
Prestressed Concrete Girder (strand elongation and detensioning sequences)	6	0	Articles 1078-8 and 1078-11
Removal of Existing Structure over Railroad	5	0	Railroad Provisions
Revised Bridge Deck Plans (adaptation to prestressed deck panels)	2, then 1 reproducible	0	Article 420-3
Revised Bridge Deck Plans (adaptation to modular expansion joint seals)	2, then 1 reproducible	0	“Modular Expansion Joint Seals”
Sound Barrier Wall (precast items)	10	0	Article 1077-2 & “Sound Barrier Wall”
Sound Barrier Wall Steel Fabrication Plans <sup>5</sup>	7	0	Article 1072-8 & “Sound Barrier Wall”
Structural Steel <sup>4</sup>	2, then 7	0	Article 1072-8
Temporary Detour Structures	10	2	Article 400-3 & “Construction, Maintenance and Removal of Temporary Structure at Station ____”
TFE Expansion Bearings <sup>4</sup>	8	0	Article 1072-8

**FOOTNOTES**



1. References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Articles refer to the *Standard Specifications*.
2. Submittals for these items are necessary only when required by a note on plans.
3. Submittals for these items may not be required. A list of pre-approved sequences is available from the producer or the Materials & Tests Unit.
4. The fabricator may submit these items directly to the Structures Management Unit.
5. The two sets of preliminary submittals required by Article 1072-8 of the *Standard Specifications* are not required for these items.
6. Submittals for Fabrication Drawings are not required. Submittals for Catalogue Cuts of Proposed Material are required. See Section 5.A of the referenced provision.
7. Submittals are necessary only when the top slab thickness is 18" or greater.

### GEOTECHNICAL SUBMITTALS

Submittal	Copies Required by Geotechnical Engineering Unit	Copies Required by Structures Management Unit	Contract Reference Requiring Submittal <sup>1</sup>
Drilled Pier Construction Plans <sup>2</sup>	1	0	Subarticle 411-3(A)
Crosshole Sonic Logging (CSL) Reports <sup>2</sup>	1	0	Subarticle 411-5(A)(2)
Pile Driving Equipment Data Forms <sup>2,3</sup>	1	0	Subarticle 450-3(D)(2)
Pile Driving Analyzer (PDA) Reports <sup>2</sup>	1	0	Subarticle 450-3(F)(3)
Retaining Walls <sup>4</sup>	1 drawings, 1 calculations	2 drawings	Applicable Provisions
Temporary Shoring <sup>4</sup>	1 drawings, 1 calculations	2 drawings	“Temporary Shoring” & “Temporary Soil Nail Walls”

#### FOOTNOTES

1. References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Subarticles refer to the *Standard Specifications*.

2. Submit one hard copy of submittal to the Engineer. Submit a second copy of submittal electronically (PDF via email), US mail or other delivery service to the appropriate Geotechnical Engineering Unit regional office. Electronic submission is preferred.
3. The Pile Driving Equipment Data Form is available from:  
[https://connect.ncdot.gov/resources/Geological/Pages/Geotech\\_Forms\\_Details.aspx](https://connect.ncdot.gov/resources/Geological/Pages/Geotech_Forms_Details.aspx)  
See second page of form for submittal instructions.
4. Electronic copy of submittal is required. See referenced provision.

County : Buncombe

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	1245000000-E	SP	SHOULDER RECONSTRUCTION	1.2 SMI		
0003	1308000000-E	607	MILLING ASPHALT PAVEMENT, **** TO ***** (0" TO 4")	8,037 SY		
0004	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	97 TON		
0005	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	6 TON		
0006	1840000000-E	665	MILLED RUMBLE STRIPS (ASPHALT CONCRETE)	5,400 LF		
0007	3345000000-E	864	REMOVE & RESET EXISTING GUARD- RAIL	1,615 LF		
0008	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	40 SF		
0009	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	12 SF		
0010	4415000000-N	1115	FLASHING ARROW BOARD	12 EA		
0011	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	12 EA		
0012	4430000000-N	1130	DRUMS	70 EA		
0013	4445000000-E	1145	BARRICADES (TYPE III)	40 LF		
0014	4455000000-N	1150	FLAGGER	20 DAY		
0015	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	12 EA		
0016	4480000000-N	1165	TMA	6 EA		
0017	4815000000-E	1205	PAINT PAVEMENT MARKING LINES (6")	6,820 LF		
0018	5255000000-N	1413	PORTABLE LIGHTING	Lump Sum	L.S.	

County : Buncombe

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
<b>STRUCTURE ITEMS</b>						
0019	8161000000-E	420	GROOVING BRIDGE FLOORS	37,634 SF		
0020	8217000000-E	425	REINFORCING STEEL (BRIDGE)	500 LB		
0021	8280000000-E	440	APPROX ..... LBS STRUCTURAL STEEL	6,343 LS		
0022	8296000000-N	442	POLLUTION CONTROL	Lump Sum	L.S.	
0023	8559000000-E	SP	CLASS II, SURFACE PREPARATION	72 SY		
0024	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum	L.S.	
0025	8664000000-E	SP	SHOTCRETE REPAIRS	1,117.9 CF		
0026	8692000000-N	SP	FOAM JOINT SEALS	Lump Sum	L.S.	
0027	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING AND REPAINTING OF BRIDGE #358	Lump Sum	L.S.	
0028	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING AND REPAINTING OF BRIDGE #366	Lump Sum	L.S.	
0029	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING AND REPAINTING OF BRIDGE #369	Lump Sum	L.S.	
0030	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING AND REPAINTING OF BRIDGE #374	Lump Sum	L.S.	
0031	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING AND REPAINTING OF BRIDGE #377	Lump Sum	L.S.	
0032	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING AND REPAINTING OF BRIDGE #378	Lump Sum	L.S.	
0033	8860000000-N	SP	GENERIC STRUCTURE ITEM FIELD MEASURING	Lump Sum	L.S.	
0034	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR BRIDGE #358	Lump Sum	L.S.	

