

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

C203519

CONTRACT AND
CONTRACT BONDS

FOR CONTRACT NO. C203519

WBS 55057.3.FS1 IMS-040-1(245)7

T.I.P NO. I-5508

COUNTY OF HAYWOOD
THIS IS THE ROADWAY CONTRACT
ROUTE NUMBER I 40 LENGTH 0.445 MILES
LOCATION I-40 NEAR MP-7.

CONTRACTOR GLF CONSTRUCTION CORPORATION
ADDRESS 80 SW 8TH ST., STE 2201
MIAMI, FL 33130

BIDS OPENED JANUARY 20, 2015
CONTRACT EXECUTION 2/12/2015

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

PROPOSAL

DATE AND TIME OF BID OPENING: **JANUARY 20, 2015 AT 2:00 PM**

CONTRACT ID C203519
WBS 55057.3.FS1

FEDERAL-AID NO. IMS-040-1(245)7
COUNTY HAYWOOD
T.I.P. NO. I-5508
MILES 0.445
ROUTE NO. I 40
LOCATION I-40 NEAR MP-7.

TYPE OF WORK GRADING, DRAINAGE, PAVING, RET WALL & ROCK SLOPE STABIL.

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 PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. C203519 IN HAYWOOD 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. C203519; 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 2012 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. C203519 in Haywood 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 2012* 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

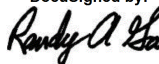
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PROJECT SPECIAL PROVISIONS**GENERAL****CONTRACT TIME AND LIQUIDATED DAMAGES:**

(4-17-12)

108

SPI G07 C

The date of availability for this contract is **March 2, 2015**.

The completion date for this contract is **April 29, 2016**.

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 AND LIQUIDATED DAMAGES:

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

108

SPI 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 2, 2015**.

The completion date for this intermediate contract time is **November 1, 2015**.

The liquidated damages for this intermediate contract time are **One Thousand Five Hundred Dollars (\$ 1500.00)** 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 A

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

DAY AND TIME RESTRICTIONS

**Monday through Sunday
6:00 A.M. to 9:00 P.M.**

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

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **6:00 A.M.** December 31st and **9:00 P.M.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **9:00 P.M.** the following Tuesday.
3. For **Easter**, between the hours of **6:00 A.M.** Thursday and **9:00 P.M.** Monday.
4. For **Memorial Day**, between the hours of **6:00 A.M.** Friday and **9:00 P.M.** Tuesday.
5. For **Independence Day**, between the hours of **6:00 A.M.** the day before Independence Day and **9:00 P.M.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 A.M.** the Thursday before Independence Day and **9:00 P.M.** the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of **6:00 A.M.** Friday and **9:00 P.M.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 A.M.** Tuesday and **9:00 P.M.** Monday.
8. For **Christmas**, between the hours of **6:00 A.M.** the Friday before the week of Christmas Day and **9:00 P.M.** the following Tuesday after the week of Christmas Day.
9. For **weekends during the month of October**, between the hours of **6:00 A.M.** Friday and **9:00 P.M.** Monday.

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

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

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

The liquidated damages are **One Thousand Dollars (\$1,000.00)** per hour.

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 H

The Contractor shall complete the work required of **Phase I, Steps 3A through 3C** as shown on Sheet(s) **TMP-3** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is the **Monday** the Contractor elects to begin the work.

The completion date for this intermediate contract time is the date which is **five (5)** consecutive calendar days after and including the **Monday** the Contractor begins this work.

The liquidated damages are **Five Thousand Dollars (\$5,000.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 H

The Contractor shall complete the work required of **Phase II, Steps 1A through 1E** as shown on Sheet(s) **TMP- 3** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is the date the Contractor elects to begin the work.

The completion date for this intermediate contract time is the date which is **twenty-one (21)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are **Five Thousand Dollars (\$5,000.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 5 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 H

The Contractor shall complete the work required of **Phase III, Steps 1A through 1D** as shown on Sheet(s) **TMP- 3** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is the date the Contractor elects to begin the work.

The completion date for this intermediate contract time is the date which is **twenty-one (21)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are **Ten Thousand Dollars (\$10,000.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 6 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 E

Stopping traffic will only be allowed for **Rock Blasting** operations. The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for stopping traffic and restoring traffic to the existing traffic pattern. The Contractor shall not stop traffic on **I-40** during the following time restrictions:

DAY AND TIME RESTRICTIONS

**Monday thru Sunday
10:00 A.M. to thirty (30) minutes
after Sunrise the following day**

The maximum allowable time to stop traffic on **I-40 for Rock Blasting** is **30** minutes. The Contractor shall reopen the travel lanes to traffic until any resulting traffic queue is depleted.

The time of availability for this intermediate contract time will be the time the Contractor begins to install traffic control devices required for stopping traffic 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 stopping traffic according to the time restrictions stated herein and restore traffic to the existing traffic pattern.

The liquidated damages are **One Thousand Dollars (\$1,000.00)** per **15** minute time period.

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 *2012 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 *2012 Standard Specifications*. No additional compensation will be made for maintenance and removal of temporary erosion control items.

CONSTRUCTION MORATORIUM:

(5-23-14)

No tree removal (not including grubbing) for this project shall be conducted between April 15 and October 15, of any year, so that habitat for the Northern long-eared bat is not disturbed during the roosting season.

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 *2012 Standard Specifications*):

Line #	Description
0005 —	Unclassified 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 2012 Standard Specifications).

Line #	Description
045 thru 050	Guardrail
054 thru 064	Signing
085 thru 088	Long-Life Pavement Markings
093	Permanent Pavement Markers
095 thru 115	Erosion Control

SPECIAL REQUIREMENTS FOR WORK IN NATIONAL FOREST:

(7-1-95)

107-13

SP1 G40

In addition to other requirements in this proposal with respect to clearing, erosion control, protection of environment, etc., comply with the following requirements:

- (A) Comply with the portions of these Special Requirements, entitled "Fire Plan," "Clearing Plan," and "Landscape and Erosion Control Plan." Note the fact that merchantable timber within Forest Service Property will become the property of the Contractor.
- (B) Comply with the following recommendations of the State Fish and Game Department and Forest Service for wildlife and fish management:
 - (1) Take all necessary precautions to avoid damage to fish habitat and exercise every reasonable precaution to prevent muddying or silting live streams.
 - (2) Do not deposit material removed from the roadway or channel changes in live streams or into the streams or stream channel where it would be washed away by high stream flows.
 - (3) Do not haul materials, including logs, brush, and debris, by fording live streams. Instead, provide temporary bridges or other structures for this purpose.
- (C) Dispose of waste material resulting from slides during construction and surplus material at locations approved by the Forest Supervisor. Submit a plan showing the proposed method of disposal at the time approval is requested.
- (D) Treat sections of existing road to be abandoned as a result of the proposed new construction, as designated by the Forest Supervisor, to restore them to their natural state. The necessary treatment will be determined during a joint review between the Forest Service and the State and may include ripping of roadbed, removal of drainage structure, and opening drainage channels. Plans and specifications as mutually deemed appropriate to accomplish the objective will become a part of this stipulation.

- (E) Permanently monument the right of way prior to completion of construction in accordance with State requirements for such right of way, but in any event the minimum requirements will be to place permanent monuments at the intersection of right of way with all property lines, section lines, and at intervals of not more than 1,000 feet along the right-of-way limits.
- (F) Re-establish or restore public land monuments disturbed or destroyed by construction, reconstruction, or maintenance according to instructions of the Bureau of Land Management, Department of the Interior. Do not damage, destroy, or obliterate other land monuments and property corners or witness markers without the prior permission of the Regional Forester. Relocate or re-establish these land monuments, property corners, and witness markers in accordance with standards satisfactory to the Regional Forester.

Fire Protection Plan

During the period of construction, perform both independently and in cooperation with the Forest Service everything that is reasonable and practical to prevent and suppress forest fires on the easement area and in its immediate vicinity. Include provisions in all subcontracts for the construction of the road requiring subcontractors and their respective employees to do likewise. The contractors and subcontractors, shall conform to, but not be limited to, the following Fire Plan:

- (A) Take immediate independent or cooperative action to control and extinguish any fire, regardless of cause, within the easement area and its vicinity.
- (B) Maintain at readily available sites one or more boxes of fire fighting tools to be furnished by the Forest Service for forest fire fighting purposes only.
- (C) Perform debris burning only in the center of the right of way, and only after a strip 20 feet wide around each pile is cleared to mineral soil.
- (D) Keep fires compact by throwing in the larger material as it burns. If piles are too close together or burn hot, light every second or third pile; allow these to cool down before firing the others. On slopes start burning at the top and work down. Confine fires to piles at all times.
- (E) Do not leave fires unattended.
- (F) Discontinue burning upon notification by the District Forest Ranger or his representative that fire danger is such that there is abnormal risk.
- (G) Whenever a fire escapes, notify the District Ranger immediately even if the fire is suppressed without Forest Service assistance.
- (H) The contractor or subcontractor responsible will bear the costs, including Forest Service direct costs and value of resources damages, incurred by the Forest Service in controlling

and extinguishing any fire on or threatening National Forest lands which they or their employees caused with or without negligence in connection with construction operations.

- (I) Contact the District Ranger 24 hours in advance of burning.

Clearing Plan

Conform to the following clearing plan:

- (A) Dispose of unmerchantable materials including tops, branches, etc., by piling and burning as directed by the Forest Service or used in brush barriers. Alternate methods of disposal, including any of the following methods or combinations of methods (lop and scatter, chip, remove, pile only), shall be approved in advance by the Forest Service.
- (B) The maximum clearing and grubbing limits are to be as shown on the plans except that cutting of hazard trees outside these limits may be done with approval. Confine construction machinery within the clearing limits.

Landscape and Erosion Control Plan

The erosion control plan will be designed and implemented to prevent visible sediment, as defined by NC DENR regulations, from reaching any defined stream channel.

Conform to, but not be limited to, the following Landscape and Erosion Control Plan.

- (A) Prevent visible sediment from entering any stream channel. If an erosion control practice must be sited in a channel, it shall stop further down-channel transport of visible sediment.
- (B) Bear responsibility for the prevention and control of soil erosion and gullying on the right of way and lands adjacent thereto resulting from the construction or maintenance of the road. Revegetate with grass (not Love Grass) or herbaceous plants all ground where the soil has been exposed. Accomplish revegetation within 20 working days following final grading.
- (C) Round the ends of cut sections and the tops of back slopes.
- (D) Vegetate all front and back slopes by liming, fertilizing, mulching and seeding; including any waste area. Mulch critical areas if they are to be exposed greater than 5 working days of probable inclement weather during seasons when seeding is impracticable. Critical areas include all bare soils within 100 feet (slope distance) of perennial and intermittent streams. Mulch these as soon as practical and after final seeding.
- (E) Maintain all erosion control practices in a timely manner to prevent visible sediment from entering any stream channel, until such time that the final revegetation stabilizes the site and prevents erosion and off-site movement of sediment.

FUEL PRICE ADJUSTMENT:

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

109-8

SP1 G43

Revise the *2012 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 \$ **2.5028** 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. 5-20-14)

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:

2015	(7/01/14 - 6/30/15)	64 % of Total Amount Bid
2016	(7/01/15 - 6/30/16)	36 % of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2012 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. 12-17-13)

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.
<http://www.ncdot.org/doh/forms/files/DBE-IS.xls>

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

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 **3.0 %**

- (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://partner.ncdot.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 12:00 noon 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 12:00 noon 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 12:00 noon 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 12:00 noon 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 12:00 noon 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 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 Development Manager in the Business Opportunity and Work Force Development Unit 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 Contractor Utilization 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.

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.

(A) Electronic Bids Reporting

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

(B) Paper Bids Reporting

The Contractor shall report the accounting of payments on the Department's DBE-IS (*Subcontractor Payment Information*) with each invoice. Invoices will not be processed for payment until the DBE-IS is received.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2012 Standard Specifications* may be cause to disqualify the Contractor.

CERTIFICATION FOR FEDERAL-AID CONTRACTS:

(3-21-90)

SP1 G85

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

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

a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

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

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

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:

(11-22-94)

108-5

SP1 G100

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

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

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

SUBSURFACE INFORMATION:

(7-1-95)

450

SP1 G112 C

Subsurface information is available on the structure portion of this project only.

LOCATING EXISTING UNDERGROUND UTILITIES:

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

Page 1-43, Article 105-8, line 28, after the first sentence, add the following:

Identify excavation locations by means of pre-marking with white paint, flags, or stakes or provide a specific written description of the location in the locate request.

RESOURCE CONSERVATION:

(5-21-13)

104-13

SP1 G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(2), and NCGS 136-28.8, it is the policy of the Department to aid in the reduction of materials that

become a part of our solid waste stream, to divert materials from landfills, and to find ways to recycle and reuse materials for the benefit of the Citizens of North Carolina.

Initiate, develop and use products and construction methods that incorporate the use of recycled or solid waste products in accordance with Article 104-13 of the *2012 Standard Specifications*. Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills on the Project Construction Reuse and Recycling Reporting Form.

A location-based tool for finding local recycling facilities and the Project Construction Reuse and Recycling Reporting Form are available at:

<http://connect.ncdot.gov/resources/Environmental/Pages/North-Carolina-Recycling-Locations.aspx>

DOMESTIC STEEL:

(4-16-13)

106

SP1 G120

Revise the *2012 Standard Specifications* as follows:

Page 1-49, Subarticle 106-1(B) Domestic Steel, lines 2-7, replace the first paragraph with the following:

All steel and iron products that are permanently incorporated into this project shall be produced in the United States except minimal amounts of foreign steel and iron products may be used provided the combined material cost of the items involved does not exceed 0.1% of the total amount bid for the entire project or \$2,500, whichever is greater. If invoices showing the cost of the material are not provided, the amount of the bid item involving the foreign material will be used for calculations. This minimal amount of foreign produced steel and iron products permitted for use is not applicable to high strength fasteners. Domestically produced high strength fasteners are required.

PORTABLE CONCRETE BARRIER - (Partial Payments for Materials):

(7-1-95) (Rev. 8-16-11)

1170-4

SP1 G121

When so authorized by the Engineer, partial materials payments will be made up to 95 percent of the delivered cost of portable concrete barrier, provided that these materials have been delivered on the project and stored in an acceptable manner, and further provided the documents listed in Subarticle 109-5(C) of the *2012 Standard Specifications* have been furnished to the Engineer.

The provisions of Subarticle 109-5(B) of the *2012 Standard Specifications* will apply to the portable concrete barrier.

MAINTENANCE OF THE PROJECT:

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

104-10

SPI G125

Revise the *2012 Standard Specifications* as follows:

Page 1-35, Article 104-10 Maintenance of the Project, line 25, add the following after the first sentence of the first paragraph:

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

Page 1-35, Article 104-10 Maintenance of the Project, line 30, add the following as the last sentence of the first paragraph:

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

Page 1-35, Article 104-10 Maintenance of the Project, lines 42-44, replace the last sentence of the last paragraph with the following:

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

TWELVE MONTH GUARANTEE:

(7-15-03)

108

SPI 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.

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09)

107-1

SP1 G152

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

- (A) Have a contract with a governmental agency; or
- (B) Have performed under such a contract within the past year; or
- (C) Anticipate bidding on such a contract in the future.

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

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

LIABILITY INSURANCE:

(5-20-14)

SP1 G160

Revise the *2012 Standard Specifications* as follows:

Page 1-60, Article 107-15 LIABILITY INSURANCE, line 16, add the following as the second sentence of the third paragraph:

Prior to beginning services, all contractors shall provide proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors, irrespective of whether having regularly in service fewer than three employees.

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:

(1-16-07) (Rev 9-18-12)

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, twice weekly for construction related *Federal Clean Water Act, Section 303(d)* impaired streams with turbidity violations, and within 24 hours after a significant rainfall event of 0.5 inch that occurs within a 24 hour period.
 - (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 Certified Designer on the erosion and sediment control/stormwater component of all reclamation plans and if applicable, the certification number of the Level III 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 *2012 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.

EMPLOYMENT:

(11-15-11) (Rev. 1-17-12)

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

Page 1-20, Subarticle 102-15(O), delete and replace with the following:

(O) Failure to restrict a former Department employee as prohibited by Article 108-5.

Page 1-65, Article 108-5 Character of Workmen, Methods, and Equipment, line 32, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to “State Highway Administrator” with “Chief Engineer”.

SUBLETTING OF CONTRACT:

(11-18-2014)

108-6

SP1 G186

Revise the *2012 Standard Specifications* as follows:

Page 1-66, Article 108-6 Subletting of Contract, line 37, add the following as the second sentence of the first paragraph:

All requests to sublet work shall be submitted within 30 days of the date of availability or prior to expiration of 20% of the contract time, whichever date is later, unless otherwise approved by the Engineer.

Page 1-67, Article 108-6 Subletting of Contract, line 7, add the following as the second sentence of the fourth paragraph:

Purchasing materials for subcontractors is not included in the percentage of work required to be performed by the Contractor. If the Contractor sublets items of work but elects to purchase material for the subcontractor, the value of the material purchased will be included in the total dollar amount considered to have been sublet.

PROJECT SPECIAL PROVISIONS**ROADWAY****CLEARING AND GRUBBING - METHOD III:**

(4-6-06) (Rev. 1-17-12)

200

SP2 R02B

Perform clearing on this project to the limits established by Method "III" shown on Standard Drawing No. 200.03 of the *2012 Roadway Standard Drawings*.

SHOULDER AND FILL SLOPE MATERIAL:

(5-21-02)

235, 560

SP2 R45 B

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 *2012 Standard Specifications*.

Measurement and Payment

When the Contractor elects to obtain material from an area located beneath a proposed fill sections which does not require excavation for any reason other than to generate acceptable shoulder and fill slope material, the work of performing the excavation will be considered incidental to the item of *Borrow Excavation* or *Shoulder Borrow*. If there is no pay item for *Borrow* or *Shoulder Borrow* in the contract, this work will be considered incidental to *Unclassified Excavation*. Stockpile the excavated material in a manner to facilitate measurement by the Engineer. Fill the void created by the excavation of the shoulder and fill slope material with suitable material. Payment for material used from the stockpile will be made at the contract unit price for *Borrow Excavation* or *Shoulder Borrow*. If there is no pay item for *Borrow Excavation* or *Shoulder Borrow*, then the material will be paid for at the contract unit price for *Unclassified Excavation*. The material used to fill the void created by the excavation of the shoulder and fill slope material will be made at the contract unit price for *Unclassified Excavation*, *Borrow Excavation*, or *Shoulder Borrow*, depending on the source of the material.

Material generated from undercut excavation, unclassified excavation or clearing and grubbing operations that is placed directly on shoulders or slope areas, will not be measured separately for payment, as payment for the work requiring the excavation will be considered adequate compensation for depositing and grading the material on the shoulders or slopes.

When undercut excavation is performed at the direction of the Engineer and the material excavated is found to be suitable for use as shoulder and fill slope material, and there is no area on the project currently prepared to receive the material generated by the undercut operation, the Contractor may construct a stockpile for use as borrow at a later date. Payment for the material used from the stockpile will be made at the contract unit price for *Borrow Excavation* or *Shoulder Borrow*.

When shoulder material is obtained from borrow sources or from stockpiled material, payment for the work of shoulder construction will be made at the contract unit price per cubic yard for

Borrow Excavation or Shoulder Borrow in accordance with the applicable provisions of Section 230 or Section 560 of the *2012 Standard Specifications*.

PIPE INSTALLATION:

(11-20-12)

300

SP3 R01

Revise the *2012 Standard Specifications* as follows:

Page 3-1, Article 300-2, Materials, line 23-24, replace sentence with:

Provide foundation conditioning geotextile in accordance with Section 1056 for Type 4 geotextile.

FLOWABLE FILL:

(9-17-02) (Rev 1-17-12)

300, 340, 450, 1000, 1530, 1540, 1550

SP3 R30

Description

This work consists of all work necessary to place flowable fill in accordance with these provisions, the plans, and as directed.

Materials

Refer to Division 10 of the *2012 Standard Specifications*.

Item

Flowable Fill

Section

1000-6

Construction Methods

Discharge flowable fill material directly from the truck into the space to be filled, or by other approved methods. The mix may be placed full depth or in lifts as site conditions dictate. The Contractor shall provide a method to plug the ends of the existing pipe in order to contain the flowable fill.

Measurement and Payment

At locations where flowable fill is called for on the plans and a pay item for flowable fill is included in the contract, *Flowable Fill* will be measured in cubic yards and paid as the actual number of cubic yards that have been satisfactorily placed and accepted. Such price and payment will be full compensation for all work covered by this provision including, but not limited to, the mix design, furnishing, hauling, placing and containing the flowable fill.

Payment will be made under:

Pay Item

Flowable Fill

Pay Unit

Cubic Yard

ASPHALT PAVEMENTS - SUPERPAVE:

(6-19-12) (Rev. 10-21-14)

605, 609, 610, 650, 660

SP6 R01

Revise the *2012 Standard Specifications* as follows:

Page 6-3, Article 605-7 APPLICATION RATES AND TEMPERATURES, replace this article, including Table 601-1, with the following:

Apply tack coat uniformly across the existing surface at target application rates shown in Table 605-1.

Existing Surface	Target Rate (gal/sy)
	Emulsified Asphalt
New Asphalt	0.04 ± 0.01
Oxidized or Milled Asphalt	0.06 ± 0.01
Concrete	0.08 ± 0.01

Apply tack coat at a temperature within the ranges shown in Table 605-2. Tack coat shall not be overheated during storage, transport or at application.

Asphalt Material	Temperature Range
Asphalt Binder, Grade PG 64-22	350 - 400°F
Emulsified Asphalt, Grade RS-1H	130 - 160°F
Emulsified Asphalt, Grade CRS-1	130 - 160°F
Emulsified Asphalt, Grade CRS-1H	130 - 160°F
Emulsified Asphalt, Grade HFMS-1	130 - 160°F
Emulsified Asphalt, Grade CRS-2	130 - 160°F

Page 6-7, Article 609-3 FIELD VERIFICATION OF MIXTURE AND JOB MIX FORMULA ADJUSTMENTS, lines 35-37, delete the second sentence of the second paragraph.

Page 6-18, Article 610-1 DESCRIPTION, lines 40-41, delete the last sentence of the last paragraph.

