

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

C203908

CONTRACT AND
CONTRACT BONDS

FOR CONTRACT NO. C203908

WBS 50143.3.1 HSIP-1656(5)

T.I.P NO. W-5522

COUNTY OF WAKE

THIS IS THE ROADWAY & STRUCTURE CONTRACT

ROUTE NUMBER LENGTH 0.164 MILES

LOCATION PEDESTRIAN TUNNEL AT SR-1656 (TRINITY RD) AND SR-1658
(YOUTH CENTER DR).

CONTRACTOR CROWDER CONSTRUCTION COMPANY

ADDRESS P.O. BOX 30007

CHARLOTTE, NC 28230

BIDS OPENED JANUARY 16, 2018

CONTRACT EXECUTION 2/8/2018

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

PROPOSAL

INCLUDES ADDENDUM No. 1 DATED 01-09-2018

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

CONTRACT ID C203908
WBS 50143.3.1

FEDERAL-AID NO. HSIP-1656(5)

COUNTY WAKE

T.I.P. NO. W-5522

MILES 0.164

ROUTE NO.

LOCATION PEDESTRIAN TUNNEL AT SR-1656 (TRINITY RD) AND SR-1658
(YOUTH CENTER DR).

TYPE OF WORK GRADING, DRAINAGE, PAVING, AND CULVERT.

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

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. C203908 IN WAKE 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. C203908 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. C203908 in Wake 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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1/9/2018

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

(4-17-12)

108

SP1 G07 C

The date of availability for this contract is **March 1, 2018**.

The completion date for this contract is **March 14, 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 Hundred Dollars (\$ 200.00)** per calendar day. These liquidated damages will not be cumulative with any liquidated damages which may become chargeable under Intermediate Contract Time Number 1.

INTERMEDIATE CONTRACT TIME NUMBER 1, BONUS CLAUSE AND LIQUIDATED DAMAGES:

(7-1-95) (Rev. 2-21-12)

108

SP1 G13 A

Except for that work required under the Project Special Provisions entitled *Planting, Reforestation* and/or *Permanent Vegetation Establishment*, included elsewhere in this proposal, the Contractor will be required to complete all work included in this contract and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is **March 1, 2018**.

The completion date for this intermediate contract time is **September 15, 2018**. **The fourteen (14) calendar day time period required on Plan Sheet TMP-10 for advance placement of portable changeable message sign prior to road closure will be considered to be part of and included within the intermediate contract time.**

The Department desires that this intermediate contract work be completed by this date and that the Contractor pursue the work with such labor, equipment and materials as necessary to ensure that the intermediate date will be met without regard to time extensions and time reliefs provided for in the Specifications. Therefore, as full compensation for all extra costs involved, the Department agrees to pay as a bonus, the sum of **Fifty Thousand Dollars (\$ 50,000.00)** to the Contractor for satisfactorily completing this intermediate contract work on or prior to **August 15, 2018**. Should the Contractor fail to complete this intermediate contract work by this date, then normal time extension and time reliefs provided in the Specifications will apply and no bonus will be allowed.

The liquidated damages for this intermediate contract time are **Two Thousand Five Hundred Dollars (\$ 2,500.00)** per calendar day.

Upon apparent completion of all the work required to be completed by this intermediate date, a final inspection will be held in accordance with Article 105-17 and upon acceptance, the Department will assume responsibility for the maintenance of all work except *Planting, Reforestation* and/or *Permanent Vegetation Establishment*. The Contractor will be responsible for and shall make corrections of all damages to the completed roadway caused by his planting operations, whether occurring prior to or after placing traffic through the project.

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 C

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 **Youth Center Drive** during the following time restrictions:

DAY AND TIME RESTRICTIONS

**Monday thru Friday
6:00 AM to 9:00 AM
4:00 PM to 7:00 PM**

The time of availability for this intermediate contract time will be the time the Contractor begins to install traffic control devices required for the lane closures according to the time restrictions stated herein.

The completion time for this intermediate contract time will be the time the Contractor is required to complete the removal of traffic control devices required for the lane closures according to the time restrictions stated herein and restore traffic to the existing traffic pattern.

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

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:

(2-20-07) (Rev. 10-15-13)

108

SP1 G14 E

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for road closures and restoring traffic to the existing traffic pattern. The maximum allowable time for a road closure along **Youth Center Drive** for the purpose of **Drainage Installation** is **fifteen (15)** minutes during the following time restrictions:

DAY AND TIME RESTRICTIONS

**Monday thru Friday
6:00 AM to 9:00 AM
4:00 PM to 7:00 PM**

The Contractor shall reopen the travel lanes to traffic until any resulting traffic queue is depleted. For the purpose of **Drainage Installation**, there are no restrictions during other times.

The time of availability for this intermediate contract time will be the time the Contractor begins to install traffic control devices required for the road closures according to the time restrictions stated herein.

The completion time for this intermediate contract time will be the time the Contractor is required to complete the removal of traffic control devices required for the road closures according to the time restrictions stated herein and restore traffic to the existing traffic pattern.

The liquidated damages are **Five Hundred Dollars (\$ 500.00)** per **fifteen (15)** minute time period.

INTERMEDIATE CONTRACT TIME NUMBER 4 INCENTIVE AND DISINCENTIVE:

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

108

SP1 G14 F

The Contractor shall complete the work required of **Phase II, Steps #2 thru #4** as shown on Sheet **TMP-3** and shall place and maintain traffic on same.

The time of availability for this intermediate contract time is **March 1, 2018 at 7:00 PM.**

The completion time for this intermediate contract time is **August 1, 2018 at 6:00 AM.**

It is mutually agreed that time is of the essence in completing Intermediate Contract Time Number 4 and opening same to traffic. It is further mutually agreed a delay in completing this work will result in damage due to increased engineering and inspection costs to the Department, great hardship to the general public, public inconvenience, and obstruction of traffic, interference with business and increased cost of maintaining traffic.

By reason of the necessity of expeditious completion of the work included in Intermediate Contract Time Number 4 and placing and maintaining traffic on same, it is mutually agreed the Contractor shall receive an incentive payment of **Five Thousand Dollars (\$ 5,000.00)** per calendar day for each day prior to the completion time established for Intermediate Contract Time Number 4 that this work is completed. Incentive payment shall be limited to a maximum of **One Hundred Sixty-Five Thousand Dollars (\$ 165,000.00)**. No incentive payment shall be allowed for any calendar day after the completion time established for Intermediate Contract Time Number 4 that this work remains incomplete. **This time shall be utilized in determining incentive payments and it shall not be revised for any reason whatsoever.** Incentive payment determined to be due the Contractor, shall be paid by the Department within **forty-five (45)** calendar days after completion of all the work. No incentive payment shall be allowed if the contract is terminated under the provisions of Article 108.13.

Disincentive of **Five Thousand Dollars (\$ 5,000.00)** per calendar day shall be assessed the Contractor for each day, or portion thereof, beyond the completion time established for Intermediate Contract Time Number 4 that the work is not completed.

PERMANENT VEGETATION ESTABLISHMENT:

(2-16-12) (Rev. 10-15-13)

104

SP1 G16

Establish a permanent stand of the vegetation mixture shown in the contract. During the period between initial vegetation planting and final project acceptance, perform all work necessary

to establish permanent vegetation on all erodible areas within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the applicable section of the *2018 Standard Specifications*. All work required for initial vegetation planting shall be performed as a part of the work necessary for the completion and acceptance of the Intermediate Contract Time (ICT). Between the time of ICT and Final Project acceptance, or otherwise referred to as the vegetation establishment period, the Department will be responsible for preparing the required National Pollutant Discharge Elimination System (NPDES) inspection records.

Once the Engineer has determined that the permanent vegetation establishment requirement has been achieved at an 80% vegetation density (the amount of established vegetation per given area to stabilize the soil) and no erodible areas exist within the project limits, the Contractor will be notified to remove the remaining erosion control devices that are no longer needed. The Contractor will be responsible for, and shall correct any areas disturbed by operations performed in permanent vegetation establishment and the removal of temporary erosion control measures, whether occurring prior to or after placing traffic on the project.

Payment for *Response for Erosion Control, Seeding and Mulching, Repair Seeding, Supplemental Seeding, Mowing, Fertilizer Topdressing, Silt Excavation, and Stone for Erosion Control* will be made at contract unit prices for the affected items. Work required that is not represented by contract line items will be paid in accordance with Articles 104-7 or 104-3 of the *2018 Standard Specifications*. No additional compensation will be made for maintenance and removal of temporary erosion control items.

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
110 —	Foundation Excavation (Retaining Wall)
121 —	Class AA Concrete, Retaining Wall
122 —	Class AA Concrete, Underpass
124 —	Underpass Excavation

SPECIALTY ITEMS:

(7-1-95)(Rev. 1-17-12)

108-6

SP1 G37

Items listed below will be the specialty items for this contract (see Article 108-6 of the 2018 Standard Specifications).

Line #	Description
38 - 41	Guardrail
44 - 45	Fencing
59 - 61	Long-Life Pavement Markings
64	Permanent Pavement Markers
65 - 81	Lighting
82 - 106	Erosion Control

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:

	<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2018	(7/01/17 - 6/30/18)	76% of Total Amount Bid
2019	(7/01/18 - 6/30/19)	24% 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 **8.0** %

- (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 (2nd and 3rd 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.

CONTRACTOR'S LICENSE REQUIREMENTS:

(7-1-95)

102-14

SP1 G88

If the successful bidder does not hold the proper license to perform any plumbing, heating, air conditioning, or electrical work in this contract, he will be required to sublet such work to a contractor properly licensed in accordance with *Article 2 of Chapter 87 of the General Statutes* (licensing of heating, plumbing, and air conditioning contractors) and *Article 4 of Chapter 87 of the General Statutes* (licensing of electrical contractors).

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."

SUBSURFACE INFORMATION:

(7-1-95)

450

SP1 G112 D

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

TWELVE MONTH GUARANTEE:

(7-15-03)

108

SP1 G145

- (A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Department, and/or for use in excess of the design.
- (B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the

manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

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

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

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

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:

(1-16-07) (Rev 11-22-16)

105-16, 225-2, 16

SP1 G180

General

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

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

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

Roles and Responsibilities

- (A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:
- (1) **Manage Operations** - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
 - (a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
 - (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
 - (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
 - (d) Implement the erosion and sediment control/stormwater site plans requested.
 - (e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
 - (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
 - (g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
 - (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
 - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
 - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
 - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.
 - (2) **Requirements set forth under the NPDES Permit** - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the

Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:

- (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
 - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days and within 24 hours after a rainfall event of 0.5 inch that occurs within a 24 hour period. Additional monitoring may be required at the discretion of Division of Water Resources personnel if the receiving stream is 303(d) listed for turbidity and the project has had documented problems managing turbidity.
 - (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
 - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
 - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
 - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
 - (g) Provide secondary containment for bulk storage of liquid materials.
 - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
 - (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.
- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:
- (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
 - (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
 - (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
 - (d) Conduct the inspections required by the NPDES permit.
 - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.

- (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
 - (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
 - (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
 - (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
 - (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.
- (B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:
- (1) Foreman in charge of grading activities
 - (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
 - (3) Foreman in charge of utility activities
- The Contractor may request to use the same person as the Level II Supervisor and Level II Foreman. This person shall be onsite whenever construction activities as described above are taking place. This request shall be approved by the Engineer prior to work beginning.
- The Contractor may request to name a single Level II Foreman to oversee multiple construction activities on small bridge or culvert replacement projects. This request shall be approved by the Engineer prior to work beginning.
- (C) *Certified Installers* - Provide at least one onsite, Level I Certified Installer for each of the following erosion and sediment control/stormwater crew:
- (1) Seeding and Mulching
 - (2) Temporary Seeding
 - (3) Temporary Mulching
 - (4) Sodding
 - (5) Silt fence or other perimeter erosion/sediment control device installations
 - (6) Erosion control blanket installation
 - (7) Hydraulic tackifier installation
 - (8) Turbidity curtain installation
 - (9) Rock ditch check/sediment dam installation
 - (10) Ditch liner/matting installation
 - (11) Inlet protection
 - (12) Riprap placement
 - (13) Stormwater BMP installations (such as but not limited to level spreaders, retention/detention devices)
 - (14) Pipe installations within jurisdictional areas

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

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

Preconstruction Meeting

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

Ethical Responsibility

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

Revocation or Suspension of Certification

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

The Chief Engineer may recommend suspension or permanent revocation of certification due to the following:

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

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

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

Chief Engineer
1536 Mail Service Center
Raleigh, NC 27699-1536

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

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

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

Measurement and Payment

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

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 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****CLEARING AND GRUBBING - METHOD III:**

(4-6-06) (Rev.8-18-15)

200

SP2 R02B

Perform clearing on this project to the limits established by Method "III" shown on Standard Drawing No. 200.03 of the *2018 Roadway Standard Drawings*. Conventional clearing methods may be used except where permit drawings or conditions have been included in the proposal which require certain areas to be cleared by hand methods.

BURNING RESTRICTIONS:

(7-1-95)

200, 210, 215

SP2 R05

Open burning is not permitted on any portion of the right-of-way limits established for this project. Do not burn the clearing, grubbing or demolition debris designated for disposal and generated from the project at locations within the project limits, off the project limits or at any waste or borrow sites in this county. Dispose of the clearing, grubbing and demolition debris by means other than burning, according to state or local rules and regulations.

SHOULDER AND FILL SLOPE MATERIAL:

(5-21-02)

235, 560

SP2 R45 A

Description

Perform the required shoulder and slope construction for this project in accordance with the applicable requirements of Section 560 and Section 235 of the *2018 Standard Specifications*.

Measurement and Payment

Where the material has been obtained from an authorized stockpile or from a borrow source and *Borrow Excavation* is not included in the contract, no direct payment will be made for this work, as the cost of this work will be part of the work being paid at the contract lump sum price for *Grading*. If *Borrow Excavation* is included in this contract and the material has been obtained from an authorized stockpile or from a borrow source, measurement and payment will be as provided in Section 230 of the *2018 Standard Specifications* for *Borrow Excavation*.

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**.

FINAL SURFACE TESTING NOT REQUIRED:

(5-18-04) (Rev. 2-16-16)

610

SP6 R45

Final surface testing is not required on this project in accordance with Section 610-13, *Final Surface Testing and Acceptance*.

REMOVABLE BOLLARDS:

Furnish and install removable bollards in accordance with the detail in the plans, at locations shown in the plans and as directed by the Engineer.

Install bollards plum and true to line as shown in the detail and in accordance with all applicable portions of Section 825 and 1000 of the *Standard Specifications*.

Bollards (Removable) will be measured and paid for as the actual number of removable bollards installed and accepted. Such payment will be full compensation for all materials, labor, equipment and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Bollards (Removable)	Each

PERMANENT BOLLARDS:

Furnish and install non-removable bollards in accordance with the detail in the plans, at locations shown in the plans and as directed by the Engineer.

Install bollards plum and true to line as shown in the detail and in accordance with all applicable portions of Section 825 and 1000 of the *Standard Specifications*.

Bollards (Permanent) will be measured and paid for as the actual number of permanent bollards installed and accepted. Such payment will be full compensation for all materials, labor, equipment and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Bollards (Permanent)	Each

STEEL PIPE GATE:**Description**

Construct steel pipe gate at locations indicated in the plans, in accordance with the contract documents, the applicable requirements of the *Standard Specifications* and as directed by the Engineer.

Measurement and Payment

30' Steel Pipe Gate will be measured and paid for per each. Such price and payment will be full compensation for all materials, labor and incidentals necessary to satisfactorily complete the work.

FOUNDATIONS AND ANCHOR ROD ASSEMBLIES FOR METAL POLES:

(1-17-12) (Rev. 1-16-18)

9, 14, 17

SP9 R05

Description

Foundations for metal poles include foundations for signals, cameras, overhead and dynamic message signs (DMS) and high mount and light standards supported by metal poles or upright trusses. Foundations consist of footings with pedestals and drilled piers with or without grade beams or wings. Anchor rod assemblies consist of anchor rods (also called anchor bolts) with nuts and washers on the exposed ends of rods and nuts and a plate or washers on the other ends of rods embedded in the foundation.

Construct concrete foundations with the required resistances and dimensions and install anchor rod assemblies in accordance with the contract and accepted submittals. Construct drilled piers consisting of cast-in-place reinforced concrete cylindrical sections in excavated holes. Provide temporary casings or polymer slurry as needed to stabilize drilled pier excavations. Use a prequalified Drilled Pier Contractor to construct drilled piers for metal poles. Define "excavation" and "hole" as a drilled pier excavation and "pier" as a drilled pier.

This provision does not apply to foundations for signal pedestals; see Section 1743 of the 2018 Standard Specifications and 2018 Roadway Standard Drawing No. 1743.01.

Materials

Refer to the 2018 Standard Specifications.

Item	Section
Conduit	1091-3
Grout, Type 2	1003
Polymer Slurry	411-2(B)(2)
Portland Cement Concrete	1000
Reinforcing Steel	1070
Rollers and Chairs	411-2(C)
Temporary Casings	411-2(A)

Provide Type 3 material certifications in accordance with Article 106-3 of the 2018 Standard Specifications for conduit, rollers, chairs and anchor rod assemblies. Store steel materials on blocking at least 12" above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Load, transport, unload and store foundation and anchor rod assembly materials so materials are kept clean and free of damage. Bent, damaged or defective materials will be rejected.

Use conduit type in accordance with the contract. Use Class A concrete for footings and pedestals, Class Drilled Pier concrete for drilled piers and Class AA concrete for grade beams and wings

including portions of drilled piers above bottom of wings elevations. Corrugated temporary casings may be accepted at the discretion of the Engineer. A list of approved polymer slurry products is available from:

connect.ncdot.gov/resources/Geological/Pages/Products.aspx

Provide anchor rod assemblies in accordance with the contract consisting of the following:

- (A) Straight anchor rods,
- (B) Heavy hex top and leveling nuts and flat washers on exposed ends of rods, and
- (C) Nuts and either flat plates or washers on the other ends of anchor rods embedded in foundations.

Do not use lock washers. Use steel anchor rods, nuts and washers that meet ASTM F1554 for Grade 55 rods and Grade A nuts. Use steel plates and washers embedded in concrete with a thickness of at least 1/4". Galvanize anchor rods and exposed nuts and washers in accordance with Article 1076-4 of the *2018 Standard Specifications*. It is not necessary to galvanize nuts, plates and washers embedded in concrete.

Construction Methods

Install the required size and number of conduits in foundations in accordance with the plans and accepted submittals. Construct top of piers, footings, pedestals, grade beams and wings flat, level and within 1" of elevations shown in the plans or approved by the Engineer. Provide an Ordinary Surface finish in accordance with Subarticle 825-6(B) of the *2018 Standard Specifications* for portions of foundations exposed above finished grade. Do not remove anchor bolt templates or pedestal or grade beam forms or erect metal poles or upright trusses onto foundations until concrete attains a compressive strength of at least 3,000 psi.

(A) Drilled Piers

Before starting drilled pier construction, hold a predrill meeting to discuss the installation, monitoring and inspection of the drilled piers. Schedule this meeting after the Drilled Pier Contractor has mobilized to the site. The Resident or Division Traffic Engineer, Contractor and Drilled Pier Contractor Superintendent will attend this predrill meeting.

Do not excavate holes, install piles or allow equipment wheel loads or vibrations within 20 ft of completed piers until 16 hours after Drilled Pier concrete reaches initial set.

Check for correct drilled pier alignment and location before beginning drilling. Check plumbness of holes frequently during drilling.

Construct drilled piers with the minimum required diameters shown in the plans. Install piers with tip elevations no higher than shown in the plans or approved by the Engineer.

Excavate holes with equipment of the sizes required to construct drilled piers. Depending on the subsurface conditions encountered, drilling through rock and boulders may be required. Do not use blasting for drilled pier excavations.

Contain and dispose of drilling spoils and waste concrete as directed and in accordance with Section 802 of the *2018 Standard Specifications*. Drilling spoils consist of all materials and fluids removed from excavations.

If unstable, caving or sloughing materials are anticipated or encountered, stabilize holes with temporary casings and/or polymer slurry. Do not use telescoping temporary casings. If it becomes necessary to replace a temporary casing during drilling, backfill the excavation, insert a larger casing around the casing to be replaced or stabilize the excavation with polymer slurry before removing the temporary casing.

If temporary casings become stuck or the Contractor proposes leaving casings in place, temporary casings should be installed against undisturbed material. Unless otherwise approved, do not leave temporary casings in place for mast arm poles and cantilever signs. The Engineer will determine if casings may remain in place. If the Contractor proposes leaving temporary casings in place, do not begin drilling until a casing installation method is approved.

Use polymer slurry and additives to stabilize holes in accordance with the slurry manufacturer's recommendations. Provide mixing water and equipment suitable for polymer slurry. Maintain the required slurry properties at all times except for sand content.

Define a "sample set" as slurry samples collected from mid-height and within 2 ft of the bottom of holes. Take sample sets from excavations to test polymer slurry immediately after filling holes with slurry, at least every 4 hours thereafter and immediately before placing concrete. Do not place Drilled Pier concrete until both slurry samples from an excavation meet the required polymer slurry properties. If any slurry test results do not meet the requirements, the Engineer may suspend drilling until both samples from a sample set meet the required polymer slurry properties.

Remove soft and loose material from bottom of holes using augers to the satisfaction of the Engineer. Assemble rebar cages and place cages and Drilled Pier concrete in accordance with Subarticle 411-4(E) of the *2018 Standard Specifications* except for the following:

- (1) Inspections for tip resistance and bottom cleanliness are not required,
- (2) Temporary casings may remain in place if approved, and
- (3) Concrete placement may be paused near the top of pier elevations for anchor rod assembly installation and conduit placement or
- (4) If applicable, concrete placement may be stopped at bottom of grade beam or wings elevations for grade beam or wing construction.

If wet placement of concrete is anticipated or encountered, do not place Drilled Pier concrete until a concrete placement procedure is approved. If applicable, temporary casings and fluids may be removed when concrete placement is paused or stopped in

accordance with the exceptions above provided holes are stable. Remove contaminated concrete from exposed Drilled Pier concrete after removing casings and fluids. If holes are unstable, do not remove temporary casings until a procedure for placing anchor rod assemblies and conduit or constructing grade beams or wings is approved.

Use collars to extend drilled piers above finished grade. Remove collars after Drilled Pier concrete sets and round top edges of piers.

If drilled piers are questionable, pile integrity testing (PIT) and further investigation may be required in accordance with Article 411-5 of the *2018 Standard Specifications*. A drilled pier will be considered defective in accordance with Subarticle 411-5(D) of the *2018 Standard Specifications* and drilled pier acceptance is based in part on the criteria in Article 411-6 of the *2018 Standard Specifications* except for the top of pier tolerances in Subarticle 411-6(C) of the *2018 Standard Specifications*.

If a drilled pier is under further investigation, do not grout core holes, backfill around the pier or perform any work on the drilled pier until the Engineer accepts the pier. If the drilled pier is accepted, dewater and grout core holes and backfill around the pier with approved material to finished grade. If the Engineer determines a pier is unacceptable, remediation is required in accordance with Article 411-6 of the *2018 Standard Specifications*. No extension of completion date or time will be allowed for remediation of unacceptable drilled piers or post repair testing.

Permanently embed a plate in or mark top of piers with the pier diameter and depth, size and number of vertical reinforcing bars and the minimum compressive strength of the concrete mix at 28 days.

(B) Footings, Pedestals, Grade Beams and Wings

Excavate as necessary for footings, grade beams and wings in accordance with the plans, accepted submittals and Section 410 of the *2018 Standard Specifications*. If unstable, caving or sloughing materials are anticipated or encountered, shore foundation excavations as needed with an approved method. Notify the Engineer when foundation excavation is complete. Do not place concrete or reinforcing steel until excavation dimensions and foundation material are approved.

Construct cast-in-place reinforced concrete footings, pedestals, grade beams and wings with the dimensions shown in the plans and in accordance with Section 825 of the *2018 Standard Specifications*. Use forms to construct portions of pedestals and grade beams protruding above finished grade. Provide a chamfer with a 3/4" horizontal width for pedestal and grade beam edges exposed above finished grade. Place concrete against undisturbed soil or backfill and fill in accordance with Article 410-8 of the *2018 Standard Specifications*. Proper compaction around footings and wings is critical for foundations to resist uplift and torsion forces.

(C) Anchor Rod Assemblies

Size anchor rods for design and the required projection above top of foundations. Determine required anchor rod projections from nut, washer and base plate thicknesses, the protrusion of 3 to 5 anchor rod threads above top nuts after tightening and the distance of one nut thickness between top of foundations and bottom of leveling nuts.

Protect anchor rod threads from damage during storage and installation of anchor rod assemblies. Before placing anchor rods in foundations, turn nuts onto and off rods past leveling nut locations. Turn nuts with the effort of one workman using an ordinary wrench without a cheater bar. Report any thread damage to the Engineer that requires extra effort to turn nuts.

Arrange anchor rods symmetrically about center of base plate locations as shown in the plans. Set anchor rod elevations based on required projections above top of foundations. Securely brace and hold rods in the correct position, orientation and alignment with a steel template. Do not weld to reinforcing steel, temporary casings or anchor rods.

Install top and leveling (bottom) nuts, washers and the base plate for each anchor rod assembly in accordance with the following procedure:

- (1) Turn leveling nuts onto anchor rods to a distance of one nut thickness between the top of foundation and bottom of leveling nuts. Place washers over anchor rods on top of leveling nuts.
- (2) Determine if nuts are level using a flat rigid template on top of washers. If necessary, lower leveling nuts to level the template in all directions or if applicable, lower nuts to tilt the template so the metal pole or upright truss will lean as shown in the plans. If leveling nuts and washers are not in full contact with the template, replace washers with galvanized beveled washers.
- (3) Verify the distance between the foundation and leveling nuts is no more than one nut thickness.
- (4) Place base plate with metal pole or upright truss over anchor rods on top of washers. High mount luminaires may be attached before erecting metal poles but do not attach cables, mast arms or trusses to metal poles or upright trusses at this time.
- (5) Place washers over anchor rods on top of base plate. Lubricate top nut bearing surfaces and exposed anchor rod threads above washers with beeswax, paraffin or other approved lubricant.
- (6) Turn top nuts onto anchor rods. If nuts are not in full contact with washers or washers are not in full contact with the base plate, replace washers with galvanized beveled washers.
- (7) Tighten top nuts to snug-tight with the full effort of one workman using a 12" wrench. Do not tighten any nut all at once. Turn top nuts in increments. Follow a star pattern cycling through each nut at least twice.
- (8) Repeat (7) for leveling nuts.
- (9) Replace washers above and below the base plate with galvanized beveled washers if the slope of any base plate face exceeds 1:20 (5%), any washer is not in firm contact with the base plate or any nut is not in firm contact with a washer. If any washers are replaced, repeat (7) and (8).