County : Buncombe

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0035	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR BRIDGE #366	Lump Sum	L.S.	
0036	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR BRIDGE #369	Lump Sum	L.S.	
0037	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR BRIDGE #374	Lump Sum	L.S.	
0038	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR BRIDGE #377	Lump Sum	L.S.	
0039	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR BRIDGE #378	Lump Sum	L.S.	
0040	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR ZONE PAINTING, BRIDGE #334	Lump Sum	L.S.	
0041	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR ZONE PAINTING, BRIDGE #339	Lump Sum	L.S.	
0042	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR ZONE PAINTING, BRIDGE #344	Lump Sum	L.S.	
0043	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR ZONE PAINTING, BRIDGE #347	Lump Sum	L.S.	
0044	8860000000-N	SP	GENERIC STRUCTURE ITEM PARTIAL REMOVAL OF EXISTING STRUCTURE #369	Lump Sum	L.S.	
0045	8860000000-N	SP	GENERIC STRUCTURE ITEM UNDER STRUCTURE WORK PLATFORM	Lump Sum	L.S.	
0046	8860000000-N	SP	GENERIC STRUCTURE ITEM VOLUMETRIC MIXER	Lump Sum	L.S.	
0047	8860000000-N	SP	GENERIC STRUCTURE ITEM ZONE PAINTING OF EXISTING STRUCTURE, BRIDGE #334	Lump Sum	L.S.	

County : Buncombe

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0048	8860000000-N	SP	GENERIC STRUCTURE ITEM ZONE PAINTING OF EXISTING STRUCTURE, BRIDGE #339	Lump Sum	L.S.	
0049	8860000000-N	SP	GENERIC STRUCTURE ITEM ZONE PAINTING OF EXISTING STRUCTURE, BRIDGE #344	Lump Sum	L.S.	
0050	8860000000-N	SP	GENERIC STRUCTURE ITEM ZONE PAINTING OF EXISTING STRUCTURE, BRIDGE #347	Lump Sum	L.S.	
0051	8867000000-E	SP	GENERIC STRUCTURE ITEM REMOVE AND RESET BRIDGE DECK MOUNTED GUARDRAIL FOR BRIDGE #358	242 LF		
0052	8867000000-E	SP	GENERIC STRUCTURE ITEM REMOVE AND RESET BRIDGE DECK MOUNTED GUARDRAIL FOR BRIDGE #366	242 LF		
0053	8867000000-E	SP	GENERIC STRUCTURE ITEM REMOVE AND RESET BRIDGE DECK MOUNTED GUARDRAIL FOR BRIDGE #369	270 LF		
0054	8867000000-E	SP	GENERIC STRUCTURE ITEM REMOVE AND RESET BRIDGE DECK MOUNTED GUARDRAIL FOR BRIDGE #374	270 LF		
0055	8881000000-E	SP	GENERIC STRUCTURE ITEM LATEX MODIFIED CONCRETE-VERY EARLY STRENGTH	377.2 CY		
0056	8882000000-E	SP	GENERIC STRUCTURE ITEM CONCRETE FOR DECK REPAIR	40 CF		
0057	8882000000-E	SP	GENERIC STRUCTURE ITEM ELASTOMERIC CONCRETE	117 CF		
0058	8889000000-E	SP	GENERIC STRUCTURE ITEM BEAM PLATED REPAIR	1,155.9 LB		
0059	8889000000-E	SP	GENERIC STRUCTURE ITEM BEAM SECTION REPLACEMENT AND STIFFENER/CONNECTOR PLATE REPAIR	37,850 LB		
0060	8889000000-E	SP	GENERIC STRUCTURE ITEM STEEL CONNECTION HARDWARE	300 LB		

County : Buncombe

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0061	8889000000-E	SP	GENERIC STRUCTURE ITEM STEEL DIAPHRAGM REPLACEMENT	2,295 LB		
0062	8892000000-E	SP	GENERIC STRUCTURE ITEM ANCHORED VENEER	17,075 SF		
0063	8892000000-E	SP	GENERIC STRUCTURE ITEM BRIDGE JOINT DEMOLITION	468 SF		
0064	8892000000-E	SP	GENERIC STRUCTURE ITEM EPOXY COATING	987.5 SF		
0065	8893000000-E	SP	GENERIC STRUCTURE ITEM HYDRO-DEMOLITION OF BRIDGE DECK	4,548 SY		
0066	8893000000-E	SP	GENERIC STRUCTURE ITEM PLACING & FINISHING LATEX MODIFIED CONC. OVERLAY-VERY EARLY STRENGTH	4,548 SY		
0067	8893000000-E	SP	GENERIC STRUCTURE ITEM SCARIFYING BRIDGE DECK	4,548 SY		
0068	8897000000-N	SP	GENERIC STRUCTURE ITEM BRIDGE JACKING	160 EA		
0069	8897000000-N	SP	GENERIC STRUCTURE ITEM ELASTOMERIC BEARING, MODIFIED TYPE I-A	64 EA		
0070	8897000000-N	SP	GENERIC STRUCTURE ITEM ELASTOMERIC BEARING, MODIFIED TYPE I-B	48 EA		
0071	8897000000-N	SP	GENERIC STRUCTURE ITEM ELASTOMERIC BEARING, MODIFIED TYPE I-C	16 EA		
0072	8897000000-N	SP	GENERIC STRUCTURE ITEM STEEL KEEPER ANGLE ASSEMBLY	80 EA		
0073	8897000000-N	SP	GENERIC STRUCTURE ITEM STEEL PLATE BEARING	1 EA		