Page 6-19, Subarticle 610-3(A) Mix Design-General, line 5, add the following as the first paragraph:

Warm mix asphalt (WMA) is allowed for use at the Contractor's option in accordance with the NCDOT Approved Products List for WMA Technologies available at:

<https://connect.ncdot.gov/resources/Materials/MaterialsResources/Warm%20Mix%20Asphalt%20Approved%20List.pdf>

Page 6-21, Subarticle 610-3(C) Job Mix Formula (JMF), replace Table 610-1 with the following:

TABLE 610-1 DESIGN MIXING TEMPERATURE AT THE ASPHALT PLANT^A		
Binder Grade	HMA JMF Temperature	WMA JMF Temperature Range
PG 64-22	300°F	225 - 275°F
PG 70-22	315°F	240 - 290°F
PG 76-22	335°F	260 - 310°F

- A.** The mix temperature, when checked in the truck at the roadway, shall be within plus 15° and minus 25° of the temperature specified on the JMF.

Page 6-21, Subarticle 610-3(C) Job Mix Formula (JMF), lines 4-6, delete first sentence of the second paragraph. Line 7, in the second sentence of the second paragraph, replace “275°F” with “275°F or greater.”

Page 6-22, Article 610-4 WEATHER, TEMPERATURE AND SEASONAL LIMITATIONS FOR PRODUCING AND PLACING ASPHALT MIXTURES, lines 15-17, replace the second sentence of the first paragraph with the following:

Do not place asphalt material when the air or surface temperatures, measured at the location of the paving operation away from artificial heat, do not meet Table 610-5.

Page 6-23, Article 610-4 WEATHER, TEMPERATURE AND SEASONAL LIMITATIONS FOR PRODUCING AND PLACING ASPHALT MIXTURES, replace Table 610-5 with the following:

TABLE 610-5 PLACEMENT TEMPERATURES FOR ASPHALT	
Asphalt Concrete Mix Type	Minimum Surface and Air Temperature
B25.0B, C	35°F
I19.0B, C, D	35°F
SF9.5A, S9.5B	40°F ^A
S9.5C, S12.5C	45°F ^A
S9.5D, S12.5D	50°F

- A.** For the final layer of surface mixes containing recycled asphalt shingles (RAS), the minimum surface and air temperature shall be 50°F.

Page 6-26, Article 610-7 HAULING OF ASPHALT MIXTURE, lines 22-23, in the fourth sentence of the first paragraph replace “so as to overlap the top of the truck bed and” with “to”.

Page 6-41, Subarticle 650-3(B) Mix Design Criteria, replace Table 650-1 with the following:

TABLE 650-1 OGAFC GRADATION CRITERIA			
<i>Sieve Size (mm)</i>	<i>Type FC-1</i>	<i>Type FC-1 Modified</i>	<i>Type FC-2 Modified</i>
19.0	-	-	100
12.5	100	100	80 - 100
9.50	75 - 100	75 - 100	55 - 80
4.75	25 - 45	25 - 45	15 - 30
2.36	5 - 15	5 - 15	5 - 15
0.075	1.0 - 3.0	1.0 - 3.0	2.0 - 4.0

Page 6-50, Table 660-1 MATERIAL APPLICATION RATES AND TEMPERATURES, lines 1-2, replace Note A in Table 660-1 with the following:

- A. Use No. 6M, No. 67, No. 5 and No. 78M aggregate for retreatment before an asphalt overlay on existing pavement based on the width of the cracks in the existing pavement. Choose No. 78M for sections of roadway where the average width of existing cracks is 1/4" or less in width, No. 67 for sections of roadway where the average width of existing cracks are 1/4" to 5/8" in width and choose No. 5 for sections of roadway where the existing crack widths are greater than 5/8".

ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES:

(11-21-00) (Rev. 7-17-12)

609

SP6 R15

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

Asphalt Concrete Base Course	Type B 25.0__	4.4%
Asphalt Concrete Intermediate Course	Type I 19.0__	4.8%
Asphalt Concrete Surface Course	Type S 4.75A	6.8%
Asphalt Concrete Surface Course	Type SA-1	6.8%
Asphalt Concrete Surface Course	Type SF 9.5A	6.7%
Asphalt Concrete Surface Course	Type S 9.5__	6.0%
Asphalt Concrete Surface Course	Type S 12.5__	5.6%

The actual asphalt binder content will be established during construction by the Engineer within the limits established in the *2012 Standard Specifications*.

ASPHALT PLANT MIXTURES:

(7-1-95)

609

SP6 R20

Place asphalt concrete base course material in trench sections with asphalt pavement spreaders made for the purpose or with other equipment approved by the Engineer.

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 *2012 Standard Specifications*.

The base price index for asphalt binder for plant mix is \$ **598.46** 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, 2014**.

FINAL SURFACE TESTING NOT REQUIRED:

(5-18-04) (Rev. 5-15-12)

610

SP6 R45

Final surface testing is not required on this project.

OPEN GRADED ASPHALT FRICTION COURSE, PERMEABLE ASPHALT DRAINAGE COURSE, AND ULTRA-THIN BONDED WEARING COURSE:

(4-17-12)

609

SP6 R62

When producing and constructing open graded asphalt friction course, permeable asphalt drainage course, and ultra-thin bonded wearing course revise the *2012 Standard Specifications* as follows:

Page 6-10, Subarticle 609-6(B) Required Sampling and Testing Frequencies, delete the third paragraph and replace with the following:

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

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

Page 6-10, Subarticle 609-6(C) Control Charts, delete the fourth paragraph and replace with the following:

Record the following data on the standardized control charts and in accordance with the requirements of Section 7.4 of the *HMA/QMS Manual*:

- (a) Aggregate Gradation Test Results:
1. 12.5 mm (Types P57 & FC-2 Mod. Only)
 2. 9.5 mm (Excluding Type P57)
 3. 4.75 mm
 4. 2.36 mm
 5. 0.075 mm Sieves
- (b) Binder Content, %, P_b

Page 6-11, Subarticle 609-6(D) Control Limits, Table 609-1 CONTROL LIMITS, replace with the following:

Mix Control Criteria	Target Source	Moving Average Limit	Individual Limit
12.5 mm Sieve (Types P57 & FC-2 Mod)	JMF	± 4.0	± 8.0
9.5 mm Sieve (Excluding Type P57)	JMF	± 4.0	± 8.0
4.75 mm Sieve	JMF	± 4.0	± 8.0
2.36 mm Sieve	JMF	± 4.0	± 8.0
0.075 mm Sieve	JMF	± 1.5	± 2.5
Binder Content	JMF	± 0.3	± 0.7
TSR (Ultra-thin Only)	Min. Spec. Limit	-	- 15%

Page 6-12, Subarticle 609-6(F) Allowable Retesting for Mix Deficiencies, Table 609-2 RETEST LIMITS FOR MIX DEFICIENCIES, replace with the following:

TABLE 609-2 RETEST LIMITS FOR MIX DEFICIENCIES	
Property	Limit
% Binder Content	by more than ± 1.0%
12.5 mm Sieve (Types P 57 & FC-2 Mod)	by more than ± 9.0%
9.5 mm Sieve (Excluding Type P 57)	by more than ± 9.0%
4.75 mm sieve	by more than ± 9.0%
2.36 mm sieve	by more than ± 9.0%
0.075 mm sieve	by more than ± 3.0%
TSR (Ultra-thin only)	by more than -15% from Specification limit

Page 6-17, Subarticle 609-9(C) Limits of Precision, Table 609-3 LIMITS OF PRECISION FOR TEST RESULTS, replace with the following:

TABLE 609-3 LIMITS OF PRECISION FOR TEST RESULTS	
Mix Property	Limits of Precision
12.5 mm Sieve (Types P 57 & FC-2 Mod. Only)	± 6.0%
9.5 mm Sieve (Excluding Type P 57)	± 5.0%
4.75 mm Sieve	± 5.0%
2.36 mm Sieve	± 5.0%
0.075 mm Sieve	± 2.0%
Asphalt Binder Content	± 0.5%
TSR (Ultra-thin HMA Only)	± 15.0%

GUARDRAIL ANCHOR UNITS, TYPE 350 (TL-3):

(4-20-04) (Rev. 2-17-15)

862

SP8 R65

Description

Furnish and install guardrail anchor units in accordance with the details in the plans, the applicable requirements of Section 862 of the *2012 Standard Specifications*, and at locations shown in the plans.

Materials

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

Guardrail anchor unit (X-Tension) as manufactured by:

Barrier Systems, Inc.
c/o Transportation Equipment Services Inc.
420 Boardwalk Dr.
Youngsville, NC 27596
Telephone: 877-499-8727

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

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

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

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

Prior to installation the Contractor shall submit to the Engineer:

- (A) FHWA acceptance letter for each guardrail anchor unit certifying it meets the requirements of NCHRP Report 350, Test Level 3, in accordance with Article 106-2 of the *2012 Standard Specifications*.
- (B) Certified working drawings and assembling instructions from the manufacturer for each guardrail anchor unit in accordance with Article 105-2 of the *2012 Standard Specifications*.

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

Construction Methods

Guardrail end delineation is required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation consists of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Article 1088-3 of the *2012 Standard Specifications* and is incidental to the cost of the guardrail anchor unit.

Measurement and Payment

Measurement and payment will be made in accordance with Article 862-6 of the *2012 Standard Specifications*.

Payment will be made under:

Pay Item	Pay Unit
Guardrail Anchor Units, Type 350	Each

IMPACT ATTENUATOR UNITS, TYPE 350:

(4-20-04) (Rev. 1-17-12)

SP8 R75

Description

Furnish and install impact attenuator units and any components necessary to connect the impact attenuator units in accordance with the manufacturer's requirement, the details in the plans and at locations shown in the plans.

Materials

The Contractor may at his option, furnish any one of the **NON-GATING** impact attenuator units or approved equal:

The impact attenuator unit (QUADGUARD) as manufactured by:

Energy Absorption Systems, Inc.
 One East Wacker Drive
 Chicago, Illinois 60601-2076
 Telephone: 312-467-6750

The impact attenuator unit (TRACC) as manufactured by:

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

The Contractor may at his option, furnish any one of the **GATING** impact attenuator units or approved equal:

The impact attenuator unit (BRAKEMASTER) as manufactured by:

Energy Absorption Systems, Inc.
One East Wacker Drive
Chicago, Illinois 60601-2076
Telephone: 312-467-6750

The impact attenuator unit (CAT) as manufactured by:

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

Prior to installation the Contractor shall submit to the Engineer:

- (A) FHWA acceptance letter for each impact attenuator unit certifying it meets the requirements of NCHRP Report 350, Test Level 3, in accordance with Article 106-2 of the *2012 Standard Specifications*.
- (B) Certified working drawings and assembling instructions from the manufacturer for each impact attenuator unit in accordance with Article 105-2 of the *2012 Standard Specifications*.

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

Construction Methods

If the median width is 40 feet or less, the Contractor shall supply one of the NON-GATING Impact Attenuator Units listed in the Materials Section herein.

If the median width is greater than 40 feet, the Contractor may use any of the GATING or NON-GATING Impact Attenuator Units listed in the Materials Section herein.

Measurement and Payment

Impact Attenuator Unit, Type 350 will be measured and paid at the contract unit price per each. Such prices and payment will be full compensation for all work covered by this provision including, but not limited to, furnishing, installing and all incidentals necessary to complete the work.

Payment will be made under:

Pay Item
Impact Attenuator Units, Type 350

Pay Unit
Each

MATERIALS:

(2-21-12) (Rev. 5-20-14)

1000, 1002, 1005, 1024, 1050, 1056, 1074, 1078, 1080, 1081, 1086, 1084, 1087, 1092

SP10 R01

Revise the 2012 *Standard Specifications* as follows:

Page 10-1, Article 1000-1, DESCRIPTION, lines 9-10, replace the last sentence of the first paragraph with the following:

Type IL, IP, IS or IT blended cement may be used instead of Portland cement.

Page 10-1, Article 1000-1, DESCRIPTION, line 14, add the following:

Use materials which do not produce a mottled appearance through rusting or other staining of the finished concrete surface.

Page 10-5, Table 1000-1, REQUIREMENTS FOR CONCRETE, replace with the following:

Class of Concrete	Min. Comp. Strength at 28 days	Maximum Water-Cement Ratio				Consistency Max. Slump		Cement Content			
		Air-Entrained Concrete		Non Air-Entrained Concrete		Vibrated	Non-Vibrated	Vibrated		Non-Vibrated	
		Rounded Aggregate	Angular Aggregate	Rounded Aggregate	Angular Aggregate			Min.	Max.	Min.	Max.
Units	psi					inch	inch	lb/cy	lb/cy	lb/cy	lb/cy
AA	4,500	0.381	0.426	-	-	3.5	-	639	715	-	-
AA Slip Form	4,500	0.381	0.426	-	-	1.5	-	639	715	-	-
Drilled Pier	4,500	-	-	0.450	0.450	-	5-7 dry 7-9 wet	-	-	640	800
A	3,000	0.488	0.532	0.550	0.594	3.5	4	564	-	602	-
B	2,500	0.488	0.567	0.559	0.630	2.5	4	508	-	545	-
B Slip Formed	2,500	0.488	0.567	-	-	1.5	-	508	-	-	-
Sand Lightweight	4,500	-	0.420	-	-	4	-	715	-	-	-
Latex Modified	3,000 7 day	0.400	0.400	-	-	6	-	658	-	-	-
Flowable Fill excavatable	150 max. at 56 days	as needed	as needed	as needed	as needed	-	Flowable	-	-	40	100
Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	-	Flowable	-	-	100	as needed
Pavement	4,500 design, field 650 flexural, design only	0.559	0.559	-	-	1.5 slip form 3.0 hand place	-	526	-	-	-
Precast	See Table 1077-1	as needed	as needed	-	-	6	as needed	as needed	as needed	as needed	as needed
Prestress	per contract	See Table 1078-1	See Table 1078-1	-	-	8	-	564	as needed	-	-

Page 10-1, Article 1000-2, MATERIALS, line 16; Page 10-8, Subarticle 1000-7(A), MATERIALS, line 8; and Page 10-18, Article 1002-2, MATERIALS, line 9, add the following to the table of item references:

Item

Type IL Blended Cement

Section

1024-1

Page 10-23, Table 1005-1, AGGREGATE GRADATION-COARSE AGGREGATE, replace with the following:

TABLE 1005-1 AGGREGATE GRADATION - COARSE AGGREGATE													
Percentage of Total by Weight Passing													
Std. Size #	2"	1 1/2"	1"	3/4"	1/2"	3/8"	#4	#8	#10	#16	#40	#200	Remarks
4	100	90-100	20-55	0-15	-	0-5	-	-	-	-	-	A	Asphalt Plant Mix
467M	100	95-100	-	35-70	-	0-30	0-5	-	-	-	-	A	Asphalt Plant Mix
5	-	100	90-100	20-55	0-10	0-5	-	-	-	-	-	A	AST, Sediment Control Stone
57	-	100	95-100	-	25-60	-	0-10	0-5	-	-	-	A	AST, Str. Concrete, Shoulder Drain, Sediment Control Stone
57M	-	100	95-100	-	25-45	-	0-10	0-5	-	-	-	A	AST, Concrete Pavement
6M	-	-	100	90-100	20-55	0-20	0-8	-	-	-	-	A	AST
67	-	-	100	90-100	-	20-55	0-10	0-5	-	-	-	A	AST, Str. Concrete, Asphalt Plant Mix
78M	-	-	-	100	98-100	75-100	20-45	0-15	-	-	-	A	Asphalt Plant Mix, AST, Str. Conc. Weep Hole Drains
14M	-	-	-	-	-	100	35-70	5-20	-	0-8	-	A	Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete
9	-	-	-	-	-	100	85-100	10-40	-	0-10	-	A	AST
ABC	-	100	75-97	-	55-80	-	35-55	-	25-45	-	14-30	4-12 ^B	Aggregate Base Course, Aggregate Stabilization
ABC (M)	-	100	75-100	-	45-79	-	20-40	-	0-25	-	-	0-12 ^B	Maintenance Stabilization
Light-C weight	-	-	-	-	100	80-100	5-40	0-20	-	0-10	-	0-2.5	AST

- A. See Subarticle 1005-4(A).
- B. See Subarticle 1005-4(B).
- C. For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).

Page 10-46, Article 1024-1, PORTLAND CEMENT, line 33, add the following as the ninth paragraph:

Use Type IL blended cement that meets AASHTO M 240, except that the limestone content is limited to between 5 and 12% by weight and the constituents shall be interground. Class F fly ash can replace a portion of Type IL blended cement and shall be replaced as outlined in Subarticle 1000-4(I) for Portland cement. For mixes that contain cement with alkali content

between 0.6% and 1.0% and for mixes that contain a reactive aggregate documented by the Department, use a pozzolan in the amount shown in Table 1024-1.

Page 10-65, Article 1050-1, GENERAL, line 41, replace the first sentence with the following:
All fencing material and accessories shall meet Section 106.

Page 10-73, Article 1056-1 DESCRIPTION, lines 7-8, delete the first sentence of the second paragraph and replace with the following:

Use geotextile fabrics that are on the NCDOT Approved Products List.

Page 10-73, Article 1056-2 HANDLING AND STORING, line 17, replace “mechanically stabilized earth (MSE) wall faces” with “temporary wall faces”.

Page 10-74, TABLE 1056-1 GEOTEXTILE REQUIREMENTS, replace table with the following:

TABLE 1056-1 GEOTEXTILE REQUIREMENTS						
Property	Requirement (MARV ^A)					Test Method
	Type 1	Type 2	Type 3 ^B	Type 4	Type 5 ^C	
<i>Typical Application</i>	<i>Shoulder Drains</i>	<i>Under Rip Rap</i>	<i>Temporary Silt Fence</i>	<i>Soil Stabilization</i>	<i>Temporary Walls</i>	
Elongation (MD & CD)	≥ 50%	≥ 50%	≤ 25%	< 50%	< 50%	ASTM D4632
Grab Strength (MD & CD)	Table 1 ^D , Class 3	Table 1 ^D , Class 1	100 lb	Table 1 ^D , Class 3	-	ASTM D4632
Tear Strength (MD & CD)			-		-	ASTM D4533
Puncture Strength			-		-	ASTM D6241
Ultimate Tensile Strength (MD & CD)	-	-	-	-	2,400 lb/ft (unless required otherwise in the contract)	ASTM D4595
Permittivity	Table 2 ^D , 15% to 50% <i>in Situ</i> Soil Passing No. 200 ^E		Table 7 ^D	Table 5 ^D	0.20 sec ⁻¹	ASTM D4491
Apparent Opening Size					No. 30 ^E	ASTM D4751
UV Stability (Retained Strength)					70%	ASTM D4355

- A. MARV does not apply to elongation
- B. Minimum roll width of 36" required
- C. Minimum roll width of 13 ft required
- D. AASHTO M 288
- E. US Sieve No. per AASHTO M 92

Page 10-115, Subarticle 1074-7(B), Gray Iron Castings, lines 10-11, replace with the first two sentences with the following:

Supply gray iron castings meeting all facets of AASHTO M 306 excluding proof load. Proof load testing will only be required for new casting designs during the design process, and conformance to M306 loading (40,000 lbs.) will be required only when noted on the design documents.

Page 10-126, Table 1078-1, REQUIREMENTS FOR CONCRETE, replace with the following:

TABLE 1078-1 REQUIREMENTS FOR CONCRETE		
Property	28 Day Design Compressive Strength 6,000 psi or less	28 Day Design Compressive Strength greater than 6,000 psi
Maximum Water/Cementitious Material Ratio	0.45	0.40
Maximum Slump without HRWR	3.5"	3.5"
Maximum Slump with HRWR	8"	8"
Air Content (upon discharge into forms)	5 + 2%	5 + 2%

Page 10-151, Article 1080-4 Inspection and Sampling, lines 18-22, replace (B), (C) and (D) with the following:

- (B) At least 3 panels prepared as specified in 5.5.10 of AASHTO M 300, Bullet Hole Immersion Test.
- (C) At least 3 panels of 4"x6"x1/4" for the Elcometer Adhesion Pull Off Test, ASTM D4541.
- (D) A certified test report from an approved independent testing laboratory for the Salt Fog Resistance Test, Cyclic Weathering Resistance Test, and Bullet Hole Immersion Test as specified in AASHTO M 300.
- (E) A certified test report from an approved independent testing laboratory that the product has been tested for slip coefficient and meets AASHTO M253, Class B.

Page 10-161, Subarticle 1081-1(A) Classifications, lines 29-33, delete first 3 sentences of the description for Type 2 and replace with the following:

Type 2 - A low-modulus, general-purpose adhesive used in epoxy mortar repairs. It may be used to patch spalled, cracked or broken concrete where vibration, shock or expansion and contraction are expected.

Page 10-162, Subarticle 1081-1(A) Classifications, lines 4-7, delete the second and third sentences of the description for Type 3A. **Lines 16-22,** delete Types 6A, 6B and 6C.

Page 10-162, Subarticle 1081-1(B) Requirements, lines 26-30, replace the second paragraph with the following:

For epoxy resin systems used for embedding dowel bars, threaded rods, rebar, anchor bolts and other fixtures in hardened concrete, the manufacturer shall submit test results showing that the bonding system will obtain 125% of the specified required yield strength of the fixture. Furnish certification that, for the particular bolt grade, diameter and embedment depth required, the anchor system will not fail by adhesive failure and that there is no movement of the anchor bolt. For certification and anchorage, use 3,000 psi as the minimum Portland cement concrete compressive strength used in this test. Use adhesives that meet Section 1081.

List the properties of the adhesive on the container and include density, minimum and maximum temperature application, setting time, shelf life, pot life, shear strength and compressive strength.

Page 10-163, Table 1081-1 Properties of Mixed Epoxy Resin Systems, replace table with the following:

TABLE 1081-1 PROPERTIES OF MIXED EPOXY RESIN SYSTEMS							
Property	Type 1	Type 2	Type 3	Type 3A	Type 4A	Type 4B	Type 5
Viscosity-Poises at 77°F ± 2°F	Gel	10-30	25-75	Gel	40-150	40-150	1-6
Spindle No.	-	3	4	--	4	4	2
Speed (RPM)	-	20	20	--	10	10	50
Pot Life (Minutes)	20-50	30-60	20-50	5-50	40-80	40-80	20-60
Minimum Tensile Strength at 7 days (psi)	1,500	2,000	4,000	4,000	1,500	1,500	4,000
Tensile Elongation at 7 days (%)	30 min.	30 min.	2-5	2-5	5-15	5-15	2-5
Min. Compressive Strength of 2" mortar cubes at 24 hours	3,000 (Neat)	4,000-	6,000-	6,000 (Neat)	3,000	3,000	6,000
Min. Compressive Strength of 2" mortar cubes at 7 days	5,000 (Neat)	-	-	-	-	5,000	-
Maximum Water Absorption (%)	1.5	1.0	1.0	1.5	1.0	1.0	1.0
Min. Bond Strength Slant Shear Test at 14 days (psi)	1,500	1,500	2,000	2,000	1,500	1,500	1,500

Page 10-164, Subarticle 1081-1(E) Prequalification, lines 31-33, replace the second sentence of the first paragraph with the following:

Manufacturers choosing to supply material for Department jobs must submit an application through the Value Management Unit with the following information for each type and brand name:

Page 10-164, Subarticle 1081-1(E)(3), line 37, replace this subarticle with the following:

(3) Type of the material in accordance with Articles 1081-1 and 1081-4,

Page 10-165, Subarticle 1081-1(E)(6), line 1, in the first sentence of the first paragraph replace “AASHTO M 237” with “the specifications”.