- (10) With top and leveling nuts snug-tight, mark each top nut on a corner at the intersection of 2 flats and a corresponding reference mark on the base plate. Mark top nuts and base plate with ink or paint that is not water-soluble. Use the turn-of-nut method for pretensioning. Do not pretension any nut all at once. Turn top nuts in increments for a total turn that meets the following nut rotation requirements:

NUT ROTATION REQUIREMENTS (Turn-of-Nut Pretensioning Method)	
Anchor Rod Diameter, inch	Requirement
$\leq 1 \frac{1}{2}$	1/3 turn (2 flats)
$> 1 \frac{1}{2}$	1/6 turn (1 flat)

Follow a star pattern cycling through each top nut at least twice.

- (11) Ensure nuts, washers and base plate are in firm contact with each other for each anchor rod. Cables, mast arms and trusses may now be attached to metal poles and upright trusses.
- (12) Between 4 and 14 days after pretensioning top nuts, use a torque wrench calibrated within the last 12 months to check nuts in the presence of the Engineer. Completely erect mast arm poles and cantilever signs and attach any hardware before checking top nuts for these structures. Check that top nuts meet the following torque requirements:

TORQUE REQUIREMENTS	
Anchor Rod Diameter, inch	Requirement, ft-lb
7/8	180
1	270
1 1/8	380
1 1/4	420
$\geq 1 \frac{1}{2}$	600

If necessary, retighten top nuts in the presence of the Engineer with a calibrated torque wrench to within ± 10 ft-lb of the required torque. Do not overtighten top nuts.

- (13) Do not grout under base plate.

Measurement and Payment

Foundations and anchor rod assemblies for metal poles and upright trusses will be measured and paid for elsewhere in the contract.

No payment will be made for temporary casings that remain in drilled pier excavations. No payment will be made for PIT. No payment will be made for further investigation of defective piers. Further investigation of piers that are not defective will be paid as extra work in accordance with Article 104-7 of the *2018 Standard Specifications*. No payment will be made for remediation of unacceptable drilled piers or post repair testing.

ROADWAY LIGHTING FOUNDATIONS:

(1-16-18)

SP14 R04

Description

Roadway lighting foundations include foundations for high mount and light standards. High mount foundations for high mount standards and standard foundations for light standards consist of drilled piers or footings with pedestals, conduit and anchor rod assemblies. Construct roadway lighting foundations in accordance with the contract, *2018 Roadway Standard Drawings* and accepted submittals. Define “high mount foundation” as a drilled pier including the conduit and anchor rod assembly that meets 2018 Roadway Standard Drawing No. 1402.01. Define “standard foundation” as a drilled pier or footing with pedestal including the conduit and anchor rod assembly that meets 2018 Roadway Standard Drawing No. 1405.01.

Materials

Use roadway lighting foundation materials that meet the *Foundations and Anchor Rod Assemblies for Metal Poles* provision. Provide metal shrouds for median mounted light standards in accordance with Subarticle 1400-4(I) of the *2018 Standard Specifications*.

Roadway Lighting Foundations**(A) High Mount Foundations**

Construct high mount foundations for the wind zone and high mount heights shown in the plans unless the following assumed site conditions are not applicable to high mount locations:

- (1) Soil with unit weight (γ) \geq 120 pcf and friction angle (ϕ) \geq 30°,
- (2) Groundwater at least 7 feet below finished grade and
- (3) Slope of finished grade 6:1 (H:V) or flatter.

A subsurface investigation and high mount foundation design are required if the Engineer determines these assumed site conditions do not apply to a high mount location and the high mount cannot be moved. Subsurface conditions requiring a high mount foundation design include but are not limited to weathered or hard rock, boulders, very soft or loose soil, muck or shallow groundwater. No extension of completion date or time will be allowed for subsurface investigations or high mount foundation designs.

(B) Standard Foundations

Construct standard foundation types for the light standard types shown in the plans and the site conditions at each light standard location. When weathered or hard rock, boulders or obstructions conflict with standard foundations, submit an alternate standard foundation design for acceptance in accordance with Article 105-2 of the *2018 Standard Specifications*. No extension of completion date or time will be allowed for alternate standard foundations.

Subsurface Investigations

Use a prequalified geotechnical consultant to perform one standard penetration test (SPT) boring in accordance with ASTM D1586 at each high mount location requiring a subsurface investigation. Rough grade high mount locations to within 2 ft of finished grade before beginning drilling. Drill borings to 2 drilled pier diameters below anticipated pier tip elevations or refusal, whichever is higher.

Use the computer software gINT version V8i or later manufactured by Bentley Systems, Inc. with the current NCDOT gINT library and data template to produce SPT boring logs. Provide boring logs sealed by a geologist or engineer licensed in the state of North Carolina.

High Mount Foundation Designs

Design high mount foundations for the wind zone and high mount heights shown in the plans and the slope of finished grade and subsurface conditions at each high mount location. Design drilled piers, footings and pedestals in accordance with the *AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*.

Design drilled piers for side resistance only in accordance with Section 4.6 of the *AASHTO Standard Specifications for Highway Bridges*. Use the computer software LPILE version 2016 or later manufactured by Ensoft, Inc. to analyze drilled piers. Provide drilled pier designs with a horizontal deflection of less than 0.5" at top of piers.

Design footings in accordance with Section 4.4 of the *AASHTO Standard Specifications for Highway Bridges*. Do not use an allowable bearing pressure of more than 3,000 psf for footings. Submit boring logs, working drawings and design calculations for acceptance in accordance with Article 105-2 of the *2018 Standard Specifications*. Submit working drawings showing plan views, required foundation dimensions and elevations and typical sections with reinforcement, conduit and anchor rod assembly details. Include all boring logs, design calculations and LPILE output for high mount foundation design submittals. Have high mount foundations designed, detailed and sealed by an engineer licensed in the state of North Carolina.

Construction Methods

Grade around roadway lighting locations with cut and fill slopes as shown on 2018 Roadway Standard Drawing No. 1402.01 or 1405.01. Construct drilled piers, footings and pedestals and install anchor rod assemblies for roadway lighting foundations in accordance with the *Foundations and Anchor Rod Assemblies for Metal Poles* provision.

For median mounted light standards, place concrete for median barriers and underlying pedestals in the same pour. Construct concrete barriers in accordance with the contract and make concrete median barriers continuous through standard foundations. Coordinate construction of median mounted light standards with sign structures, concrete barriers, drainage structures, etc. to avoid conflicts.

Measurement and Payment

High Mount Foundations will be measured and paid in cubic yards. High mount foundations will be measured as the cubic yards of concrete shown on 2018 Roadway Standard Drawing No. 1402.01 for the high mount height and wind zone shown in the plans. All other high mount foundations will be measured as the cubic yards of foundation concrete for drilled piers, footings and pedestals shown in the accepted submittals. Subsurface investigations and high mount foundation designs required by the Engineer will be paid as extra work in accordance with Article 104-7 of the *2018 Standard Specifications*.

Standard Foundation ____ will be measured and paid in units of each. Standard foundations will be measured as the number of each standard foundation type. Alternate standard foundations will be measured as 1.5 times the number of each standard foundation type replaced.

The contract unit prices for *High Mount Foundations* and *Standard Foundation* ____ will be full compensation for providing labor, tools, equipment and foundation materials, stabilizing or shoring excavations, supplying and placing concrete, reinforcing steel, conduit, anchor rod assemblies and any incidentals necessary to construct roadway lighting foundations.

C203908 W-5522

R-11

Wake County

Payment will be made under:

Pay Item

High Mount Foundations
Standard Foundation _____

Pay Unit

Cubic Yard
Each

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:

<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. Of Seed</u>	<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. of Seed</u>
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

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 procedures 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 NC170103 01/06/2017 NC103

Z-103

Date: January 6, 2017

General Decision Number: NC170103 01/06/2017 NC103

Superseded General Decision Numbers: NC20160103

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Brunswick	Greene	Onslow
Cumberland	Hoke	Pender
Currituck	Johnston	Pitt
Edgecombe	Nash	Wake
Franklin	New Hanover	Wayne

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 that 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.

Modification Number
0

Publication Date
01/06/2017

SUNC2014-005 11/17/2014

	Rates	Fringes
BLASTER	21.04	
CARPENTER	13.72	
CEMENT MASON/CONCRETE FINISHER	14.48	
ELECTRICIAN		
Electrician	17.97	
Telecommunications Technician	16.79	.63
IRONWORKER	16.02	
LABORER		
Asphalt Raker and Spreader	12.46	
Asphalt Screed/Jackman	14.33	
Carpenter Tender	12.88	
Cement Mason/Concrete Finisher Tender	12.54	
Common or General	10.20	
Guardrail/Fence Installer	12.87	

	Rates	Fringes
Pipelaye	12.17	
Traffic Signal/Lighting Installer	14.89	
PAINTER		
Bridge	24.57	
POWER EQUIPMENT OPERATORS		
Asphalt Broom Tractor	11.85	
Bulldozer Fine	17.04	
Bulldozer Rough	14.34	
Concrete Grinder/Groover	20.34	2.30
Crane Boom Trucks	20.54	
Crane Other	20.08	
Crane Rough/All-Terrain	20.67	
Drill Operator Rock	14.38	
Drill Operator Structure	21.14	
Excavator Fine	16.60	
Excavator Rough	14.00	
Grader/Blade Fine	18.47	
Grader/Blade Rough	14.62	
Loader 2 Cubic Yards or Less	13.76	
Loader Greater Than 2 Cubic Yards	14.14	
Material Transfer Vehicle (Shuttle Buggy)	15.18	
Mechanic	17.55	
Milling Machine	15.36	
Off-Road Hauler/Water Tanker	11.36	
Oiler/Greaser	13.55	
Pavement Marking Equipment	12.11	
Paver Asphalt	15.59	
Paver Concrete	18.20	
Roller Asphalt Breakdown	12.45	
Roller Asphalt Finish	13.85	
Roller Other	11.36	
Scraper Finish	12.71	
Scraper Rough	11.35	
Slip Form Machine	16.50	
Tack Truck/Distributor Operator	14.52	
TRUCK DRIVER		
GVWR of 26,000 Lbs or Less	11.12	
GVWR of 26,000 Lbs or Greater	12.37	

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.

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

TEMPORARY SOIL NAIL WALLS:**(1-16-18)****Description**

Construct temporary soil nail walls consisting of soil nails spaced at a regular pattern and connected to a reinforced shotcrete face. A soil nail consists of a steel bar grouted in a drilled hole inclined at an angle below horizontal. At the Contractor's option, use temporary soil nail walls instead of temporary shoring for full cut sections. Design and construct temporary soil nail walls based on actual elevations and wall dimensions in accordance with the contract and accepted submittals. Use a prequalified Anchored Wall Contractor to construct temporary soil nail walls. Define "soil nail wall" as a temporary soil nail wall and "Soil Nail Wall Contractor" as the Anchored Wall Contractor installing soil nails and applying shotcrete. Define "nail" as a soil nail.

Provide positive protection for soil nail walls at locations shown in the plans and as directed. See *Temporary Shoring* provision for positive protection types and definitions.

Materials

Refer to Division 10 of the *Standard Specifications*.

Item	Section
Geocomposites	1056
Neat Cement Grout, Type 2	1003
Reinforcing Steel	1070
Shotcrete	1002
Select Material, Class IV	1016
Steel Plates	1072-2

Use Class IV select material for temporary guardrail. Provide soil nails consisting of grouted steel bars and nail head assemblies. Use deformed steel bars that meet AASHTO M 275 or M 31, Grade 60 or 75. Splice bars in accordance with Article 1070-9 of the *Standard Specifications*.

Fabricate centralizers from schedule 40 PVC plastic pipe or tube, steel or other material not detrimental to steel bars (no wood). Size centralizers to position bars within 1" of drill hole centers and allow tremies to be inserted to ends of holes. Use centralizers that do not interfere with grout placement or flow around bars.

Provide nail head assemblies consisting of nuts, washers and bearing plates. Use steel plates for bearing plates and steel washers and hex nuts recommended by the Soil Nail Manufacturer.

Provide Type 6 material certifications for soil nail materials in accordance with Article 106-3 of the *Standard Specifications*. Store steel materials on blocking at least 12" above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Load, transport, unload and store soil nail wall materials so materials are kept clean and free of damage. Bent, damaged or defective materials will be rejected.

Preconstruction Requirements**(A) Concrete Barrier**

Define "clear distance" behind concrete barrier as the horizontal distance between the

barrier and edge of pavement. The minimum required clear distance for concrete barrier is shown in the plans. At the Contractor's option or if the minimum required clear distance is not available, set concrete barrier next to and up against traffic side of soil nail walls except for barrier above walls. Concrete barrier with the minimum required clear distance is required above soil nail walls.

(B) Temporary Guardrail

Define "clear distance" behind temporary guardrail as the horizontal distance between guardrail posts and soil nail walls. At the Contractor's option or if clear distance for soil nail walls is less than 4 ft, use temporary guardrail with 8 ft posts and a clear distance of at least 2.5 ft. Place ABC in clear distance and around guardrail posts instead of pavement.

(C) Soil Nail Wall Designs

Before beginning soil nail wall design, survey existing ground elevations in the vicinity of wall locations to determine actual design heights (H). Use a prequalified Anchored Wall Design Consultant to design soil nail walls. Provide designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for the Anchored Wall Design Consultant.

Submit PDF files of working drawings and design calculations for soil nail wall designs in accordance with Article 105-2 of the *Standard Specifications*. Submit working drawings showing plan views, wall profiles, typical sections and details of soil nail wall design and construction sequence. Include details in working drawings of soil nail locations, unit grout/ground bond strengths, shotcrete reinforcement and if necessary, obstructions extending through walls or interfering with nails. Include details in construction sequence of excavation, grouting, installing reinforcement, nail testing and shotcreting with mix designs and shotcrete nozzleman certifications. Do not begin soil nail wall construction until a design submittal is accepted.

Design soil nail walls in accordance with the plans and allowable stress design method in the *FHWA Geotechnical Engineering Circular No. 7 "Soil Nail Walls"* (Publication No. FHWA-IF-03-017) unless otherwise required.

Design soil nails that meet the following unless otherwise approved:

- (1) Horizontal and vertical spacing of at least 3 ft,
- (2) Inclination of at least 12° below horizontal and
- (3) Diameter of 4" to 10".

Do not extend nails beyond right-of-way or easement limits. If existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with nails, maintain a clearance of at least 6" between obstructions and nails.

Design soil nail walls for a traffic surcharge of 250 psf if traffic will be above and within H of walls. This traffic surcharge does not apply to construction traffic. Design soil nail walls for any construction surcharge if construction traffic will be above and within H of walls. For temporary guardrail with 8 ft posts above soil nail walls, analyze walls for a horizontal load of 300 lb/ft of wall.

Place geocomposite drain strips with a horizontal spacing of no more than 10 ft and center strips between adjacent nails. Attach drain strips to excavation faces. Use shotcrete at least 4" thick and reinforce shotcrete with #4 waler bars around nail heads. Two waler bars (one on each side of nail head) in the horizontal and vertical directions are required for a total of 4 bars per nail.

(D) Preconstruction Meeting

Before starting soil nail wall construction, hold a preconstruction meeting to discuss the construction, inspection and testing of the soil nail walls. If this meeting occurs before all soil nail wall submittals have been accepted, additional preconstruction meetings may be required before beginning construction of soil nail walls without accepted submittals. The Resident, District or Bridge Maintenance Engineer, Area Construction Engineer, Geotechnical Operations Engineer, Contractor and Soil Nail Wall Contractor Superintendent will attend preconstruction meetings.

(E) Preconstruction Meeting

Before beginning wall construction, provide preconstruction test panels in accordance with Subarticle 1002-3(D) of the *Standard Specifications*.

Construction Methods

Control drainage during construction in the vicinity of soil nail walls. Direct run off away from soil nail walls and areas above and behind walls.

Install foundations located behind soil nail walls before beginning wall construction. Do not excavate behind soil nail walls. If overexcavation occurs, repair walls with an approved method and a revised soil nail wall design may be required.

Install positive protection in accordance with the contract and accepted submittals. Use PCB in accordance with Section 1170 of the *Standard Specifications* and Roadway Standard Drawing No. 1170.01. Use temporary guardrail in accordance with Section 862 of the *Standard Specifications* and Roadway Standard Drawing No. 862.01, 862.02 and 862.03.

(A) Excavation

Excavate for soil nail walls from the top down in accordance with the accepted submittals. Excavate in staged horizontal lifts with no negative batter (excavation face leaning forward). Excavate lifts in accordance with the following:

- (1) Heights not to exceed vertical nail spacing,
- (2) Bottom of lifts no more than 3 ft below nail locations for current lift and
- (3) Horizontal and vertical alignment within 6" of location shown in the accepted submittals.

Remove any cobbles, boulders, rubble or debris that will protrude more than 2" into the required shotcrete thickness. Rocky ground such as colluvium, boulder fills and weathered rock may be difficult to excavate without leaving voids.

Apply shotcrete to excavation faces within 24 hours of excavating each lift unless otherwise approved. Shotcreting may be delayed if it can be demonstrated that delays will not adversely affect excavation stability. If excavation faces will be exposed for

more than 24 hours, use polyethylene sheets anchored at top and bottom of lifts to protect excavation faces from changes in moisture content.

If an excavation becomes unstable at any time, suspend soil nail wall construction and temporarily stabilize the excavation by immediately placing an earth berm up against the unstable excavation face. When this occurs, repair walls with an approved method and a revised soil nail wall design may be required.

Do not excavate the next lift until nail installations and testing and shotcrete application for the current lift are accepted and grout and shotcrete for the current lift have cured at least 3 days and 1 day, respectively.

(B) Soil Nails

Drill and grout nails the same day and do not leave drill holes open overnight. Control drilling and grouting to prevent excessive ground movements, damaging structures and pavements or fracturing rock and soil formations. If ground heave or subsidence occurs, suspend soil nail wall construction and take corrective action to minimize movement. If property damage occurs, make repairs with an approved method and a revised soil nail wall design may be required.

(1) Drilling

Use drill rigs of the sizes necessary to install soil nails and with sufficient capacity to drill through whatever materials are encountered. Drill straight and clean holes with the dimensions and inclination shown in the accepted submittals. Drill holes within 6" of locations and 2° of inclination shown in the accepted submittals unless otherwise approved.

Stabilize drill holes with temporary casings if unstable, caving or sloughing material is anticipated or encountered. Do not use drilling fluids to stabilize drill holes or remove cuttings.

(2) Steel Bars

Center steel bars in drill holes with centralizers. Securely attach centralizers along bars at no more than 8 ft centers. Attach uppermost and lowermost centralizers 18" from excavation faces and ends of holes.

Do not insert steel bars into drill holes until hole locations, dimensions, inclination and cleanliness are approved. Do not vibrate, drive or otherwise force bars into holes. If a steel bar cannot be completely and easily inserted into a drill hole, remove the bar and clean or redrill the hole.

(3) Grouting

Remove oil, rust inhibitors, residual drilling fluids and similar foreign materials from holding tanks/hoppers, stirring devices, pumps, lines, tremie pipes and any other equipment in contact with grout before use. Measure grout temperature, density and flow during grouting with at least the same frequency grout cubes are made for compressive strength. Perform density and flow field tests in the presence of the Engineer in accordance with American National Standards Institute/American Petroleum Institute Recommended Practice 13B-1 (Section 4,

Mud Balance) and ASTM C939 (Flow Cone), respectively.

Inject grout at the lowest point of drill holes through tremies, e.g., grout tubes, casings, hollow-stem augers or drill rods, in one continuous operation. Fill drill holes progressively from ends of holes to excavation faces and withdraw tremies at a slow even rate as holes are filled to prevent voids in grout. Extend tremies into grout at least 5 ft at all times except when grout is initially placed in holes.

Provide grout free of segregation, intrusions, contamination, structural damage or inadequate consolidation (honeycombing). Cold joints in grout are not allowed except for test nails. Remove any temporary casings as grout is placed and record grout volume for each drill hole.

(4) **Nail Heads**

Install nail head assemblies after shotcreting. Before shotcrete reaches initial set, seat bearing plates and tighten nuts so plates contact shotcrete uniformly. If uniform contact is not possible, install nail head assemblies on mortar pads so nail heads are evenly loaded.

(C) **Drain Strips**

Install geocomposite drain strips as shown in the accepted submittals. Before installing shotcrete reinforcement, place drain strips with the geotextile side against excavation faces. For highly irregular faces and at the discretion of the Engineer, drain strips may be placed after shotcreting over weep holes through the shotcrete. Hold drain strips in place with anchor pins so strips are in continuous contact with surfaces to which they are attached and allow for full flow the entire height of soil nail walls. Discontinuous drain strips are not allowed. If splices are needed, overlap drain strips at least 12" so flow is not impeded. Cut off excess drain strip length and expose strip ends below shotcrete when soil nail wall construction is complete.

(D) **Shotcrete**

Clean ungrouted zones of drill holes and excavation faces of loose materials, mud, rebound and other foreign material. Moisten surfaces to receive shotcrete. Install shotcrete reinforcement in accordance with the contract and accepted submittals. Secure reinforcing steel so shooting does not displace or vibrate reinforcement. Install approved thickness gauges on 5 ft centers in the horizontal and vertical directions to measure shotcrete thickness.

Apply shotcrete in accordance with the contract, accepted submittals and Subarticle 1002-3(F) of the *Standard Specifications*. Use approved shotcrete nozzlemen who made satisfactory preconstruction test panels to apply shotcrete. Direct shotcrete at right angles to excavation faces except when shooting around reinforcing steel. Rotate nozzle steadily in small circular patterns and apply shotcrete from bottom of lifts up.

Make shotcrete surfaces uniform and free of sloughing or sagging. Completely fill ungrouted zones of drill holes and any other voids with shotcrete. Taper construction joints to a thin edge over a horizontal distance of at least the shotcrete thickness. Wet joint surfaces before shooting adjacent sections.

Repair surface defects as soon as possible after shooting. Remove any shotcrete which

lacks uniformity, exhibits segregation, honeycombing or lamination or contains any voids or sand pockets and replace with fresh shotcrete to the satisfaction of the Engineer. Protect shotcrete from freezing and rain until shotcrete reaches initial set.

(E) Construction Records

Provide 2 copies of soil nail wall construction records within 24 hours of completing each lift. Include the following in construction records:

- (1) Names of Soil Nail Wall Contractor, Superintendent, Nozzleman, Drill Rig Operator, Project Manager and Design Engineer;
- (2) Wall description, county, Department's contract, TIP and WBS element number;
- (3) Wall station and number and lift location, dimensions, elevations and description;
- (4) Nail locations, dimensions and inclinations, bar types, sizes and grades and temporary casing information;
- (5) Date and time drilling begins and ends, steel bars are inserted into drill holes, grout and shotcrete are mixed and arrives on-site and grout placement and shotcrete application begins and ends;
- (6) Grout volume, temperature, flow and density records;
- (7) Ground and surface water conditions and elevations if applicable;
- (8) Weather conditions including air temperature at time of grout placement and shotcrete application; and
- (9) All other pertinent details related to soil nail wall construction.

After completing each soil nail wall or stage of a wall, provide a PDF file of all corresponding construction records.

Nail Testing

“Proof tests” are performed on nails incorporated into walls, i.e., production nails. Define “test nail” as a nail tested with a proof test. Proof tests are typically required for at least one nail per nail row per soil nail wall or at least 5% of production nails, whichever is greater. More or less test nails may be required depending on subsurface conditions encountered. The Engineer will determine the number and locations of proof tests required. Do not test nails until grout and shotcrete attain the required 3 day compressive strength.

(A) Test Equipment

Use the following equipment to test nails:

- (1) Two dial gauges with rigid supports,
- (2) Hydraulic jack and pressure gauge and
- (3) Jacking block or reaction frame.

Provide dial gauges with enough range and precision to measure the maximum test nail movement to 0.001". Use pressure gauges graduated in 100 psi increments or less. Submit identification numbers and calibration records for load cells, jacks and pressure gauges with the soil nail wall design. Calibrate each jack and pressure gauge as a unit.

Align test equipment to uniformly and evenly load test nails. Use a jacking block or reaction frame that does not damage or contact shotcrete within 3 ft of nail heads. Place dial gauges opposite each other on either side of test nails and align gauges within 5° of bar inclinations. Set up test equipment so resetting or repositioning equipment during nail testing is not needed.

(B) Test Nails

Test nails include both unbonded and bond lengths. Grout only bond lengths before nail testing. Provide unbonded and bond lengths of at least 3 ft and 10 ft, respectively.

Steel bars for production nails may be overstressed under higher test nail loads. If necessary, use larger size or higher grade bars with more capacity for test nails instead of shortening bond lengths to less than the minimum required.

(C) Proof Tests

Determine maximum bond length (L_B) using the following:

$$L_B \leq (C_{RT} \times A_t \times f_y) / (Q_{ALL} \times 1.5)$$

Where,

- L_B = bond length (ft),
- C_{RT} = reduction coefficient, 0.9 for Grade 60 and 75 bars or 0.8 for Grade 150 bars,
- A_t = bar area (in²),
- f_y = bar yield stress (ksi) and
- Q_{ALL} = allowable unit grout/ground bond strength (kips/ft).

Determine design test load (DTL) based on as-built bond length and allowable unit grout/ground bond strength using the following:

$$DTL = L_B \times Q_{ALL}$$

Where,

- DTL = design test load (kips).

Perform proof tests by incrementally loading nails to failure or a load of 150% of DTL based on the following schedule:

Load	Hold Time
AL*	Until movement stabilizes
0.25 DTL	Until movement stabilizes
0.50 DTL	Until movement stabilizes
0.75 DTL	Until movement stabilizes
1.00 DTL	Until movement stabilizes
1.25 DTL	Until movement stabilizes
1.50 DTL	10 or 60 minutes (creep test)
AL*	1 minute

* Alignment load (AL) is the minimum load needed to align test equipment and should not exceed 0.05 DTL.

Reset dial gauges to zero after applying alignment load. Record test nail movement at

each load increment and monitor test nails for creep at the 1.5 DTL load increment. Measure and record movement during creep test at 1, 2, 3, 5, 6 and 10 minutes. If test nail movement between 1 and 10 minutes is greater than 0.04", maintain the 1.5 DTL load increment for an additional 50 minutes and record movement at 20, 30, 50 and 60 minutes. Repump jack as needed to maintain load during hold times.