County : Buncombe

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0074	8897000000-N	SP	GENERIC STRUCTURE ITEM STUB COLUMN ASSEMBLY	34 EA		

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1458/Dec15/Q143632.7/D554290100000/E74

Total Amount Of Bid For Entire Project :



DBE GOAL SET: 1.00%  
DBE GOAL OBT: 1.01%

## Vendor 1 of 3: GLF CONSTRUCTION CORPORATION (3018) Call Order 014 (Proposal: C204055)

### Bid Information

---

**Proposal County:** BUNCOMBE

**Vendor Address:** 80 South West 8th Street  
Brickell City Tower, Suite 2201  
Miami , FL , 33130

**Signature Check:** Francesco\_Senis\_3018

**Time Bid Received:** January 16, 2018 01:48 PM

**Amendment Count:** 0

**Bid Checksum:** ABD77801

**Bid Total:** \$8,672,508.80

**Items Total:** \$8,672,508.80

**Time Total:** \$0.00

**Bidding Errors:**

None.

Vendor 1 of 3: GLF CONSTRUCTION CORPORATION (3018)  
Call Order 014 (Proposal: C204055)

Bid Bond Information

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<b>Projects:</b>	<b>Bond Maximum:</b>
<b>Counties:</b>	<b>State of Incorporation:</b>
<b>Bond ID:</b> SNC18599325	<b>Agency Execution Date:</b> 1/12/2018 1
<b>Paid by Check:</b> No	<b>Surety Name:</b> surety2000
<b>Bond Percent:</b> 5%	<b>Bond Agency Name:</b> Fidelity and Deposit Company of Maryland

Bidder 1 of 3

Vendor 3018's Bid Information for Call 014, Letting L180116, 01/16/18

GLF Construction Corporation (3018)  
Call Order 014 (Proposal ID C204055)

LIST OF DBE PARTICIPANTS

VENDOR NUMBER	DBE NAME ADDRESS	WORK CODE TYPE OF WORK	CERT TYPE AMOUNT	
WB 3765	STAY ALERT SAFETY SERVICES INC POST OFFICE BOX 467 , KERNERSVILLE, NC 27285		Sub 88,000.00	COMMITTED
			TOTAL: \$88,000.00 1.01%	

Vendor 3018's Bid Information for Call 014, Letting L180116, 01/16/18

GLF Construction Corporation (3018)  
Call Order 014 (Proposal ID C204055)

Miscellaneous Data Info - Contractor Responses:  
=====

NON-COLLUSION AND DEBARMENT CERTIFICATION

Explanation of the prospective bidder that is unable to certify to any of the statements in this certification:

Explanation:  
NOT ANSWERED  
NOT ANSWERED  
NOT ANSWERED  
NOT ANSWERED

AWARD LIMITS ON MULTIPLE PROJECTS

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects. No

It is the desire of the Bidder to be awarded contracts, the value of which will not exceed a total of NOT ANSWERED for those projects indicated herein, for which bids will be opened on (MM/DD/YY)

The Award Limits shall apply to the following projects:

Contract Number	County
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	

Bid Bond Data Info - Contractor Responses:  
=====

BondID: SNC18599325  
Surety Registry Agency: surety2000  
Verified?: Yes

Bidder 1 of 3

Surety Agency: Fidelity and Deposit Company of Maryland  
Bond Execution Date: 1/12/2018 1  
Bond Amount: \$433,625.44 (Five Percent of Bid)

Dept of Transportation

Revised:

Contract ID: C204055

Project(s): NHPIM-0040(069)

Letting Date: 01-16-18 Call Order: 014

Bidder: 3018 - GLF Construction Corporation

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
Section 0001 ROADWAY ITEMS				
Alt Group				
0001	0000100000-N MOBILIZATION	LUMP	LUMP	430,000.00
0002	1245000000-E SHOULDER RECONSTRUCTION	1.200 SMI	40,000.00000	48,000.00
0003	1308000000-E MILLING ASPHALT PAVEMENT, *****" TO *****" (0" TO 4")	8,037.000 SY	30.00000	241,110.00
0004	1523000000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5C	97.000 TON	400.00000	38,800.00
0005	1575000000-E ASPHALT BINDER FOR PLANT MIX	6.000 TON	500.00000	3,000.00
0006	1840000000-E MILLED RUMBLE STRIPS (ASPHALT CONCRETE)	5,400.000 LF	2.20000	11,880.00
0007	3345000000-E REMOVE & RESET EXISTING GUARD-RAIL	1,615.000 LF	19.00000	30,685.00
0008	4400000000-E WORK ZONE SIGNS (STATIONARY)	40.000 SF	18.00000	720.00
0009	4405000000-E WORK ZONE SIGNS (PORTABLE)	12.000 SF	10.00000	120.00
0010	4415000000-N FLASHING ARROW BOARD	12.000 EA	1,000.00000	12,000.00
0011	4420000000-N PORTABLE CHANGEABLE MESSAGE SIGN	12.000 EA	1,500.00000	18,000.00

Contract ID: C204055

Project(s): NHPIM-0040(069)

Letting Date: 01-16-18 Call Order: 014

Bidder: 3018 - GLF Construction Corporation

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0012	4430000000-N DRUMS	70.000	65.00000	4,550.00
		EA		
0013	4445000000-E BARRICADES (TYPE III)	40.000	40.00000	1,600.00
		LF		
0014	4455000000-N FLAGGER	20.000	1,000.00000	20,000.00
		DAY		
0015	4465000000-N TEMPORARY CRASH CUSHIONS	12.000	1,500.00000	18,000.00
		EA		
0016	4480000000-N TMA	6.000	2,500.00000	15,000.00
		EA		
0017	4815000000-E PAINT PAVEMENT MARKING LINES (6")	6,820.000	1.20000	8,184.00
		LF		
0018	5255000000-N PORTABLE LIGHTING			75,000.00
		LUMP	LUMP	
Section 0001 Total				976,649.00