Page 10-165, Subarticle 1081-1(E) Prequalification, line 9-10, delete the second sentence of the last paragraph.

Page 10-165, Subarticle 1081-1(F) Acceptance, line 14, in the first sentence of the first paragraph replace “Type 1” with “Type 3”.

Page 10-169, Subarticle 1081-3(G) Anchor Bolt Adhesives, delete this subarticle.

Page 10-170, Article 1081-3 Hot Bitumen, line 9, add the following at the end of Section 1081:

1081-4 EPOXY RESIN ADHESIVE FOR BONDING TRAFFIC MARKINGS

(A) General

This section covers epoxy resin adhesive for bonding traffic markers to pavement surfaces.

(B) Classification

The types of epoxies and their uses are as shown below:

Type I – Rapid Setting, High Viscosity, Epoxy Adhesive. This type of adhesive provides rapid adherence to traffic markers to the surface of pavement.

Type II – Standard Setting, High Viscosity, Epoxy Adhesive. This type of adhesive is recommended for adherence of traffic markers to pavement surfaces when rapid set is not required.

Type III – Rapid Setting, Low Viscosity, Water Resistant, Epoxy Adhesive. This type of rapid setting adhesive, due to its low viscosity, is appropriate only for use with embedded traffic markers.

Type IV – Standard Set Epoxy for Blade Deflecting-Type Plowable Markers.

(C) Requirements

Epoxies shall conform to the requirements set forth in AASHTO M 237.

(D) Prequalification

Refer to Subarticle 1081-1(E).

(E) Acceptance

Refer to Subarticle 1081-1(F).

Page 10-173, Article 1084-2 STEEL SHEET PILES, lines 37-38, replace first paragraph with the following:

Steel sheet piles detailed for permanent applications shall be hot rolled and meet ASTM A572 or ASTM A690 unless otherwise required by the plans. Steel sheet piles shall be coated as required by the plans. Galvanized sheet piles shall be coated in accordance with Section 1076.

Metallized sheet piles shall be metallized in accordance to the Project Special Provision “Thermal Sprayed Coatings (Metallization)” with an 8 mil, 99.9% aluminum alloy coating and a 0.5 mil seal coating. Any portion of the metallized sheet piling encased in concrete shall receive a barrier coat. The barrier coat shall be an approved waterborne coating with a low-viscosity which readily absorbs into the pores of the aluminum thermal sprayed coating. The waterborne coating shall be applied at a spreading rate that results in a theoretical 1.5 mil dry film thickness. The manufacturer shall issue a letter of certification that the resin chemistry of the waterborne coating is compatible with the 99.9% aluminum thermal sprayed alloy and suitable for tidal water applications.

Page 10-174, Subarticle 1086-1(B)(1) Epoxy, lines 18-24, replace this subarticle with the following:

The epoxy shall meet Article 1081-4.

The 2 types of epoxy adhesive which may be used are Type I, Rapid Setting, and Type II, Standard Setting. Use Type II when the pavement temperature is above 60°F or per the manufacturer’s recommendations whichever is more stringent. Use Type I when the pavement temperature is between 50°F and 60°F or per the manufacturer’s recommendations whichever is more stringent. Epoxy adhesive Type I, Cold Set, may be used to attach temporary pavement markers to the pavement surface when the pavement temperature is between 32°F and 50°F or per the manufacturer’s recommendations whichever is more stringent.

Page 10-175, Subarticle 1086-2(E) Epoxy Adhesives, line 27, replace “Section 1081” with “Article 1081-4”.

Page 10-177, Subarticle 1086-3(E) Epoxy Adhesives, line 22, replace “Section 1081” with “Article 1081-4”.

Page 10-179, Subarticle 1087-4(A) Composition, lines 39-41, replace the third paragraph with the following:

All intermixed and drop-on glass beads shall not contain more than 75 ppm arsenic or 200 ppm lead.

Page 10-180, Subarticle 1087-4(B) Physical Characteristics, line 8, replace the second paragraph with the following:

All intermixed and drop-on glass beads shall comply with NCGS § 136-30.2 and 23 USC § 109(r).

Page 10-181, Subarticle 1087-7(A) Intermixed and Drop-on Glass Beads, line 24, add the following after the first paragraph:

Use X-ray Fluorescence for the normal sampling procedure for intermixed and drop-on beads, without crushing, to check for any levels of arsenic and lead. If any arsenic or lead is detected, the sample shall be crushed and repeat the test using X-ray Fluorescence. If the X-ray Fluorescence test shows more than a LOD of 5 ppm, test the beads using United States Environmental Protection Agency Method 6010B, 6010C or 3052 for no more than 75 ppm arsenic or 200 ppm lead.

Page 10-204, Subarticle 1092-2(A) Performance and Test Requirements, replace Table 1092-3 Minimum Coefficient of Retroreflection for NC Grade A with the following:

Observation Angle, degrees	Entrance Angle, degrees	White	Yellow	Green	Red	Blue	Fluorescent Yellow Green	Fluorescent Yellow
0.2	-4.0	525	395	52	95	30	420	315
0.2	30.0	215	162	22	43	10	170	130
0.5	-4.0	310	230	31	56	18	245	185
0.5	30.0	135	100	14	27	6	110	81
1.0	-4.0	120	60	8	16	3.6	64	48
1.0	30.0	45	34	4.5	9	2	36	27

SHOULDER AND SLOPE BORROW:

(3-19-13)

1019

SP10 R10

Use soil in accordance with Section 1019 of the *2012 Standard Specifications*. Use soil consisting of loose, friable, sandy material with a PI greater than 6 and less than 25 and a pH ranging from 5.5 to 7.0.

Soil with a pH ranging from 4.0 to 5.5 will be accepted without further testing if additional limestone is provided in accordance with the application rates shown in Table 1019-1A. Soil type is identified during the soil analysis. Soils with a pH above 7.0 require acidic amendments to be added. Submit proposed acidic amendments to the Engineer for review and approval. Soils with a pH below 4.0 or that do not meet the PI requirements shall not be used.

pH TEST RESULT	Sandy Soils Additional Rate (lbs. / Acre)	Silt Loam Soils Additional Rate (lbs. / Acre)	Clay Loam Soils Additional Rate (lbs. / Acre)
4.0 - 4.4	1,000	4,000	6,000
4.5 - 4.9	500	3,000	5,000
5.0 - 5.4	NA	2,000	4,000

Note: Limestone application rates shown in this table are in addition to the standard rate of 4000 lbs. / acre required for seeding and mulching.

No direct payment will be made for providing additional lime or acidic amendments for Ph adjustment.

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 *2012 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
Crownvetch
Pensacola Bahiagrass
Creeping Red Fescue

Japanese Millet
Reed Canary Grass
Zoysia

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

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

STANDARD SPECIAL PROVISION**ERRATA**

(1-17-12) (Rev. 11-18-14)

Z-4

Revise the 2012 *Standard Specifications* as follows:

Division 2

Page 2-7, line 31, Article 215-2 Construction Methods, replace “Article 107-26” with “Article 107-25”.

Page 2-17, Article 226-3, Measurement and Payment, line 2, delete “pipe culverts,”.

Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows: **Line 1**, replace “(4) Buffer Zone” with “(c) Buffer Zone”; **Line 12**, replace “(5) Evaluation for Potential Wetlands and Endangered Species” with “(d) Evaluation for Potential Wetlands and Endangered Species”; and **Line 33**, replace “(6) Approval” with “(4) Approval”.

Division 3

Page 3-1, after line 15, Article 300-2 Materials, replace “1032-9(F)” with “1032-6(F)”.

Division 4

Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping, replace “sheet pile” with “reinforcement”.

Division 6

Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments, replace “30” with “45”.

Page 6-10, line 42, Subarticle 609-6(C)(2), replace “Subarticle 609-6(E)” with “Subarticle 609-6(D)”.

Page 6-11, Table 609-1 Control Limits, replace “Max. Spec. Limit” for the Target Source of $P_{0.075}/P_{be}$ Ratio with “1.0”.

Page 6-40, Article 650-2 Materials, replace “Subarticle 1012-1(F)” with “Subarticle 1012-1(E)”

Division 8

Page 8-23, line 10, Article 838-2 Materials, replace “Portland Cement Concrete, Class B” with “Portland Cement Concrete, Class A”.

Division 10

Page 10-166, Article 1081-3 Hot Bitumen, replace “Table 1081-16” with “Table 1081-2”, replace “Table 1081-17” with “Table 1081-3”, and replace “Table 1081-18” with “Table 1081-4”.

Division 12

Page 12-7, Table 1205-3, add “FOR THERMOPLASTIC” to the end of the title.

Page 12-8, Subarticle 1205-5(B), line 13, replace “Table 1205-2” with “Table 1205-4”.

Page 12-8, Table 1205-4 and 1205-5, replace “THERMOPLASTIC” in the title of these tables with “POLYUREA”.

Page 12-9, Subarticle 1205-6(B), line 21, replace “Table 1205-4” with “Table 1205-6”.

Page 12-11, Subarticle 1205-8(C), line 25, replace “Table 1205-5” with “Table 1205-7”.

Division 15

Page 15-4, Subarticle 1505-3(F) Backfilling, line 26, replace “Subarticle 235-4(C)” with “Subarticle 235-3(C)”.

Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following: $W=LD\sqrt{P} \div 148,000$

Page 15-6, Subarticle 1510-3(B), line 32, delete “may be performed concurrently or” and replace with “shall be performed”.

Page 15-17, Subarticle 1540-3(E), line 27, delete “Type 1”.

Division 17

Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center, delete this subarticle.

Revise the *2012 Roadway Standard Drawings* as follows:

1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation, replace “1633.01” with “1631.01”.

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

(3-18-03) (Rev. 10-15-13)

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

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

STANDARD SPECIAL PROVISION

AWARD OF CONTRACT

(6-28-77)

Z-6

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

STANDARD SPECIAL PROVISION**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 or 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 contractor). "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).
- 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. 5-21-13)

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

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.

General Decision Number: NC20140100

State: North Carolina

Construction Type: Highway

Counties: Alexander, Buncombe, Burke, Caldwell, Catawba, Haywood, Henderson and Madison Counties in North Carolina.

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).

Modification Number	Publication Date
0	N/A

SUNC2014-002 11/13/2014

	Rates	Fringes
BLASTER.....	\$ 20.93	
CARPENTER.....	\$ 13.48	
CEMENT MASON/CONCRETE FINISHER...\$	14.40	
ELECTRICIAN		
Electrician.....	\$ 18.79	2.62
Telecommunications		
Technician.....	\$ 14.67	1.67
IRONWORKER.....	\$ 12.48	
LABORER		
Asphalt Raker and Spreader..\$	11.76	
Asphalt Screed/Jackman.....\$	15.38	.08
Carpenter Tender.....	\$ 10.50	
Cement Mason/Concrete		
Finisher Tender.....	\$ 11.04	
Common or General.....	\$ 11.90	
Guardrail/Fence Installer...\$	13.09	
Pipelayer.....	\$ 12.87	
Traffic Signal/Lighting		
Installer.....	\$ 15.33	.22
PAINTER		
Bridge.....	\$ 20.67	
POWER EQUIPMENT OPERATOR		
Asphalt Broom Tractor.....\$	10.00	
Bulldozer Fine.....	\$ 16.28	
Bulldozer Rough.....	\$ 14.51	
Concrete Grinder/Groover...\$	19.20	
Crane Boom Trucks.....	\$ 18.19	
Crane Other.....	\$ 18.69	
Crane Rough/All-Terrain.....\$	19.19	
Drill Operator Rock.....	\$ 15.00	
Drill Operator Structure...\$	21.07	
Excavator Fine.....	\$ 16.02	
Excavator Rough.....	\$ 14.67	
Grader/Blade Fine.....	\$ 19.86	
Grader/Blade Rough.....	\$ 19.86	
Loader 2 Cubic Yards or		
Less.....	\$ 12.38	
Loader Greater Than 2		
Cubic Yards.....	\$ 17.91	
Material Transfer Vehicle		
(Shuttle Buggy).....	\$ 15.44	
Mechanic.....	\$ 17.86	
Milling Machine.....	\$ 15.08	
Off-Road Hauler/Water		

Tanker.....	\$ 11.95	
Oiler/Greaser.....	\$ 15.05	
Pavement Marking Equipment..	\$ 11.99	
Paver Asphalt.....	\$ 17.84	.08
Paver Concrete.....	\$ 18.20	
Roller Asphalt Breakdown....	\$ 15.00	.08
Roller Asphalt Finish.....	\$ 16.08	.07
Roller Other.....	\$ 12.51	.03
Scraper Finish.....	\$ 12.86	
Scraper Rough.....	\$ 13.83	
Slip Form Machine.....	\$ 20.38	
Tack Truck/Distributor		
Operator.....	\$ 14.81	.02

TRUCK DRIVER

GVWR of 26,000 Lbs or	
Greater.....	\$ 13.65
GVWR of 26,000 or Less.....	\$ 12.48

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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 (29CFR 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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective

bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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, DC 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, DC 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, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

PROJECT SPECIAL PROVISIONS

GEOTECHNICAL

MSE WALL SPECIAL PROVISIONS (SPECIAL)	GT-1.1 - GT-1.10
TENSIONED SPOT ROCK BOLT 75 KIP (SPECIAL)	GT-2.1 - GT-2.8
ROCK BLASTING (SPECIAL)	GT-3.1 - GT-3.4
RECLAIMING AND STAGING WIRE MESH AND NET (SPECIAL)	GT-4.1 - GT-4.1
ROCK SLOPE MATERIALS (8/20/2013)	GT-5.1 - GT-5.5
UNTENSIONED ROCK ANCHORS AND WIRE MESH (SPECIAL)	GT-6.1 - GT-6.4
250 KJ ROCKFALL BARRIER (SPECIAL)	GT-7.1 - GT-7.3

DocuSigned by:
Geotechnical Engineering Unit
E06538624A11498...

11/25/2014

MECHANICALLY STABILIZED EARTH RETAINING WALLS**(SPECIAL)****1.0 GENERAL**

Construct mechanically stabilized earth (MSE) retaining walls consisting of steel or geosynthetic reinforcement in the reinforced zone connected to vertical facing elements. The facing elements may be precast concrete panels or segmental retaining wall (SRW) units unless required otherwise in the plans or the *NCDOT Policy for Mechanically Stabilized Earth Retaining Walls* prohibits the use of SRW units. At the Contractor's option, use coarse or fine aggregate in the reinforced zone of MSE retaining walls except do not use fine aggregate for walls subject to scour, walls that support or are adjacent to railroads or walls with design heights greater than 35 ft or internal acute corners less than 45°. Provide reinforced concrete coping as required. Design and construct MSE retaining walls based on actual elevations and wall dimensions in accordance with the contract and accepted submittals. Use a prequalified MSE Wall Installer to construct MSE retaining walls.

Define "MSE wall" as a mechanically stabilized earth retaining wall and "MSE Wall Vendor" as the vendor supplying the chosen MSE wall system. Define a "segmental retaining wall" as an MSE wall with SRW units. Define an "abutment wall" as an MSE wall with bridge foundations in any portion of the reinforced zone or an MSE wall connected to an abutment wall. Even if bridge foundations only penetrate a small part of the reinforced zone, the entire MSE wall is considered an abutment wall.

Define "reinforcement" as steel or geosynthetic reinforcement and "geosynthetics" as geosynthetic grids (geogrids) or strips (geostrips). Define "aggregate" as coarse or fine aggregate. Define "panel" as a precast concrete panel and "coping" as precast or cast-in-place concrete coping.

Use an approved MSE wall system in accordance with the plans, NCDOT MSE wall policy and any NCDOT restrictions for the chosen system. Value engineering proposals for other MSE wall systems will not be considered. Do not use segmental retaining walls or MSE wall systems with an "approved for provisional use" status code for critical walls or MSE walls connected to critical walls. Critical walls are defined in the NCDOT MSE wall policy. The list of approved MSE wall systems and NCDOT MSE wall policy are available from:

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

2.0 MATERIALS

Refer to the *Standard Specifications*.

Item	Section
Aggregate	1014
Anchor Pins	1056-2
Curing Agents	1026
Geotextiles, Type 2	1056
Joint Materials	1028

Portland Cement Concrete, Class A	1000
Precast Retaining Wall Coping	1077
Reinforcing Steel	1070
Retaining Wall Panels	1077
Segmental Retaining Wall Units	1040-4
Shoulder Drain Materials	816-2
Wire Staples	1060-8(D)

Provide Type 2 geotextile for filtration and separation geotextiles. Use Class A concrete for cast-in-place coping, leveling concrete and pads.

Use panels and SRW units from producers approved by the Department and licensed by the MSE Wall Vendor. Unless required otherwise in the contract, produce panels with a smooth flat final finish that meets Article 1077-11 of the *Standard Specifications*. Accurately locate and secure reinforcement connectors in panels and maintain required concrete cover. Produce panels within 1/4" of the panel dimensions shown in the accepted submittals.

Damaged panels or SRW units with excessive discoloration, chips or cracks as determined by the Engineer will be rejected. Do not damage reinforcement connection devices or mechanisms in handling or storing panels and SRW units.

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. Handle and store geosynthetics in accordance with Article 1056-2 of the *Standard Specifications*. Load, transport, unload and store MSE wall materials so materials are kept clean and free of damage. Bent, damaged or defective materials will be rejected.

A. Aggregate

Use standard size No. 57, 57M, 67 or 78M that meets Table 1005-1 of the *Standard Specifications* for coarse aggregate except do not use No. 57 or 57M stone in the reinforced zone of MSE walls with geosynthetic reinforcement. Use the following for fine aggregate:

1. Standard size No. 1S, 2S, 2MS or 4S that meets Table 1005-2 of the *Standard Specifications* or
2. Gradation that meets Class III, Type 3 select material in accordance with Article 1016-3 of the *Standard Specifications*.

Fine aggregate is exempt from mortar strength in Subarticle 1014-1(E) of the *Standard Specifications*. Provide fine aggregate that meets the following requirements:

FINE AGGREGATE REQUIREMENTS					
Reinforcement or Connector Material	pH	Resistivity	Chlorides	Sulfates	Organics
Steel	5-10	$\geq 3,000 \Omega \cdot \text{cm}$	$\leq 100 \text{ ppm}$	$\leq 200 \text{ ppm}$	$\leq 1\%$
Polyester Type (PET) Geogrid	5-8	N/A*	N/A*	N/A*	$\leq 1\%$
Geostrip or Polyolefin Geogrid	4.5-9	N/A*	N/A*	N/A*	$\leq 1\%$

* Resistivity, chlorides and sulfates are not applicable to geosynthetics.

Use fine aggregate from a source that meets the *Mechanically Stabilized Earth Wall Fine Aggregate Sampling and Testing Manual*. Perform organic content tests in accordance with AASHTO T 267 instead of Subarticle 1014-1(D) of the *Standard Specifications*. Perform electrochemical tests in accordance with the following test procedures:

Property	Test Method
pH	AASHTO T 289
Resistivity	AASHTO T 288
Chlorides	AASHTO T 291
Sulfates	AASHTO T 290

B. Reinforcement

Provide steel or geosynthetic reinforcement supplied by the MSE Wall Vendor or a manufacturer approved or licensed by the vendor. Use approved reinforcement for the chosen MSE wall system. The list of approved reinforcement for each MSE wall system is available from the website shown elsewhere in this provision.

1. Steel Reinforcement

Provide Type 1 material certifications in accordance with Article 106-3 of the *Standard Specifications* for steel reinforcement. Use welded wire grid reinforcement (“mesh”, “mats” and “ladders”) that meet Article 1070-3 of the *Standard Specifications* and metallic strip reinforcement (“straps”) that meet ASTM A572 or A1011. Galvanize steel reinforcement in accordance with Section 1076 of the *Standard Specifications*.

2. Geosynthetic Reinforcement

Define “machine direction” (MD) for geosynthetics in accordance with ASTM D4439. Provide Type 1 material certifications for geosynthetic strengths in the MD in accordance with Article 1056-3 of the *Standard Specifications*. Test geosynthetics in accordance with ASTM D6637.

C. Bearing Pads

For MSE walls with panels, use bearing pads that meet Section 3.6.1.a of the *FHWA Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes – Volume I* (Publication No. FHWA-NHI-10-024). Provide bearing pads that meet the following requirements:

BEARING PAD THICKNESS REQUIREMENTS	
Panel Facing Area (A)	Minimum Pad Thickness After Compression (based on 2 times panel weight above pads)
$A \leq 30$ sf	1/2"
$30 \text{ sf} < A \leq 75$ sf	3/4"

D. Miscellaneous Components

Miscellaneous components may include connectors (e.g., anchors, bars, clamps, pins, plates, ties, etc.), fasteners (e.g., bolts, nuts, washers, etc.) and any other MSE wall components not included above. Galvanize steel components in accordance with Section 1076 of the *Standard Specifications*. Provide approved miscellaneous components for the chosen MSE wall system. The list of approved miscellaneous components for each MSE wall system is available from the website shown elsewhere in this provision.

3.0 PRECONSTRUCTION REQUIREMENTS

A. MSE Wall Surveys

The Retaining Wall Plans show a plan view, typical sections, details, notes and an elevation or profile view (wall envelope) for each MSE wall. Before beginning MSE wall design, survey existing ground elevations shown in the plans and other elevations in the vicinity of MSE wall locations as needed. Based on these elevations, finished grades and actual MSE wall dimensions and details, submit revised wall envelopes for acceptance. Use accepted wall envelopes for design.