(D) Test Nail Acceptance

Submit 2 copies of test nail records including load versus movement and time versus creep movement plots within 24 hours of completing each proof test. The Engineer will review the test nail records to determine if test nails are acceptable. Test nail acceptance is based in part on the following criteria.

- (1) Total movement during creep test is less than 0.04" between the 1 and 10 minute readings or less than 0.08" between the 6 and 60 minute readings and creep rate is linear or decreasing throughout hold time.
- (2) Total movement at maximum load exceeds 80% of the theoretical elastic elongation of the unbonded length.
- (3) Pullout failure does not occur at or before the 1.5 DTL load increment. Define "pullout failure" as the inability to increase load while movement continues. Record pullout failure load as part of test nail data.

Maintain stability of unbonded lengths for subsequent grouting. If a test nail is accepted but the unbonded length cannot be satisfactorily grouted, do not incorporate the test nail into the soil nail wall and add another production nail to replace the test nail.

If the Engineer determines a test nail is unacceptable, either perform additional proof tests on adjacent production nails or revise the soil nail design or installation methods for the production nails represented by the unacceptable test nail as determined by the Engineer. Submit a revised soil nail wall design for acceptance, provide an acceptable test nail with the revised design or installation methods and install additional production nails for the nails represented by the unacceptable test nail.

After completing nail testing for each soil nail wall or stage of a wall, provide a PDF file of all corresponding test nail records.

Measurement and Payment

Temporary soil nail walls will be measured and paid in square feet. Temporary soil nail walls will be paid for at the contract unit price for *Temporary Shoring*. Temporary soil nail walls will be measured as the square feet of exposed wall face area. No measurement will be made for any embedment or pavement thickness above soil nail walls.


The contract unit price for *Temporary Shoring* will be full compensation for providing soil nail wall designs, submittals, labor, tools, equipment and soil nail wall materials, excavating, hauling and removing excavated materials, installing and testing soil nails, grouting, shotcreting and supplying drain strips and any incidentals necessary to construct soil nail walls. No additional payment will be made and no extension of completion date or time will be allowed for repairing property damage, overexcavations or unstable excavations, unacceptable test nails or thicker shotcrete.

No payment will be made for temporary shoring not shown in the plans or required by the Engineer including shoring for OSHA reasons or the Contractor's convenience. No value engineering proposals will be accepted based solely on revising or eliminating shoring locations shown in the plans or estimated quantities shown in the bid item sheets as a result of actual field measurements or site conditions.

PCB will be measured and paid in accordance with Section 1170 of the *Standard Specifications*. No additional payment will be made for anchoring PCB for soil nail walls. Costs for anchoring PCB will be incidental to soil nail walls.

Temporary guardrail will be measured and paid for in accordance with Section 862 of the *Standard Specifications*.



DocuSigned by:

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**PROJECT SPECIAL PROVISIONS
LIGHTING**

1.00 DESCRIPTION

The work covered by this Section consists of furnishing, installing, connecting, and placing into satisfactory operating condition roadway lighting at locations shown on the plans. Perform all work in accordance with these Special Provisions, the Plans, the National Electrical Code, the National Electrical Safety Code, and North Carolina Department of Transportation "Standard Specifications for Roads and Structures" (*2018 Standard Specifications*).

Perform all work in conformance with Division 14 of the *2018 Standard Specifications* except as modified or added to by these Special Provisions. Install all bore pits outside the clear zone, as defined in the AASHTO Roadside Design Guide or as directed by the Engineer.

In addition to the requirements of Division 1400, other specific Sections of the *2018 Standard Specifications* applicable to the work on this project are listed below.

Section 1407	Electric Service Pole and Lateral
Section 1408	Light Control Equipment
Section 1409	Electrical Duct
Section 1410	Feeder Circuits
Section 1411	Electrical Junction Boxes

2.00 LIGHT CONTROL SYSTEM**2.10 DESCRIPTION**

Same as Article 1408-1.

2.20 MATERIALS

Same as Article 1408-2, except modify as follows:

- Page 14-17, revise paragraph starting on line 6 to read "Provide one 20 A, 4 pole mechanically held contactor that has coil clearing contacts and coil voltage rating as indicated in the plans. Contactor latching with hooks or semi-permanent magnets is unacceptable"
- Add the following paragraph to the end of the section:
"Provide 6 inch rigid galvanized steel guard posts embedded in concrete around the lighting control system as shown in the plans."

2.30 CONSTRUCTION METHODS

Same as Article 1408-3.

2.40 MEASUREMENT AND PAYMENT

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Same as Article 1408-4.

3.00 UNDERPASS LIGHTING**3.10 DESCRIPTION**

Furnish, install and place into satisfactory operation surface mounted luminaires with electrical circuitry, for underpass lighting as described in these Special Provisions and detailed in the plans. Work includes, but is not limited to, furnishing and installing underpass luminaires with LED light sources, internally mounted driver and mounting hardware as well as furnishing and installing junction boxes, conduit, conductors, expansion fittings, and attachment hardware.

The Contractor shall supply RAB Lighting LED luminaires as specified below, or approved equal.

# of Fixtures	Product Description	Catalog Part Number
12	Low-profile vandal-resistant luminaire with low glare drop lens, cast aluminum housing, type V distribution, LED light source with 4000K color temperature and a min. 1400 delivered lumens. Bronze finish.	VANLED-10-N

Any alternate luminaire submitted for approval must meet the minimum requirements in the sections below.

Third party certified photometric files in IES format are required to be submitted with the catalog cuts for the proposed LED roadway luminaire. Photometric files must show that proposed luminaire will meet or exceed the design shown in the plans.

The manufacturer shall state the Light Loss Factor (LLF) used in the photometric calculations for the proposed luminaire. LLF shall be calculated as follows:

$$\text{LLF} = \text{Lamp Lumen Depreciation (LLD)} \times \text{Luminaire Dirt Depreciation (LDD)}$$

- Lamp Lumen Depreciation (LLD) shall be the value calculated and reported by the manufacturer based on the LM-80 and TM-21 reports for the proposed fixture for 70,000 hours at 25° C.
- Luminaire Dirt Depreciation (LDD) = 0.90

3.20 MATERIALS**3.21 LUMINAIRE REQUIREMENTS****A. General Requirements**

- LM-79 photometric test reports shall be provided for all LED luminaires. LM-79 luminaire photometric reports shall be produced by an independent test laboratory and include the following:

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- Name of test laboratory. The test laboratory must hold National Voluntary Laboratory Accreditation Program (NVLAP) accreditation for the IES LM-79 test procedure or must be qualified, verified, and recognized through the U.S. Department of Energy's CALiPER program.
 - Report number
 - Date
 - Complete luminaire catalog number. Catalog number tested must match the catalog number of the luminaire submitted, except for variations which do not affect performance.
 - Description of luminaire, LED light source(s), and LED driver(s)
 - Goniophotometry
 - Colorimetry
-
- LM-80 lumen maintenance test report shall be provided for each respective LED light source.
 - Luminaire shall be constructed of a single piece die cast aluminum housing. Each luminaire shall be finished gray in color unless otherwise noted.
 - Provide a summary of reliability testing performed for LED driver.
 - Luminaires maximum total power consumption shall not exceed 20 watts. Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.
 - Luminaire shall have an IESNA distribution of Type V to meet the spacing, the average maintained footcandle level and the average to minimum uniformity ratio requirements shown on the plans. The same distribution type shall be used throughout the project.
 - Luminaire electrical components (driver and surge protection) shall meet the dust and moisture requirements of ingress protection (IP) rating of IP65. Luminaire optical compartments shall meet IP66 as specified in ANSI C136.25, minimum.
 - Luminaire shall have external and internal labels per ANSI C136.15 and ANSI C136.22, respectively. Internal label shall identify the manufacturer, year and month of manufacture and the manufacturer's part number.
 - Luminaires shall start and operate in -20°C to +40°C ambient.
 - Luminaires shall be rated for continuous service at an ambient temperature of 40°C (104°F)
 - Electrically test fully assembled luminaires before shipment from factory.
 - Luminaires shall be designed for ease of electrical component replacement.
 - LED light sources and drivers shall be RoHS compliant.
 - The luminaire manufacturer shall have no less than five (5) years of experience in manufacturing LED-based lighting products and the manufacturing facility must be ISO 9001 certified.
 - Nuts, bolts, and washers, etc. shall be made from 18-8 stainless steel, or steel conforming to ASTM A307 galvanized in accordance with ASTM A153.
 - Grommets shall be installed in cable entry holes. Cable entry holes shall be free from sharp edges which might cut conductors or an ungloved hand.

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- All conductors inside the luminaire shall be neatly secured with tie-wraps as needed to prevent pinch points and assist in trouble shooting.
- B. Driver
- Rated case temperature shall be suitable for operation in the luminaire operating in the ambient temperature range of -20°C to +40°C.
 - Shall be rated for 120-277VAC at 50/60 Hz, and shall operate normally for input voltage fluctuations of $\pm 10\%$.
 - Shall have a minimum Power Factor (PF) of 0.90 at full input power and across specified voltage range.
 - Shall provide UL Class II output.
- C. Surge Suppression
- Integral surge protection shall meet ANSI/IEEE C62.45 procedures based on ANSI/IEEE C62.41.2 definitions for standard and optional waveforms for location category C-High 10kV/10kA test, IEC 61000-4-2 (Electrostatic Discharge) 8kV Air/4kV Contact test and IEC 61000-4-4 (Fast Transients).
- D. Electromagnetic interference
- Luminaires shall have a maximum Total Harmonic Distortion (THD) of 20% at full input power and across specified voltage range.
 - Luminaires shall comply with FCC 47 CFR part 15 non-consumer RFI/EMI standards.
- E. Electrical safety testing
- Luminaires shall be listed for wet locations.
 - Luminaires shall be UL listed and labeled.
- F. Finish
- Luminaires shall be painted with a corrosion resistant polyester powdered paint with a minimum 2.0 mil thickness.
 - Exterior surfaces shall be smooth and free of burrs.
 - Color shall be Bronze.
- G. Thermal management
- Liquids or moving parts will not be allowed for thermal management.
- H. Color Quality
- Minimum Color Rendering Index (CRI) of 70 with a Correlated Color Temperature (CCT) of 4000K
- I. Optics
- Transmissive optical components shall be applied in accordance with OEM design guidelines to ensure suitability for the thermal/mechanical/chemical environment.

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- J. The following shall be in accordance with corresponding sections of ANSI C136.37
- All internal components shall be assembled and pre-wired using modular electrical connections.
 - Terminal blocks shall be used for incoming AC lines. Terminal blocks shall be easily accessible to installers or repair personnel. Wire nuts are prohibited inside the luminaire housing.
- K. Manufacturer or local sales representative shall provide installation and troubleshooting support via telephone and/or email.

3.22 CONDUIT AND WIRE REQUIREMENTS

Refer to Division 10

Item	Section
Conduit	1091-3
Wire and Cable	1091-2

Use rigid PVC conduit and wire in accordance with Article 1400-2 and PVC junction boxes as shown in the plans.

3.30 WARRANTY

Provide a minimum five-year warranty covering maintained integrity and functionality of the luminaire housing, wiring, and connections, LED light source(s) and LED driver. Negligible light output from more than 10 percent of the LED packages constitutes luminaire failure.

Warranty period shall begin after project acceptance by the Department. Supplier shall furnish documentation of warranty procedures to the Contractor stating that warranty is for NCDOT.

3.40 CONSTRUCTION METHODS

Level and secure each luminaire to underpass structure with concrete screws or wedge anchors. Adjust any luminaires, as directed by the Engineer, to provide optimal illumination distribution.

Clean the luminaire reflector after installation is complete. Ensure cleaning is done in accordance with the luminaire manufacturer's recommendations.

All LED packages on all luminaires must be operating normally at contract completion. Any luminaire displaying improper operating characteristics prior to contract completion will be replaced by the Contractor at no additional cost to the Department.

Install circuitry in accordance with Article 1400-4. Conduit and junction boxes to be embedded within concrete underpass structure. Securely fasten the conduit system within structure and ground per NEC requirements. Provide expansion fittings where required. Use galvanized steel or stainless steel attachment hardware.

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3.50 MEASUREMENT AND PAYMENT

The underpass luminaries measured as provided above will be paid for at the contract unit price per each “Underpass Luminaire - LED”. Such price and payment will be considered full compensation for providing and installing the LED luminaire on the underpass structure

The underpass circuitry measured as provided above and shown on the plans will be paid for at the contract lump sum price “Underpass Circuitry”. Such price and payment will be considered full compensation for providing and installing the conduit and wiring system from the circuit conductors to the LED underpass luminaire.

Payment will be made under:

Underpass Luminaire – LEDEach
 Underpass Circuitry at Station 15+58.....Lump Sum

4.00 PEDESTRIAN LIGHT STANDARDS

4.10 DESCRIPTION

Furnish, install and place into satisfactory operation luminaires installed on side arm mounted to a light standard as described in these Special Provisions and detailed in the plans, complete with all light sources, drivers, wiring inside standard from circuit conductors to luminaire, in-line breakaway fuseholders and fuses and ground wiring at the pole.

The Contractor shall supply Kim Lighting LED luminaires with bracket as specified below, or approved equal.

Type	# of Fixtures	Product Description	Catalog Part Number
60W LED	5	Architectural area luminaire with side mount arm, cast aluminum housing, type II distribution, LED light source with 4000K color temperature and a min. 4400 delivered lumens. Light Gray finish. Round aluminum, non-tapered pole, 4” diameter, 16 foot height. Light Gray Finish	Luminaire: SAR2-P35-40L-4K-240-LG-DF Pole: PRA16-4188
100W LED	6	Architectural area luminaire with side mount arm, cast aluminum housing, type II distribution, LED light source with 4000K color temperature and a min. 7800 delivered lumens. Light Gray finish. Round aluminum, non-tapered pole, 4” diameter, 16 foot height. Light Gray Finish	Luminaire: SAR2-P70-40L-4K-240-LG-DF Pole: PRA16-4188

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Any alternate luminaire submitted for approval must meet the minimum requirements in the sections below.

Third party certified photometric files in IES format are required to be submitted with the catalog cuts for the proposed LED roadway luminaire. Photometric files must show that proposed luminaire will meet or exceed the design shown in the plans.

The manufacturer shall state the Light Loss Factor (LLF) used in the photometric calculations for the proposed luminaire. LLF shall be calculated as follows:

LLF = Lamp Lumen Depreciation (LLD) x Luminaire Dirt Depreciation (LDD)

- Lamp Lumen Depreciation (LLD) shall be the value calculated and reported by the manufacturer based on the LM-80 and TM-21 reports for the proposed fixture for 70,000 hours at 25° C.
- Luminaire Dirt Depreciation (LDD) = 0.90

4.20 MATERIALS

4.21 LIGHT STANDARD LUMINAIRE REQUIREMENTS

A. General Requirements

- LM-79 photometric test reports shall be provided for all LED luminaires. LM-79 luminaire photometric reports shall be produced by an independent test laboratory and include the following:
 - Name of test laboratory. The test laboratory must hold National Voluntary Laboratory Accreditation Program (NVLAP) accreditation for the IES LM-79 test procedure or must be qualified, verified, and recognized through the U.S. Department of Energy's CALiPER program.
 - Report number
 - Date
 - Complete luminaire catalog number. Catalog number tested must match the catalog number of the luminaire submitted, except for variations which do not affect performance.
 - Description of luminaire, LED light source(s), and LED driver(s)
 - Goniophotometry
 - Colorimetry
- LM-80 lumen maintenance test report shall be provided for each respective LED light source.
- Luminaire shall be constructed of a single piece die cast aluminum housing. Each luminaire shall be finished gray in color unless otherwise noted.
- The luminaire shall have a 7 pin ANSI C136.41 compliant photocontrol receptacle for future expansion capabilities. Provide shorting caps to cover photocontrol receptacle for all luminaires.
- Provide a summary of reliability testing performed for LED driver.

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- Luminaires maximum total power consumption shall not exceed the values shown in the plans. Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.
- Luminaire shall have a maximum Backlight, Uplight & Glare (BUG) rating of 3-0-3 and an IESNA distribution of Type II to meet the spacing, the average maintained footcandle level and the average to minimum uniformity ratio requirements shown on the plans. The same BUG rating and distribution type shall be used throughout the project.
- Luminaire electrical components (driver and surge protection) shall meet the dust and moisture requirements of ingress protection (IP) rating of IP65. Luminaire optical compartments shall meet IP66 as specified in ANSI C136.25, minimum.
- Luminaire shall have external and internal labels per ANSI C136.15 and ANSI C136.22, respectively. Internal label shall identify the manufacturer, year and month of manufacture and the manufacturer's part number.
- Luminaire shall have an internal bubble level.
- Luminaires shall start and operate in -20°C to +40°C ambient.
- Luminaires shall be rated for continuous service at an ambient temperature of 40°C (104°F)
- Electrically test fully assembled luminaires before shipment from factory.
- Effective Projected Area (EPA) and weight of the luminaires shall not exceed 1.0 square feet and 46 lbs.
- Luminaires shall be designed for ease of electrical component replacement.
- Luminaires shall be rated for minimum 2G vibration, minimum, per ANSI C136.31.
- LED light sources and drivers shall be RoHS compliant.
- The luminaire manufacturer shall have no less than five (5) years of experience in manufacturing LED-based lighting products and the manufacturing facility must be ISO 9001 certified.
- Luminaire shall have a 1.25" to 2.0" adjustable tenon mount for connection to luminaire bracket arm assembly.
- Pole hardware, nuts, bolts, and washers, etc. shall be made from 18-8 stainless steel, or steel conforming to ASTM A307 galvanized in accordance with ASTM A153.
- Grommets shall be installed in cable entry holes. Cable entry holes shall be free from sharp edges which might cut conductors or an ungloved hand.
- All conductors inside the luminaire shall be neatly secured with tie-wraps as needed to prevent pinch points and assist in trouble shooting.

B. Driver

- Shall be 0V-10V dimmable.
- Rated case temperature shall be suitable for operation in the luminaire operating in the ambient temperature range of -20°C to +40°C.
- Shall be rated for 240VAC at 50/60 Hz, and shall operate normally for input voltage fluctuations of $\pm 10\%$.
- Shall have a minimum Power Factor (PF) of 0.90 at full input power and across specified voltage range.

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- Shall provide UL Class II output.
- C. Surge Suppression
- Integral surge protection shall meet ANSI/IEEE C62.45 procedures based on ANSI/IEEE C62.41.2 definitions for standard and optional waveforms for location category C-High 10kV/10kA test, IEC 61000-4-2 (Electrostatic Discharge) 8kV Air/4kV Contact test and IEC 61000-4-4 (Fast Transients).
- D. Electromagnetic interference
- Luminaires shall have a maximum Total Harmonic Distortion (THD) of 20% at full input power and across specified voltage range.
 - Luminaires shall comply with FCC 47 CFR part 15 non-consumer RFI/EMI standards.
- E. Electrical safety testing
- Luminaires shall be listed for wet locations.
 - Luminaires shall be UL listed and labeled.
- F. Finish
- Luminaires shall be painted with a corrosion resistant polyester powdered paint with a minimum 2.0 mil thickness.
 - Luminaires shall exceed a rating of six per ASTM D1654 after 1000 hours of salt spray fog testing per ASTM B117.
 - The coating shall exhibit no greater than 30% reduction of gloss per ASTM D523, after 500 hours of QUV testing at ASTM G154 Cycle 6.
 - Exterior surfaces shall be smooth and free of burrs.
 - Color shall be Light Gray.
- G. Thermal management
- Mechanical design of protruding external surfaces (heat sink fins) on roadway luminaries shall facilitate hose-down cleaning and discourage debris accumulation.
 - Liquids or moving parts will not be allowed for thermal management.
- H. Color Quality
- Minimum Color Rendering Index (CRI) of 70 with a Correlated Color Temperature (CCT) of 4000K
- I. Optics
- Transmissive optical components shall be applied in accordance with OEM design guidelines to ensure suitability for the thermal/mechanical/chemical environment.
- J. The following shall be in accordance with corresponding sections of ANSI C136.37
- All internal components shall be assembled and pre-wired using modular electrical connections.

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- Terminal blocks shall be used for incoming AC lines. Terminal blocks shall be easily accessible to installers or repair personnel. Wire nuts are prohibited inside the luminaire housing.

K. Latching and hinging

- Refractor and housing door holders and hinges shall be designed to maintain positive control of door to the luminaire body so as not to allow the accidental disengagement of either door.
- Drivers shall be mounted to a housing door designed to be opened from the bottom of the luminaire. Housing door shall allow easy removal for troubleshooting/repair on the ground.

L. Manufacturer or local sales representative shall provide installation and troubleshooting support via telephone and/or email.

4.22 LIGHT STANDARD POLE REQUIREMENTS**A. General Requirements**

- Pole shall be cast aluminum, one-piece construction with a height as specified.
- Pole shall have a 4" diameter straight round shaft made from ASTM 6061-T6 aluminum with flush-sided aluminum pole cap and access door.
- Pole shall be made from heavy wall, ASTM 356 cast aluminum. Minimum thickness of 0.156". Base cover shall be two-piece cast aluminum secured by stainless steel screws.
- Pole shall have minimum EPA wind rating at 100 mph of 4.0 SF.
- Pole to include grounding stud located within base opposite access door for connection to electrical grounding system.
- Pole hardware shall be stainless steel.
- Provide four, hot dip galvanized L-type anchor bolts which comply with the Standard Specifications and details shown in the plans as recommended by the manufacturer.
- Pole finish shall be Light Gray.

4.30 WARRANTY

Provide a minimum seven-year warranty covering maintained integrity and functionality of the luminaire housing, wiring, and connections, LED light source(s) and LED driver. Negligible light output from more than 10 percent of the LED packages constitutes luminaire failure.

Warranty period shall begin after project acceptance by the Department. Supplier shall furnish documentation of warranty procedures to the Contractor stating that warranty is for NCDOT.

4.40 CONSTRUCTION METHODS

Locate and install the pedestrian light standard as indicated on the plans or as directed by the Engineer and per manufacturer's instructions. Securely mount the standards on the anchor bolts,

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and plumb up with nuts torqued according to the manufacturer's recommendation. Mount luminaires so optics are oriented toward the pedestrian ramp. Level and secure each luminaire in all directions. Adjust any luminaires, as directed by the Engineer, to provide optimal illumination distribution.

Clean the luminaire reflector after installation is complete. Ensure cleaning is done in accordance with the luminaire manufacturer's recommendations.

All LED packages on all luminaires must be operating normally at contract completion. Any luminaire displaying improper operating characteristics prior to contract completion will be replaced by the Contractor at no additional cost to the Department.

4.50 MEASUREMENT AND PAYMENT

The roadway luminaries measured as provided above will be paid for at the contract unit price per each "Pedestrian Light Standard – () LED". Such price and payment will be considered full compensation for providing and installing the LED luminaire on the bracket arm, light standard, wiring inside the standard from the circuit conductors to the LED luminaire, in-line breakaway fuseholders with fuses and ground wiring at the pole on the light standard.

Payment will be made under:

Pedestrian Light Standard – () LED.....Each

5.00 PRIMARY ELECTRICAL SERVICE

5.10 DESCRIPTION

Furnish, install and place into satisfactory operation the overhead primary electrical service for the lighting control equipment as described in these Special Provisions and detailed in the plans. Work includes, but is not limited to, furnishing and installing pole-mounted distribution transformer, surge arrester, fused cutout switch and fuse, overhead distribution conductors, connectors, and splices, grounding, as well as furnishing all line hardware necessary for a complete installation.

5.20 MATERIALS

5.21 OVERHEAD DISTRIBUTION CONDUCTOR REQUIREMENTS

- A. Type AAC: Bare, all-aluminum, Alloy 1350-H19, complying with ASTM B 230/B 230M and ASTM B 231/B 231M.
- B. Size as shown on drawings.

5.22 GROUNDING REQUIREMENTS

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- A. Conductor: No 4 AWG minimum, bare, soft-drawn, annealed copper, complying with ASTM B 8.
- B. Ground Rod: Copper-clad, $\frac{3}{4}$ inch by 10 feet, complying with UL 467.

5.23 CONNECTOR AND SPLICE REQUIREMENTS

- A. Aluminum Composition to Aluminum Composition: Aluminum alloy, complying with UL 486A-486B
- B. Taps for Medium-Voltage Line Conductors: Hot-line clamps, screw type, with concealed threads. Listed for the combination of materials being connected.
- C. Splices under Tension: Compression type with strength exceeding the conductors spliced

5.24 SURGE ARRESTER REQUIREMENTS

- A. Distribution Class, Heavy-Duty Rated (10kA), Polymer enclosed, gapless, metal-oxide type, complying with IEEE C62.11 and NEMA LA 1.
- B. Voltage (MCOV) Rating: 9Kv (7.65kV)
- C. Provide Arrester line terminal wildlife guard and insulated hanger bracket for mounting to transformer.

5.25 FUSED CUTOFF SWITCH REQUIREMENTS

- A. Open polymer type, 100A continuous rated, 15kV rated, 10kA Asymmetrical Interrupting rating, complying with ANSI C37.41 and ANSI C37.42.
- B. Fuse: Enclosed link, Type K, rated 150% of the transformer full-load current.
- C. Included mounting bracket for pole attachment.

5.26 DISTRIBUTION TRANSFORMER REQUIREMENTS

- A. Single-phase, two-winding, single-bushing, liquid-filled, self-cooled, pole-mounting distribution type, suitable for external fuse and surge suppressor protection; complying with IEEE C57.12.00, IEEE C57.12.20, IEEE C57.12.31, and tested according to IEEE C57.12.90.
- B. Cooling and Temperature Rise: Class OA, 65 deg C.
- C. Insulating Liquid: Electrical Grade Mineral oil, ASTM D 3487, Type II.

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- D. BIL: 95kV, HV; 30kV, LV
- E. Primary Voltage: 12470GrdY/7200V
- F. Secondary Voltage: 120/240V
- G. Capacity: 25kVA
- H. Taps: Two, 2.5% above and below rated voltage. Tap changer shall have an external operating handle.
- I. Bushings, Tank and Cover
 - High-voltage porcelain bushing.
 - Tank wall mounted porcelain or polymer low-voltage bushings.
 - Tin-plated high and low-voltage bushing terminals to accommodate aluminum or copper conductor connections.
 - Mild steel tank with heavy-duty lifting lugs and hanger brackets per ANSI® requirements for pole mounting.
 - Automatic pressure relief valve.
 - Arrester mounting provisions.
 - Tank grounding provisions.
 - Low voltage neutral grounding strap.
 - KVA rating on tank wall.
 - Stencils and labels according to customer requirements.