Section 0004 STRUCTURE ITEMS

Alt Group

0019	8161000000-E GROOVING BRIDGE FLOORS	37,634.000	0.70000	26,343.80
		SF		
0020	8217000000-E REINFORCING STEEL (BRIDGE)	500.000	4.50000	2,250.00
		LB		
0021	8280000000-E APPROX ..... LBS STRUCTURALSTEEL			75,000.00
		LUMP	LUMP	

Dept of Transportation

Revised:

Contract ID: C204055

Project(s): NHPIM-0040(069)

Letting Date: 01-16-18 Call Order: 014

Bidder: 3018 - GLF Construction Corporation

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0022	8296000000-N POLLUTION CONTROL	LUMP	LUMP	200,000.00
0023	8559000000-E CLASS II, SURFACE PREPARATION	72.000 SY	100.00000	7,200.00
0024	8657000000-N ELASTOMERIC BEARINGS	LUMP	LUMP	6,000.00
0025	8664000000-E SHOTCRETE REPAIRS	1,117.900 CF	600.00000	670,740.00
0026	8692000000-N FOAM JOINT SEALS	LUMP	LUMP	32,000.00
0027	8860000000-N GENERIC STRUCTURE ITEM CLEANING AND REPAINTING OF BRIDGE #358	LUMP	LUMP	100,000.00
0028	8860000000-N GENERIC STRUCTURE ITEM CLEANING AND REPAINTING OF BRIDGE #366	LUMP	LUMP	100,000.00
0029	8860000000-N GENERIC STRUCTURE ITEM CLEANING AND REPAINTING OF BRIDGE #369	LUMP	LUMP	100,000.00
0030	8860000000-N GENERIC STRUCTURE ITEM CLEANING AND REPAINTING OF BRIDGE #374	LUMP	LUMP	100,000.00
0031	8860000000-N GENERIC STRUCTURE ITEM CLEANING AND REPAINTING OF BRIDGE #377	LUMP	LUMP	220,000.00

Dept of Transportation

Revised:

Contract ID: C204055

Project(s): NHPIM-0040(069)

Letting Date: 01-16-18 Call Order: 014

Bidder: 3018 - GLF Construction Corporation

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0032	8860000000-N GENERIC STRUCTURE ITEM CLEANING AND REPAINTING OF BRIDGE #378	LUMP	LUMP	220,000.00
0033	8860000000-N GENERIC STRUCTURE ITEM FIELD MEASURING	LUMP	LUMP	30,000.00
0034	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR BRIDGE #358	LUMP	LUMP	30,000.00
0035	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR BRIDGE #366	LUMP	LUMP	30,000.00
0036	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR BRIDGE #369	LUMP	LUMP	30,000.00
0037	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR BRIDGE #374	LUMP	LUMP	30,000.00
0038	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR BRIDGE #377	LUMP	LUMP	75,000.00
0039	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR BRIDGE #378	LUMP	LUMP	75,000.00
0040	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR ZONE PAINTING, BRIDGE #334	LUMP	LUMP	10,000.00



Dept of Transportation

Revised:

Contract ID: C204055

Project(s): NHPIM-0040(069)

Letting Date: 01-16-18 Call Order: 014

Bidder: 3018 - GLF Construction Corporation

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0041	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR ZONE PAINTING, BRIDGE #339	LUMP	LUMP	10,000.00
0042	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR ZONE PAINTING, BRIDGE #344	LUMP	LUMP	20,000.00
0043	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR ZONE PAINTING, BRIDGE #347	LUMP	LUMP	20,000.00
0044	8860000000-N GENERIC STRUCTURE ITEM PARTIAL REMOVAL OF EXISTING STRUCTURE #369	LUMP	LUMP	20,000.00
0045	8860000000-N GENERIC STRUCTURE ITEM UNDER STRUCTURE WORK PLATFORM	LUMP	LUMP	575,000.00
0046	8860000000-N GENERIC STRUCTURE ITEM VOLUMETRIC MIXER	LUMP	LUMP	250.00
0047	8860000000-N GENERIC STRUCTURE ITEM ZONE PAINTING OF EXISTING STRUCTURE, BRIDGE #334	LUMP	LUMP	25,000.00
0048	8860000000-N GENERIC STRUCTURE ITEM ZONE PAINTING OF EXISTING STRUCTURE, BRIDGE #339	LUMP	LUMP	30,000.00
0049	8860000000-N GENERIC STRUCTURE ITEM ZONE PAINTING OF EXISTING STRUCTURE, BRIDGE #344	LUMP	LUMP	60,000.00
0050	8860000000-N GENERIC STRUCTURE ITEM ZONE PAINTING OF EXISTING STRUCTURE, BRIDGE #347	LUMP	LUMP	60,000.00

Dept of Transportation

Revised:

Contract ID: C204055

Project(s): NHPIM-0040(069)