B. MSE Wall Designs

Submit 11 copies of working drawings and 3 copies of design calculations and a PDF copy of each for MSE wall designs at least 30 days before the preconstruction meeting. Note name and NCDOT ID number of the panel or SRW unit production facility on the working drawings. Do not begin MSE wall construction until a design submittal is accepted.

Use a prequalified MSE Wall Design Consultant to design MSE walls. Provide designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for the MSE Wall Design Consultant.

Design MSE walls in accordance with the plans, *AASHTO LRFD Bridge Design Specifications* and any NCDOT restrictions for the chosen MSE wall system unless

otherwise required. Design MSE walls for seismic if walls are located in seismic zone 2 based on Figure 2-1 of the *Structure Design Manual*. Use a uniform reinforcement length throughout the wall height of at least $1.0H$ with H as defined for the embedment requirements in this provision or 6 ft, whichever is greater, unless shown otherwise in the plans. Extend the reinforced zone at least 6" beyond end of reinforcement. Do not locate drains, the reinforced zone or leveling pads outside right-of-way or easement limits.

Use the simplified method for determining maximum reinforcement loads and approved design parameters for the chosen MSE wall system or default values in accordance with the AASHTO LRFD specifications. Design steel components including reinforcement and connectors for the design life noted in the plans and aggregate type in the reinforced zone. Use corrosion loss rates for galvanizing in accordance with the AASHTO LRFD specifications for nonaggressive backfill and carbon steel corrosion rates in accordance with the following:

CARBON STEEL CORROSION RATES	
Aggregate Type (in the reinforced zone)	Corrosion Loss Rate (after zinc depletion)
Coarse	0.47 mil/year
Fine (except abutment walls)	0.58 mil/year
Fine (abutment walls)	0.70 mil/year

For geosynthetic reinforcement and connectors, use approved geosynthetic properties for the design life noted in the plans and aggregate type in the reinforced zone.

When noted in the plans, design MSE walls for a live load (traffic) surcharge of 250 lb/sf in accordance with Figure C11.5.6-3(b) of the AASHTO LRFD specifications. For steel beam guardrail with 8 ft posts or concrete barrier rail above MSE walls, analyze top 2 reinforcement layers for traffic impact loads in accordance with Section 7.2 of the FHWA MSE wall manual shown elsewhere in this provision except use the following for geosynthetic reinforcement rupture:

$$\phi T_{al} R_c \geq T_{max} + (T_I / RF_{CR})$$

Where,

- ϕ = resistance factor for tensile resistance in accordance with Section 7.2.1 of the FHWA MSE wall manual,
- T_{al} = long-term geosynthetic design strength approved for chosen MSE wall system,
- R_c = reinforcement coverage ratio = 1 for continuous geosynthetic reinforcement,
- T_{max} = factored static load in accordance with Section 7.2 of the FHWA MSE wall manual,
- T_I = factored impact load in accordance with Section 7.2 of the FHWA MSE wall manual and
- RF_{CR} = creep reduction factor approved for chosen MSE wall system.

If existing or future obstructions such as foundations, guardrail, fence or handrail posts, moment slabs, pavements, pipes, inlets or utilities will interfere with reinforcement, maintain a clearance of at least 3" between obstructions and reinforcement unless otherwise approved. Locate reinforcement layers so all of reinforcement length is within 3" of corresponding connection elevations.

Use 6" thick cast-in-place unreinforced concrete leveling pads beneath panels and SRW units that are continuous at steps and extend at least 6" in front of and behind bottom row of panels or SRW units. Unless required otherwise in the plans, embed top of leveling pads in accordance with the following requirements:

EMBEDMENT REQUIREMENTS		
Front Slope¹ (H:V)	Minimum Embedment Depth² (whichever is greater)	
6.0H:1.0V or flatter (except abutment walls)	H/20	2 ft for H ≤ 10 ft 2 ft for H > 10 ft
6.0H:1.0V or flatter (abutment walls)	H/10	2 ft
> 6.0H:1.0V to < 3.0H:1.0V	H/10	2 ft
3.0H:1.0V	H/10	2 ft
2.0H:1.0V	H/7	2 ft
1.5H:1.0V	H/5	2 ft
1.25H:1.0V	H/4	2 ft
1.0H:1.0V	H/3	2 ft

1. Front slope is as shown in the plans.
2. Define "H" as the maximum design height plus embedment per wall with the design height and embedment as shown in the plans.

When noted in the plans, locate a continuous aggregate shoulder drain along base of reinforced zone behind aggregate. Provide wall drainage systems consisting of drains and outlet components in accordance with Standard Drawing No. 816.02 of the *Roadway Standard Drawings*.

For MSE walls with panels, place at least 2 bearing pads in each horizontal panel joint so the final horizontal joint opening is between 5/8" and 7/8". Additional bearing pads may be required for panels wider than 5 ft as determined by the Engineer. Cover joints at back of panels with filtration geotextiles at least 12" wide.

For segmental retaining walls, fill SRW unit core spaces with coarse aggregate and between and behind SRW units with coarse aggregate for a horizontal distance of at least 18".

Separation geotextiles are required between aggregate and overlying fill or pavement sections except when concrete pavement, full depth asphalt or cement treated base is placed directly on aggregate. Separation geotextiles may also be required between coarse aggregate and backfill or natural ground as determined by the Engineer.

Unless required otherwise in the plans, use reinforced concrete coping at top of walls. Use coping dimensions shown in the plans and cast-in-place concrete coping for segmental retaining walls and when noted in the plans. When shown in the plans and at the Contractor's option, connect cast-in-place concrete coping to panels and SRW units with dowels or extend coping down back of MSE walls. Also, connect cast-in-place leveling concrete for precast concrete coping to panels with dowels. When concrete barrier rail is required above MSE walls, use concrete barrier rail with moment slab as shown in the plans.

Submit working drawings and design calculations for acceptance in accordance with Article 105-2 of the *Standard Specifications*. Submit working drawings showing plan views, wall profiles with required resistances, typical sections with reinforcement and connection details, aggregate locations and types, geotextile locations and details of leveling pads, panels or SRW units, coping, bin walls, slip joints, etc. If necessary, include details on working drawings for concrete barrier rail with moment slab, reinforcement splices if allowed for the chosen MSE wall system, reinforcement connected to end bent caps and obstructions extending through walls or interfering with reinforcement, leveling pads, barriers or moment slabs. Submit design calculations for each wall section with different surcharge loads, geometry or material parameters. At least one analysis is required for each wall section with different reinforcement lengths. When designing MSE walls with computer software other than MSEW, use MSEW version 3.0 with update 14.93 or later, manufactured by ADAMA Engineering, Inc. to verify the design. At least one MSEW analysis is required per 100 ft of wall length with at least one MSEW analysis for the wall section with the longest reinforcement. Submit electronic MSEW input files and PDF output files with design calculations.

C. Preconstruction Meeting

Before starting MSE wall construction, hold a preconstruction meeting to discuss the construction and inspection of the MSE walls. Schedule this meeting after all MSE wall submittals have been accepted. The Resident or Bridge Maintenance Engineer, Bridge Construction Engineer, Geotechnical Operations Engineer, Contractor and MSE Wall Installer Superintendent will attend this preconstruction meeting.

4.0 CORROSION MONITORING

Corrosion monitoring is required for MSE walls with steel reinforcement. The Engineer will determine the number of monitoring locations and where to install the instrumentation. Contact the Materials and Tests (M&T) Unit before beginning wall construction. M&T will provide the corrosion monitoring instrumentation kits and if necessary, assistance with installation.

5.0 SITE ASSISTANCE

Unless otherwise approved, provide an MSE Wall Vendor representative to assist and guide the MSE Wall Installer on-site for at least 8 hours when the first panels or SRW units

and reinforcement layer are placed. If problems are encountered during construction, the Engineer may require the vendor representative to return to the site for a time period determined by the Engineer.

6.0 CONSTRUCTION METHODS

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

Excavate as necessary for MSE walls in accordance with the accepted submittals. If applicable and at the Contractor's option, use temporary shoring for wall construction instead of temporary slopes to construct MSE walls. Define "temporary shoring for wall construction" as temporary shoring not shown in the plans or required by the Engineer including shoring for OSHA reasons or the Contractor's convenience.

Unless required otherwise in the plans, install foundations located in the reinforced zone before placing aggregate or reinforcement. Notify the Engineer when foundation excavation is complete. Do not place leveling pad concrete, aggregate or reinforcement until excavation dimensions and foundation material are approved.

Construct cast-in-place concrete leveling pads at elevations and with dimensions shown in the accepted submittals and in accordance with Section 420 of the *Standard Specifications*. Cure leveling pads at least 24 hours before placing panels or SRW units.

Erect and support panels and stack SRW units so the final wall position is as shown in the accepted submittals. Place SRW units with a maximum vertical joint width of 3/8".

Set panels with a vertical joint width of 3/4". Place bearing pads in horizontal panel joints and cover all panel joints with filtration geotextiles as shown in the accepted submittals. Attach filtration geotextiles to back of panels with adhesives, tapes or other approved methods.

Stagger panels and SRW units to create a running bond by centering panels or SRW units over joints in the row below as shown in the accepted submittals. Construct MSE walls with the following tolerances:

- A. SRW units are level from front to back and between units when checked with a 3 ft long level,
- B. Final wall face is within 3/4" of horizontal and vertical alignment shown in the accepted submittals when measured along a 10 ft straightedge and
- C. Final wall plumbness (batter) is not negative and within 0.5° of vertical unless otherwise approved.

Place reinforcement at locations and elevations shown in the accepted submittals and within 3" of corresponding connection elevations. Install reinforcement with the direction shown in the accepted submittals. Place reinforcement in slight tension free of kinks, folds,

wrinkles or creases. Reinforcement may be spliced once per reinforcement length if shown in the accepted submittals. Use reinforcement pieces at least 6 ft long. Contact the Engineer when unanticipated existing or future obstructions such as foundations, guardrail, fence or handrail posts, pavements, pipes, inlets or utilities will interfere with reinforcement. To avoid obstructions, deflect, skew or modify reinforcement as shown in the accepted submittals.

Place aggregate in the reinforced zone in 8" to 10" thick lifts. Compact fine aggregate in accordance with Subarticle 235-3(C) of the *Standard Specifications*. Use only hand operated compaction equipment to compact aggregate within 3 ft of panels or SRW units. At a distance greater than 3 ft, compact aggregate with at least 4 passes of an 8 ton to 10 ton vibratory roller in a direction parallel to the wall face. Smooth wheeled or rubber tired rollers are also acceptable for compacting aggregate. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet. Do not displace or damage reinforcement when placing and compacting aggregate. End dumping directly on geosynthetics is not permitted. Do not operate heavy equipment on reinforcement until it is covered with at least 8" of aggregate. Replace any damaged reinforcement to the satisfaction of the Engineer.

Backfill for MSE walls outside the reinforced zone in accordance with Article 410-8 of the *Standard Specifications*. If a drain is required, install wall drainage systems as shown in the accepted submittals and in accordance with Section 816 of the *Standard Specifications*.

Place and construct coping and leveling concrete as shown in the accepted submittals. Construct leveling concrete in accordance with Section 420 of the *Standard Specifications*. Construct cast-in-place concrete coping in accordance with Subarticle 452-3(C) of the *Standard Specifications*. When single faced precast concrete barrier is required in front of and against MSE walls, stop coping just above barrier so coping does not interfere with placing barrier up against wall faces.

When separation geotextiles are required, overlap adjacent geotextiles at least 18" and hold separation geotextiles in place with wire staples or anchor pins as needed. Seal joints above and behind MSE walls between coping and concrete slope protection with silicone sealant.

7.0 MEASUREMENT AND PAYMENT

MSE Retaining Wall will be measured and paid in square feet. MSE walls will be measured as the square feet of wall face area with the pay height equal to the difference between top of wall and top of leveling pad elevations. Define "top of wall" as top of coping or top of panels or SRW units for MSE walls without coping.

The contract unit price for *MSE Retaining Wall* will be full compensation for providing designs, submittals, labor, tools, equipment and MSE wall materials, excavating, backfilling, hauling and removing excavated materials and supplying site assistance, leveling pads, panels, SRW units, reinforcement, aggregate, wall drainage systems, geotextiles, bearing pads, coping, miscellaneous components and any incidentals necessary

to construct MSE walls. The contract unit price for *MSE Retaining Wall at Milepost No. 7* will also be full compensation for reinforcement connected to and aggregate behind end bent caps in the reinforced zone, if required.

No separate payment will be made for temporary shoring for wall construction. Temporary shoring for wall construction will be incidental to the contract unit price for *MSE Retaining Wall*.

The contract unit price for *MSE Retaining Wall* does not include the cost for ditches, fences, handrails, barrier or guardrail associated with MSE walls as these items will be paid for elsewhere in the contract.

Where it is necessary to provide backfill material behind the reinforced zone 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 of the *Standard Specifications*. Placing and compacting such backfill material is not considered extra work but is incidental to the work being performed.

Payment will be made under:

Pay Item
MSE Retaining Wall

Pay Unit
Square Foot



TENSIONED SPOT ROCK BOLT – 75 KIPS**(SPECIAL)****1.0 DESCRIPTION**

This work consists of furnishing, drilling, installing and testing grouted rock bolts and accessories at the locations and in the patterns shown on the plans or as directed by the Engineer. On this project, it may be necessary to install rock bolts at any location on the rock face.

2.0 MATERIALS

Provide Type 3 Manufacturer's Certifications in accordance with Article 106-3 of the *Standard Specifications* for all rock bolt materials. Store steel materials on blocking a minimum of 12" (300 mm) 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 steel materials such that they are kept clean and free of damage. Damaged or bent materials will be rejected.

Galvanize all accessories including plates, washers, wedges, clips, clamps, wires, rings and all incidentals necessary for installation, to the requirements of ASTM A-153-80.

Rock Bolt Bars.

Rock bolt bars shall be straight shaft, deformed, solid, continuous thread bar, new, and undamaged. Rock bolt bars shall be ASTM A722 Grade 150 steel and shall have a minimum diameter of 1.0 inch.

Anchorage Assembly, Couplers, Covers and Centralizers.

The anchorage, couplers and bearing plate shall be capable of developing a minimum of 100 percent of the guaranteed minimum ultimate tensile strength of the steel rock bolt bar.

Surface Bearing Plates.

Surface bearing plates shall be fabricated from Grade 50 steel and shall have a minimum size of 7 X 7 X 1.0 in (177.8 X 177.8 X 38.1 mm).

Beveled Washers, Flat Washers and Wedges.

Beveled washers, hardened flat washers, and wedges for the anchorage shall be designed to preclude premature failure of the pre-stressing steel due to notch or pinching effects.

Heavy 2H Spherical Hex Nuts.

Heavy 2H spherical hex nuts shall be constructed for threaded engagement with the outer end of the rock bolt bar. The nut should be heavy duty type with round head, conforming to ASTM A-325.

Centralizer.

Fabricate centralizers from schedule 40 polyvinyl chloride (PVC) plastic pipe or tube, steel or other material not detrimental to steel bars (no wood). Size centralizers to position the bar within 1/2 inch (12.5 mm) of the drill hole center and allow a tremie to be inserted to the bottom of the hole. Use centralizers that do not interfere with grout placement or flow around bars.

Coupler Protection.

The coupler and any exposed bar section next to it shall be covered with a corrosion proof compound or wax impregnated cloth tape. The coupler area shall be covered by a smooth plastic tube complying with the requirements set forth in section addressing sheathing, overlapping the adjacent sheathed bar by at least 1 in (25 mm). The two joints shall be sealed each by a coated heat shrink sleeve of at least 6 in (150 mm) length, or approved equal. The corrosion proof compound shall completely fill the space inside the cover tube.

Cement Grout.

Cement grout according to contract Special Provisions.

Sheathing.

Sheathing used over the rock bolt bar in the unbonded (free stressing) zone shall be made of material with the following properties: resistant to chemical attack from aggressive environments, grout or corrosion inhibiting compounds; resistant to aging by ultra-violet light; non-detrimental to the rock bolt bar and capable of withstanding abrasion, impact and bending during handling and installation. The minimum wall thickness for the sheathing shall be 0.060 in (1.5 mm) for polyethylene or polypropylene, 0.040 in (1.0 mm) for PVC tubing and 0.20 in (5.0 mm) for steel tubing or pipe. The sheathing shall permit the unobstructed elongation of the unbonded length during stressing.

3.0 CONSTRUCTION METHOD**Contractor Qualifications.**

The work defined in this section is specialty construction requiring a Contractor who is highly knowledgeable and experienced in the installation of rock bolts. The Contractor performing the work in this section shall submit proof of five projects within five years on which the Contractor has successfully installed rock bolts of similar types and

capacities required for this project. A brief description of each project with the owner's name and current phone number shall be included.

Design Load, Tolerance and Construction Criteria.**Design Load.**

The design load for the **TENSIONED ROCK BOLTS** is **75 kips**.

The minimum hole diameter and minimum rock socket will be as shown on plans or as directed by the Engineer. A minimum of 1.0 in (25.4 mm) of grout cover is required around the rock bolt bar within the bonded zone.

The unbonded length shall be as directed by the Engineer or as shown on the plans.

Centralizers will be located as shown on the plan sheet or as directed by the Engineer.

Drilling.

Rotary percussion equipment shall be used to drill the holes. The minimum drill hole diameter is shown on the plan sheets. The drill hole must extend 3 in (75 mm) below the design depth of the rock bolt bar. Care shall be taken to insure an accurate and straight hole. Drilled holes shall be cleaned of all drill cuttings, sludge and debris before the rock bolt bar is inserted into the hole.

Installation.

As a minimum, the bottom of the rock bolt bar shall be positioned 3 in (75 mm) above the bottom of the drilled hole.

The threaded outer end of the rock bolt bar shall extend the minimum length beyond the anchorage that will be capable of accepting the proof test and lift off equipment. The anchorage nut shall be tightened using an approved post tensioning hydraulic jack, which permits tightening of the nut during tensioning.

All equipment used for placing shall be such that it will not damage the rock bolt or its accessories.

Chipping out the rock may be required to provide a level surface for the bearing plate. Facing bits may also be used for this purpose. This is to provide a reasonably even bearing surface, the bearing face does not need to be perpendicular to the bolt orientation.

No couplers will be allowed in the bonded zone.

Grouting.

Remove oil, rust inhibitors, residual drilling fluids and similar foreign materials from holding tanks/hoppers, stirring devices, pumps, lines, grout tubes and all other equipment

in contact with grout before use. All surplus water and diluted grout shall be flushed or blown from all lines before commencing injections. The grout line shall be attached to the grout injection tube with suitable fittings such that leakage is entirely prevented.

Grouting of the annular space around the rock bolt shall be accomplished by pressure grouting with a grout pump, capable of providing a minimum of 90 psi (620 kPa) capacity at the grouting location. Mixers and pumps shall have adequate capacity and hoses shall be sized to allow continuous grouting of an individual bolt within one hour or less.

The grout shall be injected at a pressure, which is sufficient to overcome hydrostatic head. Dewatering or pre-grouting may be required for proper grouting of the rock bolt in groundwater or poor rock conditions. Fill drill holes progressively from the bottom to top and withdraw grout tube at a slow even rate as the hole is filled to prevent voids in the grout. Extend grout tube into grout a minimum of 5 ft (1.5 m) at all times except when grout is initially placed in a drill hole.

Provide grout free of segregation, intrusions, contamination, structural damage or inadequate consolidation (honeycombing). Cold joints in grout are not allowed in bonded zone.

Proof Tests, Acceptance Criteria and Lock Off Procedures.

Each production rock bolt shall be proof tested in accordance with the requirements of this specification. Testing of the rock bolts shall not be performed until the rock bolt grout has attained at least 100 percent of the minimum required compressive strength. Rock bolts which do not meet the proof test criteria contained herein shall be rejected and a replacement rock bolt shall be installed.

The testing equipment shall be capable of stressing the rock bolt to the maximum specified test load within the rated capacity. The pump shall be capable of applying each load increment in less than 60 seconds. The equipment shall permit the rock bolt to be stressed in increments so that the load can be raised or lowered in accordance with the test specifications. Stressing equipment shall have been calibrated within an accuracy of $\pm 2\%$ within 60 days prior to use. The calibration certificate and graph shall be available on site at all times. The calibration shall be traceable to the National Institute of Standards and Technology (NIST). The production gauge shall have graduations not larger than 100 psi (690 kPa). One certified dial gauge, traceable to the National Institute of Standards and Technology (NIST), shall be used which permit the measurement of total movement at every load increment to be read to the nearest 0.001 in (0.025 mm). The dial gauge shall have sufficient travel to record the total rock bolt movement at the maximum test load without the need to reset at an interim point.

Testing Equipment Setup

Prior to setting the dial gauge, the alignment load shall be accurately placed on the rock bolt. The alignment load (AL) shall be determined by the Engineer as a percent of the

design load. The dial gauge shall bear on the pulling head of the jack and the stems shall be in alignment with the rock bolt direction. The dial gauge shall be supported on an independent fixed frame, such as a tripod, which will not move as a result of stressing or other construction activities during the test.

Testing Schedule.

Proof tests shall be performed by incrementally loading the rock bolt to 125 percent of the design test load (DTL). The rock bolt movement at each load shall be measured and recorded by the Installer and/or the Inspector. At load increments other than the maximum test load, the load shall be held long enough to obtain a stable reading. Incremental loading for proof tests shall be in accordance with the following schedule:

AL
0.25 DTL
0.50 DTL
0.75 DTL
1.00 DTL
1.25 DTL
AL

Lock-off

All load increments shall be maintained within 5 percent of the intended load. Depending on performance, either 10 minute or 60 minute creep tests shall be performed at the maximum test load (1.25 DTL). The creep period shall start as soon as the maximum test load is applied and rock bolt movement shall be measured and recorded at 1, 2, 3, 4, 5, 6, and 10 minutes. Where the rock bolt movement between 1 and 10 minutes exceeds 0.040 in (1.00 mm), the maximum test load shall be maintained an additional 50 minutes and movements shall be recorded at 20, 30, 40, 50, and 60 minutes. Total creep movement must not exceed 0.080 in (2.0 mm) between the 6 and 60 minute readings.

Proof Test Acceptance Criteria.

Proof tests shall be considered acceptable when all of the following criteria is met.

A total creep movement of less than 0.04 in (1.00 mm) is observed between the 1 and 10 minute readings or a total creep movement of less than 0.08 in (2.00 mm) is observed between the 6 and 60 minute readings.

The creep rate is constant or decreasing throughout the creep test load hold period.