5.27 LINE HARDWARE ACCESSORY REQUIREMENTS

- A. Hot-dipped, galvanized ferrous-metal items including, but not limited to, bolts, nuts, washers, anchors, eyebolts, and staples.

5.30 CONSTRUCTION METHODS

Notify NC State Fairgrounds a minimum of (3) three business days prior to start of electrical service work. Refer to plans for contact information. Coordinate installation requirements of site electrical service with State Fairgrounds.

Install conductors, cutout switch, surge arrestor, pole-mounted transformer, connectors and line hardware as indicated on the plans or as directed by NC State Fairgrounds and per manufacturer's recommendations. Comply with minimum clearances require by the National Electrical Safety Code, unless greater clearances are required by state or local codes or regulations. Exercise care to prevent kinking, twisting, or abrading conductors or grounding wire in any manner. Use kits listed for the specific type of splice and termination connection and combination of materials in the connection.

Comply with National Electrical Safety Code grounding requirements. Provide grounding materials, taps, and jumpers as required. Drive top of ground rod at least 4 inches below finished

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grade. Provide irreversible compression clamp connections below grade. Install additional ground rods, a minimum of 6' apart, if resistance to ground exceeds 25 ohms. Provide one continuous piece of ground wire for connection between ground rod and system neutral. If pole ground wire exists, extend as required with compression type connector. Interconnect secondary neutral and transformer enclosure and connect to grounding wire. Ground surge arrestor to grounding wire separate from other grounding conductors. Protect grounding conductors running on surface of pole with molding extended from grade level up through transformer space.

Clean and inspect equipment after installation is complete. Remove spots, dirt, and debris. Repair damaged finish to match original finish. For transformer, use tank touchup paint provided by manufacturer

5.40 MEASUREMENT AND PAYMENT

The primary electrical service measured as provided above will be paid for at the contract unit price per lump sum "Primary Electrical Service". Such price and payment will be considered full compensation for providing materials, equipment and labor necessary to install the primary cabling, fuse cutout switch, and pole-mounted distribution transformer, as well as all connecting hardware including connectors, fittings, clamps, etc. necessary to complete the work.

Payment will be made under:

Primary Electrical ServiceLump Sum



10/27/2017

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

PROJECT SPECIAL PROVISIONS

Utilities by Others



General:

The following utility companies have facilities that will be in conflict with the construction of this project:

- A. Power – Duke Energy
- B. Water – City of Raleigh
- C. Telecommunications – AT&T
- D. Telecommunications – AT&T-T
- E. Telecommunications – Google Fiber
- F. Telecommunications – Celito Communications
- G. Telecommunications – Charter Communications
- H. Private Telecommunications – NCSU Fiber
- I. Gas – PSNC Energy

The conflicting facilities of these concerns will be adjusted prior to March 1, 2018, unless otherwise noted and are therefore listed in these special provisions for the benefit of the Contractor. All utility work listed herein will be done by the utility owners. All utilities are shown on the plans from the best available information.

The Contractor's attention is directed to Article 105.8 of the 2018 Standard Specifications.

Utilities Requiring Adjustment:

Utility relocations are shown on the Utilities by Others Plans.

A. Duke Energy

- 1. Contact person for Duke Energy is Matt Lashley at (919) 654-6675
- 2. Facilities to be relocated prior to March 1, 2018.

B. Water

- 1. Contact person for City of Raleigh Water is Louis Bennett at (919) 996-3504
- 2. Facilities were relocated through the PUE August 25, 2017.

PROJECT SPECIAL PROVISIONS

Utilities by Others

C. Telecommunications – AT&T

1. Contact person for AT&T is Billy Griner at (919) 788-2752
2. Facilities were relocated through the PUE August 31, 2017.

D. Telecommunications – AT&T-T (Long Distance)

1. Contact person for AT&T-T (Long distance) is Levi Kendrick at (706) 781-8316
2. Facilities to be relocated prior to March 1, 2018.

E. Telecommunications – Google Fiber

1. Contact person for Google Fiber is Harold Greene at (704) 608-4251
2. Facilities to be relocated prior to March 1, 2018.

F. Telecommunications – Celito Communications

1. Contact person for Celito Communications is Mike Cady at (919) 268-4916
2. Facilities were relocated through the PUE October 20, 2017.

G. Telecommunications – Charter Communications (formerly Time Warner Cable)

1. Contact person for Charter Communications is Lance Hoffman at (919) 573-7283
2. Facilities to be relocated prior to March 1, 2018.

H. Private Telecommunications – NCSU Fiber

1. Contact person for NCSU Fiber is Ed Rogers at (919) 515-4073
2. Facilities to be relocated prior to March 1, 2018

I. Gas – PSNC Energy

1. Contact for PSNC Energy is Craig Scalise at (919) 819-9731
2. 2” service facility to be relocated prior to March 1, 2018. 4” gas main along south side of Trinity Road will be abandoned prior to March 1, 2018 and will be relocated after construction is completed of tunnel. The new 4” gas main will be buried over the top of the tunnel.

**Project Special Provisions
Erosion Control**

STABILIZATION REQUIREMENTS:

(3-11-2016)

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective August 1, 2016 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:

(East)

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

All Roadway Areas

March 1 - August 31

50#	Tall Fescue
10#	Centipede
25#	Bermudagrass (hulled)
500#	Fertilizer
4000#	Limestone

September 1 - February 28

50#	Tall Fescue
10#	Centipede
35#	Bermudagrass (unhulled)
500#	Fertilizer
4000#	Limestone

Waste and Borrow Locations

March 1 – August 31

75#	Tall Fescue
25#	Bermudagrass (hulled)
500#	Fertilizer
4000#	Limestone

September 1 - February 28

75#	Tall Fescue
35#	Bermudagrass (unhulled)
500#	Fertilizer
4000#	Limestone

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

Approved Tall Fescue Cultivars

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

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

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

Native Grass Seeding and Mulching (East)

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

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

March 1 - August 31		September 1 - February 28	
18#	Creeping Red Fescue	18#	Creeping Red Fescue
6#	Indiangrass	6#	Indiangrass
8#	Little Bluestem	8#	Little Bluestem
4#	Switchgrass	4#	Switchgrass
25#	Browntop Millet	35#	Rye Grain
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Approved Creeping Red Fescue Cultivars:

- | | | | |
|----------|--------|------|-----------|
| Aberdeen | Boreal | Epic | Cindy Lou |
|----------|--------|------|-----------|

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

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

Measurement and Payment

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

TEMPORARY SEEDING:

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

FERTILIZER TOPDRESSING:

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

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

SUPPLEMENTAL SEEDING:

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

MOWING:

The minimum mowing height on this project shall be 4 inches.

RESPONSE FOR EROSION CONTROL:**Description**

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

Section	Erosion Control Item	Unit
1605	Temporary Silt Fence	LF
1606	Special Sediment Control Fence	LF/TON

1615	Temporary Mulching	ACR
1620	Seed - Temporary Seeding	LB
1620	Fertilizer - Temporary Seeding	TN
1631	Matting for Erosion Control	SY
SP	Coir Fiber Mat	SY
1640	Coir Fiber Baffles	LF
SP	Permanent Soil Reinforcement Mat	SY
1660	Seeding and Mulching	ACR
1661	Seed - Repair Seeding	LB
1661	Fertilizer - Repair Seeding	TON
1662	Seed - Supplemental Seeding	LB
1665	Fertilizer Topdressing	TON
SP	Safety/Highly Visible Fencing	LF
SP	Response for Erosion Control	EA

Construction Methods

Provide an approved subcontractor who performs an erosion control action as described in the NPDES Inspection Form SPPP30. Each erosion control action may include one or more of the above work items.

Measurement and Payment

Response for Erosion Control will be measured and paid for by counting the actual number of times the subcontractor moves onto the project, including borrow and waste sites, and satisfactorily completes an erosion control action described in Form 1675. The provisions of Article 104-5 of the *Standard Specifications* will not apply to this item of work.

Payment will be made under:

Pay Item

Response for Erosion Control

Pay Unit

Each

MINIMIZE REMOVAL OF VEGETATION:

The Contractor shall minimize removal of vegetation within project limits to the maximum extent practicable. Vegetation along stream banks and adjacent to other jurisdictional resources outside the construction limits shall only be removed upon approval of Engineer. No additional payment will be made for this minimization work.

STOCKPILE AREAS:

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

ACCESS AND HAUL ROADS:

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

WASTE AND BORROW SOURCES:

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

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

All offsite Staging Areas, Borrow and Waste sites shall be in accordance with "Borrow and Waste Site Reclamation Procedures for Contracted Projects" located at:

http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/fieldops/downloads/Files/ContractedReclamationProcedures.pdf

All forms and documents referenced in the "Borrow and Waste Site Reclamation Procedures for Contracted Projects" shall be included with the reclamation plans for offsite staging areas, and borrow and waste sites.

TEMPORARY DIVERSION:

This work consists of installation, maintenance, and cleanout of *Temporary Diversions* in accordance with Section 1630 of the *Standard Specifications*. The quantity of excavation for installation and cleanout will be measured and paid for as *Silt Excavation* in accordance with Article 1630-3 of the *Standard Specifications*.

SAFETY FENCE AND JURISDICTIONAL FLAGGING:**Description**

Safety Fence shall consist of furnishing materials, installing and maintaining polyethylene or polypropylene fence along the outside riparian buffer, wetland, or water boundary, or other boundaries located within the construction corridor to mark the areas that have been approved to

infringe within the buffer, wetland, endangered vegetation, culturally sensitive areas or water. The fence shall be installed prior to any land disturbing activities.

Interior boundaries for jurisdictional areas noted above shall be delineated by stakes and highly visible flagging.

Jurisdictional boundaries at staging areas, waste sites, or borrow pits, whether considered outside or interior boundaries shall be delineated by stakes and highly visible flagging.

Materials

(A) Safety Fencing

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

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

(B) Boundary Flagging

Wooden stakes shall be 4 feet in length with a minimum nominal 3/4" x 1-3/4" cross section. The flagging shall be at least 1" in width. The flagging material shall be vinyl and shall be orange in color and highly visible.

Construction Methods

No additional clearing and grubbing is anticipated for the installation of this fence. The fence shall be erected to conform to the general contour of the ground.

(A) Safety Fencing

Posts shall be set at a maximum spacing of 10 ft., maintained in a vertical position and hand set or set with a post driver. Posts shall be installed a minimum of 2 ft. into the ground. If hand set, all backfill material shall be thoroughly tamped. Wood posts may be sharpened to a dull point if power driven. Posts damaged by power driving shall be removed and replaced prior to final acceptance. The tops of all wood posts shall be cut at a 30-degree angle. The wood posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected.

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

Place construction stakes to establish the location of the safety fence in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for the staking of the safety fence. All stakeouts for safety fence shall be considered incidental to the work being paid for as "Construction Surveying", except that where there is no pay item for construction surveying, all safety fence stakeout will be performed by state forces.

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

(B) Boundary Flagging

Boundary flagging delineation of interior boundaries shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Interior boundaries may be staked on a tangent that runs parallel to buffer but must not encroach on the buffer at any location. Interior boundaries of hand clearing shall be identified with a different colored flagging to distinguish it from mechanized clearing.

Boundary flagging delineation of interior boundaries will be placed in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for delineation of the interior boundaries. This delineation will be considered incidental to the work being paid for as *Construction Surveying*, except that where there is no pay item or construction surveying the cost of boundary flagging delineation shall be included in the unit prices bid for the various items in the contract. Installation for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Additional flagging may be placed on overhanging vegetation to enhance visibility but does not substitute for installation of stakes.

Installation of boundary flagging for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall be performed in accordance with Subarticle 230-4(B)(5) or Subarticle 802-2(F) of the *Standard Specifications*. No direct pay will be made for this delineation, as the cost of same shall be included in the unit prices bid for the various items in the contract.

The Contractor shall be required to maintain alternative stakes and highly visible flagging in a satisfactory condition for the duration of the project as determined by the Engineer.

Measurement and Payment

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

Payment will be made under:

Pay Item
Safety Fence

Pay Unit
Linear Foot

WATTLES WITH POLYACRYLAMIDE (PAM):

Description

Wattles are tubular products consisting of excelsior fibers encased in synthetic netting. Wattles are used on slopes or channels to intercept runoff and act as a velocity break. Wattles are to be placed at locations shown on the plans or as directed. Installation shall follow the detail provided in the plans and as directed. Work includes furnishing materials, installation of wattles, matting installation, PAM application, and removing wattles.

Materials

Wattle shall meet the following specifications:

100% Curled Wood (Excelsior) Fibers	
Minimum Diameter	12 in.
Minimum Density	2.5 lb/ft ³ +/- 10%
Net Material	Synthetic
Net Openings	1 in. x 1 in.
Net Configuration	Totally Encased
Minimum Weight	20 lb. +/- 10% per 10 ft. length

Anchors: Stakes shall be used as anchors.

Wooden Stakes:

Provide hardwood stakes a minimum of 2-ft. long with a 2 in. x 2 in. nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving down into the underlying soil.

Matting shall meet the requirements of Article 1060-8 of the *Standard Specifications*, or shall meet specifications provided elsewhere in this contract.

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

Polyacrylamide (PAM) shall be applied in powder form and shall be anionic or neutrally charged. Soil samples shall be obtained in areas where the wattles will be placed, and from offsite material used to construct the roadway, and analyzed for the appropriate PAM flocculant to be utilized with each wattle. The PAM product used shall be listed on the North Carolina

Department of Environment and Natural Resources (NCDENR) Division of Water Quality (DWQ) web site as an approved PAM product for use in North Carolina.

Construction Methods

Wattles shall be secured to the soil by wire staples approximately every 1 linear foot and at the end of each section of wattle. A minimum of 4 stakes shall be installed on the downstream side of the wattle with a maximum spacing of 2 linear feet along the wattle, and according to the detail. Install a minimum of 2 stakes on the upstream side of the wattle according to the detail provided in the plans. Stakes shall be driven into the ground a minimum of 10 in. with no more than 2 in. projecting from the top of the wattle. Drive stakes at an angle according to the detail provided in the plans.

Only install wattle(s) to a height in ditch so flow will not wash around wattle and scour ditch slopes and according to the detail provided in the plans and as directed. Overlap adjoining sections of wattles a minimum of 6 in.

Installation of matting shall be in accordance with the detail provided in the plans, and in accordance with Article 1631-3 of the *Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

Apply PAM over the lower center portion of the wattle where the water is going to flow over at a rate of 2 ounces per wattle, and 1 ounce of PAM on matting on each side of the wattle. PAM applications shall be done during construction activities after every rainfall event that is equal to or exceeds 0.50 in.

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

Measurement and Payment

Wattles will be measured and paid for by the actual number of linear feet of wattles which are installed and accepted. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the *Wattles*.

Matting will be measured and paid for in accordance with Article 1631-4 of the *Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

Polyacrylamide(PAM) will be measured and paid for by the actual weight in pounds of PAM applied to the wattles. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to apply the *Polyacrylamide(PAM)*.

Payment will be made under:

Pay Item	Pay Unit
Polyacrylamide(PAM)	Pound
Wattle	Linear Foot

COIR FIBER MAT:

Description

Furnish material, install and maintain coir fiber mat in locations shown on the plans or in locations as directed. Work includes providing all materials, excavating and backfilling, and placing and securing coir fiber mat with stakes, steel reinforcement bars or staples as directed.

Materials

Item	Section
Coir Fiber Mat	1060-14

Anchors: Stakes, reinforcement bars, or staples shall be used as anchors.

Wooden Stakes:

Provide hardwood stakes 12"- 24" long with a 2" x 2" nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving through the coir fiber mat and down into the underlying soil. The other end of the stake needs to have a 1"- 2" long head at the top with a 1"- 2" notch following to catch and secure the coir fiber mat.

Steel Reinforcement Bars:

Provide uncoated #10 steel reinforcement bars 24" nominal length. The bars shall have a 4" diameter bend at one end with a 4" straight section at the tip to catch and secure the coir fiber mat.

Staples:

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

Construction Methods

Place the coir fiber mat immediately upon final grading. Provide a smooth soil surface free from stones, clods, or debris that will prevent the contact of the mat with the soil. Unroll the mat and apply without stretching such that it will lie smoothly but loosely on the soil surface.

For stream relocation applications, take care to preserve the required line, grade, and cross section of the area covered. Bury the top slope end of each piece of mat in a narrow trench at least 6 in. deep and tamp firmly. Where one roll of matting ends and a second roll begins, overlap the end of the upper roll over the buried end of the second roll so there is a 6 in. overlap. Construct check trenches at least 12 in. deep every 50 ft. longitudinally along the edges of the mat or as directed. Fold over and bury mat to the full depth of the trench, close and tamp firmly. Overlap mat at least 6 in. where 2 or more widths of mat are installed side by side.

Place anchors across the mat at the ends approximately 1 ft. apart. Place anchors along the outer edges and down the center of the mat 3 ft. apart.

Adjustments in the trenching or anchoring requirements to fit individual site conditions may be required.

Measurement and Payment

Coir Fiber Mat will be measured and paid for as the actual number of square yards measured along the surface of the ground over which coir fiber mat is installed and accepted.

No measurement will be made for anchor items.

Payment will be made under:

Pay Item	Pay Unit
Coir Fiber Mat	Square Yard

CONCRETE WASHOUT STRUCTURE:

(12-01-15)

Description

Concrete washout structures are enclosures above or below grade to contain concrete waste water and associated concrete mix from washing out ready-mix trucks, drums, pumps, or other equipment. Concrete washouts must collect and retain all the concrete washout water and solids, so that this material does not migrate to surface waters or into the ground water. These enclosures are not intended for concrete waste not associated with wash out operations.

The concrete washout structure may include constructed devices above or below ground and or commercially available devices designed specifically to capture concrete waste water.

Materials

Item	Section
Temporary Silt Fence	1605

Safety Fence shall meet the specifications as provided elsewhere in this contract.

Geomembrane basin liner shall meet the following minimum physical properties for low permeability; it shall consist of a polypropylene or polyethylene 10 mil thick geomembrane. If the minimum setback dimensions can be achieved the liner is not required. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

Construction Methods

Build an enclosed earthen berm or excavate to form an enclosure in accordance with the details and as directed.

Install temporary silt fence around the perimeter of the enclosure in accordance with the details and as directed if structure is not located in an area where existing erosion and sedimentation control devices are capable to containing any loss of sediment.

Post a sign with the words “Concrete Washout” in close proximity of the concrete washout area, so it is clearly visible to site personnel.

The construction details for the above grade and below grade concrete washout structures can be found on the following web page link:

http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/soil_water/details/

[Alternate details for accommodating concrete washout may be submitted for review and approval.](#)

[The alternate details shall include the method used to retain and dispose of the concrete waste water within the project limits and in accordance with the minimum setback requirements.](#) (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

Maintenance and Removal

Maintain the concrete washout structure(s) to provide adequate holding capacity plus a minimum freeboard of 12 inches. Remove and dispose of hardened concrete and return the structure to a functional condition after reaching 75% capacity.

Inspect concrete washout structures for damage and maintain for effectiveness.

Remove the concrete washout structures and sign upon project completion. Grade the earth material to match the existing contours and permanently seed and mulch area.

Measurement and Payment

Concrete Washout Structure will be paid for per each enclosure installed in accordance with the details. If alternate details are approved then those details will also be paid for per each approved and installed device.

Temporary Silt Fence will be measured and paid for in accordance with Article 1605-5 of the *Standard Specifications*.

No measurement will be made for other items or for over excavation or stockpiling.

Payment will be made under:

Pay Item	Pay Unit
Concrete Washout Structure	Each

D-1

GDI FRAME WITH 2 APPROVED ADA GRATES

(11-13-17)

GENERAL

Furnish and install grated drop inlet frames and grates which are in compliance with the Americans with Disabilities Act (ADA). Perform all work in accordance with these special provisions, the plans, and the ADA.

MATERIALS

Submit eight (8) copies of catalog cuts and/or drawings for all proposed materials for the Engineer's review and approval. Include the brand name, stock number, description, size, rating, manufacturing specification, and applicable contract item number(s) on each submittal. Allow thirty (30) days for submittal review. The Engineer will advise the Contractor of reasons for rejected submittals and will return approved submittals to the Contractor. Do not deliver material to the project prior to submittal approval.

For the work covered by this section, the term grate, applies to a component functionally similar to grates found in NCDOT *Roadway Standard Drawing* 840.29, except with slots no greater than 1/2 inch wide in one direction. Outer dimensions of the grate shall be identical to grates as shown in *Roadway Standard Drawing* 840.29.

Grate shall be adequate for a concentrated wheel load of 1000 pounds.

Frames used in the assembly shall be identical to frames found in NCDOT *Roadway Standard Drawing* 840.29.

INSTALLATION

Installation shall be identical to installation of frame and grate found in NCDOT *Roadway Standard Drawing* 840.29. Slots shall be oriented perpendicular to the direction of pedestrian traffic.

The Engineer must inspect and approve all work.

MEASUREMENT AND PAYMENT

GDI Frame with 2 Approved ADA Grates will be measured and paid in units of each for actual number of assemblies incorporated into the completed work.

Such price and payment for the frame and grates as provided above will be considered full compensation for all materials, equipment, and labor necessary to complete the work in accordance with the plans and these special provisions.

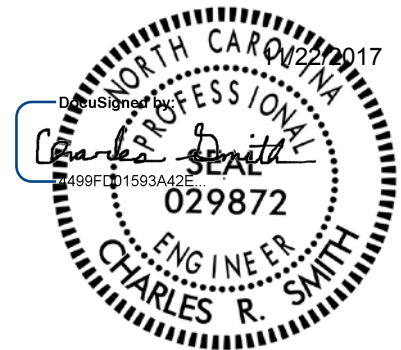
Payment will be made under:

Pay Item

GDI Frame with 2 Approved ADA Grates

Pay Unit

Each



*Project W-5522***ST-1***Wake County*

12/11/2017

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DocuSigned by:

John C. Morrison

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**OPTIONAL PRECAST REINFORCED CONCRETE
BOX CULVERT AT STATION 15+58.58 -L-**

(12-12-13)

1.0 GENERAL

This Special Provision covers the design, fabrication and construction of precast reinforced concrete box culverts intended for the conveyance of storm water.

If the option is indicated on the plans, the submittal for a precast reinforced box culvert in lieu of a cast-in-place culvert is permitted. Design the precast culvert sections in accordance with ASTM C1577 or the current edition of the AASHTO LRFD Bridge Design Specifications. Rate all sizes of precast reinforced concrete box culverts in accordance with the current edition of the AASHTO Manual for Bridge Evaluation. Ensure the culvert rates for the AASHTO design loads and North Carolina's legal loads (see Section 2.0 for North Carolina's legal loads). Provide the size and number of barrels as indicated on the plans. Detail the culvert with cast-in-place wings walls and footings. Precast wing walls and footings will not be allowed. Provide a precast box culvert that meets the requirements of Section 1077 and any other applicable parts of the Standard Specifications.

The design and rating of the precast and cast-in-place members is the responsibility of the Contractor and is subject to review, comments and approval. Submit two sets of detailed plans and rating sheets for review. Include all details in the plans, including the size and spacing of the required reinforcement necessary to build the precast box and cast-in-place members. Have a North Carolina Registered Professional Engineer check and seal the plans, rating sheets and design calculations. After the plans, rating sheets and design calculations are reviewed and, if necessary, the corrections made, submit one set of plans and rating sheets on 22" x 34" sheets to become part of the contract plans.

If the span, rise and design earth cover for the precast reinforced concrete box culvert are identical to a previously approved submittal, the Contractor may request the previously approved design calculations and plans be considered as the submittal for review and approval. However, a set of plans and rating sheets will need to be submitted to become part of the contract plans.

2.0 NORTH CAROLINA'S LEGAL LOADS

Apply the following legal loads to all structures carrying interstate traffic:

SINGLE VEHICLE(SV)			TRUCK TRACTOR SEMI-TRAILER(TTST)		
REF. #	SCHEMATIC		REF. #	SCHEMATIC	
SH		5K 20K 12.5 TON	T4A		56.5K 28.25 TON
S3A		45.5K 22.75 TON	T5B		64K 32 TON
S3C		43K 21.5 TON	T6A		72K 36 TON
S4A		53.5K 26.75 TON	T7A		80K 40 TON
S5A		61K 30.5 TON	T7B		80K 40 TON
S6A		69K 34.5 TON			
S7A		80K 40 TON			
S7B		77K 38.5 TON			

Apply the following legal loads to all structures carrying non-interstate traffic:

SINGLE VEHICLE (SV)			TRUCK TRACTOR SEMI-TRAILER (TTST)		
REF. #	SCHEMATIC		REF. #	SCHEMATIC	
SNSH		27K 13.5 TON	TNAGRIT3		66K 33 Ton
SNGARBS2		40K 20 TON	TNT4A		66.15K 33.075 TON
SNAGRIS2		44K 22 Ton	TNAGRIT4		86K 43 TON
SNCOTTS3		54.5K 27.25 TON	TNAGT5A		90K 45 TON
SNAGGRS4		69.85K 34.925 TON	TNAGT5B		90K 45 TON
SNS5A		71.1K 35.55 TON	TNT6A		83.2K 41.6 TON
SNS6A		79.9K 39.95 TON	TNT7A		84K 42 TON
SNS7B		84K 42 TON	TNT7B		84K 42 TON

3.0 PRECAST REINFORCED CONCRETE BOX SECTIONS

The precast reinforced concrete box culvert sections shall match the size and hydraulic opening indicated in the contract plans.

A. Design

1. Design Fill – The design earth cover is reported on the plans as the elevation difference between the point of maximum fill and the bottom of the top slab.
2. Placement of Reinforcement – Provide a 1 inch concrete cover over the reinforcement subject to the provisions of Section F. Extend the inside reinforcement into the tongue portion of the joint and the outside reinforcement into the groove portion of the joint. Detail the clear distance of the end wires so it is not less than 1/2 inch or more than 2 inches from the ends of the box section. Assemble reinforcement per the requirements of ASTM C1577 or the approved design. The exposure of the ends of the wires used to position the reinforcement is not a cause for rejection.
3. Laps and Spacing – Use lap splices for the transverse reinforcement. Detail the transverse wires so that the center to center spacing is not less than 2 inches or more than 4 inches. Do not detail the longitudinal wires with a center to center spacing of more than 8 inches.