Letting Date: 01-16-18 Call Order: 014

Bidder: 3018 - GLF Construction Corporation

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0051	8867000000-E GENERIC STRUCTURE ITEM REMOVE AND RESET BRIDGE DECK MOUNTED GUARDRAIL FOR BRIDGE #358	242.000 LF	140.00000	33,880.00
0052	8867000000-E GENERIC STRUCTURE ITEM REMOVE AND RESET BRIDGE DECK MOUNTED GUARDRAIL FOR BRIDGE #366	242.000 LF	140.00000	33,880.00
0053	8867000000-E GENERIC STRUCTURE ITEM REMOVE AND RESET BRIDGE DECK MOUNTED GUARDRAIL FOR BRIDGE #369	270.000 LF	130.00000	35,100.00
0054	8867000000-E GENERIC STRUCTURE ITEM REMOVE AND RESET BRIDGE DECK MOUNTED GUARDRAIL FOR BRIDGE #374	270.000 LF	130.00000	35,100.00
0055	8881000000-E GENERIC STRUCTURE ITEM LATEX MODIFIED CONCRETE-VERY EARLY STRENGTH	377.200 CY	1,250.00000	471,500.00
0056	8882000000-E GENERIC STRUCTURE ITEM CONCRETE FOR DECK REPAIR	40.000 CF	65.00000	2,600.00
0057	8882000000-E GENERIC STRUCTURE ITEM ELASTOMERIC CONCRETE	117.000 CF	650.00000	76,050.00
0058	8889000000-E GENERIC STRUCTURE ITEM BEAM PLATED REPAIR	1,155.900 LB	30.00000	34,677.00
0059	8889000000-E GENERIC STRUCTURE ITEM BEAM SECTION REPLACEMENT AND STIFFENER/CONNECTOR PLATE REPAIR	37,850.000 LB	16.00000	605,600.00

Dept of Transportation

Revised:

Contract ID: C204055

Project(s): NHPIM-0040(069)

Letting Date: 01-16-18 Call Order: 014

Bidder: 3018 - GLF Construction Corporation

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0060	8889000000-E GENERIC STRUCTURE ITEM STEEL CONNECTION HARDWARE	300.000 LB	5.00000	1,500.00
0061	8889000000-E GENERIC STRUCTURE ITEM STEEL DIAPHRAGM REPLACEMENT	2,295.000 LB	24.00000	55,080.00
0062	8892000000-E GENERIC STRUCTURE ITEM ANCHORED VENEER	17,075.000 SF	118.00000	2,014,850.00
0063	8892000000-E GENERIC STRUCTURE ITEM BRIDGE JOINT DEMOLITION	468.000 SF	100.00000	46,800.00
0064	8892000000-E GENERIC STRUCTURE ITEM EPOXY COATING	987.500 SF	2.00000	1,975.00
0065	8893000000-E GENERIC STRUCTURE ITEM HYDRO-DEMOLITION OF BRIDGE DECK	4,548.000 SY	110.00000	500,280.00
0066	8893000000-E GENERIC STRUCTURE ITEM PLACING & FINISHING LATEX MODIFIED CONC. OVERLAY-VERY EARLY STRENGTH	4,548.000 SY	30.00000	136,440.00
0067	8893000000-E GENERIC STRUCTURE ITEM SCARIFYING BRIDGE DECK	4,548.000 SY	58.00000	263,784.00
0068	8897000000-N GENERIC STRUCTURE ITEM BRIDGE JACKING	160.000 EA	1,000.00000	160,000.00
0069	8897000000-N GENERIC STRUCTURE ITEM ELASTOMERIC BEARING, MODIFIED TYPE I-A	64.000 EA	160.00000	10,240.00

Dept of Transportation

Revised:

Contract ID: C204055

Project(s): NHPIM-0040(069)

Letting Date: 01-16-18 Call Order: 014

Bidder: 3018 - GLF Construction Corporation

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0070	8897000000-N GENERIC STRUCTURE ITEM ELASTOMERIC BEARING, MODIFIED TYPE I-B	48.000 EA	170.00000	8,160.00
0071	8897000000-N GENERIC STRUCTURE ITEM ELASTOMERIC BEARING, MODIFIED TYPE I-C	16.000 EA	180.00000	2,880.00
0072	8897000000-N GENERIC STRUCTURE ITEM STEEL KEEPER ANGLE ASSEMBLY	80.000 EA	1,000.00000	80,000.00
0073	8897000000-N GENERIC STRUCTURE ITEM STEEL PLATE BEARING	1.000 EA	500.00000	500.00
0074	8897000000-N GENERIC STRUCTURE ITEM STUB COLUMN ASSEMBLY	34.000 EA	2,800.00000	95,200.00
	Section 0004 Total			7,695,859.80
	Bid Total			8,672,508.80

NON-COLLUSION AND DEBARMENT CERTIFICATION

The bidder certifies that neither he, nor any official, agent or employee of the bidder 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 bid, and that the bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor. In addition, submitting this electronic bid constitutes the bidder's certification of Status under penalty of perjury under the laws of the United States and in accordance with the Debarment Certification on file with the Department.

By submitting this bid, the bidder certifies to the best of his knowledge and belief that he and his principals:

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

Where the prospective bidder is unable to certify to any of the statements in this certification, the bidder shall submit an explanation in the blanks provided herein. The explanation will not necessarily result in denial of participation in a contract.

Explanation:  
NOT ANSWERED  
NOT ANSWERED  
NOT ANSWERED  
NOT ANSWERED

If the prequalified bidder's status changes, he shall immediately submit a new fully executed non-collusion affidavit and debarment certification with an explanation of the change to the Contract Office prior to submitting the bid.

Failure to furnish a certification or an explanation will be grounds for rejection of a bid

AWARD LIMITS ON MULTIPLE PROJECTS

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects. No

A bidder who desires to bid on more than one project on which bids are to be opened on the same date, and who also desires to avoid receiving an award of more projects than he is equipped to handle, may bid on any number of projects but may limit the total amount of work awarded to him on selected projects by completing the AWARD LIMITS ON MULTIPLE PROJECTS.

The Award Limits on Multiple Projects must be filled in on each project bid for which the Bidder desires protection.

It is the desire of the Bidder to be awarded contracts, the value of which will not exceed a total of NOT ANSWERED for those projects indicated herein, for which bids will be opened on (MM/DD/YY)

The Award Limits shall apply to the following projects:

Contract Number	County
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	

It is agreed that if I am (we are) the low Bidder(s) 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 that have a total value not to exceed the award limit and will result in the lowest total bids to the Department of Transportation.