The total movement at the maximum test load exceeds 80 percent of the theoretical elastic elongation of the rock bolt unbonded length.

A pullout failure does not occur at the maximum test load. Pullout failure is defined as the load at which attempts to increase the test load simply result in continued pullout

movement of the rock bolt. The pullout failure load shall be recorded as part of the test data.

Lock Off Procedures.

After completion and acceptance of the proof test, the rock bolt shall be locked off at the design load or at a load as directed by the Engineer.

Corrosion Protection.

All accessible rock bolt bars, plates, washers, wedges and nuts, shall be protected against corrosion in accordance with ASTM A780, Standard Practice for Repair of Damaged Hot-Dipped Galvanized Coatings, Annex A2. This includes a minimum of 12 inches (300 mm) behind the rock face. Thoroughly clean areas to produce a clean, bare and dry bright metal surface with a roughened profile. For bolts use a thorough wire brushing and SP1 cleaning as a minimum. Apply an approved organic zinc-rich repair painting containing 92 percent (min.) zinc by weight in the dry film, according to the manufacturer's recommendations, in two to four coats. Paints shall be approved and may be a liquid and brushed on or an aerosol and sprayed, whichever is appropriate to achieve and aesthetic finish as long as cure is achieved.

Submittals.

The Contactor shall submit the rock bolt bonded length for approval by the Engineer. The bonded length shall be sufficient to provide a capacity of 2.0 times the specified design load. Provide Type 3 Manufacturer's Certifications in accordance with Article 106-3 of the *Standard Specifications* for rock bolt materials. Store steel materials on blocking a minimum of 12" (300 mm) 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 such that they are kept clean and free of damage. Damaged or bent materials will be rejected.

Construction Records

Provide 2 original hard copies to the Inspector of rock bolt installation records including the following within 24 hours of completing each bolt.

1. Project description, county, NCDOT contract, TIP and WBS element number
2. Rock bolt locations, diameters, lengths and inclinations, bar types, sizes and grades, corrosion protection and temporary casing information.
3. Date and time rock bolts are placed, grout mixed and/or arrives on-site and grout placement begins and ends
4. Ground and surface water conditions and elevations, if applicable
5. Weather conditions including air temperature at time of grout placement
6. All other pertinent details related to rock bolt placement

4.0 METHOD OF MEASUREMENT

Rock bolts shall be measured by the linear foot to the nearest foot for the length of rock bolt bar installed. Only the embedded length of the installed rock bolt is measured for payment.

5.0 BASIS OF PAYMENT

The accepted quantity of rock bolts shall be paid for at the contract price per linear foot complete in place and passing the required proof test.

The unit price shall include all items for the anchor assembly, couplers, bearing plate, washers, wedges, hex nut, grout, drilling of the hole, installation, preparation of a bearing surface by chipping out the rock or using a facing bit, corrosion protection, and any other accessories or equipment required to install and test the rock bolts.

Drill holes which are found to be unsuitable for use due to undesirable conditions will be paid for at 10 percent of the contract price per linear foot of the rock bolts.

The quantities in the contract are approximate only. There will be no adjustment in the contract price for differences between the estimated and the actual quantities.

Such price and payment will be full compensation for furnishing all labor, materials, equipment, and supervision necessary for the actual installation of the rock bolts and the performance of pull out tests as specified by the Engineer.

Payment will be made under:

Tensioned Spot Rock Bolt.....Linear Feet



DocuSigned by:

Shane C. Clark

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10/24/2014

ROCK BLASTING:**(SPECIAL)****Description**

Blast rock to excavate, break up or remove rock and construct stable rock cuts using production, controlled and trench blasting. Use production blasting to fracture rock into manageable sizes for excavation. Use controlled blasting to form cut slopes in rock by limiting the effects of blasting with pre-splitting, cushion or trim blasting. Use trench blasting to create trenches in rock for utilities and pipes and construct open ditches. Provide blasting submittals, use blasting consultants, conduct pre-blast surveys and test blasts, design and monitor blasts, blast and pre-split rock and produce post-blast reports in accordance with the contract, accepted submittals and Section 220 of the *Standard Specifications*.

Project Requirements

Pre-splitting is required for rock cuts from Station 331+00 to Station 341+50.

Blast from Station 331+00 to Station 341+50 so flyrock does not occur.

Construction Methods**(A) Blasting Submittals**

Submit 2 copies and a PDF copy of blasting plans and post-blast reports and if required, a personnel and experience submittal and pre-blast surveys. Submit one copy to the Resident Engineer and the other copy and PDF copy to the appropriate Geotechnical Engineering Unit regional office.

(1) Personnel and Experience Submittal

Submit the proposed personnel and experience submittal for acceptance at least 30 days before submitting the general blasting plan. The Engineer may waive this submittal if blasting consultants are not required and the Blaster-in-Charge was previously accepted within the last 3 years for another NCDOT project with blasting similar to that anticipated for this project. Do not submit the general blasting plan until the personnel and experience submittal is waived or a submittal is accepted.

Submit documentation that the proposed Blaster-in-Charge is approved as a Blaster-in-Charge (key person) for the Blasting Contractor and has at least 5 years of experience with subsurface conditions and blasting of a scope and complexity similar to that anticipated for this project. Documentation should include resumes, references, letters, certifications, project lists, experience descriptions and details, etc. If the Blaster-in-Charge changes, discontinue explosives use until a new Blaster-in-Charge is accepted.

(B) Blast Designs

Design blasts in accordance with the Project Requirements Section of this provision, if applicable, Subarticle 220-3(A) of the *Standard Specifications* and the following unless otherwise approved:

(1) Production Blasting

(a) Provide at least 6 ft clearance between production blast holes and slope

faces.

- (b) Drill production blast holes with a maximum diameter of 6".
- (c) Do not drill production blast holes below bottom of adjacent controlled blast holes.
- (d) Use delay blasting to detonate production blast holes towards a free face.

(2) Controlled Blasting

Use controlled blasting for slopes steeper than 2:1 (H:V) with rock cuts taller than 15 ft.

(a) Pre-Splitting

- (i) Drill pre-split blast holes with a diameter of 2" to 3".
- (ii) Space pre-split blast holes at least 10 pre-split hole diameters apart.
- (iii) Limit subdrilling to the offset width between lifts.
- (iv) Do not subdrill below finished grade.
- (v) Pre-split rock at least 30 ft beyond blasting limits or to the end of cuts.
- (vi) Provide benches or lifts with a maximum height of 25 ft.
- (vii) Do not use ANFO or other bulk loaded products.
- (viii) Use cartridge explosives or other explosive types designed for pre-splitting.
- (ix) Use charges with a maximum diameter of one-half the pre-split hole diameter except for charges in bottom 2 ft of holes.
- (x) If pre-split and production blast holes are fired in the same blast, fire pre-split holes at least 25 ms before production holes.

(b) Cushion or Trim Blasting

- (i) Drill cushion or trim blast holes with a maximum diameter of 6".
- (ii) Limit subdrilling to that necessary for excavation of slopes.
- (iii) Do not subdrill below finished grade.
- (iv) Provide benches or lifts with a maximum height of 25 ft.
- (v) Do not use ANFO or other bulk loaded products.
- (vi) Design cushion or trim blasting with a maximum charge density and burden of one-half the charge density and burden for production blasting.
- (vii) If cushion, trim and production blast holes are fired in the same blast, fire cushion or trim holes at least 25 ms after production holes.

(3) Trench Blasting

- (a) Drill trench blast holes with a maximum diameter of 3".
- (b) Do not use ANFO or other bulk loaded products.
- (c) Use cartridge explosives or other explosive types designed for trench blasting.
- (d) Use charges with a diameter of 1/2" to 3/4" less than the trench hole diameter.

(C) Test Blasts

Define a "test blast" as drilling, blasting and excavating a test section before starting or resuming blasting. If test blasts are required, conduct at least one test blast for each blast type (production, controlled or trench blasting) and location requiring test blasts.

If blasting results in injuries or damages to any utility or structure in any direction from blast the Engineer may suspend blasting and require test blasts before resuming blasting. When this occurs, inform the Engineer of test blast locations before submitting blasting plans.

Submit a site specific blasting plan for each test blast at least 72 hours before beginning drilling. Conduct test blasts in accordance with the accepted submittals and Article 220-3 of the *Standard Specifications*. Production, controlled or trench blasting may not begin or resume until the post-blast report for a test blast is reviewed, the rock cut from a test blast is fully exposed and the Engineer determines the exposed cut is acceptable. Examples of test blast results that may be unacceptable include excessive vibration, air overpressure or flyrock, overbreakage or overhangs and damaged rock cuts.

(D) Pre-Splitting Requirements

If pre-splitting is required, pre-split rock in accordance with the accepted submittals and Subarticle 220-3(D) of the *Standard Specifications*. Pre-split rock so that irregularities in pre-split rock cuts between holes are less than 1 ft from slope planes.

Alignment is crucial for pre-split blast holes. Maintain pre-split hole alignment within 6" of slope planes and parallel to adjacent pre-split blast holes. Monitor and accurately measure pre-split hole alignment during drilling with a method acceptable to the Engineer.

When rock cut heights require multiple benches or lifts, offset pre-split blast holes horizontally for each lift no more than the clearance necessary for drilling equipment.

Measurement and Payment

No direct payment will be made for blasting including blasting submittals, blasting consultants, pre-blast surveys, test blasts, blast monitoring, post-blast reports, scaling and stabilizing rock cuts. Blasting will be considered incidental to other items in the contract in accordance with Article 220-4 of the *Standard Specifications*.

Pre-splitting of Rock will be measured and paid in square yards. Pre-splitting will be measured along the slope faces of pre-split rock cuts as the square yards of exposed pre-split rock. No payment will be made for unsatisfactory pre-splitting as determined by the Engineer.

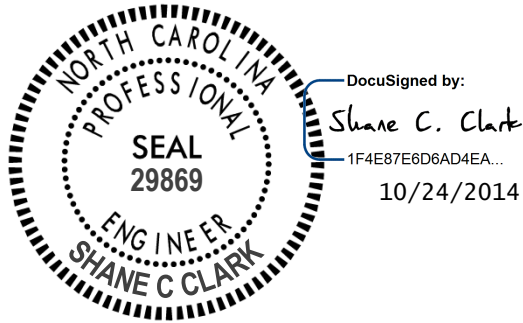
No additional payment will be made and no extension of completion date or time will be allowed

when the Engineer suspends blasting and requires test blasts or additional blast monitoring or blasting submittals.

Payment will be made under:

Pay Item
Pre-splitting of Rock

Pay Unit
Square Yard



RECLAIMING & STAGING WIRE MESH & NET:

(SPECIAL)

Description

Remove, roll, and stage for reuse type 1 wire net and type 2 wire mesh from the existing slope. The existing material is to be rolled onto 2” SCH40 PVC pipes cut to the width of each panel. Each panel is to be rolled individually, the rolls stacked on pallets, and banded together to palletize.

Project Requirements

Mesh and net shall be handled and staged in such a way that 1,000 square yards of each type will be made easily available for later installation. This will leave, in surplus, approximately 3,000 square yards of Type 1 wire net and 1,000 square yards of Type 2 wire mesh. These palletized surplus materials are to be staged and transferred to the “Cotton Patch” which is approximately 1 mile west of Cold Springs Creek Road, or other nearby location specified by NCDOT.

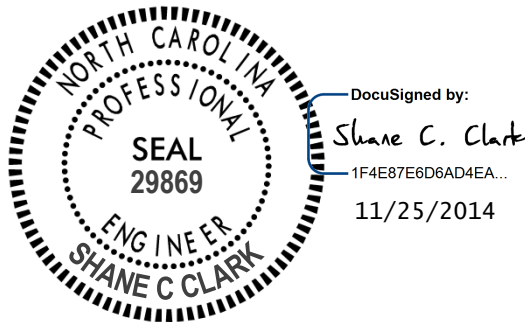
Measurement and Payment

Lump sum payment will be full compensation for Reclaiming Type 1 Wire Net and Reclaiming Type 2 Wire Mesh including removal from slope, labor, tools, equipment, palletizing, and hauling to a location specified by NCDOT.

No additional payment or compensation will be made for reclaiming and staging wire mesh and nets.

Reclaiming & Staging Wire Mesh & Net

Lump Sum



ROCK SLOPE MATERIALS:**(8-20-13)****Description**

This provision addresses rock anchors and bolts, wire mesh and nets and rockfall barriers to be used for rock slope stabilization and drapes, rockfall protection and other applications in accordance with the contract. Provide rock slope materials as shown in the plans and as directed.

Materials

Refer to Division 10 of the *Standard Specifications*.

Item	Section
Neat Cement Grout, Nonshrink	1003
Portland Cement Concrete, Class AA	1000
Steel Plates	1072-2

Provide Type 3 material certifications for rock slope materials in accordance with Article 106-3 of the *Standard Specifications*. Store 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 rock slope materials so materials are kept clean and free of damage. Bent, damaged or defective materials will be rejected.

(A) Rock Anchors and Bolts

Provide rock anchors and bolts consisting of grouted steel bars, anchor plates, nuts and if applicable, bearing plates and washers. Use deformed steel bars that meet AASHTO M 275 or M 31, Grade 75 and splice bars in accordance with Article 1070-9 of the *Standard Specifications* unless required otherwise in the contract. Use steel plates for anchor and bearing plates and steel washers and hex nuts recommended by the Anchor Manufacturer. Galvanize bars, plates, nuts and washers in accordance with Section 1076 of the *Standard Specifications*. Use sheaths for unbonded lengths of rock bolts that meet Article 6.3.4 of the *AASHTO LRFD Bridge Construction 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.

(B) Wire Mesh and Nets

At the Contractor's option, use galvanized steel plates recommended by the Wire Mesh/Net Manufacturer instead of anchor plates required above to anchor wire mesh or nets to excavation or slope faces.

Provide support ropes to suspend wire mesh or nets from rock anchors. At the Contractor's option and when noted in the plans, suspend wire mesh or nets from grouted cable anchors instead of rock anchors and connect cable anchors to support ropes with shackles.

Provide any wire mesh and net components or hardware not addressed in this provision in accordance with the Wire Mesh/Net Manufacturer's recommendations. Galvanize steel components not addressed in this provision in accordance with Section 1076 of the

Standard Specifications.

(1) Hardware

Use shackles that meet Federal Specification RR-C-271, Type IVA or IVB, Grade B, Class 2 or 3 with a zinc-coated finish. Use thimbles that meet Federal Specification FF-T-276, Type III and clamps, i.e., U-bolt wire rope clips that meet Federal Specification FF-C-450, Type I, Class 1. Provide shackles, thimbles and clamps of a size recommended by the Wire Mesh/Net Manufacturer.

(2) Steel Wire and Wire Ropes

For double-twisted hexagonal mesh wire, use carbon steel wires that meet ASTM A641, Class 3 or A Coating or better, Soft Temper with a tensile strength of at least 60,000 psi. If PVC coated double-twisted hexagonal mesh wire is required, provide PVC coating (gray color) that meets ASTM A975. For high-strength wire, use cold-drawn nonalloy or hard-drawn carbon steel wires that meet either of the following:

- (a) ASTM A764, Tensile Class I or II with Class 3 or A Coating or better that meets ASTM A856 or
- (b) European Standard EN 10264-2, Grade 1370 or better, Class A or B Coating.

Use galvanized stranded carbon steel wire ropes with a steel core (SC) that meet ASTM A1023 for wire ropes. Use wire ropes with an independent wire rope core (IWRC), 6D19 construction, at least 1/2" diameter and minimum breaking force recommended by the Wire Mesh/Net Manufacturer for boundary and support ropes and cable anchors. Use wire ropes with 7D7 or 7D19 construction, at least 5/16" diameter and minimum breaking force recommended by the Wire Mesh/Net Manufacturer for lacing cables, seam and perimeter ropes and wire nets.

(3) Wire Mesh

Provide high-strength mesh or double-twisted hexagonal mesh with wire ropes woven into mesh, if necessary, for wire mesh. Use double-twisted hexagonal mesh that meets ASTM A975 and high-strength wires for high-strength mesh. Use boundary or perimeter ropes at ends of wires or fasten ends of wires together to prevent wire mesh from unraveling. Provide wire mesh types that are on the NCDOT Approved Products List and in accordance with the contract. Use wire mesh with properties that meet the following:

WIRE MESH REQUIREMENTS			
Property	Requirement		
	Type 1	Type 2	Type 3
Minimum Mesh Tensile Strength in Longitudinal Direction ^A	3,500 lb/ft	8,900 lb/ft	8,900 lb/ft
Minimum Mesh Tensile Strength in Transverse Direction ^B	1,400 lb/ft	3,400 lb/ft	6,200 lb/ft
Maximum Mesh Opening Width	4"		

Minimum Double-Twisted Hexagonal Mesh Wire Diameter	ASTM A975, Table 1 (8 by 10 mesh type)		
Double-Twisted Hexagonal Mesh Wire PVC Coating Thickness	None	ASTM A975, Table 1 (8 by 10 mesh type)	
Minimum High-Strength Wire Diameter	0.079" (2 mm)	0.118" (3 mm)	0.157" (4 mm)

- A. Direction of largest mesh opening
- B. Direction perpendicular to longitudinal direction

Provide lacing cables, seam ropes, hog rings or connection clips to lace, seam or connect wire mesh sections together. Use fasteners, i.e., hog rings that meet ASTM A975 and connection clips consisting of high-strength wires with a wire diameter of at least 0.118" (3 mm). Weave lacing cables or seam ropes or install hog rings or connection clips in accordance with the plans and Wire Mesh Manufacturer’s instructions.

(4) Wire Nets

Provide cable, rope or ring nets for wire nets. Provide cable and rope nets with secure intersections that do not separate when nets are loaded. Use wire ropes with 7D7 or 7D19 construction or better or high-strength wires with 1D3 construction or better for cable and rope nets. Use boundary or perimeter ropes at ends of wire ropes or fasten ends of ropes together to prevent ropes and nets from unraveling.

Provide ring nets with interlocking rings that pass through all adjoining rings to link rings together. Use rings consisting of coils of high-strength wires with at least 2 clips or sleeves spaced equally around each ring to hold coils together. Provide wire net types that are on the NCDOT Approved Products List and in accordance with the contract. Use wire nets with properties that meet the following:

WIRE NET REQUIREMENTS			
Property	Requirement		
	Type 1	Type 2	Type 3
<i>Wire Net Type</i>	<i>Cable/Rope Net</i>	<i>Cable/Rope/Ring Net</i>	<i>Ring Net</i>
Minimum Net Tensile Strength in Longitudinal Direction ^{A,C}	12,300 lb/ft	9,400 lb/ft	15,900 lb/ft
Minimum Net Tensile Strength in Transverse Direction ^{B,C}	6,800 lb/ft	9,400 lb/ft	15,900 lb/ft
Maximum Net Opening Diameter	12"	14"	
Minimum Wire Rope Diameter	5/16" (8 mm)		–
Minimum Number of Coils per Ring	–	7	10
Minimum High-Strength Wire Diameter	0.157" (4 mm)	0.118" (3 mm)	

- A. Direction of largest net opening for cable and rope nets
- B. Direction perpendicular to longitudinal direction
- C. Based on minimum breaking load for 3 ring chain in kilonewtons (kN) D number of rings per meter (m) in each direction for ring nets

Provide lacing cables, seam ropes or shackles to lace, seam or connect wire net sections together except shackles are required for nets anchored to excavation or slope faces. Weave lacing cables or seam ropes or install shackles in accordance with the plans and Wire Net Manufacturer's instructions.

When shown in the plans, completely cover underside of wire nets with Type 1 wire mesh or chain-link mesh so mesh is between nets and excavation or slope faces. Use chain-link mesh with a mesh size of 2" that meets AASHTO M 181, Type I Fabric, Class C or D Coating. Align longitudinal direction of wire mesh with longitudinal direction of cable or rope nets. Attach wire or chain-link mesh to wire nets in accordance with the plans and Wire Net Manufacturer's instructions. Use fasteners, i.e., hog rings that meet ASTM A975 to attach wire or chain-link mesh to wire nets.

(C) Rockfall Barriers

Use hardware, steel wire and wire ropes that meet Sections (1) and (2) of this provision for rockfall barriers. If the diameter of wire mesh or net openings in barriers exceeds 4", completely cover mesh or nets with Type 1 wire mesh or chain-link mesh in accordance with Section (4) of this provision. Provide any rockfall barrier components or hardware not addressed in this provision in accordance with the Rockfall Barrier Manufacturer's recommendations. Galvanize steel components not addressed in this provision in accordance with Section 1076 of the *Standard Specifications*.

Use nonshrink neat cement grout for anchors and Class AA concrete for foundations for rockfall barriers. The Engineer will determine subsurface conditions at barrier locations for foundation and anchor designs that depend on subsurface material types.

Rockfall barrier systems are classified based on the maximum energy level (MEL) in kilojoules (kJ) of the rock the system is designed to stop. Use rockfall barrier systems designed for the height and MEL required in the contract. For MEL of 500 kJ or less, do not use systems with ropes or cables that anchor behind and upslope of rockfall barriers. For MEL of 500 kJ or more, provide rockfall barrier systems certified for the required MEL in accordance with the European Technical Approval Guidelines "Falling Rock Protection Kits" (ETAG 027).

For each rockfall barrier system, submit working drawings and a product manual for acceptance in accordance with Article 105-2 of the *Standard Specifications*. Submit working drawings showing plan views, barrier profiles, system components and details of anchors and foundations. Submit a product manual with installation instructions, component descriptions and specifications, QA/QC information and certifications. Provide rockfall barrier system submittals sealed by an engineer licensed in the state of North Carolina.



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Scott A. Hidden
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10/28/2014

UNTENSIONED ROCK ANCHORS AND WIRE MESH**(SPECIAL)****1.0 DESCRIPTION**

Install untensioned rock anchors and wire mesh drape in accordance with details shown on the plans, at locations determined by and as directed by the Engineer. The wire mesh drape is anchored to the slope with untensioned rock anchors and wire rope five (5) feet behind the crest of the slope and is draped down the face so as to restrain and limit rockfall. The wire mesh is attached to the anchors using manufacturer approved methods or as directed by the Engineer.

2.0 MATERIALS

See Rock Sope Materials Special Provision, unless otherwise stated, Galvanize all bars and accessories including plates, clips, clamps, wires, rings and all incidentals necessary for installation, to the requirements of ASTM A-153-80.