B. Joints

1. Produce the precast reinforced concrete box section with tongue and groove ends. Design and form these ends of the box section so, when the sections are laid together, they make a continuous line of box sections with a smooth interior free of appreciable irregularities in the flowline, all compatible with the permissible variations given in Section F. The internal joint formed at the tongue and groove ends of the precast units shall be sealed with either bitumen/butyl sealant or closed-cell neoprene material. The internal joint material shall be installed in accordance with the manufacturer's recommendations. The material shall be shown on the shop drawings when they are submitted for review.
2. Seal the external joint with an outside sealer wrap conforming to ASTM C877 that is at least 12 inches wide and covers the joint on both the sides and the top of the box section. Use ConWrap CS-212 from Concrete Sealants, Inc., EZ-Wrap from Press-Seal Gasket Corporation, Seal Wrap from Mar-Mac Manufacturing Co., Inc., Cadilloc External Pipe Joint from Cadilloc, or an approved equal for the outside sealer wrap. If the outside sealer wrap is not applied in a continuous strip along the entire joint, a 12 inch minimum lap of the outside sealer wrap is permitted. Before placing the outside sealer wrap, clean and prime the area receiving the outside sealer wrap in accordance with the sealer wrap manufacturer recommendations. The joint wrap manufacturer installation recommendations shall be included with shop drawings submitted for review. The external joint wrap shall be installed in pieces, as indicated on Figure 1 below:

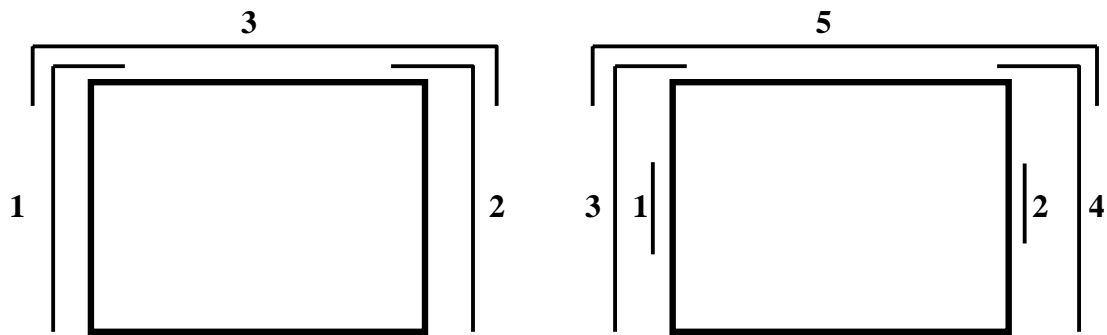


Figure 1

Cover the external joint sealer with a 3 foot strip of filter fabric conforming to Type 4 requirements in Section 1056 of the Standard Specifications.

Place multiple lines of a precast reinforced concrete box culvert such that the longitudinal joint between the sections has a minimum width of 3 inches. Fill the joint between multiple lines of precast box sections with Class A concrete. Use Class A concrete that meets the requirements listed in the Standard Specifications except that Field Compressive Strength Specimens are not required.

C. Manufacture

Manufacture precast reinforced concrete box culvert sections by either the wet cast method or dry cast method.

1. Mixture – In addition to the requirements of Section 1077 of the Standard Specifications, do not proportion the mix with less than 564 lb/yd³ of portland cement.
2. Strength – Concrete shall develop a minimum 28-day compressive strength of 5000 psi. Movement of the precast sections should be minimized during the initial curing period. Any damage caused by moving or handling during the initial curing phase will be grounds for rejection of that precast section.
3. Air Entrainment – Air entrain the concrete in accordance with Section 1077 - 5(A) of the Standard Specifications. For dry cast manufacturing, air entrainment is not required.
4. Testing - Test the concrete in accordance with the requirements of Section 1077 - 5(B).
5. Handling – Handling devices or holes are permitted in each box section for the purpose of handling and placing. Submit details of handling devices or holes for approval and do not cast any concrete until approval is granted. Remove all

handling devices flush with concrete surfaces as directed. Fill holes in a neat and workmanlike manner with an approved non-metallic non-shrink grout, concrete, or hole plug.

D. Physical Requirements

Acceptability of precast culvert sections is based on concrete cylinders made and tested in accordance with ASTM C31 and ASTM C39.

E. Permissible Variations

1. Flatness - All external surfaces shall be flat, true, and plumb. Irregularities, depressions, or high spots on all external surfaces shall not exceed 1/2 inch in 8 feet.
2. Internal Dimensions – Produce sections so that the internal and haunch dimensions do not vary more than 1/4 inch from the plan dimensions.
3. Adjacent Sections - Internal, external, and haunch dimensions for connecting sections shall not vary more than 1/2 inch.
4. Length of Tongue and Groove - The minimum length of the tongue shall be 4 inches. The minimum length of the groove shall be 4 inches. The dimensions of the tongue and groove shall not vary more than 1/4 inch from the plan dimensions.
5. Slab and Wall Thickness – Produce sections so that the slab and wall thickness are not less than that shown on the plans by more than 5% or 3/16 inch, whichever is greater. A thickness more than that required on the plans is not a cause for rejection.
6. Length of Opposite Surfaces – Produce sections so that variations in laying lengths of two opposite surfaces of the box section meet the requirements of ASTM C1577, Section 11.3.
7. Length of Section – Produce sections so that the underrun in length of a section is not more than 1/2 inch in any box section.
8. Position of Reinforcement – Produce sections so that the maximum variation in the position of the reinforcement is $\pm 3/8$ inch for slab and wall thicknesses of 5 inches or less and $\pm 1/2$ inch for slab and wall thicknesses greater than 5 inches. Produce sections so that the concrete cover is never less than 5/8 inch as measured to the internal surface or the external surface. The preceding minimum cover limitations do not apply at the mating surfaces of the joint.
9. Area of Reinforcement – Use the design steel shown on the plans for the steel reinforcement. Steel areas greater than those required are not cause for rejection. The permissible variation in diameter of any wire in finished fabric is prescribed for the wire before fabrication by either AASHTO M32 or M225.

F. Marking

1. Each section shall be match-marked in order of intended installation as indicated on the approved shop drawings. Ensure that pieces fit together neatly and in a workmanlike manner. In order to ensure a good, neat field fit, the Department will verify assembly of the first five adjacent sections or 20% of the total culvert length, whichever is greater, at the producer's facility and match-mark the pieces. This will require that a minimum of three adjacent sections of the culvert be fitted at the production yard at a time and then match-marked. Once three sections have been match-marked, the first section may be removed for shipment and a fourth section set for marking. Continue in a progressive manner until all sections have been properly match-marked. The producer shall document the GO-NO-GO dimensional measurements of each box culvert section produced through the post-pour inspection process.
2. Clearly mark each section of the box culvert in accordance with ASTM C1577, Section 15. The information requirements of Section 15.1 shall be clearly marked on the inner surface of each section.

G. Construction

1. Pre-installation Meeting - A pre-installation meeting is required prior to installation. Representatives from the Contractor, the precast box manufacturer, and the Department should attend this meeting. The precast box manufacturer representative shall be on site during installation.
2. Foundation - Foundation for precast box culvert shall meet the requirements of Section 414 of the Standard Specifications. In addition, Type VI foundation material shall be encapsulated in filter fabric conforming to Type 4 requirements in Section 1056 of the Standard Specifications. The filter fabric shall be placed perpendicular to the culvert barrel. Provide sufficient overhang beyond the excavation to allow a minimum lap of 3 feet when the foundation material is placed and fabric wrapped on top. Perpendicular sections of fabric shall be continuous. A minimum lap of 2 feet shall be provided between sections of fabric.
3. Installation - Sections shall be placed at the beginning of the outlet end of the culvert with the groove end being laid upgrade. Tongue sections shall be laid into the groove sections. Positive means shall be provided to pull each section firmly into the previously placed section so that the joints are tightly homed. Use a "come-along", box pullers or other approved methods to create a positive means of joining box sections. Construction equipment shall not have direct contact with the box section. The load of the box shall be suspended by lifting device during joining procedure.
4. Backfill - Complete backfill in accordance with Section 414 of the Standard Specifications.

4.0 BASIS OF PAYMENT

Any additional cost of redesigning will be paid for by the Contractor if Precast Reinforced Concrete Culvert is used in lieu of the cast-in-place culvert shown on the plans. Except for Foundation Conditioning Material and Culvert Excavation, payment for the Precast Box Culvert will be a lump sum amount equal to the payment that would be allowed for construction of a Cast-in-Place Box Culvert. Plan quantities and unit bid prices will be used to compute the lump sum amount. Such price and payment will be full compensation for all work covered by this Special Provision, the plans and applicable parts of the Standard Specifications and will include, but not be limited to, furnishing all labor, materials (including all filter fabric), equipment and other incidentals necessary to complete this work. Such price and payment will also be full compensation for concrete, reinforcing steel, labor, equipment and all other related materials necessary for the completion of the barrel section, and the construction of the headwalls, leveling pad, end curtain walls, wings and wing footings.

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 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 ² 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.

SUBMITTAL OF WORKING DRAWINGS

(6-28-17)

1.0 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.

2.0 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
of Transportation
Structures Management Unit
1581 Mail Service Center
Raleigh, NC 27699-1581

Attention: Mr. J. L. Bolden, P. E.

Via other delivery service:

Mr. B. C. Hanks, P. E.
State Structures Engineer
North Carolina Department
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 (James Bolden)

Send an additional e-copy of the submittal to the following address:

eomile@ncdot.gov (Emmanuel Omile)

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

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

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

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

Western Regional Geotechnical Contact (Divisions 8-14):
 Eric Williams (704) 455 – 8902
ewilliams3@ncdot.gov

3.0 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

Submittal	Copies Required by Structures Management Unit	Copies Required by Geotechnical Engineering Unit	Contract Reference Requiring Submittal ¹
Arch Culvert Falsework	5	0	Plan Note, SN Sheet & “Falsework and Formwork”
Box Culvert Falsework ⁷	5	0	Plan Note, SN Sheet & “Falsework and Formwork”

Project W-5522**ST-19****Wake County**

Cofferdams	6	2	Article 410-4
Foam Joint Seals ⁶	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 ² (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 ^{4,5}	7	0	Article 1072-8
Miscellaneous Metalwork ^{4,5}	7	0	Article 1072-8
Disc Bearings ⁴	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) ³	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 ⁵	7	0	Article 1072-8 & “Sound Barrier Wall”
Structural Steel ⁴	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 ⁴	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 Submittal¹
Drilled Pier Construction Plans ²	1	0	Subarticle 411-3(A)
Crosshole Sonic Logging (CSL) Reports ²	1	0	Subarticle 411-5(A)(2)
Pile Driving Equipment Data Forms ^{2,3}	1	0	Subarticle 450-3(D)(2)
Pile Driving Analyzer (PDA) Reports ²	1	0	Subarticle 450-3(F)(3)
Retaining Walls ⁴	1 drawings, 1 calculations	2 drawings	Applicable Provisions
Temporary Shoring ⁴	1 drawings, 1 calculations	2 drawings	“Temporary Shoring” & “Temporary Soil Nail Walls”

FOOTNOTES

- 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*.
- 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.
- The Pile Driving Equipment Data Form is available from:
https://connect.ncdot.gov/resources/Geological/Pages/Geotech_Forms_Details.aspx
See second page of form for submittal instructions.
- Electronic copy of submittal is required. See referenced provision.

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

(12-1-17)

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.

TEMPORARY SHORING**(SPECIAL)**

(2-20-07) (Rev. 1-16-18)

Description

Temporary shoring includes cantilever, braced and anchored shoring and temporary mechanically stabilized earth (MSE) walls. Temporary shoring does not include trench boxes. At the Contractor's option, use any type of temporary shoring unless noted otherwise in the plans or as directed. Design and construct temporary shoring based on actual elevations and shoring dimensions in accordance with the contract and accepted submittals. Construct temporary shoring at locations shown in the plans and as directed. Temporary shoring is required to maintain traffic when a 2:1 (H:V) slope from the top of an embankment or bottom of an excavation will intersect the existing ground line less than 5 feet from the edge of pavement of an open travelway. This provision does not apply to pipe, inlet or utility installation unless noted otherwise in the plans.

Positive protection includes concrete barrier and temporary guardrail. Provide positive protection for temporary shoring at locations shown in the plans and as directed. Positive protection is required if temporary shoring is located in the clear zone in accordance with the *AASHTO Roadside Design Guide*.

(A) Cantilever and Braced Shoring

Cantilever shoring consists of steel sheet piles or H-piles with timber lagging. Braced shoring consists of sheet piles or H-piles with timber lagging and bracing such as beams, plates, walers, struts, rakers, etc. Define "piles" as sheet piles or H-piles.

(B) Anchored Shoring

Anchored shoring consists of sheet piles with walers or H-piles with timber lagging anchored with ground or helical anchors. Driven anchors may be accepted at the discretion of the Engineer. A ground anchor consists of a grouted steel bar or multi-strand tendon with an anchorage. A helical anchor consists of a lead section with a central steel shaft and at least one helix steel plate followed by extensions with only central shafts (no helixes) and an anchorage. Anchorages consist of steel bearing plates with washers and hex nuts for bars or steel wedge plates and wedges for strands. Use a prequalified Anchored Wall Contractor to install ground anchors. Define "anchors" as ground, helical or driven anchors.

(C) Temporary MSE Walls

Temporary MSE walls include temporary geosynthetic and wire walls. Define "temporary wall" as a temporary MSE wall and "Temporary Wall Vendor" as the vendor supplying the temporary MSE wall. Define "reinforcement" as geotextile, geogrid, welded wire grid or metallic strip reinforcement.

Temporary geosynthetic walls consist of geotextile or geogrid reinforcement wrapped behind welded wire facing. Define “temporary geotextile wall” as a temporary geosynthetic wall with geotextile reinforcement and “temporary geogrid wall” as a temporary geosynthetic wall with geogrid reinforcement.

Temporary wire walls consist of welded wire grid or metallic strip reinforcement connected to welded wire facing. Define “Wire Wall Vendor” as the vendor supplying the temporary wire wall.

(D) Embedment

Define “embedment” for cantilever, braced and anchored shoring as the pile depth below the grade in front of shoring. Define “embedment” for temporary walls as the wall height below the grade in front of walls.

(E) Positive Protection

Define “unanchored or anchored portable concrete barrier” as portable concrete barrier (PCB) that meets 2018 Roadway Standard Drawing No. 1170.01. Define “concrete barrier” as unanchored or anchored PCB or an approved equal. Define “temporary guardrail” as temporary steel beam guardrail that meets 2018 Roadway Standard Drawing No. 862.02.

Materials

Refer to the *2018 Standard Specifications*.

Item	Section
Concrete Barrier Materials	1170-2
Flowable Fill, Excavatable	1000-6
Geosynthetics	1056
Neat Cement Grout	1003
Portland Cement Concrete	1000
Select Materials	1016
Steel Beam Guardrail Materials	862-2
Steel Plates	1072-2
Steel Sheet Piles and H-Piles	1084
Untreated Timber	1082-2
Welded Wire Reinforcement	1070-3

Provide Type 6 material certifications for shoring materials in accordance with Article 106-3 of the *2018 Standard Specifications*. Use Class IV select material for temporary guardrail. Use neat cement grout for Type 2 grout for ground anchors. Use Class A concrete that meets Article 450-2 of the *2018 Standard Specifications* or Type 1 grout for drilled-in piles. Provide untreated timber with a thickness of at least 3 inches and a bending stress of at least 1,000 pounds per square inch for timber lagging. Provide steel bracing that meets ASTM A36.

(A) Shoring Backfill

Use Class II, Type 1, Class III, Class V or Class VI select material or material that meets AASHTO M 145 for soil classification A-2-4 with a maximum PI of 6 for shoring backfill except do not use A-2-4 soil for backfill around culverts.

(B) Anchors

Store anchor materials on blocking a minimum of 12 inches above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Load, transport, unload and store anchor materials so materials are kept clean and free of damage. Bent, damaged or defective materials will be rejected.

(1) Ground Anchors

Use high-strength deformed steel bars that meet AASHTO M 275 or seven-wire strands that meet ASTM A886 or Article 1070-5 of the *2018 Standard Specifications*. Splice bars in accordance with Article 1070-9 of the *2018 Standard Specifications*. Do not splice strands. Use bondbreakers, spacers and centralizers that meet Article 6.3.5 of the *AASHTO LRFD Bridge Construction Specifications*.

(2) Helical Anchors

Use helical anchors with an ICC Evaluation Service, Inc. (ICC-ES) report. Provide couplers, thread bar adapters and bolts recommended by the Anchor Manufacturer to connect helical anchors together and to piles.

(3) Anchorages

Provide steel plates for bearing plates and steel washers, hex nuts, wedge plates and wedges recommended by the Anchor Manufacturer.

(C) Temporary Walls

(1) Welded Wire Facing

Use welded wire reinforcement for welded wire facing, struts and wires. For temporary wire walls, provide welded wire facing supplied by the Wire Wall Vendor or a manufacturer approved or licensed by the vendor. For temporary wire walls with separate reinforcement and facing components, provide connectors (e.g., bars, clamps, plates, etc.) and fasteners (e.g., bolts, nuts, washers, etc.) required by the Wire Wall Vendor.

(2) Geotextiles

Provide Type 2 geotextile for separation and retention geotextiles. Provide Type 5 geotextile for geotextile reinforcement with ultimate tensile strengths in accordance with the accepted submittals.

(3) Geogrid Reinforcement

Use geogrids with a roll width of at least 4 feet and an “approved” or “approved for provisional use” status code. The list of approved geogrids is available from: connect.ncdot.gov/resources/Materials/Pages/Materials-Manual-by-Material.aspx

Provide geogrids for geogrid reinforcement with design strengths in accordance with the accepted submittals. Geogrids are typically approved for ultimate tensile strengths in the machine direction (MD) and cross-machine direction (CD) or short-term design strengths for a 3-year design life in the MD based on material type. Define material type from the website above for shoring backfill as follows:

Material Type	Shoring Backfill
Borrow	A-2-4 Soil
Fine Aggregate	Class II, Type 1 or Class III Select Material
Coarse Aggregate	Class V or VI Select Material

(4) Welded Wire Grid and Metallic Strip Reinforcement

Provide welded wire grid and metallic strip reinforcement supplied by the Wire Wall Vendor or a manufacturer approved or licensed by the vendor. Use welded wire grid reinforcement (“mesh”, “mats” and “ladders”) that meet Article 1070-3 of the *2018 Standard Specifications* and metallic strip reinforcement (“straps”) that meet ASTM A572 or A1011.

Preconstruction Requirements

(A) Concrete Barrier

Define “clear distance” behind concrete barrier as the horizontal distance between the barrier and edge of pavement. The minimum required clear distance for concrete barrier is shown in the plans. At the Contractor’s option or if the minimum required clear distance is not available, set concrete barrier next to and up against traffic side of temporary shoring except for barrier above temporary walls. Concrete barrier with the minimum required clear distance is required above temporary walls.

(B) Temporary Guardrail

Define “clear distance” behind temporary guardrail as the horizontal distance between guardrail posts and temporary shoring. At the Contractor’s option or if clear distance for cantilever, braced and anchored shoring is less than 4 feet, attach guardrail to traffic side

of shoring as shown in the plans. Place ABC in clear distance and around guardrail posts instead of pavement. Do not use temporary guardrail above temporary walls.

(C) Temporary Shoring Designs

Before beginning temporary shoring design, survey existing ground elevations in the vicinity of shoring locations to determine actual design heights (H). Submit PDF files of working drawings and design calculations for temporary shoring designs in accordance with Article 105-2 of the *2018 Standard Specifications*. Submit working drawings showing plan views, shoring profiles, typical sections and details of temporary shoring design and construction sequence. Do not begin shoring construction until a design submittal is accepted.

Have cantilever and braced shoring designed, detailed and sealed by an engineer licensed in the state of North Carolina. Use a prequalified Anchored Wall Design Consultant to design anchored shoring. Provide anchored shoring designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for an Anchored Wall Design Consultant. Include details in anchored shoring working drawings of anchor locations and lock-off loads, unit grout/ground bond strengths for ground anchors or minimum installation torque and torsional strength rating for helical anchors and if necessary, obstructions extending through shoring or interfering with anchors. Include details in the anchored shoring construction sequence of pile and anchor installation, excavation and anchor testing.

Provide temporary wall designs sealed by a Design Engineer licensed in the state of North Carolina and employed or contracted by the Temporary Wall Vendor. Include details in temporary wall working drawings of geotextile and reinforcement types, locations and directions and obstructions extending through walls or interfering with reinforcement.

(1) Soil Parameters

Design temporary shoring for the assumed soil parameters and groundwater elevations shown in the plans. Assume the following soil parameters for shoring backfill:

(a) Unit weight (γ) = 120 pcf;

(b)

Friction Angle (Φ)	Shoring Backfill
30°	A-2-4 Soil
34°	Class II, Type 1 or Class III Select Material
38°	Class V or VI Select Material

(c) Cohesion (c) = 0 psf.

(2) Traffic Surcharge

Design temporary shoring for a traffic surcharge of 250 pounds per square foot if traffic will be above and within H of shoring. This traffic surcharge does not apply to construction traffic. Design temporary shoring for any construction surcharge if construction traffic will be above and within H of shoring. For LRFD shoring designs, apply traffic (live load) surcharge in accordance with Figure C11.5.5-3 of the *AASHTO LRFD Bridge Design Specifications*.

(3) Cantilever, Braced and Anchored Shoring Designs

Use shoring backfill for fill sections and voids between cantilever, braced and anchored shoring and the critical failure surface. Use concrete or grout for embedded portions of drilled-in H-piles. Do not use drilled-in sheet piles.

Define “top of shoring” for cantilever, braced and anchored shoring as where the grade intersects the back of sheet piles or H-piles and timber lagging. Design cantilever, braced and anchored shoring for a traffic impact load of 2,000 pounds per foot applied 18 inches above top of shoring if concrete barrier is above and next to shoring or temporary guardrail is above and attached to shoring. For anchored shoring designs, apply traffic impact load as horizontal load (P_{H1}) in accordance with Figure 3.11.6.3-2(a) of the *AASHTO LRFD specifications*.

Extend cantilever, braced and anchored shoring at least 32 inches above top of shoring if shoring is designed for traffic impact. Otherwise, extend shoring at least 6 inches above top of shoring.

Design cantilever, braced and anchored shoring for a maximum deflection of 3 inches if the horizontal distance to the closest edge of pavement or structure is less than H. Otherwise, design shoring for a maximum deflection of 6 inches. Design cantilever and braced shoring in accordance with the plans and *AASHTO Guide Design Specifications for Bridge Temporary Works*.

Design anchored shoring in accordance with the plans and Article 11.9 of the *AASHTO LRFD Bridge Design Specifications*. Use a resistance factor of 0.80 for tensile resistance of anchors with bars, strands or shafts. Extend the unbonded length for ground anchors and the shallowest helix for helical anchors at least 5 feet behind the critical failure surface. Do not extend anchors beyond right-of-way or easement limits. If existing or future obstructions such as foundations, guardrail posts, pavements, pipes, inlets or utilities will interfere with anchors, maintain a clearance of at least 6 inches between obstructions and anchors.

(4) Temporary Wall Designs

Use shoring backfill in the reinforced zone of temporary walls. Separation geotextiles are required between shoring backfill and backfill, natural ground or

culverts along the sides of the reinforced zone perpendicular to the wall face. For Class V or VI select material in the reinforced zone, separation geotextiles are also required between shoring backfill and backfill or natural ground on top of and at the back of the reinforced zone.

Design temporary walls in accordance with the plans and Article 11.10 of the *AASHTO LRFD Bridge Design Specifications*. Embed temporary walls at least 18 inches except for walls on structures or rock as determined by the Engineer. Use a uniform reinforcement length throughout the wall height of at least 0.7H or 6 feet, whichever is longer. Extend the reinforced zone at least 6 inches beyond end of reinforcement. Do not locate the reinforced zone outside right-of-way or easement limits.

Use the simplified method for determining maximum reinforcement loads in accordance with the AASHTO LRFD specifications. For geotextile reinforcement, use geotextile properties approved by the Department or default values in accordance with the AASHTO LRFD specifications. For geogrid reinforcement, use approved geogrid properties available from the website shown elsewhere in this provision. If the website does not list a short-term design strength for an approved geogrid, use a short-term design strength equal to the ultimate tensile strength divided by 3.5 for the geogrid reinforcement. Use geosynthetic properties for the direction reinforcement will be installed, a 3-year design life and shoring backfill to be used in the reinforced zone.

Do not use more than 4 different reinforcement strengths for each temporary geosynthetic wall. Design temporary geotextile walls for a reinforcement coverage ratio (R_c) of 1.0. For temporary geogrid walls with an R_c of less than 1.0, use a maximum horizontal clearance between geogrids of 3 feet and stagger reinforcement so geogrids are centered over gaps in the reinforcement layer below.

For temporary geosynthetic walls, use “L” shaped welded wire facing with 18 to 24 inch long legs. Locate geotextile or geogrid reinforcement so reinforcement layers are at the same level as the horizontal legs of welded wire facing. Use vertical reinforcement spacing equal to facing height. Wrap geotextile or geogrid reinforcement behind welded wire facing and extend reinforcement at least 3 feet back behind facing into shoring backfill.

For temporary wire walls with separate reinforcement and facing components, attach welded wire grid or metallic strip reinforcement to welded wire facing with a connection approved by the Department. For temporary geogrid and wire walls, retain shoring backfill at welded wire facing with retention geotextiles and extend geotextiles at least 3 feet back behind facing into backfill.

(D) Preconstruction Meeting

The Engineer may require a shoring preconstruction meeting to discuss the construction, inspection and testing of the temporary shoring. If required and if this meeting occurs before all shoring submittals have been accepted, additional preconstruction meetings may be required before beginning construction of temporary shoring without accepted submittals. The Resident, District or Bridge Maintenance Engineer, Area Construction Engineer, Geotechnical Operations Engineer, Contractor and Shoring Contractor Superintendent will attend preconstruction meetings.

Construction Methods

Control drainage during construction in the vicinity of shoring. Direct run off away from shoring and shoring backfill. Contain and maintain backfill and protect material from erosion.

Install positive protection in accordance with the contract and accepted submittals. Use PCB in accordance with Section 1170 of the *2018 Standard Specifications* and 2018 Roadway Standard Drawing No. 1170.01. Use temporary guardrail in accordance with Section 862 of the *2018 Standard Specifications* and 2018 Roadway Standard Drawing Nos. 862.01, 862.02 and 862.03.