PROPOSAL: C204055  
 LETTING: L180116 CALL: 014  
 VENDOR: 3018 GLF Construction Corporation

LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
-----						
DBE SUBCONTRACTOR: 3765 STAY ALERT SAFETY SERVICES INC						
Will Use Quote: Yes						
0001	0000100000-N	MOBILIZATION LS		1.000	88000.00000	88000.00
		49 Nightly Lane Closures at \$1,800.00/Night				
						-----
		DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:				88,000.00
		DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )				88,000.
TOTAL DBE COMMITMENT FOR VENDOR:				Entered:	1.01% or	88000.00
				Required:	1.00% or	86725.09
						<GOAL MET>

THIS PROPOSAL CONTAINS THE FOLLOWING ERRORS/WARNINGS (IF ANY)

This Bid contains 0 amendment files

Electronic Bid Submission

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

I Hereby certify that I have the authority to submit this bid.

Signature

Agency

Date

-----  
-----  
-----



Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	Lump Sum LS	430,000.00	430,000.00
0002	1245000000-E	SP	SHOULDER RECONSTRUCTION	1.2 SMI	40,000.00	48,000.00
0003	1308000000-E	607	MILLING ASPHALT PAVEMENT, **** TO ***** (0" TO 4")	8,037 SY	30.00	241,110.00
0004	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	97 TON	400.00	38,800.00
0005	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	6 TON	500.00	3,000.00
0006	1840000000-E	665	MILLED RUMBLE STRIPS (ASPHALT CONCRETE)	5,400 LF	2.20	11,880.00
0007	3345000000-E	864	REMOVE & RESET EXISTING GUARD- RAIL	1,615 LF	19.00	30,685.00
0008	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	40 SF	18.00	720.00
0009	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	12 SF	10.00	120.00
0010	4415000000-N	1115	FLASHING ARROW BOARD	12 EA	1,000.00	12,000.00
0011	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	12 EA	1,500.00	18,000.00
0012	4430000000-N	1130	DRUMS	70 EA	65.00	4,550.00
0013	4445000000-E	1145	BARRICADES (TYPE III)	40 LF	40.00	1,600.00
0014	4455000000-N	1150	FLAGGER	20 DAY	1,000.00	20,000.00
0015	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	12 EA	1,500.00	18,000.00
0016	4480000000-N	1165	TMA	6 EA	2,500.00	15,000.00
0017	4815000000-E	1205	PAINT PAVEMENT MARKING LINES (6")	6,820 LF	1.20	8,184.00
0018	5255000000-N	1413	PORTABLE LIGHTING	Lump Sum LS	75,000.00	75,000.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0019	8161000000-E	420	GROOVING BRIDGE FLOORS	37,634 SF	0.70	26,343.80
0020	8217000000-E	425	REINFORCING STEEL (BRIDGE)	500 LB	4.50	2,250.00
0021	8280000000-E	440	APPROX ..... LBS STRUCTURAL STEEL	6,343 LS	75,000.00	75,000.00
0022	8296000000-N	442	POLLUTION CONTROL	Lump Sum LS	200,000.00	200,000.00
0023	8559000000-E	SP	CLASS II, SURFACE PREPARATION	72 SY	100.00	7,200.00
0024	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum LS	6,000.00	6,000.00
0025	8664000000-E	SP	SHOTCRETE REPAIRS	1,117.9 CF	600.00	670,740.00
0026	8692000000-N	SP	FOAM JOINT SEALS	Lump Sum LS	32,000.00	32,000.00
0027	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING AND REPAINTING OF BRIDGE #358	Lump Sum LS	100,000.00	100,000.00
0028	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING AND REPAINTING OF BRIDGE #366	Lump Sum LS	100,000.00	100,000.00
0029	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING AND REPAINTING OF BRIDGE #369	Lump Sum LS	100,000.00	100,000.00
0030	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING AND REPAINTING OF BRIDGE #374	Lump Sum LS	100,000.00	100,000.00
0031	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING AND REPAINTING OF BRIDGE #377	Lump Sum LS	220,000.00	220,000.00
0032	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING AND REPAINTING OF BRIDGE #378	Lump Sum LS	220,000.00	220,000.00
0033	8860000000-N	SP	GENERIC STRUCTURE ITEM FIELD MEASURING	Lump Sum LS	30,000.00	30,000.00
0034	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR BRIDGE #358	Lump Sum LS	30,000.00	30,000.00

## Contract Item Sheets For C204055

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0035	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR BRIDGE #366	Lump Sum LS	30,000.00	30,000.00
0036	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR BRIDGE #369	Lump Sum LS	30,000.00	30,000.00
0037	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR BRIDGE #374	Lump Sum LS	30,000.00	30,000.00
0038	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR BRIDGE #377	Lump Sum LS	75,000.00	75,000.00
0039	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR BRIDGE #378	Lump Sum LS	75,000.00	75,000.00
0040	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR ZONE PAINTING, BRIDGE #334	Lump Sum LS	10,000.00	10,000.00
0041	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR ZONE PAINTING, BRIDGE #339	Lump Sum LS	10,000.00	10,000.00
0042	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR ZONE PAINTING, BRIDGE #344	Lump Sum LS	20,000.00	20,000.00
0043	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR ZONE PAINTING, BRIDGE #347	Lump Sum LS	20,000.00	20,000.00
0044	8860000000-N	SP	GENERIC STRUCTURE ITEM PARTIAL REMOVAL OF EXISTING STRUCTURE #369	Lump Sum LS	20,000.00	20,000.00
0045	8860000000-N	SP	GENERIC STRUCTURE ITEM UNDER STRUCTURE WORK PLATFORM	Lump Sum LS	575,000.00	575,000.00
0046	8860000000-N	SP	GENERIC STRUCTURE ITEM VOLUMETRIC MIXER	Lump Sum LS	250.00	250.00
0047	8860000000-N	SP	GENERIC STRUCTURE ITEM ZONE PAINTING OF EXISTING STRUCTURE, BRIDGE #334	Lump Sum LS	25,000.00	25,000.00
0048	8860000000-N	SP	GENERIC STRUCTURE ITEM ZONE PAINTING OF EXISTING STRUCTURE, BRIDGE #339	Lump Sum LS	30,000.00	30,000.00