3.0 CONSTRUCTION METHOD**Contractor Qualifications**

Use a rock bolt installation contractor prequalified by the NCDOT Contractual Services Unit for rock slope stabilization work (work code 075). Submit documentation that the rock bolt installation contractor has successfully completed at least 5 rock bolt projects within the last 3 years similar to this project. Submit documentation that the Superintendent and Project Manager each have a minimum of 5 years experience in rock bolt installation with past projects of scope and complexity similar to that anticipated for this project. Documentation should include resumes, references, certifications, project lists, experience descriptions and details, etc. Perform work with the personnel submitted and accepted. If personnel changes are required during construction, suspend work until replacement personnel are submitted and accepted.

Drilling

Rotary percussion equipment shall be used to drill the holes. The minimum drill hole diameter is shown on the plan sheets. The drill hole must extend 6 in (150 mm) below the design depth of the rock anchor bar. Care shall be taken to insure an accurate and straight hole. Drilled holes shall be cleaned of all drill cuttings, sludge and debris before the rock anchor bar is inserted into the hole.

Installation of Rock Anchor

As a minimum, the bottom of the rock anchor bar shall be positioned 6 in (150 mm) above the bottom of the drilled hole. A minimum of 0.5 inches (12.7 mm) of grout cover

is required around the rock anchor bar. Centralizers will be located on 4 foot centers and as shown on the plan sheet or as directed by the Engineer. The threaded outer end of the rock anchor bar shall extend the minimum length beyond the anchorage that will be capable of accepting the proof test equipment. All equipment used for placing shall be such that it will not damage the rock anchor or its accessories.

Grouting

Remove oil, rust inhibitors, residual drilling fluids and similar foreign materials from holding tanks/hoppers, stirring devices, pumps, lines, grout tubes and all other equipment in contact with grout before use. All surplus water and diluted grout shall be flushed or blown from all lines before commencing injections. The grout line shall be attached to the grout injection tube with suitable fittings such that leakage is entirely prevented.

Grouting of the annular space around the rock anchor shall be accomplished by pressure grouting with a grout pump, capable of providing a minimum of 90 psi (620 kPa) capacity at the grouting location. Mixers and pumps shall have adequate capacity and hoses shall be sized to allow continuous grouting of an individual anchors within one hour or less.

The grout shall be injected at a pressure, which is sufficient to overcome hydrostatic head. Dewatering or pre-grouting may be required for proper grouting of the rock anchor in groundwater or poor rock conditions. Fill drill holes progressively from the bottom to top and withdraw grout tube at a slow even rate as the hole is filled to prevent voids in the grout. Extend grout tube into grout a minimum of 5 ft (1.5 m) at all times except when grout is initially placed in a drill hole.

Provide grout free of segregation, intrusions, contamination, structural damage or inadequate consolidation (honeycombing). Cold joints in grout are not allowed in bonded zone.

Installation of Wire Mesh Drape

Attach the top of the wire mesh to the anchors and secure with anchor plate. Place the approved anchor plate on the anchor such that the wire mesh is positioned between the slope face and the steel plate. Torque nut to 130 ft-lbs. Raise or lower the adjacent roll such that the wire mesh is draped straight down the slope as the detail shown on the plans and that there is a minimum overlap per manufacturer's recommendations. Lateral boundaries of mesh will also be threaded with wire rope. The wire mesh overlap is connected with locking clips on as prescribed by the manufacturer.

Corrosion Protection

All accessible rock anchor bars, plates, washers, wedges and nuts, shall be protected against corrosion in accordance with ASTM A780, Standard Practice for Repair of Damaged Hot-Dipped Galvanized Coatings, Annex A2. This includes a minimum of 12

inches (300 mm) behind the rock face. Thoroughly clean areas to produce a clean, bare and dry bright metal surface with a roughened profile. For anchors use a thorough wire brushing and SP1 cleaning as a minimum. Apply an approved organic zinc-rich repair painting containing 92 percent (min.) zinc by weight in the dry film, according to the manufacturer's recommendations, in two to four coats. Paints shall be approved, be a liquid, and brushed on to achieve an aesthetic finish as long as cure is achieved.

Construction Records

Provide 2 original hard copies to the Inspector of rock anchors installation records including the following within 24 hours of completing each anchor.

1. Project description, county, NCDOT contract, TIP and WBS element number
2. Rock anchor locations, diameters, lengths and inclinations, bar types, sizes and grades, corrosion protection and temporary casing information.
3. Date and time rock anchors are placed, grout mixed and/or arrives on-site and grout placement begins and ends
4. Ground and surface water conditions and elevations, if applicable
5. Weather conditions including air temperature at time of grout placement
6. All other pertinent details related to rock anchor placement
7. Depth to rock (if not at surface)

4.0 METHOD OF MEASUREMENT

The quantity of wire mesh drape to be paid for will be the number of square yards, measured along the surface or hanging, over which mesh has been accepted and completed in place.

The quantity of untensioned rock anchors to be paid for will be the actual number of linear feet installed in the completed work. The anchor is measured from the lower end of the threaded bar to the surface of the rock.

5.0 BASIS OF PAYMENT

The quantity of wire mesh, measured as provided for above, will be paid for at the contract unit price per square yard for "Wire Mesh Drape". Such price and payment will be full compensation for all work covered by this provision, including but not limited to furnishing all wire mesh, ties, locking clips, clamps, rings, wire, cable; placing and

securing the wire mesh, and for all incidentals necessary to complete the work satisfactorily.

The quantity of rock anchors, measured as provided for above, will be paid for at the contract unit price per linear foot for "Untensioned Rock Anchors". Such price and payment will be full compensation for furnishing all labor, materials, equipment, and supervision necessary for the actual installation of the rock anchors and the performance of pull out tests as specified by the Engineer.

Payment will be made under:

Type II Wire Mesh	Square Yard
Untensioned Rock Anchors for Wire Mesh.....	Linear Feet



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 Shane C. Clark
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 11/13/2014

250 KJ ROCKFALL BARRIER**(SPECIAL)****1.0 DESCRIPTION**

Design, prepare plans, furnish, and install energy absorbing 250 kJ Rockfall Barrier system at approximate locations listed in these Special Provisions and at exact locations as directed by the Engineer. Work includes all barrier components, structural nets, steel posts, concrete foundations, anchors, and all other materials, labor, tools, equipment, and incidentals to required complete the installation.

STATION	TO	STATION	SIDE
332+50		341+00	RT

2.0 GENERAL

Provide a 250 kJ Rockfall Barrier system with a minimum height of 10 feet and of sufficient structural capacity to absorb impact design loads of 92 foot-tons (250 kJ) of kinetic energy without the passage of particles larger than 2 inches in diameter through the barrier and with little or no maintenance required. Provide a system that is a free standing structure in which all supports and anchors lie within the plane of the barrier, not extending back towards the slopes to preserve access to the catchment area between rock barrier and rock slopes (i.e. no tie-back or upslope anchorage/ropes are allowed).

Provide the manufacturer test report and certificate for that specific system design being provided on the contract demonstrating satisfactory performance in a similar application and capacity. Select a manufacturer engaged in designing and manufacturing rockfall protection systems, having a minimum of five (5) years of documented experience with manufacturing of such systems used in a similar application and capacity. Supply written evidence from manufacturer demonstrating certification of a quality assurance program, as well as proof and validity of seller's liability insurance.

Submit four sets of complete working drawings/shop plans, erection plans and design calculations, sealed by a Registered Professional Engineer, for review and approval prior to beginning 250 kJ Rockfall Barrier system work. Allow 5 calendar days for review and approval from the date they are received by the Engineer until they are returned to the Contractor.

The installation contractor shall provide all necessary materials from the chosen barrier supplier and will obtain from the Supplier technical instruction and guidance in preconstruction activities, including the Preconstruction Conference and on-site technical assistance during construction. The installation contractor shall follow any instructions from the material Supplier closely, unless otherwise directed by the Engineer.

3.0 MATERIALS

See Rock Slope Materials Special Provision

4.0 CONSTRUCTION METHODS

250 kJ Rockfall Barrier Construction Plan

Submit 4 copies and a PDF copy of the 250 kJ Rockfall Barrier construction plan at least 30 days before the preconstruction meeting. Do not begin anchored wall construction until the construction plan submittal is accepted. Provide detailed project specific information in the anchored wall construction plan that includes the following:

1. Overall description and sequence of posts, anchors and mesh construction;
2. For drilled-in piles, installation details including drilling equipment and methods for stabilizing and filling holes and for driven piles, proposed pile driving methods and equipment in accordance with Subarticle 450-3(D)(2) of the *Standard Specifications*;
3. List and sizes of excavation equipment, drill rigs and tools, tremies and grouting equipment;
4. Procedures for excavations including temporary support, drilling and grouting;
5. If required, submit plan and methods for anchor testing with calibration certificates dated within 90 days of the submittal date;
6. Examples of construction records to be used in accordance with Sections 4.0(G) of this provision;
7. Approved packaged grout or grout mix design with acceptable ranges for grout flow and density that meets Section 1003 of the *Standard Specifications*; and
8. Other information shown in the plans or requested by the Engineer.

If alternate construction procedures are proposed or necessary, a revised 250 kJ Rockfall Barrier construction plan submittal may be required. If the work deviates from the accepted submittal without prior approval, the Engineer may suspend the 250 kJ Rockfall Barrier construction until a revised plan is accepted.

Preconstruction Meeting

Before starting the 250 kJ Rockfall Barrier construction, hold a preconstruction meeting to discuss the construction, inspection and testing. Schedule this meeting after all 250 kJ Rockfall Barrier submittals have been accepted. The Resident Engineer, Bridge Construction Engineer, Geotechnical Operations Engineer, Contractor and 250 kJ Rockfall Barrier Contractor Superintendent will attend this preconstruction meeting.

5.0 METHOD OF MEASUREMENT

The quantity of 250 kJ Rockfall Barrier to be paid for will be the actual number of linear feet of fence, measured in place from center of end support column to center of end support column at each fence location, which has been completed and accepted.

6.0 BASIS OF PAYMENT

The quantity of 250 kJ Rockfall Barrier measured as provided for above, will be paid for at the contract unit price per linear foot for "250 kJ Rockfall Barrier."

The above price and payment will be full compensation for all work covered by this provision including but not limited to furnishing and installing all wire rope netting, wire support rope, clips and other hardware, support columns, drilling, concrete, wire rope anchors, cable guide assemblies, spare parts, and any other materials necessary to install a complete system ready to use.

Payment will be made under:

250 kJ Rockfall BarrierLinear Foot



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11/13/2014

TC-1

I-5508
Date: 10-07-2014

Haywood County

WORK ZONE TRAFFIC CONTROL Project Special Provisions

Law Enforcement:

(05/14/2013)

Description

Furnish Law Enforcement Officers and marked Law Enforcement vehicles to direct traffic in accordance with the contract.

Construction Methods

Use uniformed Law Enforcement Officers and marked Law Enforcement vehicles equipped with blue lights mounted on top of the vehicle, and Law Enforcement vehicle emblems to direct or control traffic as required by the plans or by the Engineer.

Measurement and Payment

Law Enforcement will be measured and paid for in the actual number of hours that each Law Enforcement Officer is provided during the life of the project as approved by the Engineer. There will be no direct payment for marked Law Enforcement vehicles as they are considered incidental to the pay item.

Payment will be made under:

Pay Item

Law Enforcement

Pay Unit

Hour

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J. W. Woolard, Jr.

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10/9/2014



TC-2

I-5508

Date: 10-07-2014

Haywood County

WORK ZONE TRAFFIC CONTROL Project Special Provisions

TEMPORARY GLARE SCREEN:

(02/06/2013)

Description

Furnish, installing, maintain, and remove Temporary Glare Screen in accordance with the plans and specifications.

Materials

Provide Temporary Glare Screen which are modular units consisting of vertical blades and a horizontal base rail. Provide blades and base rails manufactured from durable high impact resistant, non-warping, and non-metallic material.

Provide blades that have nominal widths between 6 inches and 9 inches. Provide blades which are minimum of 24 inches high and capable of being locked down at an angle and spacing to provide a continuous cut-off angle of not less than 22 degrees. Provide modular units with a maximum length of 10 feet.

Anchor the modular units to the barrier using either a mechanical or adhesive system with a minimum pullout and shear strength of 3000 lbs. Use galvanized mounting hardware in accordance with Section 1076 of the 2012 Standard Specifications. An acceptable alternate may be used if approved by the Engineer. Do not place Modular units over barrier connector between adjoining barrier sections.

Install yellow or crystal encapsulated lens (high performance) retro-reflective sheeting or microprismatic retro-reflective sheeting on the surface of the leading blade of every section of concrete barrier. Provide sheeting that is a minimum of 2 inches x 12 inches and applied with a pressure sensitive adhesive. Have color of the retro-reflective sheeting match the color of the adjacent pavement marking edgeline. Provide reflective sheeting which meets the requirements of Section 1092 of the 2012 Standard Specifications.

Construction Methods

Section 1105-3 of the 2012 Standard Specifications applies to this special provision.

Maintenance

Maintain Temporary Glare Screen in accordance with Section 1105-4 of the 2012 Standard Specifications.

Method of Measurement

TC-3

I-5508

Date: 10-07-2014

Haywood County

The quantity of Temporary Glare Screen to be paid for will be the number of linear feet of Temporary Glare Screen installed during the life of the project in accordance with the plans and accepted.

Basis of Payment

The quantity of Temporary Glare Screen measured as provided above, will be paid for at the contract unit price per linear foot for "Temporary Glare Screen".

Payment will be made under:

Pay Item

Temporary Glare Screen

Pay Unit

Linear Foot

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10/9/2014

**Project Special Provisions
Erosion Control**

STABILIZATION REQUIREMENTS:

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

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

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

SEEDING AND MULCHING:

(WestEd)

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

Shoulder and Median Areas

August 1 - June 1

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

May 1 - September 1

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

Areas Beyond the Mowing Pattern, Waste and Borrow Areas:

August 1 - June 1

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

May 1 - September 1

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

Approved Tall Fescue Cultivars

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

Approved Kentucky Bluegrass Cultivars:

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

Approved Hard Fescue Cultivars:

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

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

The Crown Vetch Seed should be double inoculated if applied with a hand seeder. Four times the normal rate of inoculant should be used if applied with a hydroseeder. If a fertilizer-seed slurry is used, the required limestone should also be included to prevent fertilizer acidity from killing the inoculant bacteria. Caution should be used to keep the inoculant below 80° F to

prevent harm to the bacteria. The rates and grades of fertilizer and limestone shall be the same as specified for *Seeding and Mulching*.

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

TEMPORARY SEEDING:

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

FERTILIZER TOPDRESSING:

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

SUPPLEMENTAL SEEDING:

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

MOWING:

The minimum mowing height on this project shall be six 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.

COIR FIBER WATTLES WITH POLYACRYLAMIDE (PAM):

Description

Coir Fiber Wattles are tubular products consisting of coir fibers (coconut fibers) encased in coir fiber netting. Coir Fiber Wattles are used on slopes or channels to intercept runoff and act as a velocity break. Coir Fiber 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 coir fiber wattles, matting installation, PAM application, and removing wattles.

Materials

Coir Fiber Wattle shall meet the following specifications:

100% Coir (Coconut) Fibers	
Minimum Diameter	12 in.
Minimum Density	3.5 lb/ft ³ +/- 10%
Net Material	Coir Fiber
Net Openings	2 in. x 2 in.
Net Strength	90 lbs.
Minimum Weight	2.6 lbs./ft. +/- 10%

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

Coir Fiber 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 coir fiber 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 coir fiber 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 coir fiber 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

Coir Fiber 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 *Coir Fiber 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 coir fiber 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
Coir Fiber Wattle	Linear Foot

TEMPORARY ROCK SILT CHECK TYPE A WITH EXCELSIOR MATTING AND POLYACRYLAMIDE (PAM):

Description

Temporary Rock Silt Checks Type A with Excelsior Matting and Polyacrylamide (PAM) are devices utilized in temporary and permanent ditches to reduce runoff velocity and incorporate PAM into the construction runoff to increase settling of sediment particles and reduce turbidity of runoff. Temporary Rock Silt Checks Type A with Excelsior Matting and PAM 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

Temporary Rock Silt Checks Type A, matting installation, PAM application, and removing Temporary Rock Silt Checks Type A with Excelsior Matting and PAM.

Materials

Structural stone shall be class B stone that meets the requirements of Section 1042 of the *Standard Specifications* for Stone for Erosion Control, Class B.

Sediment control stone shall be #5 or #57 stone, which meets the requirements of Section 1005 of the *Standard Specifications* for these stone sizes.

Matting shall meet the requirements of Excelsior Matting in Subarticle 1060-8(B) of the *Standard Specifications*, or shall meet specifications provided elsewhere in this contract.

Polyacrylamide (PAM) shall be applied in powder form and shall be anionic or neutrally charged. Soil samples shall be obtained in areas where the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM will be placed, and from offsite material used to construct the roadway, and analyzed for the appropriate PAM flocculant to be utilized with each Temporary Rock Silt Check Type A. 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

Temporary Rock Silt Checks Type A shall be installed in accordance with Subarticle 1633-3(A) of the *Standard Specifications*, Roadway Standard Drawing No. 1633.01 and the detail provided in the plans.

Installation of matting shall be in accordance with the detail provided in the plans, and anchored by placing Class B stone on top of the matting at the upper and lower ends.

Apply PAM at a rate of 4 ounces over the center portion of the Temporary Rock Silt Checks Type A and matting where the water is going to flow over. PAM applications shall be done during construction activities and after every rainfall event that is equal to or exceeds 0.50 in.

The Contractor shall maintain the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM until the project is accepted or until the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM are removed, and shall remove and dispose of silt accumulations at the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM when so directed in accordance with the requirements of Section 1630 of the *Standard Specifications*.

Measurement and Payment

Temporary Rock Silt Checks Type A will be measured and paid for in accordance with Article 1633-5 of the *Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

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 Temporary Rock Silt Checks Type A. 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

County : Haywood

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	0001000000-E	200	CLEARING & GRUBBING .. ACRE(S)	Lump Sum	L.S.	
0004	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUB- BING	1 ACR		
0005	0022000000-E	225	UNCLASSIFIED EXCAVATION	109,300 CY		
0006	0098000000-E	SP	PRE-SPLITTING OF ROCK	24,500 SY		
0007	0241000000-E	SP	GENERIC GRADING ITEM TYPE 2 WIRE MESH	1,000 SY		
0008	0248000000-N	SP	GENERIC GRADING ITEM RECLAIMING & STAGING WIRE MESH & NET	Lump Sum	L.S.	
0009	0257000000-E	SP	GENERIC GRADING ITEM 250 KJ ROCKFALL BARRIER	850 LF		
0010	0257000000-E	SP	GENERIC GRADING ITEM TENSIONED SPOT ROCK BOLT	400 LF		
0011	0257000000-E	SP	GENERIC GRADING ITEM UNTENSIONED ROCK ANCHORS FOR WIRE MESH	1,000 LF		
0012	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	100 TON		
0013	0320000000-E	300	FOUNDATION CONDITIONING GEO- TEXTILE	300 SY		
0014	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	192 LF		
0015	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	196 LF		
0016	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	376 LF		
0017	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	48 LF		

County : Haywood

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0018	0588000000-E	310	18" CS PIPE CULVERTS, 0.064" THICK	60 LF		
0019	0600000000-E	310	30" CS PIPE CULVERTS, 0.079" THICK	28 LF		
0020	0995000000-E	340	PIPE REMOVAL	80 LF		
0021	1011000000-N	500	FINE GRADING	Lump Sum	L.S.	
0022	1220000000-E	545	INCIDENTAL STONE BASE	200 TON		
0023	1231000000-E	560	SHOULDER BORROW	410 CY		
0024	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (3")	5,375 SY		
0025	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (3/4")	13,125 SY		
0026	1330000000-E	607	INCIDENTAL MILLING	520 SY		
0027	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	1,480 TON		
0028	1508000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0D	670 TON		
0029	1524200000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5D	1,540 TON		
0030	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	100 TON		
0031	1577000000-E	620	POLYMER MODIFIED ASPHALT BIN- DER FOR PLANT MIX	150 TON		
0032	1663000000-E	650	OPEN-GRADED ASPHALT FRICTION COURSE, TYPE FC-2 MODIFIED	1,020 TON		
0033	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	16 TON		
0034	1840000000-E	665	MILLED RUMBLE STRIPS (ASPHALT CONCRETE)	10,700 LF		

County : Haywood

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0035	2190000000-N	828	TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE	3 EA		
0036	2253000000-E	840	PIPE COLLARS	0.447 CY		
0037	2275000000-E	SP	FLOWABLE FILL	24 CY		
0038	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	19 EA		
0039	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	12 LF		
0040	2364200000-N	840	FRAME WITH TWO GRATES, STD 840.20	13 EA		
0041	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	6 EA		
0042	2556000000-E	846	SHOULDER BERM GUTTER	395 LF		
0043	2703000000-E	854	CONCRETE BARRIER, TYPE ***** (SINGLE SLOPE)	1,210 LF		
0044	2815000000-N	858	ADJUSTMENT OF DROP INLETS	1 EA		
0045	3030000000-E	862	STEEL BM GUARDRAIL	700 LF		
0046	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	10 EA		
0047	3270000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350	1 EA		
0048	3360000000-E	863	REMOVE EXISTING GUARDRAIL	526 LF		
0049	3387000000-N	862	TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE ***** (W-BEAM)	4 EA		
0050	3435000000-N	SP	GENERIC GUARDRAIL ITEM TEMP IMPACT ATTENUATOR UNIT, TYPE 350	1 EA		
0051	3628000000-E	876	RIP RAP, CLASS I	7 TON		
0052	3649000000-E	876	RIP RAP, CLASS B	12 TON		

County : Haywood

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0053	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	510		SY
0054	4048000000-E	902	REINFORCED CONCRETE SIGN FOUNDATIONS	1		CY
0055	4054000000-E	902	PLAIN CONCRETE SIGN FOUNDATIONS	1		CY
0056	4060000000-E	903	SUPPORTS, BREAKAWAY STEEL BEAM	442		LB
0057	4066000000-E	903	SUPPORTS, SIMPLE STEEL BEAM	728		LB
0058	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	685		LF
0059	4102000000-N	904	SIGN ERECTION, TYPE E	18		EA
0060	4108000000-N	904	SIGN ERECTION, TYPE F	1		EA
0061	4110000000-N	904	SIGN ERECTION, TYPE *** (GROUND MOUNTED) (A)	2		EA
0062	4110000000-N	904	SIGN ERECTION, TYPE *** (GROUND MOUNTED) (B)	2		EA
0063	4152000000-N	907	DISPOSAL OF SIGN SYSTEM, STEEL BEAM	3		EA
0064	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	22		EA
0065	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	1,018		SF
0066	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	588		SF
0067	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	26		SF
0068	4415000000-N	1115	FLASHING ARROW BOARD	4		EA
0069	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	5		EA
0070	4430000000-N	1130	DRUMS	151		EA