(A) Tolerances

Construct shoring with the following tolerances:

- (1) Horizontal wires of welded wire facing are level in all directions,
- (2) Shoring location is within 6 inches of horizontal and vertical alignment shown in the accepted submittals, and
- (3) Shoring plumbness (batter) is not negative and within 2 degrees of vertical.

(B) Cantilever, Braced and Anchored Shoring Installation

If overexcavation behind cantilever, braced or anchored shoring is shown in the accepted submittals, excavate before installing piles. Otherwise, install piles before excavating for shoring. Install cantilever, braced or anchored shoring in accordance with the construction sequence shown in the accepted submittals. Remove piles and if applicable, timber lagging when shoring is no longer needed.

(1) Pile Installation

Install piles with the minimum required embedment and extension in accordance with Subarticles 450-3(D) and 450-3(E) of the *2018 Standard Specifications* except that a pile driving equipment data form is not required. Piles may be installed with a vibratory hammer as approved by the Engineer.

Do not splice sheet piles. Use pile excavation to install drilled-in H-piles. After filling holes with concrete or grout to the elevations shown in the accepted submittals, remove any fluids and fill remaining portions of holes with flowable fill. Cure concrete or grout at least 7 days before excavating.

Notify the Engineer if refusal is reached before pile excavation or driven piles attain the minimum required embedment. When this occurs, a revised design submittal may be required.

(2) Excavation

Excavate in front of piles from the top down in accordance with the accepted submittals. For H-piles with timber lagging and braced and anchored shoring, excavate in staged horizontal lifts with a maximum height of 5 feet. Remove flowable fill and material in between H-piles as needed to install timber lagging. Position lagging with at least 3 inches of contact in the horizontal direction between the lagging and pile flanges. Do not excavate the next lift until timber lagging for the current lift is installed and if applicable, bracing and anchors for the current lift are accepted. Backfill behind cantilever, braced or anchored shoring with shoring backfill.

(3) Anchor Installation

If applicable, install foundations located behind anchored shoring before installing anchors. Fabricate and install ground anchors in accordance with the accepted submittals, Articles 6.4 and 6.5 of the *AASHTO LRFD Bridge Construction Specifications* and the following unless otherwise approved:

- (a) Materials in accordance with this provision are required instead of materials conforming to Articles 6.4 and 6.5.3 of the AASHTO LRFD Specifications,
- (b) Encapsulation-protected ground anchors in accordance with Article 6.4.1.2 of the AASHTO LRFD specifications are not required, and
- (c) Corrosion protection for unbonded lengths of ground anchors and anchorage covers are not required.
- (d) Measure grout temperature, density and flow during grouting with at least the same frequency grout cubes are made for compressive strength. Perform density and flow field tests in the presence of the Engineer in accordance with American National Standards Institute/American Petroleum Institute Recommended Practice 13B-1 (Section 4, Mud Balance) and ASTM C939 (Flow Cone), respectively.

Install helical anchors in accordance with the accepted submittals and Anchor Manufacturer's instructions. Measure torque during installation and do not exceed the torsional strength rating of the helical anchor. Attain the minimum required installation torque and penetration before terminating anchor installation. When replacing a helical anchor, embed last helix of the replacement anchor at least 3 helix plate diameters past the location of the first helix of the previous anchor.

(4) Anchor Testing

Proof test and lock-off anchors in accordance with the accepted submittals and Article 6.5.5 of the *AASHTO LRFD Bridge Construction Specifications* except for the acceptance criteria in Article 6.5.5.5. For the AASHTO LRFD specifications, "ground anchor" refers to a ground or helical anchor and "tendon" refers to a bar, strand or shaft.

(a) Anchor Acceptance

Anchor acceptance is based in part on the following criteria.

- (i) For ground and helical anchors, total movement is less than 0.04 inches between the 1 and 10 minute readings or less than 0.08 inches between the 6 and 60 minute readings.
- (ii) For ground anchors, total movement at maximum test load exceeds 80% of the theoretical elastic elongation of the unbonded length.

(b) Anchor Test Results

Submit PDF files of anchor test records including movement versus load plots for each load increment within 24 hours of completing each row of anchors. The Engineer will review the test records to determine if the anchors are acceptable.

If the Engineer determines an anchor is unacceptable, revise the anchor design or installation methods. Submit a revised anchored shoring design for acceptance and provide an acceptable anchor with the revised design or installation methods. If required, replace the anchor or provide additional anchors with the revised design or installation methods.

(C) Temporary Wall Installation

Excavate as necessary for temporary walls in accordance with the plans and accepted submittals. If applicable, install foundations located in the reinforced zone before placing shoring backfill or reinforcement unless otherwise approved. Notify the Engineer when foundation excavation is complete. Do not place shoring backfill or reinforcement until excavation dimensions and foundation material are approved.

Erect welded wire facing so the wall position is as shown in the plans and accepted submittals. Set welded wire facing adjacent to each other in the horizontal and vertical direction to completely cover the wall face with facing. Stagger welded wire facing to create a running bond by centering facing over joints in the row below.

Wrap geotextile reinforcement and retention geotextiles behind welded wire facing as shown in the plans and accepted submittals and cover geotextiles with at least 3" of shoring backfill. Overlap adjacent geotextile reinforcement and retention and separation geotextiles at least 18 inches with seams oriented perpendicular to the wall face. Hold geotextiles in place with wire staples or anchor pins as needed.

Place reinforcement within 3 inches of locations shown in the plans and accepted submittals. Before placing shoring backfill, pull reinforcement taut so it is in tension and free of kinks, folds, wrinkles or creases. Install reinforcement with the direction shown in the plans and accepted submittals. For temporary wire walls with separate reinforcement and facing components, attach welded wire grid or metallic strip reinforcement to welded wire facing as shown in the accepted submittals. Do not splice or overlap reinforcement so seams are parallel to the wall face. Contact the Engineer when unanticipated existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with reinforcement.

Place shoring backfill in the reinforced zone in 8 to 10 inch thick lifts. Compact A-2-4 soil and Class II, Type 1 and Class III select material in accordance with Subarticle 235-3(C) of the *2018 Standard Specifications*. Use only hand operated compaction equipment to compact backfill within 3 feet of welded wire facing. At a distance greater than 3 feet, compact shoring backfill with at least 4 passes of an 8 to 10 ton vibratory roller in a direction parallel to the wall face. Smooth wheeled or rubber tired rollers are also acceptable for compacting backfill. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet. Do not displace or damage reinforcement when placing and compacting shoring backfill. End dumping directly on geotextile or geogrid reinforcement is not permitted. Do not operate heavy equipment on reinforcement until it is covered with at least 8 inches of shoring backfill. Replace any damaged reinforcement to the satisfaction of the Engineer.

Backfill for temporary walls outside the reinforced zone in accordance with Article 410-8 of the *2018 Standard Specifications*. Bench temporary walls into the sides of excavations where applicable. For temporary geosynthetic walls with top of wall within 5 feet of finished grade, remove top facing and incorporate top reinforcement layer into fill when placing fill in front of wall. Temporary walls remain in place permanently unless otherwise required.

Measurement and Payment

Temporary Shoring will be measured and paid in square feet. Temporary walls will be measured as the square feet of exposed wall face area. Cantilever, braced or anchored shoring will be measured as the square feet of exposed shoring face area with the shoring height equal to the difference between the top and bottom of shoring elevations. Define “top of shoring” as where the grade intersects the back of sheet piles or H-piles and timber lagging. Define “bottom of shoring” as where the grade intersects front of sheet piles or H-piles and timber lagging. No measurement will be made for any embedment, shoring extension above top of shoring or pavement thickness above temporary walls.

The contract unit price for *Temporary Shoring* will be full compensation for providing shoring designs, submittals and materials, excavating, backfilling, hauling and removing excavated materials and supplying all labor, tools, equipment and incidentals necessary to construct temporary shoring.

No payment will be made for temporary shoring not shown in the plans or required by the Engineer including shoring for OSHA reasons or the Contractor’s convenience. No value engineering proposals will be accepted based solely on revising or eliminating shoring locations shown in the plans or estimated quantities shown in the bid item sheets as a result of actual field measurements or site conditions.

PCB will be measured and paid in accordance with Section 1170 of the *2018 Standard Specifications*. No additional payment will be made for anchoring PCB for temporary shoring. Costs for anchoring PCB will be incidental to temporary shoring.

Temporary guardrail will be measured and paid for in accordance with Section 862 of the *2018 Standard Specifications*.

Payment will be made under:

Pay Item
Temporary Shoring

Pay Unit
SF

No. 57 STONE

(SPECIAL)

General

Provide No. 57 Stone where indicated in the plans in accordance with the Standard Specifications and this Special Provision. No. 57 Stone shall be used as the backfill material behind retaining walls and adjacent to the underpass

No. 57 Stone shall be standard size No. 57 coarse aggregate that meets the general requirements of Section 1005 of the Standard Specifications, including handling and storage and testing. No. 57 shall meet the gradation requirements of Table 1005-1 of the Standard Specifications.

Measurement

At a minimum, the No. 57 Stone shall be placed from the fill face of retaining wall to the back of heel of retaining wall footing and extend vertically from the top of footing to within 2 feet of the proposed finished grade. No. 57 Stone shall extend at least 5 feet outside exterior faces of underpass for the entire length and measure vertically from the bottom of excavation to within 2 feet of the proposed finished grade.

Measurement and Payment

The quantity, measured as described above, will be paid for as “No. 57 STONE” at the contract unit price per Ton. Price and payment shall be full compensation for all material, tools, labor, equipment and incidentals necessary to complete the placement of the material.

Pay Item

Pay Unit

No. 57 Stone

Ton

**UNCLASSIFIED STRUCTURE EXCAVATION,
RAMPS, STAIRS & WALKWAYS**

(SPECIAL)

General

Unclassified Structure Excavation, Ramps, Walkways & Stairs is excavation whose removal is required for the construction of the underpass access channels and stairways contained within the limits of the retaining walls. This excavation accounts for excavation outside the pay limits of “Underpass Excavation” and “Foundation Excavation, Retaining Wall”. Excavate, brace, shore, provide sheeting and cribbing, backfill, haul and dispose of materials.

Remove and dispose of boulders, vegetative material and any other objectionable material. Dispose of all timber, stumps and debris in accordance with Article 200-6.

Use and place suitable excavated material in accordance with Articles 410-7 and 410-8.

Measurement and Payment

The price and payment below will be full compensation for all items required to complete unclassified structure excavation including, but not limited to those items listed above.

“UNCLASSIFIED STRUCTURE EXCAVATION, RAMPS, STAIRS & WALKWAYS” will be measured and paid on a cubic yard basis.

The upper limits for measurement are the actual ground surface at the time of starting work. The lower limits for measurement are established by the plans or as directed in writing.

Pay Item

Pay Unit

Unclassified Structure Excavation, Ramps, Stairs & Walkways

CY

UNDERPASS EXCAVATION

(SPECIAL)

General

Excavate all material necessary for the construction of the underpass in accordance with the contract or as directed. Excavate, brace, shore, provide sheeting, underpass foundation conditioning, subsurface drainage and drawings, backfill, haul and dispose of materials. Excavate for Underpass in accordance with the Foundation Excavation requirements of Article 414-3 of the Standard Specifications.

Materials

Excavate to a depth as directed below the bottom of underpass and replace excavated material with Foundation Conditioning Material, Underpass.

When the foundation material beneath a portion of the barrel or wing footing is rock or incompressible material and softer material is beneath the remainder of the underpass, excavate the rock material within the neat lines of the underpass to a depth of 12” below the bottom of underpass and backfill with foundation conditioning material.

Use Foundation Conditioning Material, Underpass as described within these special provisions.

Use suitable excavated material in accordance with Article 410-7 of the Standard Specifications.

Construction Methods

As soon as practical after completing construction of the underpass, adjacent retaining walls, and installation of any drainage structures, place the No. 57 stone and backfill as shown in the plans and in accordance with Article 414-7 of the Standard Specifications.

Outside the limits of No. 57 stone indicated in the plans, use approved material for remaining backfill that is free from large or frozen lumps, wood or other undesirable material. Where there is not adequate quantity of suitable backfill material available from culvert excavation, provide suitable backfill material compensated in accordance with Subarticle 410-10(C) of the Standard Specifications.

Eliminate any excavated slope adjacent to backfill areas by stepping or serrating to prevent wedge action.

Place and compact all portions of the backfill that become part of roadway typical sections or their foundations in accordance with Subarticles 235-3(B) and 235-3(C). Place all other portions of the backfill in layers not more than 10” in depth of loose measure and compact to a density comparable to the adjacent undisturbed material. Refill all excavated spaces not filled with permanent work with earth up to the ground surface existing before the excavation or as noted in the plans.

Do not place backfill or embankment behind the walls of the underpass until after placing the top slab and allowing the development of the minimum compressive strength of 3,000 psi.

Place No. 57 stone or backfill material simultaneously insofar as possible to approximately the same elevation on both sides of the underpass and do not carry it to an elevation higher than one foot above the bottom slab until the concrete develops the minimum required strength for the Class AA Concrete as Specified in Table 1000-1.

Measurement and Payment

The price and payment below will be full compensation for all items required to complete Underpass Excavation. “UNDERPASS EXCAVATION” will be measured and paid on a cubic yard basis. No measurement for payment will be made for this pay item, and no adjustment in the contract unit price will be made unless the size, length, elevation or location of the underpass is revised. If the size, length, elevation or location of the underpass is revised, such revision will be an alteration of plans or details of construction in accordance with Article 104-3.

Where it is necessary to provide backfill material from sources other than excavated areas or borrow sources used in connection with other work in the contract, payment for furnishing and hauling such backfill material will be paid as extra work in accordance with Article 104-7. Placing and compacting such backfill material is no extra work but is incidental to the work being performed.

Pay Item

Pay Unit

Underpass Excavation

CY

FOUNDATION CONDITIONING MATERIAL, UNDERPASS

(SPECIAL)

General

Excavate to a depth as directed in the plans and these special provisions below the bottom of underpass and replace excavated material with Foundation Conditioning Material, Underpass. Use Class VI select material foundation conditioning material in accordance with Section 1016 of the Standard Specifications.

Measurement and Payment

“FOUNDATION CONDITIONING MATERIAL, UNDERPASS” will be measured and paid in tons of material that is placed within the established limits. The number of tons of material is determined by weighing the material in trucks in accordance with Article 106-7. No deduction will be made for any moisture contained in the material at the time of weighing. Such price and payment will be full compensation for all excavation made below the bottom of underpass in addition to furnishing, hauling and placing the foundation condition material.

Pay Item

Pay Unit

Foundation Conditioning Material, Underpass

Ton

FOUNDATION CONDITIONING MATERIAL, RETAINING WALL

(SPECIAL)

General

Excavate to a depth as directed in the plans and these special provisions below the bottom of underpass and replace excavated material with Foundation Conditioning Material, Retaining Wall. Use Class VI select material foundation conditioning material in accordance with Section 1016 of the Standard Specifications.

Measurement and Payment

“FOUNDATION CONDITIONING MATERIAL, RETAINING WALL” will be measured and paid in tons of material that is placed within the established limits. The number of tons of material is determined by weighing the material in trucks in accordance with Article 106-7. No deduction will be made for any moisture contained in the material at the time of weighing. Such price and payment will be full compensation for all excavation made below the bottom of underpass in addition to furnishing, hauling and placing the foundation condition material.

Pay Item

Pay Unit

Foundation Conditioning Material, Retaining Wall

Ton

CLASS AA CONCRETE, UNDERPASS

(SPECIAL)

Description

Construct cast-in-place concrete underpass in conformity with the lines, grades and dimensions shown in the contract. Furnish and place concrete, joint filler and sealer, curing agents, and any other material, erect and remove all falsework and forms, protect concrete in wind, rain, low humidity, high temperatures or other unfavorable weather; construct joints; finish and cure concrete; protect concrete from rust stains.

Items required for construction including Falsework and Forms, Placing Concrete, Pumping Concrete, Slump Tests, Placing Concrete in Cold Weather, Construction Joints, Expansion Joints, Curing Concrete, Removal of Forms and Falsework, and Surface Finish shall comply with Section 420 of the Standard Specifications.

Materials

Class AA Concrete shall meet the requirements identified in Table 1000-1 of the Standard Specifications and comply with the applicable sections within Division 10 of the Standard Specifications.

Measurement and Payment

“CLASS AA CONCRETE, UNDERPASS” will be measured and paid as the number of cubic yards of concrete that is incorporated into the completed and accepted structures except as indicated below. The number of cubic yards of concrete is computed from the dimensions shown in the plans or from revised dimensions authorized by the Engineer. Such price and payment will be full compensation for all items required to construct the concrete underpass including excavating and backfilling, furnishing and placing concrete, and constructing and sealing joints. Remove forms and repair, remove or replace as directed, concrete containing plastic shrinkage cracks or other defects at no cost to the Department.

Pay Item

Pay Unit

Class AA Concrete, Underpass

CY

CLASS AA CONCRETE, RETAINING WALL

(SPECIAL)

Description

Construct cast-in-place concrete retaining walls in conformity with the lines, grades and dimensions shown in the contract. Furnish and place concrete, joint filler and sealer, curing agents, and any other material, erect and remove all falsework and forms, protect concrete in wind, rain, low humidity, high temperatures or other unfavorable weather; construct joints; finish and cure concrete; protect concrete from rust stains.

Items required for construction including Falsework and Forms, Placing Concrete, Pumping Concrete, Slump Tests, Placing Concrete in Cold Weather, Construction Joints, Expansion Joints, Curing Concrete, Removal of Forms and Falsework, and Surface Finish shall comply with Section 420 of the Standard Specifications.

All internal exposed faces of cast-in-place retaining walls shall receive an aesthetic treatment using a Vac-U-Form Plastic Formliner, Pattern 16940 by Fitzgerald Formliners or equivalent. A concrete stain shall be applied as indicated in the plans. Aesthetic treatment and stain shall terminate 12” from the top of retaining wall. Pattern and stain color shall be approved by the Engineer prior to commencing construction.

Materials

Class AA Concrete shall meet the requirements identified in Table 1000-1 of the Standard Specifications and comply with the applicable sections within Division 10 of the Standard Specifications.

Measurement and Payment

“CLASS AA CONCRETE, RETAINING WALL” will be measured and paid as the number of cubic yards of concrete that is incorporated into the completed and accepted structures except as indicated below. The number of cubic yards of concrete is computed from the dimensions shown in the plans or from revised dimensions authorized by the Engineer. Such price and payment will be full compensation for all items required to construct the concrete retaining walls including excavating and backfilling, furnishing and placing concrete, formliner, stain and sealers, and constructing and sealing joints. Remove forms and repair, remove or replace as directed, concrete containing plastic shrinkage cracks or other defects at no cost to the Department.

Pay Item	Pay Unit
Class AA Concrete, Retaining Wall	CY

CLASS A CONCRETE, STAIRS (SPECIAL)

Description

Construct cast-in-place concrete stairs in conformity with the lines, grades and dimensions shown in the contract. Furnish and place concrete, joint filler and sealer, curing agents, and any other material, erect and remove all falsework and forms, protect concrete in wind, rain, low humidity, high temperatures or other unfavorable weather; construct joints; finish and cure concrete; protect concrete from rust stains.

Items required for construction including Falsework and Forms, Placing Concrete, Pumping Concrete, Slump Tests, Placing Concrete in Cold Weather, Construction Joints, Expansion Joints, Curing Concrete, Removal of Forms and Falsework, and Surface Finish shall comply with Section 420 of the Standard Specifications.

Materials

Class A Concrete shall meet the requirements identified in Table 1000-1 of the Standard Specifications and comply with the applicable sections within Division 10 of the Standard Specifications.

Construction

Construct stairs in accordance with Section 825 and give a sidewalk finish, except as otherwise provided herein.

Broom the concrete surface in a transverse direction to traffic. Joint spacing shall match the contract plans. Seal expansion joints and do not seal control joints. Do not place backfill adjacent to stairs until at least 3 curing days, as defined in Article 825-9, have elapsed unless otherwise approved. Compact backfill to a degree comparable to the adjacent undisturbed material.

Measurement and Payment

“CLASS A CONCRETE, STAIRS” will be measured and paid as the number of cubic yards of concrete that is incorporated into the completed and accepted structures except as indicated below. The number of cubic yards of concrete is computed from the dimensions shown in the plans or from revised dimensions authorized by the Engineer. Such price and payment will be full compensation for all items required to construct the concrete stairs including excavating and backfilling, furnishing and placing concrete, and constructing and sealing joints. Remove forms and repair, remove or replace as directed, concrete containing plastic shrinkage cracks or other defects at no cost to the Department.

Pay Item

Pay Unit

Class A Concrete, Stairs

CY

6” RAMPS & WALKWAYS

(SPECIAL)

Description

Construct Portland cement concrete ramps and walkways to have a thickness of 6” and contain welded wire reinforcement in accordance with the contract plans.

Materials

Class A Concrete shall meet the requirements identified in Table 1000-1 of the Standard Specifications and comply with the applicable sections within Division 10 of the Standard Specifications. Use deformed welded wire reinforcement conforming to AASHTO M 221 and sized in accordance with the contract plans.

Construction

Construct ramps and walkways in accordance with Section 825 and give a sidewalk finish, except as otherwise provided herein.

Broom the concrete surface in a transverse direction to traffic. Joint spacing shall match the contract plans. Seal expansion joints and do not seal control joints. Do not place backfill adjacent to ramps and walkways until at least 3 curing days, as defined in Article 825-9, have elapsed unless otherwise approved. Compact backfill to a degree comparable to the adjacent u

Measurement and Payment

“6” RAMPS & WALKWAYS” will be measured and paid as the number of square yards of concrete that is incorporated into the completed and accepted structures except as indicated below. The number of square yards of concrete is computed from the dimensions shown in the plans or from revised dimensions authorized by the Engineer. Such price and payment will be full compensation for all items required to construct the concrete stairs including excavating and backfilling, furnishing and placing concrete, and constructing and sealing joints. Remove forms and repair, remove or replace as directed, concrete containing plastic shrinkage cracks or other defects at no cost to the Department.

Pay Item

Pay Unit

6” Ramps & Walkways

SY

REINFORCING STEEL, UNDERPASS

(SPECIAL)

General

Store steel reinforcement on blocking at least 12” above the ground; protect the steel at all times from damage; and when placing in the work, ensure it is free from dirt, dust loose mill scale, loose rust, paint, oil or other foreign materials.

Reinforcing Steel shall be Grade 60 deformed steel bar reinforcement conforming to ASTM A615. Bend and cut during fabrication with tolerances in accordance with the Manual of Standard Practice published by the Concrete Reinforcing Steel Institute. Bend the bars cold to the details shown in the plans.

Reinforcing steel bar supports shall comply with Section 1070-4 of the Standard Specifications. Fabricating and placing of reinforcement shall conform to Section 425 of the Standard Specifications.

Measurement and Payment

“REINFORCING STEEL, UNDERPASS” shall be measured and paid as the number of pounds of steel bar reinforcement. Where the plans are revised, the quantity to be paid is the quantity shown on the revised plans. Where directed to deviate from the plans; changing the quantities of

steel bar reinforcement; the quantity shown in the plans is increased or decreased by the theoretical computed weight of reinforcing steel added or subtracted by the change.

The quantity of reinforcing steel shown in the plans is an estimate based on the theoretical computed weight of the steel necessary to complete the work and will be used for pay purposes. No revision in this pay quantity nor any adjustment in the contract unit price for Reinforcing Steel, Stairs will be made except where revisions in the plans affect the quantity of reinforcing steel necessary to complete the work or where an error has been found in the estimate of steel shown in the plans.

Pay Item	Pay Unit
Reinforcing Steel, Underpass	LB

REINFORCING STEEL, STAIRS (SPECIAL)

General

Store steel reinforcement on blocking at least 12” above the ground; protect the steel at all times from damage; and when placing in the work, ensure it is free from dirt, dust loose mill scale, loose rust, paint, oil or other foreign materials.

Reinforcing Steel shall be Grade 60 deformed steel bar reinforcement conforming to ASTM A615. Bend and cut during fabrication with tolerances in accordance with the Manual of Standard Practice published by the Concrete Reinforcing Steel Institute. Bend the bars cold to the details shown in the plans.

Reinforcing steel bar supports shall comply with Section 1070-4 of the Standard Specifications. Fabricating and placing of reinforcement shall conform to Section 425 of the Standard Specifications.

Measurement and Payment

“REINFORCING STEEL, STAIRS” shall be measured and paid as the number of pounds of steel bar reinforcement. Where the plans are revised, the quantity to be paid is the quantity shown on the revised plans. Where directed to deviate from the plans; changing the quantities of steel bar reinforcement; the quantity shown in the plans is increased or decreased by the theoretical computed weight of reinforcing steel added or subtracted by the change.

The quantity of reinforcing steel shown in the plans is an estimate based on the theoretical computed weight of the steel necessary to complete the work and will be used for pay purposes. No revision in this pay quantity nor any adjustment in the contract unit price for Reinforcing Steel, Stairs will be made except where revisions in the plans affect the quantity of reinforcing steel necessary to complete the work or where an error has been found in the estimate of steel shown in the plans.

Pay Item

Reinforcing Steel, Stairs

Pay Unit

LB

BENTONITE GEOTEXTILE WATERPROOFING MEMBRANE

(SPECIAL)

General

A composite waterproofing membrane for protection of backfilled concrete retaining walls, structural slabs, earth covered roofs, and underpass subject to continuous or intermittent hydrostatic pressure shall consist of waterproofing liner, bentonite and geotextile fabric. The bentonite geotextile waterproofing membrane shall be capable of performing as a continuous watertight installation to the exterior of the structure, seal expansion and control joints, construction joints, openings and penetrations in the structure without resultant moisture deterioration. The bentonite geotextile waterproofing membrane shall comply with the manufacturer's specifications and meet the ASTM testing requirements listed by the manufacturer. Delivery, storage, handling and installation shall be performed in accordance with the manufacturer's specification.

Measurement and Payment

"BENTONITE GEOTEXTILE WATERPROOFING MEMBRANE" will be measured and paid in square yards of material that is placed within the established limits. The area of material is determined by according to the contract plans. No deduction will be made due to adjustments in material overlap. Such price and payment will be full compensation for all material and work covered by this provision; necessary to complete the work as shown in the plans.

Pay Item

Bentonite Geotextile Waterproofing Membrane

Pay Unit

SY

METAL HANDRAIL (TOP-MOUNTED)

(SPECIAL)

Description

The Metal Handrail (Side-Mounted) shall be constructed of the type specified, where shown on the plans or as directed.