## Contract Item Sheets For C204055

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0049	8860000000-N	SP	GENERIC STRUCTURE ITEM ZONE PAINTING OF EXISTING STRUCTURE, BRIDGE #344	Lump Sum LS	60,000.00	60,000.00
0050	8860000000-N	SP	GENERIC STRUCTURE ITEM ZONE PAINTING OF EXISTING STRUCTURE, BRIDGE #347	Lump Sum LS	60,000.00	60,000.00
0051	8867000000-E	SP	GENERIC STRUCTURE ITEM REMOVE AND RESET BRIDGE DECK MOUNTED GUARDRAIL FOR BRIDGE #358	242 LF	140.00	33,880.00
0052	8867000000-E	SP	GENERIC STRUCTURE ITEM REMOVE AND RESET BRIDGE DECK MOUNTED GUARDRAIL FOR BRIDGE #366	242 LF	140.00	33,880.00
0053	8867000000-E	SP	GENERIC STRUCTURE ITEM REMOVE AND RESET BRIDGE DECK MOUNTED GUARDRAIL FOR BRIDGE #369	270 LF	130.00	35,100.00
0054	8867000000-E	SP	GENERIC STRUCTURE ITEM REMOVE AND RESET BRIDGE DECK MOUNTED GUARDRAIL FOR BRIDGE #374	270 LF	130.00	35,100.00
0055	8881000000-E	SP	GENERIC STRUCTURE ITEM LATEX MODIFIED CONCRETE-VERY EARLY STRENGTH	377.2 CY	1,250.00	471,500.00
0056	8882000000-E	SP	GENERIC STRUCTURE ITEM CONCRETE FOR DECK REPAIR	40 CF	65.00	2,600.00
0057	8882000000-E	SP	GENERIC STRUCTURE ITEM ELASTOMERIC CONCRETE	117 CF	650.00	76,050.00
0058	8889000000-E	SP	GENERIC STRUCTURE ITEM BEAM PLATED REPAIR	1,155.9 LB	30.00	34,677.00
0059	8889000000-E	SP	GENERIC STRUCTURE ITEM BEAM SECTION REPLACEMENT AND STIFFENER/CONNECTOR PLATE REPAIR	37,850 LB	16.00	605,600.00
0060	8889000000-E	SP	GENERIC STRUCTURE ITEM STEEL CONNECTION HARDWARE	300 LB	5.00	1,500.00
0061	8889000000-E	SP	GENERIC STRUCTURE ITEM STEEL DIAPHRAGM REPLACEMENT	2,295 LB	24.00	55,080.00

## Contract Item Sheets For C204055

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0062	8892000000-E	SP	GENERIC STRUCTURE ITEM ANCHORED VENEER	17,075 SF	118.00	2,014,850.00
0063	8892000000-E	SP	GENERIC STRUCTURE ITEM BRIDGE JOINT DEMOLITION	468 SF	100.00	46,800.00
0064	8892000000-E	SP	GENERIC STRUCTURE ITEM EPOXY COATING	987.5 SF	2.00	1,975.00
0065	8893000000-E	SP	GENERIC STRUCTURE ITEM HYDRO-DEMOLITION OF BRIDGE DECK	4,548 SY	110.00	500,280.00
0066	8893000000-E	SP	GENERIC STRUCTURE ITEM PLACING & FINISHING LATEX MODIFIED CONC. OVERLAY-VERY EARLY STRENGTH	4,548 SY	30.00	136,440.00
0067	8893000000-E	SP	GENERIC STRUCTURE ITEM SCARIFYING BRIDGE DECK	4,548 SY	58.00	263,784.00
0068	8897000000-N	SP	GENERIC STRUCTURE ITEM BRIDGE JACKING	160 EA	1,000.00	160,000.00
0069	8897000000-N	SP	GENERIC STRUCTURE ITEM ELASTOMERIC BEARING, MODIFIED TYPE I-A	64 EA	160.00	10,240.00
0070	8897000000-N	SP	GENERIC STRUCTURE ITEM ELASTOMERIC BEARING, MODIFIED TYPE I-B	48 EA	170.00	8,160.00
0071	8897000000-N	SP	GENERIC STRUCTURE ITEM ELASTOMERIC BEARING, MODIFIED TYPE I-C	16 EA	180.00	2,880.00
0072	8897000000-N	SP	GENERIC STRUCTURE ITEM STEEL KEEPER ANGLE ASSEMBLY	80 EA	1,000.00	80,000.00
0073	8897000000-N	SP	GENERIC STRUCTURE ITEM STEEL PLATE BEARING	1 EA	500.00	500.00
0074	8897000000-N	SP	GENERIC STRUCTURE ITEM STUB COLUMN ASSEMBLY	34 EA	2,800.00	95,200.00

TOTAL AMOUNT OF BID FOR ENTIRE PROJECT

**\$8,672,508.80**

Contract No. C204055  
County Buncombe

Rev. 1-16-18

**EXECUTION OF CONTRACT  
NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION**

**CORPORATION**

The Contractor declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States 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, that the Contractor has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion 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 exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR  
GLF CONSTRUCTION CORPORATION**

Full name of Corporation

1428 Brickell Avenue, Suite 700, Miami, Florida 33131

Address as Prequalified

Attest

*Thelma E. Garcia*  
Secretary/~~Assistant Secretary~~  
Select appropriate title

By

*Francesco Senis*  
President/~~Vice President/Assistant Vice President~~  
Select appropriate title

Thelma E. Garcia

Print or type Signer's name

Francesco Senis

Print or type Signer's name

**CORPORATE SEAL**



## DEBARMENT CERTIFICATION

### Conditions for certification:

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

### DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

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

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

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


Check here if an explanation is attached to this certification.