County : Haywood

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0071	4445000000-E	1145	BARRICADES (TYPE III)	40 LF		
0072	4450000000-N	1150	FLAGGER	1,280 HR		
0073	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	2 EA		
0074	4470000000-N	1160	RESET TEMPORARY CRASH CUSHION	3 EA		
0075	4480000000-N	1165	TMA	5 EA		
0076	4485000000-E	1170	PORTABLE CONCRETE BARRIER	1,540 LF		
0077	4490000000-E	1170	PORTABLE CONCRETE BARRIER (ANCHORED)	1,300 LF		
0078	4500000000-E	1170	RESET PORTABLE CONCRETE BAR- RIER	3,030 LF		
0079	4505000000-E	1170	RESET PORTABLE CONCRETE BAR- RIER (ANCHORED)	2,800 LF		
0080	4507000000-E	1170	WATER FILLED BARRIER	3,000 LF		
0081	4508000000-E	1170	RESET WATER FILLED BARRIER	1,040 LF		
0082	4510000000-N	SP	LAW ENFORCEMENT	4,240 HR		
0083	4570000000-E	SP	TEMPORARY GLARE SCREEN	2,340 LF		
0084	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	254 EA		
0085	4688000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (6", 90 MILS)	9,405 LF		
0086	4690000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (6", 120 MILS)	1,404 LF		
0087	4700000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	1,521 LF		
0088	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	3 EA		

County : Haywood

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0089	4815000000-E	1205	PAINT PAVEMENT MARKING LINES (6")	72,000 LF		
0090	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	3,200 LF		
0091	4855000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (6")	11,500 LF		
0092	4860000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (8")	800 LF		
0093	4905000000-N	1253	SNOWPLOWABLE PAVEMENT MARKERS	158 EA		
0094	5255000000-N	1413	PORTABLE LIGHTING	Lump Sum	L.S.	
0095	6000000000-E	1605	TEMPORARY SILT FENCE	2,430 LF		
0096	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	345 TON		
0097	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	1,785 TON		
0098	6012000000-E	1610	SEDIMENT CONTROL STONE	1,075 TON		
0099	6015000000-E	1615	TEMPORARY MULCHING	9.5 ACR		
0100	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	600 LB		
0101	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	3 TON		
0102	6024000000-E	1622	TEMPORARY SLOPE DRAINS	300 LF		
0103	6030000000-E	1630	SILT EXCAVATION	1,860 CY		
0104	6036000000-E	1631	MATTING FOR EROSION CONTROL	12,000 SY		
0105	6042000000-E	1632	1/4" HARDWARE CLOTH	480 LF		
0106	6071012000-E	SP	COIR FIBER WATTLE	300 LF		
0107	6071020000-E	SP	POLYACRYLAMIDE (PAM)	165 LB		

County : Haywood

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0108	6084000000-E	1660	SEEDING & MULCHING	9.5	ACR	
0109	6087000000-E	1660	MOWING	5	ACR	
0110	6090000000-E	1661	SEED FOR REPAIR SEEDING	100	LB	
0111	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.5	TON	
0112	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	425	LB	
0113	6108000000-E	1665	FERTILIZER TOPDRESSING	12.5	TON	
0114	6114500000-N	1667	SPECIALIZED HAND MOWING	10	MHR	
0115	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	18	EA	
0116	8847000000-E	SP	GENERIC RETAINING WALL ITEM MSE RETAINING WALL	2,907	SF	

1441/Dec08/Q326603.447/D399650932000/E116

Total Amount Of Bid For Entire Project :

Vendor 1 of 11: GLF CONSTRUCTION CORPORATION (3018)
Call Order 015 (Proposal: C203519)

Bid Information

Proposal County: HAYWOOD

Vendor Address: 80 S.W. 8th Street, Suite 2201
Miami , Florida , 33130

Signature Check: Francesco_Senis_3018

Time Bid Received: January 20, 2015 01:50 PM

Amendment Count: 0

Bid Checksum: 9523A348

Bid Total: \$6,374,040.95

Items Total: \$6,374,040.95

Time Total: \$0.00

Bidding Errors:

None.

DBE Goal Set 3.0

DBE Goal Met 3.0

Vendor 1 of 11: GLF CONSTRUCTION CORPORATION (3018)
Call Order 015 (Proposal: C203519)

Bid Bond Information

Projects:	Bond Maximum:
Counties:	State of Incorporation:
Bond ID: SNC15800018	Agency Execution Date: 1/16/2015 1
Paid by Check: No	Surety Name: surety2000
Bond Percent: 5%	Bond Agency Name: Fidelity And Deposit Company of Maryland

Vendor 3018's Bid Information for Call 015, Letting L150120, 01/20/15

GLF Construction Corporation (3018)
Call Order 015 (Proposal ID C203519)

LIST OF DBE PARTICIPANTS

VENDOR NUMBER	DBE NAME ADDRESS	WORK CODE TYPE OF WORK	CERT TYPE AMOUNT	
4761	TRAFFIC CONTROL SAFETY SERVICES POST OFFICE BOX 24511 , WINSTON-SALEM, NC 27114		Sub 389,974.00	Committed
7672	COASTAL ENGINEERING & SURVEYING P.O. BOX 1129 , KITTY HAWK, NC 27949		Sub 48,225.00	Committed
			TOTAL: \$438,199.00	
			6.87%	

DMJ'S Incorporated

Vendor 3018's Bid Information for Call 015, Letting L150120, 01/20/15

GLF Construction Corporation (3018)
Call Order 015 (Proposal ID C203519)

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	

Bid Bond Data Info - Contractor Responses:

=====

BondID: SNC15800018

Surety Registry Agency: surety2000
Verified?: Yes
Surety Agency: Fidelity And Deposit Company of Maryland
Bond Execution Date: 1/16/2015 1
Bond Amount: \$318,702.05 (Five Percent of Bid)

Dept of Transportation

Revised:

Contract ID: C203519

Project(s): IMS-040-1(245)7

Letting Date: 01-20-15 Call Order: 015

Bidder: 3018 - GLF Construction Corporation

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
Section 0001 ROADWAY ITEMS				
Alt Group				
0001	0000100000-N MOBILIZATION	LUMP	LUMP	750,000.00
0002	0000400000-N CONSTRUCTION SURVEYING	LUMP	LUMP	65,000.00
0003	0001000000-E CLEARING & GRUBBING .. ACRE(S)	LUMP	LUMP	220,000.00
0004	0008000000-E SUPPLEMENTARY CLEARING & GRUBBING	1.000 ACR	20,000.00000	20,000.00
0005	0022000000-E UNCLASSIFIED EXCAVATION	109,300.000 CY	18.00000	1,967,400.00
0006	0098000000-E PRE-SPLITTING OF ROCK	24,500.000 SY	20.00000	490,000.00
0007	0241000000-E GENERIC GRADING ITEM TYPE 2 WIRE MESH	1,000.000 SY	38.00000	38,000.00
0008	0248000000-N GENERIC GRADING ITEM RECLAIMING & STAGING WIRE MESH & NET	LUMP	LUMP	78,000.00
0009	0257000000-E GENERIC GRADING ITEM 250 KJ ROCKFALL BARRIER	850.000 LF	310.00000	263,500.00
0010	0257000000-E GENERIC GRADING ITEM TENSIONED SPOT ROCK BOLT	400.000 LF	130.00000	52,000.00

Dept of Transportation

Revised:

Contract ID: C203519

Project(s): IMS-040-1(245)7

Letting Date: 01-20-15 Call Order: 015

Bidder: 3018 - GLF Construction Corporation

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0011	0257000000-E GENERIC GRADING ITEM UNTENSIONED ROCK ANCHORS FOR WIRE MESH	1,000.000 LF	90.00000	90,000.00
0012	0318000000-E FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	100.000 TON	35.00000	3,500.00
0013	0320000000-E FOUNDATION CONDITIONING GEO- TEXTILE	300.000 SY	3.50000	1,050.00
0014	0372000000-E 18" RC PIPE CULVERTS, CLASS III	192.000 LF	140.00000	26,880.00
0015	0378000000-E 24" RC PIPE CULVERTS, CLASS III	196.000 LF	160.00000	31,360.00
0016	0448200000-E 15" RC PIPE CULVERTS, CLASS IV	376.000 LF	95.00000	35,720.00
0017	0448300000-E 18" RC PIPE CULVERTS, CLASS IV	48.000 LF	155.00000	7,440.00
0018	0588000000-E 18" CS PIPE CULVERTS, 0.064" THICK	60.000 LF	155.00000	9,300.00
0019	0600000000-E 30" CS PIPE CULVERTS, 0.079" THICK	28.000 LF	180.00000	5,040.00
0020	0995000000-E PIPE REMOVAL	80.000 LF	100.00000	8,000.00
0021	1011000000-N FINE GRADING	LUMP	LUMP	85,000.00

Dept of Transportation

Revised:

Contract ID: C203519

Project(s): IMS-040-1(245)7

Letting Date: 01-20-15 Call Order: 015

Bidder: 3018 - GLF Construction Corporation

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0022	1220000000-E INCIDENTAL STONE BASE	200.000 TON	47.00000	9,400.00
0023	1231000000-E SHOULDER BORROW	410.000 CY	42.00000	17,220.00
0024	1297000000-E MILLING ASPHALT PAVEMENT, ***"DEPTH (3")	5,375.000 SY	5.00000	26,875.00
0025	1297000000-E MILLING ASPHALT PAVEMENT, ***"DEPTH (3/4")	13,125.000 SY	2.50000	32,812.50
0026	1330000000-E INCIDENTAL MILLING	520.000 SY	15.00000	7,800.00
0027	1491000000-E ASPHALT CONC BASE COURSE, TYPE B25.0C	1,480.000 TON	72.00000	106,560.00
0028	1508000000-E ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0D	670.000 TON	80.00000	53,600.00
0029	1524200000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5D	1,540.000 TON	96.00000	147,840.00
0030	1575000000-E ASPHALT BINDER FOR PLANT MIX	100.000 TON	790.00000	79,000.00
0031	1577000000-E POLYMER MODIFIED ASPHALT BIN- DER FOR PLANT MIX	150.000 TON	900.00000	135,000.00
0032	1663000000-E OPEN-GRADED ASPHALT FRICTION COURSE, TYPE FC-2 MODIFIED	1,020.000 TON	115.00000	117,300.00
0033	1693000000-E ASPHALT PLANT MIX, PAVEMENT REPAIR	16.000 TON	420.00000	6,720.00

Dept of Transportation

Revised:

Contract ID: C203519

Project(s): IMS-040-1(245)7

Letting Date: 01-20-15 Call Order: 015

Bidder: 3018 - GLF Construction Corporation

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0034	1840000000-E MILLED RUMBLE STRIPS (ASPHALT CONCRETE)	10,700.000 LF	1.10000	11,770.00
0035	2190000000-N TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE	3.000 EA	3,000.00000	9,000.00
0036	2253000000-E PIPE COLLARS	0.447 CY	2,500.00000	1,117.50
0037	2275000000-E FLOWABLE FILL	24.000 CY	300.00000	7,200.00
0038	2286000000-N MASONRY DRAINAGE STRUCTURES	19.000 EA	3,000.00000	57,000.00
0039	2308000000-E MASONRY DRAINAGE STRUCTURES	12.000 LF	150.00000	1,800.00
0040	2364200000-N FRAME WITH TWO GRATES, STD 840.20	13.000 EA	650.00000	8,450.00
0041	2365000000-N FRAME WITH TWO GRATES, STD 840.22	6.000 EA	650.00000	3,900.00
0042	2556000000-E SHOULDER BERM GUTTER	395.000 LF	25.00000	9,875.00
0043	2703000000-E CONCRETE BARRIER, TYPE ***** (SINGLE SLOPE)	1,210.000 LF	82.00000	99,220.00
0044	2815000000-N ADJUSTMENT OF DROP INLETS	1.000 EA	600.00000	600.00

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Contract ID: C203519

Project(s): IMS-040-1(245)7

Letting Date: 01-20-15 Call Order: 015

Bidder: 3018 - GLF Construction Corporation

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0045	3030000000-E STEEL BM GUARDRAIL	700.000 LF	17.00000	11,900.00
0046	3150000000-N ADDITIONAL GUARDRAIL POSTS	10.000 EA	25.00000	250.00
0047	3270000000-N GUARDRAIL ANCHOR UNITS, TYPE 350	1.000 EA	2,200.00000	2,200.00
0048	3360000000-E REMOVE EXISTING GUARDRAIL	526.000 LF	2.50000	1,315.00
0049	3387000000-N TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE ***** (W-BEAM)	4.000 EA	1,100.00000	4,400.00
0050	3435000000-N GENERIC GUARDRAIL ITEM TEMP IMPACT ATTENUATOR UNIT, TYPE 350	1.000 EA	8,300.00000	8,300.00
0051	3628000000-E RIP RAP, CLASS I	7.000 TON	120.00000	840.00
0052	3649000000-E RIP RAP, CLASS B	12.000 TON	90.00000	1,080.00
0053	3656000000-E GEOTEXTILE FOR DRAINAGE	510.000 SY	3.00000	1,530.00
0054	4048000000-E REINFORCED CONCRETE SIGN FOUNDATIONS	1.000 CY	1,000.00000	1,000.00
0055	4054000000-E PLAIN CONCRETE SIGN FOUNDATIONS	1.000 CY	1,000.00000	1,000.00

Contract ID: C203519

Project(s): IMS-040-1(245)7

Letting Date: 01-20-15 Call Order: 015

Bidder: 3018 - GLF Construction Corporation

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0056	4060000000-E SUPPORTS, BREAKAWAY STEEL BEAM	442.000 LB	5.50000	2,431.00
0057	4066000000-E SUPPORTS, SIMPLE STEEL BEAM	728.000 LB	5.50000	4,004.00
0058	4072000000-E SUPPORTS, 3-LB STEEL U-CHANNEL	685.000 LF	9.00000	6,165.00
0059	4102000000-N SIGN ERECTION, TYPE E	18.000 EA	275.00000	4,950.00
0060	4108000000-N SIGN ERECTION, TYPE F	1.000 EA	600.00000	600.00
0061	4110000000-N SIGN ERECTION, TYPE *** (GROUND MOUNTED) (A)	2.000 EA	725.00000	1,450.00
0062	4110000000-N SIGN ERECTION, TYPE *** (GROUND MOUNTED) (B)	2.000 EA	800.00000	1,600.00
0063	4152000000-N DISPOSAL OF SIGN SYSTEM, STEELBEAM	3.000 EA	110.00000	330.00
0064	4155000000-N DISPOSAL OF SIGN SYSTEM, U-CHANNEL	22.000 EA	110.00000	2,420.00
0065	4400000000-E WORK ZONE SIGNS (STATIONARY)	1,018.000 SF	8.10000	8,245.80
0066	4405000000-E WORK ZONE SIGNS (PORTABLE)	588.000 SF	8.15000	4,792.20
0067	4410000000-E WORK ZONE SIGNS (BARRICADE MOUNTED)	26.000 SF	8.00000	208.00

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Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0068	4415000000-N FLASHING ARROW BOARD	4.000 EA	1,800.00000	7,200.00
0069	4420000000-N PORTABLE CHANGEABLE MESSAGE SIGN	5.000 EA	5,500.00000	27,500.00
0070	4430000000-N DRUMS	151.000 EA	40.00000	6,040.00
0071	4445000000-E BARRICADES (TYPE III)	40.000 LF	26.00000	1,040.00
0072	4450000000-N FLAGGER	1,280.000 HR	25.00000	32,000.00
0073	4465000000-N TEMPORARY CRASH CUSHIONS	2.000 EA	5,200.00000	10,400.00
0074	4470000000-N RESET TEMPORARY CRASH CUSHION	3.000 EA	2,200.00000	6,600.00
0075	4480000000-N TMA	5.000 EA	5,000.00000	25,000.00
0076	4485000000-E PORTABLE CONCRETE BARRIER	1,540.000 LF	18.50000	28,490.00
0077	4490000000-E PORTABLE CONCRETE BARRIER (ANCHORED)	1,300.000 LF	31.00000	40,300.00
0078	4500000000-E RESET PORTABLE CONCRETE BAR- RIER	3,030.000 LF	4.00000	12,120.00
0079	4505000000-E RESET PORTABLE CONCRETE BAR- RIER (ANCHORED)	2,800.000 LF	13.50000	37,800.00

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Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0080	4507000000-E WATER FILLED BARRIER	3,000.000 LF	58.00000	174,000.00
0081	4508000000-E RESET WATER FILLED BARRIER	1,040.000 LF	9.20000	9,568.00
0082	4510000000-N LAW ENFORCEMENT	4,240.000 HR	38.00000	161,120.00
0083	4570000000-E TEMPORARY GLARE SCREEN	2,340.000 LF	10.25000	23,985.00
0084	4650000000-N TEMPORARY RAISED PAVEMENT MARKERS	254.000 EA	10.25000	2,603.50
0085	4688000000-E THERMOPLASTIC PAVEMENT MARKING LINES (6", 90 MILS)	9,405.000 LF	0.95000	8,934.75
0086	4690000000-E THERMOPLASTIC PAVEMENT MARKING LINES (6", 120 MILS)	1,404.000 LF	1.15000	1,614.60
0087	4700000000-E THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	1,521.000 LF	2.10000	3,194.10
0088	4725000000-E THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	3.000 EA	210.00000	630.00
0089	4815000000-E PAINT PAVEMENT MARKING LINES (6")	72,000.000 LF	0.30000	21,600.00
0090	4820000000-E PAINT PAVEMENT MARKING LINES (8")	3,200.000 LF	1.25000	4,000.00
0091	4855000000-E REMOVAL OF PAVEMENT MARKING LINES (6")	11,500.000 LF	1.00000	11,500.00

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Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0092	4860000000-E REMOVAL OF PAVEMENT MARKING LINES (8")	800.000 LF	1.50000	1,200.00
0093	4905000000-N SNOWPLOWABLE PAVEMENT MARKERS	158.000 EA	35.00000	5,530.00
0094	5255000000-N PORTABLE LIGHTING	LUMP	LUMP	25,000.00
0095	6000000000-E TEMPORARY SILT FENCE	2,430.000 LF	2.50000	6,075.00
0096	6006000000-E STONE FOR EROSION CONTROL, CLASS A	345.000 TON	30.00000	10,350.00
0097	6009000000-E STONE FOR EROSION CONTROL, CLASS B	1,785.000 TON	10.00000	17,850.00
0098	6012000000-E SEDIMENT CONTROL STONE	1,075.000 TON	35.00000	37,625.00
0099	6015000000-E TEMPORARY MULCHING	9.500 ACR	1,200.00000	11,400.00
0100	6018000000-E SEED FOR TEMPORARY SEEDING	600.000 LB	3.30000	1,980.00
0101	6021000000-E FERTILIZER FOR TEMPORARY SEED-ING	3.000 TON	990.00000	2,970.00
0102	6024000000-E TEMPORARY SLOPE DRAINS	300.000 LF	17.00000	5,100.00
0103	6030000000-E SILT EXCAVATION	1,860.000 CY	6.50000	12,090.00

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Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0104	6036000000-E MATTING FOR EROSION CONTROL	12,000.000 SY	2.00000	24,000.00
0105	6042000000-E 1/4" HARDWARE CLOTH	480.000 LF	5.50000	2,640.00
0106	6071012000-E COIR FIBER WATTLE	300.000 LF	8.80000	2,640.00
0107	6071020000-E POLYACRYLAMIDE (PAM)	165.000 LB	11.00000	1,815.00
0108	6084000000-E SEEDING & MULCHING	9.500 ACR	1,700.00000	16,150.00
0109	6087000000-E MOWING	5.000 ACR	80.00000	400.00
0110	6090000000-E SEED FOR REPAIR SEEDING	100.000 LB	3.30000	330.00
0111	6093000000-E FERTILIZER FOR REPAIR SEEDING	0.500 TON	880.00000	440.00
0112	6096000000-E SEED FOR SUPPLEMENTAL SEEDING	425.000 LB	2.20000	935.00
0113	6108000000-E FERTILIZER TOPDRESSING	12.500 TON	990.00000	12,375.00
0114	6114500000-N SPECIALIZED HAND MOWING	10.000 MHR	75.00000	750.00
0115	6117000000-N RESPONSE FOR EROSION CONTROL	18.000 EA	100.00000	1,800.00

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Project(s): IMS-040-1(245)7

Letting Date: 01-20-15 Call Order: 015

Bidder: 3018 - GLF Construction Corporation

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0116	8847000000-E GENERIC RETAINING WALL ITEM MSE RETAINING WALL	2,907.000 SF	85.00000	247,095.00
	Section 0001 Total			6,374,040.95
	Bid Total			6,374,040.95

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.