Material

Aluminum pipe railing and base plates conforming to ASTM B429, Alloy 6061-T6. Bolts, cap screws and nuts shall be stainless steel conforming to ASTM A276, Type 304 and conform to ASTM, A276, Type 302. Anchor plates shall be A36 steel. Anchor rods shall conform to ASTM A276, Type 302 or 304.

Measurement and Payment

The quantity of Metal Handrail to be paid for will be the actual number of linear feet of handrail, measured along the top of the rail which has been completed and accepted. The quantity of Metal Handrail (Top-Mounted), measured as provided herein, will be paid for at the contract unit price per linear feet for "METAL HANDRAIL (TOP-MOUNTED)".

The above prices and payments will be full compensation for all work covered by this provision including but not limited to furnishing posts, rail bars, base plates, anchor cords, hardware and all other materials; fabrication and erection of the handrail; and incidentals necessary to complete the work as shown on the plans.

Pay Item	Pay Unit
METAL HANDRAIL (TOP-MOUNTED)	LIN. FT.

<u>METAL HANDRAIL (SIDE-MOUNTED)</u>	(SPECIAL)
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Description

The Metal Handrail (Side-Mounted) shall be constructed of the type specified, where shown on the plans or as directed.

Material

Aluminum pipe railing and base plates conforming to ASTM B429, Alloy 6061-T6. Bolts, cap screws and nuts shall be stainless steel conforming to ASTM A276, Type 304 and conform to ASTM, A276, Type 302. Anchor plates shall be A36 steel. Anchor rods shall conform to ASTM A276, Type 302 or 304.

Measurement and Payment

The quantity of Metal Handrail to be paid for will be the actual number of linear feet of handrail, measured along the top of the rail which has been completed and accepted. The quantity of Metal Handrail (Side-Mounted) measured as provided herein, will be paid for at the contract unit price per linear feet for "METAL HANDRAIL (SIDE-MOUNTED)".

The above prices and payments will be full compensation for all work covered by this provision including but not limited to furnishing posts, rail bars, base plates, anchor cords, hardware and all other materials; fabrication and erection of the handrail; and incidentals necessary to complete the work as shown on the plans.

Pay Item	Pay Unit
METAL HANDRAIL (SIDE-MOUNTED)	LIN. FT.

County : Wake

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum	L.S.	
0003	0043000000-N	226	GRADING	Lump Sum	L.S.	
0004	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUB-BING	1 ACR		
0005	0057000000-E	226	UNDERCUT EXCAVATION	100 CY		
0006	0195000000-E	265	SELECT GRANULAR MATERIAL	100 CY		
0007	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	100 SY		
0008	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	210 TON		
0009	0320000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	640 SY		
0010	0335200000-E	305	15" DRAINAGE PIPE	176 LF		
0011	0342000000-E	310	*** SIDE DRAIN PIPE (12')	16 LF		
0012	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	16 LF		
0013	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	824 LF		
0014	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	860 LF		
0015	0995000000-E	340	PIPE REMOVAL	607 LF		
0016	1121000000-E	520	AGGREGATE BASE COURSE	169 TON		
0017	1220000000-E	545	INCIDENTAL STONE BASE	100 TON		
0018	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (1-1/2")	3,020 SY		

County : Wake

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0019	1330000000-E	607	INCIDENTAL MILLING	40		SY
0020	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	540		TON
0021	1498000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE 119.0B	450		TON
0022	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	590		TON
0023	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	85		TON
0024	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	170		TON
0025	2000000000-N	806	RIGHT-OF-WAY MARKERS	8		EA
0026	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	25		EA
0027	2297000000-E	840	MASONRY DRAINAGE STRUCTURES	5.9		CY
0028	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	93		LF
0029	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	4		EA
0030	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	1		EA
0031	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	1		EA
0032	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	2		EA
0033	2396000000-N	840	FRAME WITH COVER, STD 840.54	15		EA
0034	2473000000-N	SP	GENERIC DRAINAGE ITEM GDI FRAME W/ 2 ADA GRATES	5		EA
0035	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	1,200		LF

County : Wake

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0036	2591000000-E	848	4" CONCRETE SIDEWALK	1,090		SY
0037	2605000000-N	848	CONCRETE CURB RAMPS	4		EA
0038	3030000000-E	862	STEEL BEAM GUARDRAIL	75		LF
0039	3045000000-E	862	STEEL BEAM GUARDRAIL, SHOP CURVED	25		LF
0040	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	3		EA
0041	3210000000-N	862	GUARDRAIL END UNITS, TYPE CAT-1	2		EA
0042	3435000000-N	SP	GENERIC GUARDRAIL ITEM BOLLARDS (PERMANENT)	10		EA
0043	3435000000-N	SP	GENERIC GUARDRAIL ITEM BOLLARDS (REMOVABLE)	3		EA
0044	3572000000-E	867	CHAIN LINK FENCE RESET	305		LF
0045	3578000000-N	SP	GENERIC FENCING ITEM 30' STEEL PIPE GATE	1		EA
0046	3649000000-E	876	RIP RAP, CLASS B	3		TON
0047	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	235		SY
0048	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	416		SF
0049	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	96		SF
0050	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	114		SF
0051	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	2		EA
0052	4430000000-N	1130	DRUMS	50		EA
0053	4445000000-E	1145	BARRICADES (TYPE III)	60		LF
0054	4455000000-N	1150	FLAGGER	20		DAY

County : Wake

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0055	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	2	EA	
0056	4470000000-N	1160	REMOVE & RESET TEMPORARY CRASH CUSHION	2	EA	
0057	4485000000-E	1170	PORTABLE CONCRETE BARRIER	486	LF	
0058	4500000000-E	1170	REMOVE & RESET PORTABLE CONCRETE BARRIER	270	LF	
0059	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	1,784	LF	
0060	4710000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	1,272	LF	
0061	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	5	EA	
0062	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	7,200	LF	
0063	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	7,200	LF	
0064	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	32	EA	
0065	5070000000-N	SP	STANDARD FOUNDATION ***** (R1)	11	EA	
0066	5125000000-E	1407	ELECTRIC SERVICE LATERAL ***** (3 #1/0 USE)	40	LF	
0067	5130000000-N	1408	LIGHT CONTROL EQUIPMENT, TYPE ***** (120/240V)	1	EA	
0068	5155000000-E	1409	ELECTRICAL DUCT, TYPE BD, SIZE ***** (1")	265	LF	
0069	5155000000-E	1409	ELECTRICAL DUCT, TYPE BD, SIZE ***** (1.5")	425	LF	

County : Wake

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0070	5155000000-E	1409	ELECTRICAL DUCT, TYPE BD, SIZE ***** (2")	60	LF	
0071	5155000000-E	1409	ELECTRICAL DUCT, TYPE BD, SIZE ***** (3")	190	LF	
0072	5155000000-E	1409	ELECTRICAL DUCT, TYPE BD, SIZE ***** (3/4")	285	LF	
0073	5165000000-E	1410	** #10 W/G FEEDER CIRCUIT (2)	130	LF	
0074	5200000000-E	1410	** #10 W/G FEEDER CIRCUIT IN ***** CONDUIT (2, 1.5")	1,020	LF	
0075	5240000000-N	1411	ELECTRICAL JUNCTION BOXES ***** (IG11)	1	EA	
0076	5240000000-N	1411	ELECTRICAL JUNCTION BOXES ***** (IG18)	6	EA	
0077	5253000000-N	1412	UNDERPASS CIRCUITRY AT ***** (STATION 15+58)	Lump Sum	L.S.	
0078	5260000000-N	SP	GENERIC LIGHTING ITEM PRIMARY ELECTRICAL SERVICE	Lump Sum	L.S.	
0079	5270000000-N	SP	GENERIC LIGHTING ITEM PEDESTRIAN LIGHT STANDARD - 100W LED	6	EA	
0080	5270000000-N	SP	GENERIC LIGHTING ITEM PEDESTRIAN LIGHT STANDARD - 60W LED	5	EA	
0081	5270000000-N	SP	GENERIC LIGHTING ITEM UNDERPASS LUMINAIRE - LED	12	EA	
0082	6000000000-E	1605	TEMPORARY SILT FENCE	1,680	LF	
0083	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	540	TON	
0084	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	120	TON	

County : Wake

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0085	6012000000-E	1610	SEDIMENT CONTROL STONE	560	TON	
0086	6015000000-E	1615	TEMPORARY MULCHING	1	ACR	
0087	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	100	LB	
0088	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	0.5	TON	
0089	6024000000-E	1622	TEMPORARY SLOPE DRAINS	376	LF	
0090	6029000000-E	SP	SAFETY FENCE	1,500	LF	
0091	6030000000-E	1630	SILT EXCAVATION	730	CY	
0092	6036000000-E	1631	MATTING FOR EROSION CONTROL	1,500	SY	
0093	6037000000-E	SP	COIR FIBER MAT	100	SY	
0094	6042000000-E	1632	1/4" HARDWARE CLOTH	205	LF	
0095	6071010000-E	SP	WATTLE	30	LF	
0096	6071020000-E	SP	POLYACRYLAMIDE (PAM)	10	LB	
0097	6071030000-E	1640	COIR FIBER BAFFLE	310	LF	
0098	6084000000-E	1660	SEEDING & MULCHING	0.6	ACR	
0099	6087000000-E	1660	MOWING	0.3	ACR	
0100	6090000000-E	1661	SEED FOR REPAIR SEEDING	50	LB	
0101	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25	TON	
0102	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	50	LB	
0103	6108000000-E	1665	FERTILIZER TOPDRESSING	0.75	TON	
0104	6114500000-N	1667	SPECIALIZED HAND MOWING	10	MHR	
0105	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	15	EA	

County : Wake

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0106	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	2		EA

CULVERT ITEMS						

0107	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	1,456		SY

0108	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	1,100		LF

0109	2077000000-E	815	6" OUTLET PIPE	90		LF

0110	8077000000-E	410	FOUNDATION EXCAVATION (RETAINING WALL)	13,920		CY

0111	8252000000-E	425	REINFORCING STEEL (RETAINING WALL)	169,451		LB

0112	8811000000-E	SP	GENERIC CULVERT ITEM METAL HANDRAIL (SIDE MOUNTED)	944		LF

0113	8811000000-E	SP	GENERIC CULVERT ITEM METAL HANDRAIL (TOP MOUNTED)	1,188		LF

0114	8815000000-E	SP	GENERIC CULVERT ITEM REINFORCING STEEL, STAIRS	1,564		LB

0115	8815000000-E	SP	GENERIC CULVERT ITEM REINFORCING STEEL, UNDERPASS	96,200		LB

0116	8818000000-E	SP	GENERIC CULVERT ITEM FOUNDATION CONDITIONING MATERIAL, UNDERPASS	237		TON

0117	8818000000-E	SP	GENERIC CULVERT ITEM NO 57 STONE	5,645		TON

0118	8822000000-E	SP	GENERIC CULVERT ITEM 6" RAMPS & WALKWAYS	1,150		SY

0119	8822000000-E	SP	GENERIC CULVERT ITEM BENTONITE GEOTEXTILE WATER-PROOFING MEMBRANE	2,785		SY

County : Wake

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0120	8825000000-E	SP	GENERIC CULVERT ITEM CLASS A CONCRETE, STAIRS	36.1 CY		
0121	8825000000-E	SP	GENERIC CULVERT ITEM CLASS AA CONCRETE, RETAINING WALL	1,159 CY		
0122	8825000000-E	SP	GENERIC CULVERT ITEM CLASS AA CONCRETE, UNDERPASS	692 CY		
0123	8825000000-E	SP	GENERIC CULVERT ITEM UNCLASSIFIED STRUCTURE EXCAVA- TION, RAMPS, STAIRS & WALKWAYS	4,430 CY		
0124	8825000000-E	SP	GENERIC CULVERT ITEM UNDERPASS EXCAVATION	5,705 CY		
0125	8846000000-E	SP	GENERIC RETAINING WALL ITEM FOUNDATION CONDITIONING MATE- RIAL, RETAINING WALL	1,047 TON		
0126	8847000000-E	SP	GENERIC RETAINING WALL ITEM TEMPORARY SHORING	5,200 SF		
			Total Amount Of Bid For Entire Project :			

1445/Dec14/Q355293.4/D553521760000/E126

DBE GOAL SET: 8.00%
DBE GOAL OBT: 8.82%

Vendor 1 of 4: CROWDER CONSTRUCTION COMPANY (3685)
Call Order 006 (Proposal: C203908)

Bid Information

Proposal County: WAKE
Vendor Address: P O Box 30007
Charlotte , NC , 28230
Signature Check: George_F_Ellis_3685
Time Bid Received: January 16, 2018 01:19 PM
Amendment Count: 0

Bid Checksum: 892341C1
Bid Total: \$4,346,925.54
Items Total: \$4,346,925.54
Time Total: \$0.00

Bidding Errors:
None.

Vendor 1 of 4: CROWDER CONSTRUCTION COMPANY (3685)
Call Order 006 (Proposal: C203908)

Bid Bond Information

Projects:	Bond Maximum:
Counties:	State of Incorporation:
Bond ID: SNC18508098	Agency Execution Date: 1/12/2018 10
Paid by Check: No	Surety Name: surety2000
Bond Percent: 5%	Bond Agency Name: Liberty Mutual Insurance Company

Bidder 1 of 4

Vendor 3685's Bid Information for Call 006, Letting L180116, 01/16/18

Crowder Construction Company (3685)
Call Order 006 (Proposal ID C203908)

LIST OF DBE PARTICIPANTS

VENDOR NUMBER	DBE NAME ADDRESS	WORK CODE TYPE OF WORK	CERT TYPE AMOUNT	
MB 12196	COVENANT TRUCKING CO., INC. P. O. BOX 1000 , YOUNGSVILLE, NC 27596		Sub 96,623.15	COMMITTED
MB 12578	ADRIANA LOPEZ DBA LOPEZ REBAR 1024 CY CIRCLE , CONCORD, NC 28025		Sub 50,770.85	COMMITTED
WB 3080	CURTIN TRUCKING & DRAINAGE INC POST OFFICE BOX 38220 , CHARLOTTE, NC 282781003		Sub 45,153.00	COMMITTED
MB 12257	ALAMANCE STRIPING & EQUIPMENT L 2650 TABACCO ROAD , SNOW CAMP, NC 27349		Sub 15,248.00	COMMITTED
WB 4858	STATE CONTRACTING INC POST OFFICE BOX 91742 , RALEIGH, NC 27675		Sub 190,990.00	COMMITTED
			TOTAL: \$383,537.00	
			8.82%	

Vendor 3685's Bid Information for Call 006, Letting L180116, 01/16/18

Crowder Construction Company (3685)
Call Order 006 (Proposal ID C203908)

Miscellaneous Data Info - Contractor Responses:

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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	

Bidder 1 of 4

Bid Bond Data Info - Contractor Responses:

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BondID: SNC18508098
Surety Registry Agency: surety2000
Verified?: Yes
Surety Agency: Liberty Mutual Insurance Company
Bond Execution Date: 1/12/2018 10
Bond Amount: \$217,346.28 (Five Percent of Bid)

Dept of Transportation

Revised:

Contract ID: C203908

Project(s): HSIP-1656(5)

Letting Date: 01-16-18 Call Order: 006

Bidder: 3685 - Crowder Construction Company

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	197,026.69
0002	0000400000-N CONSTRUCTION SURVEYING	LUMP	LUMP	17,500.00
0003	0043000000-N GRADING	LUMP	LUMP	136,700.00
0004	0050000000-E SUPPLEMENTARY CLEARING & GRUB-BING	1.000 ACR	676.34000	676.34
0005	0057000000-E UNDERCUT EXCAVATION	100.000 CY	42.05000	4,205.00
0006	0195000000-E SELECT GRANULAR MATERIAL	100.000 CY	38.78000	3,878.00
0007	0196000000-E GEOTEXTILE FOR SOIL STABILIZATION	100.000 SY	3.12000	312.00
0008	0318000000-E FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	210.000 TON	50.86000	10,680.60
0009	0320000000-E FOUNDATION CONDITIONING GEOTEXTILE	640.000 SY	2.69000	1,721.60
0010	0335200000-E 15" DRAINAGE PIPE	176.000 LF	28.02000	4,931.52
0011	0342000000-E *** SIDE DRAIN PIPE (12")	16.000 LF	52.04000	832.64

Dept of Transportation

Revised:

Contract ID: C203908

Project(s): HSIP-1656(5)

Letting Date: 01-16-18 Call Order: 006

Bidder: 3685 - Crowder Construction Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0012	0366000000-E 15" RC PIPE CULVERTS, CLASS III	16.000	39.09000		625.44	
		LF				
0013	0372000000-E 18" RC PIPE CULVERTS, CLASS III	824.000	56.87000		46,860.88	
		LF				
0014	0378000000-E 24" RC PIPE CULVERTS, CLASS III	860.000	108.03000		92,905.80	
		LF				
0015	0995000000-E PIPE REMOVAL	607.000	14.81000		8,989.67	
		LF				
0016	1121000000-E AGGREGATE BASE COURSE	169.000	47.86000		8,088.34	
		TON				
0017	1220000000-E INCIDENTAL STONE BASE	100.000	28.87000		2,887.00	
		TON				
0018	1297000000-E MILLING ASPHALT PAVEMENT, ***"DEPTH (1-1/2")	3,020.000	8.45000		25,519.00	
		SY				
0019	1330000000-E INCIDENTAL MILLING	40.000	20.29000		811.60	
		SY				
0020	1489000000-E ASPHALT CONC BASE COURSE, TYPE B25.0B	540.000	80.00000		43,200.00	
		TON				
0021	1498000000-E ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	450.000	81.00000		36,450.00	
		TON				
0022	1519000000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5B	590.000	83.00000		48,970.00	
		TON				
0023	1575000000-E ASPHALT BINDER FOR PLANT MIX	85.000	505.00000		42,925.00	
		TON				

Contract ID: C203908

Project(s): HSIP-1656(5)

Letting Date: 01-16-18 Call Order: 006

Bidder: 3685 - Crowder Construction Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0024	1693000000-E ASPHALT PLANT MIX, PAVEMENT REPAIR	170.000 TON	202.90000	34,493.00
0025	2000000000-N RIGHT-OF-WAY MARKERS	8.000 EA	169.08000	1,352.64
0026	2286000000-N MASONRY DRAINAGE STRUCTURES	25.000 EA	3,294.78000	82,369.50
0027	2297000000-E MASONRY DRAINAGE STRUCTURES	5.900 CY	6,160.50000	36,346.95
0028	2308000000-E MASONRY DRAINAGE STRUCTURES	93.000 LF	520.06000	48,365.58
0029	2366000000-N FRAME WITH TWO GRATES, STD 840.24	4.000 EA	507.83000	2,031.32
0030	2374000000-N FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	1.000 EA	639.00000	639.00
0031	2374000000-N FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	1.000 EA	646.59000	646.59
0032	2374000000-N FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	2.000 EA	676.65000	1,353.30
0033	2396000000-N FRAME WITH COVER, STD 840.54	15.000 EA	419.82000	6,297.30
0034	2473000000-N GENERIC DRAINAGE ITEM GDI FRAME W/ 2 ADA GRATES	5.000 EA	1,950.00000	9,750.00
0035	2549000000-E 2'-6" CONCRETE CURB & GUTTER	1,200.000 LF	31.50000	37,800.00

Dept of Transportation

Revised:

Contract ID: C203908

Project(s): HSIP-1656(5)

Letting Date: 01-16-18 Call Order: 006

Bidder: 3685 - Crowder Construction Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0036	2591000000-E 4" CONCRETE SIDEWALK	1,090.000 SY	45.00000	49,050.00
0037	2605000000-N CONCRETE CURB RAMPS	4.000 EA	3,200.00000	12,800.00
0038	3030000000-E STEEL BEAM GUARDRAIL	75.000 LF	47.34000	3,550.50
0039	3045000000-E STEEL BEAM GUARDRAIL, SHOP CURVED	25.000 LF	55.46000	1,386.50
0040	3150000000-N ADDITIONAL GUARDRAIL POSTS	3.000 EA	14.88000	44.64
0041	3210000000-N GUARDRAIL END UNITS, TYPE CAT-1	2.000 EA	1,217.40000	2,434.80
0042	3435000000-N GENERIC GUARDRAIL ITEM BOLLARDS (PERMANENT)	10.000 EA	1,280.06000	12,800.60
0043	3435000000-N GENERIC GUARDRAIL ITEM BOLLARDS (REMOVABLE)	3.000 EA	2,403.37000	7,210.11
0044	3572000000-E CHAIN LINK FENCE RESET	305.000 LF	20.29000	6,188.45
0045	3578000000-N GENERIC FENCING ITEM 30' STEEL PIPE GATE	1.000 EA	7,845.50000	7,845.50
0046	3649000000-E RIP RAP, CLASS B	3.000 TON	97.86000	293.58
0047	3656000000-E GEOTEXTILE FOR DRAINAGE	235.000 SY	7.50000	1,762.50

Dept of Transportation

Revised:

Contract ID: C203908 Project(s): HSIP-1656(5)
 Letting Date: 01-16-18 Call Order: 006
 Bidder: 3685 - Crowder Construction Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0048	4400000000-E WORK ZONE SIGNS (STATIONARY)	416.000	9.47000	3,939.52
		SF		
0049	4405000000-E WORK ZONE SIGNS (PORTABLE)	96.000	11.55000	1,108.80
		SF		
0050	4410000000-E WORK ZONE SIGNS (BARRICADE MOUNTED)	114.000	13.25000	1,510.50
		SF		
0051	4420000000-N PORTABLE CHANGEABLE MESSAGE SIGN	2.000	13,500.00000	27,000.00
		EA		
0052	4430000000-N DRUMS	50.000	63.50000	3,175.00
		EA		
0053	4445000000-E BARRICADES (TYPE III)	60.000	50.05000	3,003.00
		LF		
0054	4455000000-N FLAGGER	20.000	162.32000	3,246.40
		DAY		
0055	4465000000-N TEMPORARY CRASH CUSHIONS	2.000	11,497.72000	22,995.44
		EA		
0056	4470000000-N REMOVE & RESET TEMPORARY CRASH CUSHION	2.000	3,719.85000	7,439.70
		EA		
0057	4485000000-E PORTABLE CONCRETE BARRIER	486.000	48.02000	23,337.72
		LF		
0058	4500000000-E REMOVE & RESET PORTABLE CONC- RETE BARRIER	270.000	27.05000	7,303.50
		LF		
0059	4686000000-E THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	1,784.000	2.03000	3,621.52
		LF		

Dept of Transportation

Revised:

Contract ID: C203908

Project(s): HSIP-1656(5)

Letting Date: 01-16-18 Call Order: 006

Bidder: 3685 - Crowder Construction Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0060	4710000000-E THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	1,272.000 LF	12.17000	15,480.24
0061	4725000000-E THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	5.000 EA	202.90000	1,014.50
0062	4810000000-E PAINT PAVEMENT MARKING LINES (4")	7,200.000 LF	0.95000	6,840.00
0063	4850000000-E REMOVAL OF PAVEMENT MARKING LINES (4")	7,200.000 LF	0.41000	2,952.00
0064	4900000000-N PERMANENT RAISED PAVEMENT MARKERS	32.000 EA	13.53000	432.96
0065	5070000000-N STANDARD FOUNDATION ***** (R1)	11.000 EA	1,518.66000	16,705.26
0066	5125000000-E ELECTRIC SERVICE LATERAL ***** (3 #1/0 USE)	40.000 LF	50.85000	2,034.00
0067	5130000000-N LIGHT CONTROL EQUIPMENT, TYPE ***** (120/240V)	1.000 EA	18,573.91000	18,573.91
0068	5155000000-E ELECTRICAL DUCT, TYPE BD, SIZE ***** (1")	265.000 LF	7.47000	1,979.55
0069	5155000000-E ELECTRICAL DUCT, TYPE BD, SIZE ***** (1.5")	425.000 LF	8.01000	3,404.25
0070	5155000000-E ELECTRICAL DUCT, TYPE BD, SIZE ***** (2")	60.000 LF	9.21000	552.60
0071	5155000000-E ELECTRICAL DUCT, TYPE BD, SIZE ***** (3")	190.000 LF	12.24000	2,325.60

Dept of Transportation

Revised:

Contract ID: C203908 Project(s): HSIP-1656(5)
 Letting Date: 01-16-18 Call Order: 006
 Bidder: 3685 - Crowder Construction Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0072	5155000000-E ELECTRICAL DUCT, TYPE BD, SIZE ***** (3/4")	285.000 LF	7.47000	2,128.95
0073	5165000000-E ** #10 W/G FEEDER CIRCUIT (2)	130.000 LF	4.40000	572.00
0074	5200000000-E ** #10 W/G FEEDER CIRCUIT IN *****" CONDUIT (2, 1.5")	1,020.000 LF	13.59000	13,861.80
0075	5240000000-N ELECTRICAL JUNCTION BOXES ***** (IG11)	1.000 EA	382.69000	382.69
0076	5240000000-N ELECTRICAL JUNCTION BOXES ***** (IG18)	6.000 EA	471.30000	2,827.80
0077	5253000000-N UNDERPASS CIRCUITRY AT ***** (STATION 15+58)	LUMP	LUMP	6,233.14
0078	5260000000-N GENERIC LIGHTING ITEM PRIMARY ELECTRICAL SERVICE	LUMP	LUMP	11,567.96
0079	5270000000-N GENERIC LIGHTING ITEM PEDESTRIAN LIGHT STANDARD - 100W LED	6.000 EA	3,725.94000	22,355.64
0080	5270000000-N GENERIC LIGHTING ITEM PEDESTRIAN LIGHT STANDARD - 60W LED	5.000 EA	3,509.17000	17,545.85
0081	5270000000-N GENERIC LIGHTING ITEM UNDERPASS LUMINAIRE - LED	12.000 EA	920.76000	11,049.12
0082	6000000000-E TEMPORARY SILT FENCE	1,680.000 LF	3.38000	5,678.40

Dept of Transportation

Revised:

Contract ID: C203908

Project(s): HSIP-1656(5)

Letting Date: 01-16-18 Call Order: 006

Bidder: 3685 - Crowder Construction Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0083	6006000000-E STONE FOR EROSION CONTROL, CLASS A	540.000 TON	43.00000	23,220.00
0084	6009000000-E STONE FOR EROSION CONTROL, CLASS B	120.000 TON	60.67000	7,280.40
0085	6012000000-E SEDIMENT CONTROL STONE	560.000 TON	51.60000	28,896.00
0086	6015000000-E TEMPORARY MULCHING	1.000 ACR	2,029.01000	2,029.01
0087	6018000000-E SEED FOR TEMPORARY SEEDING	100.000 LB	2.03000	203.00
0088	6021000000-E FERTILIZER FOR TEMPORARY SEED-ING	0.500 TON	1,217.42000	608.71
0089	6024000000-E TEMPORARY SLOPE DRAINS	376.000 LF	20.29000	7,629.04
0090	6029000000-E SAFETY FENCE	1,500.000 LF	4.06000	6,090.00
0091	6030000000-E SILT EXCAVATION	730.000 CY	10.98000	8,015.40
0092	6036000000-E MATTING FOR EROSION CONTROL	1,500.000 SY	3.72000	5,580.00
0093	6037000000-E COIR FIBER MAT	100.000 SY	7.44000	744.00
0094	6042000000-E 1/4" HARDWARE CLOTH	205.000 LF	4.06000	832.30