Contract No. C204055

County (ies): Buncombe

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

DocuSigned by:  
  
F81B6038A47A442...  
Contract Officer

2/6/2018  
Date

Execution of Contract and Bonds  
Approved as to Form:

DocuSigned by:  
  
5FBB00F03D07403...  
Attorney General

2/6/2018  
Date

Signature Sheet (Bid - Acceptance by Department)

Contract No. C204055  
County Buncombe

Rev 5-17-11

Bond No. 9041632  
Bond issued in two (2) original counterparts

**CONTRACT PAYMENT BOND**

Date of Payment Bond Execution January 29, 2018

Name of Principal Contractor GLF Construction Corporation

Name of Surety: Fidelity and Deposit Company of Maryland

Name of Contracting Body: **North Carolina Department of Transportation**  
**Raleigh, North Carolina**

Amount of Bond: \$8,672,508.80 EIGHT MILLION SIX HUNDRED SEVENTY  
TWO THOUSAND FIVE HUNDRED EIGHT & 80/100

Contract ID No.: C204055

County Name: BUNCOMBE

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

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

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

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

Contract No.  
County

C204055  
BUNCOMBE

Rev 5-17-11

**CONTRACT PAYMENT BOND**



Fidelity and Deposit Company of Maryland

Print or type Surety Company Name

By Joseph Dobkowski, Jr., Attorney-In-Fact &  
Licensed NC Non-Resident Agent

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

*Joseph Dobkowski, Jr.*  
Signature of Attorney-in-Fact



*Adrienne Scalera*

Signature of Witness

Adrienne Scalera

Print or type Signer's name

c/o Alliant Insurance Services, Inc.  
67 Walnut Ave., Suite 406, Clark, NJ 07066

Address of Attorney-in-Fact

Contract No.  
County

C204055  
Buncombe

Rev 5-17-11

**CONTRACT PAYMENT BOND**

**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

GLF Construction Corporation

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

1428 Brickell Avenue, Suite 700, Miami, FL 33131

\_\_\_\_\_  
Address as prequalified

By

*Francesco Senis*

\_\_\_\_\_  
Signature of President, ~~Vice President, Assistant Vice President~~  
Select appropriate title

Francesco Senis

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

*Affix Corporate Seal*



Attest

*Thelma E. Garcia*

\_\_\_\_\_  
Signature of Secretary, ~~Assistant Secretary~~  
Select appropriate title

Thelma E. Garcia

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

Contract No.  
County

C204055  
Buncombe

Rev 5-17-11

Bond No. 9041632  
BOND ISSUED IN TWO (2) ORIGINAL COUNTERPARTS

**CONTRACT PERFORMANCE BOND**

Date of Performance Bond Execution: January 29, 2018

Name of Principal Contractor: GLF Construction Corporation

Name of Surety: Fidelity and Deposit Company of Maryland

Name of Contracting Body: North Carolina Department of Transportation  
Raleigh, North Carolina

Amount of Bond: \$8,672,508.80 EIGHT MILLION SIX HUNDRED SEVENTY  
TWO THOUSAND FIVE HUNDRED EIGHT AND 80/100

Contract ID No.: C204055

County Name: Buncombe

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

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

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

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

Contract No.  
County

C204055  
Buncombe

Rev 5-17-11

**CONTRACT PERFORMANCE BOND**



*Affix Seal of Surety Company*

Fidelity and Deposit Company of Maryland

Print or type Surety Company Name

By Joseph Dobkowski, Jr., Attorney-In-Fact & Licensed NC Non-Resident Agent

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

*Joseph Dobkowski, Jr.*  
Signature of Attorney in Fact



*Adrienne Scalera*

Signature of Witness

Adrienne Scalera

Print or type Signer's name

c/o Alliant Insurance Services, Inc.,  
67 Walnut Ave., Suite 406, Clark, NJ 07066

Address of Attorney-in-Fact

Contract No.  
County

C204055  
Buncombe

Rev 5-17-11

**CONTRACT PERFORMANCE BOND**

**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

GLF Construction Corporation

Full name of Corporation

1428 Brickell Avenue, Suite 700, Miami, FL 33131

Address as prequalified

By

Francesco Senis  
Signature of President, ~~Vice President, Assistant Vice President~~  
Select appropriate title

Francesco Senis

Print or type Signer's name

*Affix Corporate Seal*



Attest

Thelma E. Garcia

Signature of Secretary, ~~Assistant Secretary~~  
Select appropriate title

Thelma E. Garcia

Print or type Signer's name

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Michael P. Bond, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kathleen M. CRISTIANO, Joseph DOBKOWSKI, JR. and Adrienne SCALERA, all of Clark, New Jersey, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of May, A.D. 2017.

ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

*Michael P. Bond*

By: *Michael P. Bond*  
Vice President



*Dawn E. Brown*

By: *Dawn E. Brown*  
Secretary

State of Maryland  
County of Baltimore

On this 11th day of May, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Michael P. Bond, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 29th day of January, 20 18.



Michael C. Fay, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.zurichna.com/en/claims](http://www.zurichna.com/en/claims)