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 C203519

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum LS	750,000.00	750,000.00
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum LS	65,000.00	65,000.00
0003	0001000000-E	200	CLEARING & GRUBBING .. ACRE(S)	Lump Sum LS	220,000.00	220,000.00
0004	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUB- BING	1 ACR	20,000.00	20,000.00
0005	0022000000-E	225	UNCLASSIFIED EXCAVATION	109,300 CY	18.00	1,967,400.00
0006	0098000000-E	SP	PRE-SPLITTING OF ROCK	24,500 SY	20.00	490,000.00
0007	0241000000-E	SP	GENERIC GRADING ITEM TYPE 2 WIRE MESH	1,000 SY	38.00	38,000.00
0008	0248000000-N	SP	GENERIC GRADING ITEM RECLAIMING & STAGING WIRE MESH & NET	Lump Sum LS	78,000.00	78,000.00
0009	0257000000-E	SP	GENERIC GRADING ITEM 250 KJ ROCKFALL BARRIER	850 LF	310.00	263,500.00
0010	0257000000-E	SP	GENERIC GRADING ITEM TENSIONED SPOT ROCK BOLT	400 LF	130.00	52,000.00
0011	0257000000-E	SP	GENERIC GRADING ITEM UNTENSIONED ROCK ANCHORS FOR WIRE MESH	1,000 LF	90.00	90,000.00
0012	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	100 TON	35.00	3,500.00
0013	0320000000-E	300	FOUNDATION CONDITIONING GEO- TEXTILE	300 SY	3.50	1,050.00
0014	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	192 LF	140.00	26,880.00
0015	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	196 LF	160.00	31,360.00
0016	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	376 LF	95.00	35,720.00
0017	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	48 LF	155.00	7,440.00
0018	0588000000-E	310	18" CS PIPE CULVERTS, 0.064" THICK	60 LF	155.00	9,300.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0019	0600000000-E	310	30" CS PIPE CULVERTS, 0.079" THICK	28 LF	180.00	5,040.00
0020	0995000000-E	340	PIPE REMOVAL	80 LF	100.00	8,000.00
0021	1011000000-N	500	FINE GRADING	Lump Sum LS	85,000.00	85,000.00
0022	1220000000-E	545	INCIDENTAL STONE BASE	200 TON	47.00	9,400.00
0023	1231000000-E	560	SHOULDER BORROW	410 CY	42.00	17,220.00
0024	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (3")	5,375 SY	5.00	26,875.00
0025	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (3/4")	13,125 SY	2.50	32,812.50
0026	1330000000-E	607	INCIDENTAL MILLING	520 SY	15.00	7,800.00
0027	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	1,480 TON	72.00	106,560.00
0028	1508000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0D	670 TON	80.00	53,600.00
0029	1524200000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5D	1,540 TON	96.00	147,840.00
0030	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	100 TON	790.00	79,000.00
0031	1577000000-E	620	POLYMER MODIFIED ASPHALT BINDER FOR PLANT MIX	150 TON	900.00	135,000.00
0032	1663000000-E	650	OPEN-GRADED ASPHALT FRICTION COURSE, TYPE FC-2 MODIFIED	1,020 TON	115.00	117,300.00
0033	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	16 TON	420.00	6,720.00
0034	1840000000-E	665	MILLED RUMBLE STRIPS (ASPHALT CONCRETE)	10,700 LF	1.10	11,770.00
0035	2190000000-N	828	TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE	3 EA	3,000.00	9,000.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0036	2253000000-E	840	PIPE COLLARS	0.447 CY	2,500.00	1,117.50
0037	2275000000-E	SP	FLOWABLE FILL	24 CY	300.00	7,200.00
0038	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	19 EA	3,000.00	57,000.00
0039	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	12 LF	150.00	1,800.00
0040	2364200000-N	840	FRAME WITH TWO GRATES, STD 840.20	13 EA	650.00	8,450.00
0041	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	6 EA	650.00	3,900.00
0042	2556000000-E	846	SHOULDER BERM GUTTER	395 LF	25.00	9,875.00
0043	2703000000-E	854	CONCRETE BARRIER, TYPE ***** (SINGLE SLOPE)	1,210 LF	82.00	99,220.00
0044	2815000000-N	858	ADJUSTMENT OF DROP INLETS	1 EA	600.00	600.00
0045	3030000000-E	862	STEEL BM GUARDRAIL	700 LF	17.00	11,900.00
0046	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	10 EA	25.00	250.00
0047	3270000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350	1 EA	2,200.00	2,200.00
0048	3360000000-E	863	REMOVE EXISTING GUARDRAIL	526 LF	2.50	1,315.00
0049	3387000000-N	862	TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE ***** (W-BEAM)	4 EA	1,100.00	4,400.00
0050	3435000000-N	SP	GENERIC GUARDRAIL ITEM TEMP IMPACT ATTENUATOR UNIT, TYPE 350	1 EA	8,300.00	8,300.00
0051	3628000000-E	876	RIP RAP, CLASS I	7 TON	120.00	840.00
0052	3649000000-E	876	RIP RAP, CLASS B	12 TON	90.00	1,080.00
0053	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	510 SY	3.00	1,530.00
0054	4048000000-E	902	REINFORCED CONCRETE SIGN FOUN- DATIONS	1 CY	1,000.00	1,000.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0055	4054000000-E	902	PLAIN CONCRETE SIGN FOUNDATIONS	1 CY	1,000.00	1,000.00
0056	4060000000-E	903	SUPPORTS, BREAKAWAY STEEL BEAM	442 LB	5.50	2,431.00
0057	4066000000-E	903	SUPPORTS, SIMPLE STEEL BEAM	728 LB	5.50	4,004.00
0058	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	685 LF	9.00	6,165.00
0059	4102000000-N	904	SIGN ERECTION, TYPE E	18 EA	275.00	4,950.00
0060	4108000000-N	904	SIGN ERECTION, TYPE F	1 EA	600.00	600.00
0061	4110000000-N	904	SIGN ERECTION, TYPE *** (GROUND MOUNTED) (A)	2 EA	725.00	1,450.00
0062	4110000000-N	904	SIGN ERECTION, TYPE *** (GROUND MOUNTED) (B)	2 EA	800.00	1,600.00
0063	4152000000-N	907	DISPOSAL OF SIGN SYSTEM, STEEL BEAM	3 EA	110.00	330.00
0064	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	22 EA	110.00	2,420.00
0065	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	1,018 SF	8.10	8,245.80
0066	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	588 SF	8.15	4,792.20
0067	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	26 SF	8.00	208.00
0068	4415000000-N	1115	FLASHING ARROW BOARD	4 EA	1,800.00	7,200.00
0069	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	5 EA	5,500.00	27,500.00
0070	4430000000-N	1130	DRUMS	151 EA	40.00	6,040.00
0071	4445000000-E	1145	BARRICADES (TYPE III)	40 LF	26.00	1,040.00
0072	4450000000-N	1150	FLAGGER	1,280 HR	25.00	32,000.00
0073	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	2 EA	5,200.00	10,400.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0074	4470000000-N	1160	RESET TEMPORARY CRASH CUSHION	3 EA	2,200.00	6,600.00
0075	4480000000-N	1165	TMA	5 EA	5,000.00	25,000.00
0076	4485000000-E	1170	PORTABLE CONCRETE BARRIER	1,540 LF	18.50	28,490.00
0077	4490000000-E	1170	PORTABLE CONCRETE BARRIER (ANCHORED)	1,300 LF	31.00	40,300.00
0078	4500000000-E	1170	RESET PORTABLE CONCRETE BAR- RIER	3,030 LF	4.00	12,120.00
0079	4505000000-E	1170	RESET PORTABLE CONCRETE BAR- RIER (ANCHORED)	2,800 LF	13.50	37,800.00
0080	4507000000-E	1170	WATER FILLED BARRIER	3,000 LF	58.00	174,000.00
0081	4508000000-E	1170	RESET WATER FILLED BARRIER	1,040 LF	9.20	9,568.00
0082	4510000000-N	SP	LAW ENFORCEMENT	4,240 HR	38.00	161,120.00
0083	4570000000-E	SP	TEMPORARY GLARE SCREEN	2,340 LF	10.25	23,985.00
0084	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	254 EA	10.25	2,603.50
0085	4688000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (6", 90 MILS)	9,405 LF	0.95	8,934.75
0086	4690000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (6", 120 MILS)	1,404 LF	1.15	1,614.60
0087	4700000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	1,521 LF	2.10	3,194.10
0088	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	3 EA	210.00	630.00
0089	4815000000-E	1205	PAINT PAVEMENT MARKING LINES (6")	72,000 LF	0.30	21,600.00
0090	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	3,200 LF	1.25	4,000.00
0091	4855000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (6")	11,500 LF	1.00	11,500.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0092	4860000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (8")	800 LF	1.50	1,200.00
0093	4905000000-N	1253	SNOWPLOWABLE PAVEMENT MARKERS	158 EA	35.00	5,530.00
0094	5255000000-N	1413	PORTABLE LIGHTING	Lump Sum LS	25,000.00	25,000.00
0095	6000000000-E	1605	TEMPORARY SILT FENCE	2,430 LF	2.50	6,075.00
0096	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	345 TON	30.00	10,350.00
0097	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	1,785 TON	10.00	17,850.00
0098	6012000000-E	1610	SEDIMENT CONTROL STONE	1,075 TON	35.00	37,625.00
0099	6015000000-E	1615	TEMPORARY MULCHING	9.5 ACR	1,200.00	11,400.00
0100	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	600 LB	3.30	1,980.00
0101	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	3 TON	990.00	2,970.00
0102	6024000000-E	1622	TEMPORARY SLOPE DRAINS	300 LF	17.00	5,100.00
0103	6030000000-E	1630	SILT EXCAVATION	1,860 CY	6.50	12,090.00
0104	6036000000-E	1631	MATTING FOR EROSION CONTROL	12,000 SY	2.00	24,000.00
0105	6042000000-E	1632	1/4" HARDWARE CLOTH	480 LF	5.50	2,640.00
0106	6071012000-E	SP	COIR FIBER WATTLE	300 LF	8.80	2,640.00
0107	6071020000-E	SP	POLYACRYLAMIDE (PAM)	165 LB	11.00	1,815.00
0108	6084000000-E	1660	SEEDING & MULCHING	9.5 ACR	1,700.00	16,150.00
0109	6087000000-E	1660	MOWING	5 ACR	80.00	400.00
0110	6090000000-E	1661	SEED FOR REPAIR SEEDING	100 LB	3.30	330.00
0111	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.5 TON	880.00	440.00

Contract Item Sheets For C203519

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0112	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	425 LB	2.20	935.00
0113	6108000000-E	1665	FERTILIZER TOPDRESSING	12.5 TON	990.00	12,375.00
0114	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR	75.00	750.00
0115	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	18 EA	100.00	1,800.00
0116	8847000000-E	SP	GENERIC RETAINING WALL ITEM MSE RETAINING WALL	2,907 SF	85.00	247,095.00
TOTAL AMOUNT OF BID FOR ENTIRE PROJECT						\$6,374,040.95

0908/Feb04/Q326603.447/D399650932000/E116

Contract No. C203519
County Haywood

Rev. 5-19-11

**EXECUTION OF CONTRACT
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

CORPORATION

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, 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 Affidavit and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR
GLF CONSTRUCTION CORPORATION**

Full name of Corporation

80 South West 8th Street, Suite 2201, Miami, FL 33130

Address as Prequalified

Attest

Vincent L. Persiani
Secretary/Assistant Secretary-
Select appropriate title

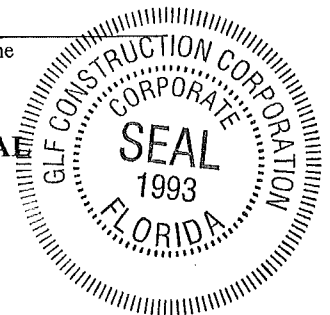
By

Francesco Senis
President/Vice-President/Assistant Vice-President
Select appropriate title

Vincent L. Persiani
Print or type Signer's name

Francesco Senis
Print or type Signer's name

CORPORATE SEAL



AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

10th day of February 2015

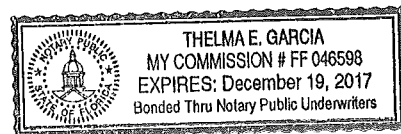
Thelma E. Garcia
Signature of Notary Public

of Miami-Dade County

State of Florida

My Commission Expires: _____

NOTARY 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.

Contract No. C203519
County Haywood

Rev. 5-19-11

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.

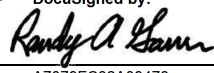
Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.

Contract No. C203519

County (ies): Haywood

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

Contract Officer F7079FC32A09478...

2/12/2015

Date

Execution of Contract and Bonds
Approved as to Form:

DocuSigned by:

Attorney General F23E75DCE8CB439...

2/11/2015

Date

Signature Sheet (Bid - Acceptance by Department)

Bond No. 9041068

BOND ISSUED IN TWO (2) ORIGINAL COUNTERPARTS

Contract No. C203519
County Haywood

Rev 5-17-11

CONTRACT PAYMENT BOND

Date of Payment Bond Execution February 6, 2015

Name of Principal Contractor GLF Construction Corporation

Name of Surety: Fidelity and Deposit Company of Maryland

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

Amount of Bond: \$6,374,040.95 SIX MILLION THREE HUNDRED SEVENTY FOUR THOUSAND FORTY DOLLARS AND 95/100

Contract ID No.: C203519

County Name: Haywood

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.

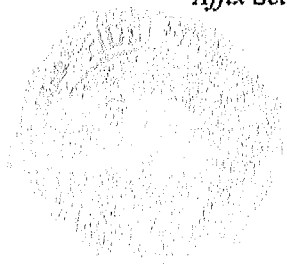
IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No. C203519
County Haywood

Rev 5-17-11

CONTRACT PAYMENT BOND

Affix Seal of Surety Company



Fidelity and Deposit Company of Maryland
Print or type Surety Company Name

By Joseph Dobkowski, Jr., Attorney-In-Fact
Print, stamp or type name of Attorney-in-Fact

Joseph Dobkowski, Jr.
Signature of Attorney-in-Fact

Adrienne Scalera
Signature of Witness

Adrienne Scalera
Print or type Signer's name

67 Walnut Ave., Suite 406
Clark, NJ 07066
Address of Attorney-in-Fact

Contract No.
County

C203519

Haywood

Rev 5-17-11

CONTRACT PAYMENT BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

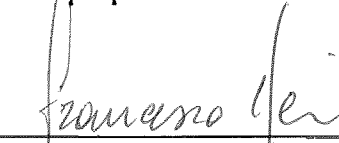
GLF Construction Corporation

Full name of Corporation

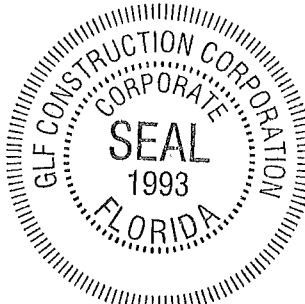
80 SW 8th St., Suite 2201
Miami, FL 33130

Address as prequalified

By



Signature of President, ~~Vice President, Assistant Vice President~~
Select appropriate title




Francesco Senis

Print or type Signer's name

Affix Corporate Seal

Attest



Signature of Secretary, ~~Assistant Secretary~~
Select appropriate title

Vincent L. Persiani

Print or type Signer's name

CORPORATE ACKNOWLEDGMENT

FORM 152

State of FLORIDA
County of MIAMI-DADE

On this 7th day of February, 2014 before me personally came Francesco Senis, to me known, who, being by me duly sworn, did depose and say that he/she resides in Miami Beach, FL

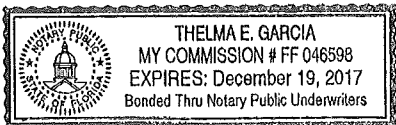
that he/she is the President & Chief Executive Officer of the GLF Construction Corporation

the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

(SEAL)



Notary Public



CORPORATE ACKNOWLEDGMENT

Form 152

State of NJ
County of Monmouth

On this 6th day of February, 2015 before me personally came Joseph Dobkowski, Jr., to me known, who, being by me duly sworn, did depose and say that he/she resides in Bernards Township, NJ

that he/she is the Attorney-In-Fact of the Fidelity and Deposit Company of Maryland

the corporation described in and which executed the above instrument; that he/she knows that seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

(SEAL)

Adrienne Scalera

ADRIANNE SCALERA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/3/2016

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition

As Of December 31, 2013

ASSETS

Bonds.....	\$ 139,272,722
Stocks	22,258,887
Cash and Short Term Investments.....	6,595,113
Reinsurance Recoverable	17,970,134
Other Accounts Receivable	33,409,916
TOTAL ADMITTED ASSETS.....	\$ 219,506,772

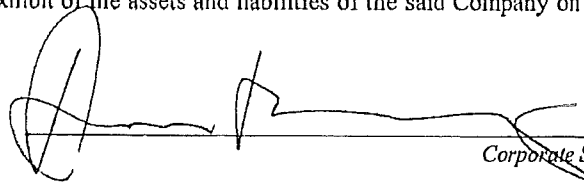
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 1,787,480
Ceded Reinsurance Premiums Payable.....	42,146,005
Securities Lending Collateral Liability.....	6,613,750
TOTAL LIABILITIES	\$ 50,547,235
Capital Stock, Paid Up.....	\$ 5,000,000
Surplus.....	163,959,537
Surplus as regards Policyholders	168,959,537
TOTAL.....	\$ 219,506,772

Securities carried at \$58,378,690 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2013 would be \$223,222,696 and surplus as regards policyholders \$172,675,461.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2013.



 Corporate Secretary

State of Illinois }
 City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2014.



 Notary Public



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kathleen M. CRISTIANO, Joseph DOBKOWSKI, JR. and Adrienne SCALERA, all of Clark, New Jersey, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 4th day of June, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



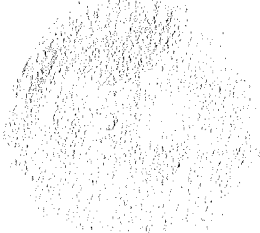
By: *Eric D. Barnes*
Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 4th day of June, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of February, 2015.



Geoffrey Delisio

Geoffrey Delisio, Vice President

Bond No. 9041068
BOND ISSUED IN TWO (2) ORIGINAL COUNTERPARTS

Contract No. C203519
County Haywood

Rev 5-17-11

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: February 6, 2015

Name of Principal Contractor: GLF Construction Corporation

Name of Surety: Fidelity and Deposit Company of Maryland

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

Amount of Bond: \$6,374,040.95 SIX MILLION THREE HUNDRED SEVENTY FOUR THOUSAND FORTY DOLLARS AND 95/100

Contract ID No.: C203519

County Name: Haywood

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

C203519
Haywood

Rev 5-17-11

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

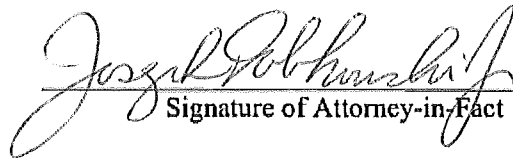
Fidelity and Deposit Company of Maryland

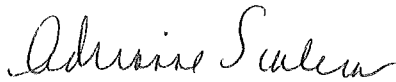
Print or type Surety Company Name

By

Joseph Dobkowski, Jr., Attorney-In-Fact

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


Signature of Attorney-in-Fact



Signature of Witness

Adrienne Scalera

Print or type Signer's name

**67 Walnut Ave., Suite 406
Clark, NJ 07066**

Address of Attorney-in-Fact

Contract No. C203519
County Haywood

Rev 5-17-11

**CONTRACT PERFORMANCE BOND
CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

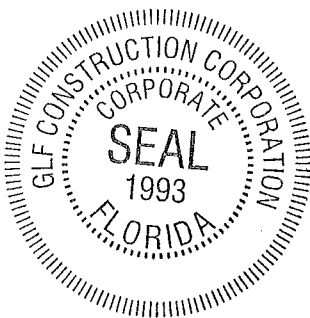
GLF Construction Corporation

Full name of Corporation

80 SW 8th St., Suite 2201
Miami, FL 33130

Address as prequalified

By Francesco Senis
Signature of President, Vice President, Assistant Vice President
Select appropriate title



Francesco Senis
Print or type Signer's name

Affix Corporate Seal

Attest Vincent L. Persiani
Signature of Secretary, Assistant Secretary
Select appropriate title

Vincent L. Persiani
Print or type Signer's name

CORPORATE ACKNOWLEDGMENT

FORM 152

State of FLORIDA
County of MIAMI-DADE

On this 7th day of February, 2014 before me personally came Francesco Senis, to me known, who, being by me duly sworn, did depose and say that he/she resides in

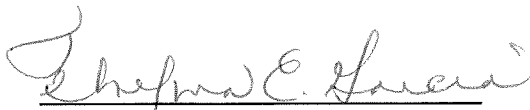
Miami Beach, FL

that he/she is the President & Chief Executive Officer of the

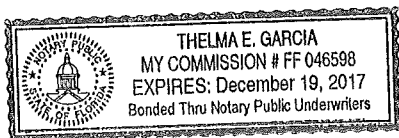
GLF Construction Corporation

the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/~~her~~ name thereto by like order.

(SEAL)



Notary Public



CORPORATE ACKNOWLEDGMENT

Form 152

State of NJ
County of Monmouth

On this 6th day of February, 2015 before me personally came Joseph Dobkowski, Jr., to me known, who, being by me duly sworn, did depose and say that he/she resides in Bernards Township, NJ

that he/she is the Attorney-In-Fact of the Fidelity and Deposit Company of Maryland

the corporation described in and which executed the above instrument; that he/she knows that seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

(SEAL)

Adrienne Scalera

ADRIANNE SCALERA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/3/2016

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition

As Of December 31, 2013

ASSETS

Bonds.....	\$ 139,272,722
Stocks	22,258,887
Cash and Short Term Investments	6,595,113
Reinsurance Recoverable	17,970,134
Other Accounts Receivable	33,409,916
TOTAL ADMITTED ASSETS.....	\$ 219,506,772

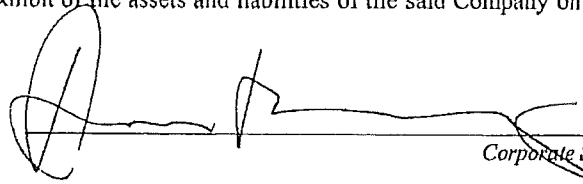
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 1,787,480
Ceded Reinsurance Premiums Payable.....	42,146,005
Securities Lending Collateral Liability.....	6,613,750
TOTAL LIABILITIES	\$ 50,547,235
Capital Stock, Paid Up.....	\$ 5,000,000
Surplus.....	163,959,537
Surplus as regards Policyholders	168,959,537
TOTAL.....	\$ 219,506,772

Securities carried at \$58,378,690 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2013 would be \$223,222,696 and surplus as regards policyholders \$172,675,461.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2013.



 Corporate Secretary

State of Illinois }
 City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2014.



 Notary Public



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kathleen M. CRISTIANO, Joseph DOBKOWSKI, JR. and Adrienne SCALERA, all of Clark, New Jersey, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

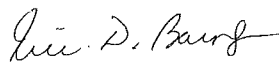
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

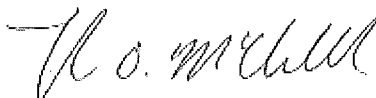
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 4th day of June, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



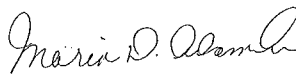
By: 
Secretary
Eric D. Barnes

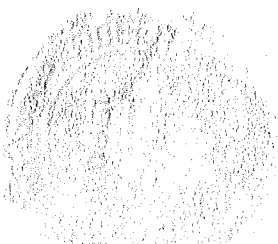

Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 4th day of June, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.


Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

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RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of February, 20 15.



Geoffrey Delisio

Geoffrey Delisio, Vice President