Dept of Transportation

Revised:

Contract ID: C203908

Project(s): HSIP-1656(5)

Letting Date: 01-16-18 Call Order: 006

Bidder: 3685 - Crowder Construction Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0095	6071010000-E WATTLE	30.000	13.53000	405.90
		LF		
0096	6071020000-E POLYACRYLAMIDE (PAM)	10.000	13.53000	135.30
		LB		
0097	6071030000-E COIR FIBER BAFFLE	310.000	13.53000	4,194.30
		LF		
0098	6084000000-E SEEDING & MULCHING	0.600	3,719.85000	2,231.91
		ACR		
0099	6087000000-E MOWING	0.300	541.07000	162.32
		ACR		
0100	6090000000-E SEED FOR REPAIR SEEDING	50.000	1.35000	67.50
		LB		
0101	6093000000-E FERTILIZER FOR REPAIR SEEDING	0.250	1,014.52000	253.63
		TON		
0102	6096000000-E SEED FOR SUPPLEMENTAL SEEDING	50.000	1.35000	67.50
		LB		
0103	6108000000-E FERTILIZER TOPDRESSING	0.750	1,014.49000	760.87
		TON		
0104	6114500000-N SPECIALIZED HAND MOWING	10.000	101.45000	1,014.50
		MHR		
0105	6117000000-N RESPONSE FOR EROSION CONTROL	15.000	273.94000	4,109.10
		EA		
0106	6117500000-N CONCRETE WASHOUT STRUCTURE	2.000	1,180.20000	2,360.40
		EA		

Dept of Transportation

Revised:

Contract ID: C203908

Project(s): HSIP-1656(5)

Letting Date: 01-16-18 Call Order: 006

Bidder: 3685 - Crowder Construction Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
				1,484,579.89
Section 0002 CULVERT ITEMS				
Alt Group				
0107	2026000000-E GEOTEXTILE FOR SUBSURFACE DRAINS	1,456.000	2.78000	4,047.68
		SY		
0108	2044000000-E 6" PERFORATED SUBDRAIN PIPE	1,100.000	5.75000	6,325.00
		LF		
0109	2077000000-E 6" OUTLET PIPE	90.000	40.75000	3,667.50
		LF		
0110	8077000000-E FOUNDATION EXCAVATION (RETAIN-ING WALL)	13,920.000	15.41000	214,507.20
		CY		
0111	8252000000-E REINFORCING STEEL (RETAINING WALL)	169,451.000	0.84000	142,338.84
		LB		
0112	8811000000-E GENERIC CULVERT ITEM METAL HANDRAIL (SIDE MOUNTED)	944.000	62.76000	59,245.44
		LF		
0113	8811000000-E GENERIC CULVERT ITEM METAL HANDRAIL (TOP MOUNTED)	1,188.000	189.75000	225,423.00
		LF		
0114	8815000000-E GENERIC CULVERT ITEM REINFORCING STEEL, STAIRS	1,564.000	0.84000	1,313.76
		LB		
0115	8815000000-E GENERIC CULVERT ITEM REINFORCING STEEL, UNDERPASS	96,200.000	0.84000	80,808.00
		LB		
0116	8818000000-E GENERIC CULVERT ITEM FOUNDATION CONDITIONING MATERIAL, UNDERPASS	237.000	65.18000	15,447.66
		TON		

Dept of Transportation

Revised:

Contract ID: C203908

Project(s): HSIP-1656(5)

Letting Date: 01-16-18 Call Order: 006

Bidder: 3685 - Crowder Construction Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0117	8818000000-E GENERIC CULVERT ITEM NO 57 STONE	5,645.000 TON	34.04000	192,155.80
0118	8822000000-E GENERIC CULVERT ITEM 6" RAMPS & WALKWAYS	1,150.000 SY	67.66000	77,809.00
0119	8822000000-E GENERIC CULVERT ITEM BENTONITE GEOTEXTILE WATER- PROOFING MEMBRANE	2,785.000 SY	74.40000	207,204.00
0120	8825000000-E GENERIC CULVERT ITEM CLASS A CONCRETE, STAIRS	36.100 CY	1,130.34000	40,805.27
0121	8825000000-E GENERIC CULVERT ITEM CLASS AA CONCRETE, RETAINING WALL	1,159.000 CY	774.00000	897,066.00
0122	8825000000-E GENERIC CULVERT ITEM CLASS AA CONCRETE, UNDERPASS	692.000 CY	609.00000	421,428.00
0123	8825000000-E GENERIC CULVERT ITEM UNCLASSIFIED STRUCTURE EXCAVA- TION, RAMPS, STAIRS & WALKWAYS	4,430.000 CY	8.81000	39,028.30
0124	8825000000-E GENERIC CULVERT ITEM UNDERPASS EXCAVATION	5,705.000 CY	12.85000	73,309.25
0125	8846000000-E GENERIC RETAINING WALL ITEM FOUNDATION CONDITIONING MATE- RIAL, RETAINING WALL	1,047.000 TON	58.85000	61,615.95
0126	8847000000-E GENERIC RETAINING WALL ITEM TEMPORARY SHORING	5,200.000 SF	19.00000	98,800.00
	Section 0002 Total			2,862,345.65

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: C203908
 LETTING: L180116 CALL: 006
 VENDOR: 3685 Crowder Construction Company

LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
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DBE SUBCONTRACTOR: 12196 COVENANT TRUCKING CO., INC.
 Will Use Quote: Yes

0117	8818000000-E	GENERIC CULV	TON	3840.000	2.65000	10176.00
0110	8077000000-E	FOUNDATN EXC	CY	1765.105	14.73000	26000.00
0123	8825000000-E	GENERIC CULV	CY	1450.116	8.62000	12500.00
0124	8825000000-E	GENERIC CULV	CY	5705.000	2.23000	12722.15
0003	0043000000-N	GRADING	LS	0.121	153358.18000	18575.00
0008	0318000000-E	FND CONDIT M	TON	128.968	50.40000	6500.00
0016	1121000000-E	AGGREGATE BA	TON	8.426	47.47000	400.00
0116	8818000000-E	GENERIC CULV	TON	27.946	64.41000	1800.00
0125	8846000000-E	GENERIC RET	TON	136.551	58.22000	7950.00

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 96,623.15
 DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 96,623.

DBE SUBCONTRACTOR: 12578 ADRIANA LOPEZ DBA LOPEZ REBAR
 Will Use Quote: Yes

0111	8252000000-E	REINF STEEL	LB	169451.000	0.19000	32195.69
0115	8815000000-E	GENERIC CULV	LB	96200.000	0.19000	18278.00
0114	8815000000-E	GENERIC CULV	LB	1564.000	0.19000	297.16

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 50,770.85
 DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 50,770.

DBE SUBCONTRACTOR: 3080 CURTIN TRUCKING & DRAINAGE INC
 Will Use Quote: Yes

0055	4465000000-N	TEMPORARY CR	EA	2.000	8500.00000	17000.00
0056	4470000000-N	REM & RES CR	EA	2.000	2750.00000	5500.00
0057	4485000000-E	PORT CONC BA	LF	486.000	35.50000	17253.00
0058	4500000000-E	REM & RES PO	LF	270.000	20.00000	5400.00

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 45,153.00
 DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 45,153.

DBE SUBCONTRACTOR: 12257 ALAMANCE STRIPING & EQUIPMENT LLC
 Will Use Quote: No

0059	4686000000-E	THERMO PVT M	LF	1784.000	1.50000	2676.00
0060	4710000000-E	24"WIDE THER	LF	1272.000	6.00000	7632.00
0061	4725000000-E	THERMO PVT S	EA	5.000	60.00000	300.00
0062	4810000000-E	PAINT PVMT M	LF	7200.000	0.30000	2160.00
0063	4850000000-E	LINE REMOVAL	LF	7200.000	0.30000	2160.00
0064	4900000000-N	PERM RAISED	EA	32.000	10.00000	320.00

LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
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DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 15,248.00
 DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 15,248.

DBE SUBCONTRACTOR: 4858 STATE CONTRACTING INC
 Will Use Quote: Yes

0018	1297000000-E	MILL ASP PVM SY		3020.000	3.00000	9060.00
0019	1330000000-E	INCIDENTAL M SY		40.000	8.00000	320.00
0020	1489000000-E	ASP CONC BAS TON		540.000	76.00000	41040.00
0021	1498000000-E	ASP CONC INT TON		450.000	75.00000	33750.00
0022	1519000000-E	ASP CONC SUR TON		590.000	73.00000	43070.00
0023	1575000000-E	ASP FOR PLAN TON		85.000	450.00000	38250.00
0024	1693000000-E	ASPH PLT MIX TON		170.000	150.00000	25500.00

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 190,990.00
 DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 190,990

TOTAL DBE COMMITMENT FOR VENDOR: Entered: 8.82% or 383537.00
 Required: 8.00% or 347754.04
 <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

Contract Item Sheets For C203908

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum LS	197,026.69	197,026.69
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum LS	17,500.00	17,500.00
0003	0043000000-N	226	GRADING	Lump Sum LS	136,700.00	136,700.00
0004	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUB- BING	1 ACR	676.34	676.34
0005	0057000000-E	226	UNDERCUT EXCAVATION	100 CY	42.05	4,205.00
0006	0195000000-E	265	SELECT GRANULAR MATERIAL	100 CY	38.78	3,878.00
0007	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	100 SY	3.12	312.00
0008	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	210 TON	50.86	10,680.60
0009	0320000000-E	300	FOUNDATION CONDITIONING GEO- TEXTILE	640 SY	2.69	1,721.60
0010	0335200000-E	305	15" DRAINAGE PIPE	176 LF	28.02	4,931.52
0011	0342000000-E	310	*** SIDE DRAIN PIPE (12")	16 LF	52.04	832.64
0012	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	16 LF	39.09	625.44
0013	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	824 LF	56.87	46,860.88
0014	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	860 LF	108.03	92,905.80
0015	0995000000-E	340	PIPE REMOVAL	607 LF	14.81	8,989.67
0016	1121000000-E	520	AGGREGATE BASE COURSE	169 TON	47.86	8,088.34
0017	1220000000-E	545	INCIDENTAL STONE BASE	100 TON	28.87	2,887.00
0018	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (1-1/2")	3,020 SY	8.45	25,519.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0019	1330000000-E	607	INCIDENTAL MILLING	40 SY	20.29	811.60
0020	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	540 TON	80.00	43,200.00
0021	1498000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	450 TON	81.00	36,450.00
0022	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	590 TON	83.00	48,970.00
0023	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	85 TON	505.00	42,925.00
0024	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	170 TON	202.90	34,493.00
0025	2000000000-N	806	RIGHT-OF-WAY MARKERS	8 EA	169.08	1,352.64
0026	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	25 EA	3,294.78	82,369.50
0027	2297000000-E	840	MASONRY DRAINAGE STRUCTURES	5.9 CY	6,160.50	36,346.95
0028	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	93 LF	520.06	48,365.58
0029	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	4 EA	507.83	2,031.32
0030	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	1 EA	639.00	639.00
0031	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	1 EA	646.59	646.59
0032	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	2 EA	676.65	1,353.30
0033	2396000000-N	840	FRAME WITH COVER, STD 840.54	15 EA	419.82	6,297.30
0034	2473000000-N	SP	GENERIC DRAINAGE ITEM GDI FRAME W/ 2 ADA GRATES	5 EA	1,950.00	9,750.00
0035	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	1,200 LF	31.50	37,800.00
0036	2591000000-E	848	4" CONCRETE SIDEWALK	1,090 SY	45.00	49,050.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0037	2605000000-N	848	CONCRETE CURB RAMPS	4 EA	3,200.00	12,800.00
0038	3030000000-E	862	STEEL BEAM GUARDRAIL	75 LF	47.34	3,550.50
0039	3045000000-E	862	STEEL BEAM GUARDRAIL, SHOP CURVED	25 LF	55.46	1,386.50
0040	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	3 EA	14.88	44.64
0041	3210000000-N	862	GUARDRAIL END UNITS, TYPE CAT-1	2 EA	1,217.40	2,434.80
0042	3435000000-N	SP	GENERIC GUARDRAIL ITEM BOLLARDS (PERMANENT)	10 EA	1,280.06	12,800.60
0043	3435000000-N	SP	GENERIC GUARDRAIL ITEM BOLLARDS (REMOVABLE)	3 EA	2,403.37	7,210.11
0044	3572000000-E	867	CHAIN LINK FENCE RESET	305 LF	20.29	6,188.45
0045	3578000000-N	SP	GENERIC FENCING ITEM 30' STEEL PIPE GATE	1 EA	7,845.50	7,845.50
0046	3649000000-E	876	RIP RAP, CLASS B	3 TON	97.86	293.58
0047	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	235 SY	7.50	1,762.50
0048	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	416 SF	9.47	3,939.52
0049	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	96 SF	11.55	1,108.80
0050	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	114 SF	13.25	1,510.50
0051	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	2 EA	13,500.00	27,000.00
0052	4430000000-N	1130	DRUMS	50 EA	63.50	3,175.00
0053	4445000000-E	1145	BARRICADES (TYPE III)	60 LF	50.05	3,003.00
0054	4455000000-N	1150	FLAGGER	20 DAY	162.32	3,246.40
0055	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	2 EA	11,497.72	22,995.44

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0056	4470000000-N	1160	REMOVE & RESET TEMPORARY CRASH CUSHION	2 EA	3,719.85	7,439.70
0057	4485000000-E	1170	PORTABLE CONCRETE BARRIER	486 LF	48.02	23,337.72
0058	4500000000-E	1170	REMOVE & RESET PORTABLE CONCRETE BARRIER	270 LF	27.05	7,303.50
0059	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	1,784 LF	2.03	3,621.52
0060	4710000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	1,272 LF	12.17	15,480.24
0061	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	5 EA	202.90	1,014.50
0062	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	7,200 LF	0.95	6,840.00
0063	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	7,200 LF	0.41	2,952.00
0064	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	32 EA	13.53	432.96
0065	5070000000-N	SP	STANDARD FOUNDATION ***** (R1)	11 EA	1,518.66	16,705.26
0066	5125000000-E	1407	ELECTRIC SERVICE LATERAL ***** (3 #1/0 USE)	40 LF	50.85	2,034.00
0067	5130000000-N	1408	LIGHT CONTROL EQUIPMENT, TYPE ***** (120/240V)	1 EA	18,573.91	18,573.91
0068	5155000000-E	1409	ELECTRICAL DUCT, TYPE BD, SIZE ***** (1")	265 LF	7.47	1,979.55
0069	5155000000-E	1409	ELECTRICAL DUCT, TYPE BD, SIZE ***** (1.5")	425 LF	8.01	3,404.25
0070	5155000000-E	1409	ELECTRICAL DUCT, TYPE BD, SIZE ***** (2")	60 LF	9.21	552.60

Contract Item Sheets For C203908

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0071	5155000000-E	1409	ELECTRICAL DUCT, TYPE BD, SIZE ***** (3")	190 LF	12.24	2,325.60
0072	5155000000-E	1409	ELECTRICAL DUCT, TYPE BD, SIZE ***** (3/4")	285 LF	7.47	2,128.95
0073	5165000000-E	1410	** #10 W/G FEEDER CIRCUIT (2)	130 LF	4.40	572.00
0074	5200000000-E	1410	** #10 W/G FEEDER CIRCUIT IN ***** CONDUIT (2, 1.5")	1,020 LF	13.59	13,861.80
0075	5240000000-N	1411	ELECTRICAL JUNCTION BOXES ***** (IG11)	1 EA	382.69	382.69
0076	5240000000-N	1411	ELECTRICAL JUNCTION BOXES ***** (IG18)	6 EA	471.30	2,827.80
0077	5253000000-N	1412	UNDERPASS CIRCUITRY AT ***** (STATION 15+58)	Lump Sum LS	6,233.14	6,233.14
0078	5260000000-N	SP	GENERIC LIGHTING ITEM PRIMARY ELECTRICAL SERVICE	Lump Sum LS	11,567.96	11,567.96
0079	5270000000-N	SP	GENERIC LIGHTING ITEM PEDESTRIAN LIGHT STANDARD - 100W LED	6 EA	3,725.94	22,355.64
0080	5270000000-N	SP	GENERIC LIGHTING ITEM PEDESTRIAN LIGHT STANDARD - 60W LED	5 EA	3,509.17	17,545.85
0081	5270000000-N	SP	GENERIC LIGHTING ITEM UNDERPASS LUMINAIRE - LED	12 EA	920.76	11,049.12
0082	6000000000-E	1605	TEMPORARY SILT FENCE	1,680 LF	3.38	5,678.40
0083	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	540 TON	43.00	23,220.00
0084	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	120 TON	60.67	7,280.40
0085	6012000000-E	1610	SEDIMENT CONTROL STONE	560 TON	51.60	28,896.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0086	6015000000-E	1615	TEMPORARY MULCHING	1 ACR	2,029.01	2,029.01
0087	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	100 LB	2.03	203.00
0088	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	0.5 TON	1,217.42	608.71
0089	6024000000-E	1622	TEMPORARY SLOPE DRAINS	376 LF	20.29	7,629.04
0090	6029000000-E	SP	SAFETY FENCE	1,500 LF	4.06	6,090.00
0091	6030000000-E	1630	SILT EXCAVATION	730 CY	10.98	8,015.40
0092	6036000000-E	1631	MATTING FOR EROSION CONTROL	1,500 SY	3.72	5,580.00
0093	6037000000-E	SP	COIR FIBER MAT	100 SY	7.44	744.00
0094	6042000000-E	1632	1/4" HARDWARE CLOTH	205 LF	4.06	832.30
0095	6071010000-E	SP	WATTLE	30 LF	13.53	405.90
0096	6071020000-E	SP	POLYACRYLAMIDE (PAM)	10 LB	13.53	135.30
0097	6071030000-E	1640	COIR FIBER BAFFLE	310 LF	13.53	4,194.30
0098	6084000000-E	1660	SEEDING & MULCHING	0.6 ACR	3,719.85	2,231.91
0099	6087000000-E	1660	MOWING	0.3 ACR	541.07	162.32
0100	6090000000-E	1661	SEED FOR REPAIR SEEDING	50 LB	1.35	67.50
0101	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25 TON	1,014.52	253.63
0102	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	50 LB	1.35	67.50
0103	6108000000-E	1665	FERTILIZER TOPDRESSING	0.75 TON	1,014.49	760.87
0104	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR	101.45	1,014.50
0105	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	15 EA	273.94	4,109.10

Contract Item Sheets For C203908

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0106	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	2 EA	1,180.20	2,360.40

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0107	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	1,456 SY	2.78	4,047.68
0108	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	1,100 LF	5.75	6,325.00
0109	2077000000-E	815	6" OUTLET PIPE	90 LF	40.75	3,667.50
0110	8077000000-E	410	FOUNDATION EXCAVATION (RETAINING WALL)	13,920 CY	15.41	214,507.20
0111	8252000000-E	425	REINFORCING STEEL (RETAINING WALL)	169,451 LB	0.84	142,338.84
0112	8811000000-E	SP	GENERIC CULVERT ITEM METAL HANDRAIL (SIDE MOUNTED)	944 LF	62.76	59,245.44
0113	8811000000-E	SP	GENERIC CULVERT ITEM METAL HANDRAIL (TOP MOUNTED)	1,188 LF	189.75	225,423.00
0114	8815000000-E	SP	GENERIC CULVERT ITEM REINFORCING STEEL, STAIRS	1,564 LB	0.84	1,313.76
0115	8815000000-E	SP	GENERIC CULVERT ITEM REINFORCING STEEL, UNDERPASS	96,200 LB	0.84	80,808.00
0116	8818000000-E	SP	GENERIC CULVERT ITEM FOUNDATION CONDITIONING MATERIAL, UNDERPASS	237 TON	65.18	15,447.66
0117	8818000000-E	SP	GENERIC CULVERT ITEM NO 57 STONE	5,645 TON	34.04	192,155.80
0118	8822000000-E	SP	GENERIC CULVERT ITEM 6" RAMPS & WALKWAYS	1,150 SY	67.66	77,809.00
0119	8822000000-E	SP	GENERIC CULVERT ITEM BENTONITE GEOTEXTILE WATER-PROOFING MEMBRANE	2,785 SY	74.40	207,204.00
0120	8825000000-E	SP	GENERIC CULVERT ITEM CLASS A CONCRETE, STAIRS	36.1 CY	1,130.34	40,805.27
0121	8825000000-E	SP	GENERIC CULVERT ITEM CLASS AA CONCRETE, RETAINING WALL	1,159 CY	774.00	897,066.00
0122	8825000000-E	SP	GENERIC CULVERT ITEM CLASS AA CONCRETE, UNDERPASS	692 CY	609.00	421,428.00

Contract Item Sheets For C203908

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0123	8825000000-E	SP	GENERIC CULVERT ITEM UNCLASSIFIED STRUCTURE EXCAVATION, RAMPS, STAIRS & WALKWAYS	4,430 CY	8.81	39,028.30
0124	8825000000-E	SP	GENERIC CULVERT ITEM UNDERPASS EXCAVATION	5,705 CY	12.85	73,309.25
0125	8846000000-E	SP	GENERIC RETAINING WALL ITEM FOUNDATION CONDITIONING MATERIAL, RETAINING WALL	1,047 TON	58.85	61,615.95
0126	8847000000-E	SP	GENERIC RETAINING WALL ITEM TEMPORARY SHORING	5,200 SF	19.00	98,800.00

TOTAL AMOUNT OF BID FOR ENTIRE PROJECT

\$4,346,925.54

1016/Jan30/Q355293.4/D553521760000/E126

Contract No. C203908
County Wake

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

Crowder Construction Company

Full name of Corporation

P.O. Box 30007, Charlotte, NC 28230

Address as Prequalified

Attest  By 
~~Secretary/Assistant Secretary~~
Select appropriate title

~~President/Vice President/Assistant Vice President~~
Select appropriate title

Teresa W. Matthews

Print or type Signer's name

George F. Ellis

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. C203908

County (ies): Wake

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

Ronald E. Davenport, Jr.

F01B6030A47A442...

Contract Officer

2/8/2018

Date

Execution of Contract and Bonds
Approved as to Form:

DocuSigned by:

Colin Justice

4889E4G5ADF14AE...

Attorney General

2/8/2018

Date

Signature Sheet (Bid - Acceptance by Department)

Contract No. C203908
County Wake

CONTRACT PAYMENT BOND

Date of Payment Bond Execution January 25, 2018

Name of Principal Contractor Crowder Construction Company

Name of Surety: Liberty Mutual Insurance Company

Name of Contracting Body: North Carolina Department of Transportation
Raleigh, North Carolina

Amount of Bond: Four Million Three Hundred Forty-Six Thousand Nine Hundred Twenty-Five and 54/100 Dollars (\$4,346,925.54)

Contract ID No.: C203908

County Name: Wake

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

C203908

WAbc

Rev 5-17-11

CONTRACT PAYMENT BOND

Affix Seal of Surety Company

Liberty Mutual Insurance Company

Print or type Surety Company Name

By John Dufresne

Print, stamp or type name of Attorney-in-Fact



Signature of Attorney-in-Fact



Signature of Witness

Jennifer C. Hoehn

Print or type Signer's name

C/O USI Insurance Services
6100 Fairview Road, Suite 800
Charlotte, NC 28210

Address of Attorney-in-Fact

Contract No
County

C203908

Wake

Rev 5-17-11

CONTRACT PAYMENT BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Crowder Construction Company

Full name of Corporation

P.O. Box 30007, Charlotte, NC 28230

Address as prequalified

By George F. Ellis
Signature of ~~President~~ Vice President. ~~Assistant Vice President~~
Select appropriate title

George F. Ellis

Print or type Signer's name



Attest Teresa W. Matthews
Signature of ~~Secretary~~ Assistant Secretary
Select appropriate title

Teresa W. Matthews

Print or type Signer's name

Contract No.
County**C203908**Wake

Rev 5-17-11

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: January 25, 2018

Name of Principal Contractor: Crowder Construction Company

Name of Surety: Liberty Mutual Insurance Company

Name of Contracting Body: North Carolina Department of Transportation
Raleigh, North Carolina

Amount of Bond: Four Million Three Hundred Forty-Six Thousand Nine Hundred Twenty-Five and 54/100 Dollars (\$4,346,925.54)

Contract ID No.: C203908

County Name: Wake

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

C203908

Wake

Rev 5-17-11

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

Liberty Mutual Insurance Company

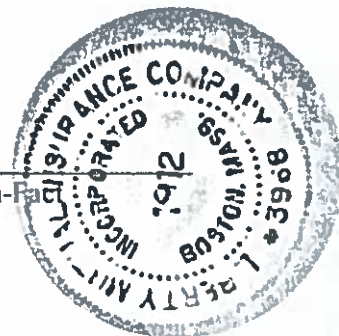
Print or type Surety Company Name

By John Dufresne

Print, stamp or type name of Attorney-in-Fact



Signature of Attorney-in-Fact



Signature of Witness

Jennifer C. Hoehn

Print or type Signer's name

C/O USI Insurance Services
6100 Fairview Road, Suite 800
Charlotte, NC 28210

Address of Attorney-in-Fact

Contract No
County

C203908

WAL

Rev 5-17-11

CONTRACT PERFORMANCE BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Crowder Construction Company

Full name of Corporation

P.O. Box 30007, Charlotte, NC 28230

Address as prequalified

By George F. Ellis
Signature of ~~President~~ Vice President. ~~Assistant Secretary~~
Select appropriate title

George F. Ellis

Print or type Signer's name



Attest

Teresa W. Matthews
Signature of ~~Secretary~~ Assistant Secretary
Select appropriate title

Teresa W. Matthews

Print or type Signer's name

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7784519

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Jacqueline Hampton; Jennifer C. Hoehn; John D. Leak, III; John Dufresne; Wendy M. Lands; William J. Quinn

all of the city of Charlotte, state of NC each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of May, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of May, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seals of said Companies this 25th day of JANUARY, 2018.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.