

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

C203290

CONTRACT AND
CONTRACT BONDS

FOR CONTRACT NO. C203290

WBS 34820.3.FS29 NHF-0708(62)

T.I.P NO. U-2524BC

COUNTY OF GUILFORD
THIS IS THE ROADWAY & STRUCTURE CONTRACT
ROUTE NUMBER _____ LENGTH 0.985 MILES
LOCATION GREENSBORO W LOOP FROM I-73/I-840 TO SR-2085 (JOSEPH BRYAN
BLVD) INTERCHANGE.

CONTRACTOR FLATIRON CONSTRUCTORS, INC. BLYTHE DEVELOPMENT CO JOINT VENT
ADDRESS 385 INTERLOCKEN CRESCENT #900
BROOMFIELD, CO 80021

BIDS OPENED JUNE 16, 2015
CONTRACT EXECUTION 7/23/2015

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

PROPOSAL

DATE AND TIME OF BID OPENING: **JUNE 16, 2015 AT 2:00 PM**

CONTRACT ID C203290
WBS 34820.3.FS29

FEDERAL-AID NO. NHF-0708(62)

COUNTY GUILFORD

T.I.P. NO. U-2524BC

MILES 0.985

ROUTE NO.

LOCATION GREENSBORO W LOOP FROM I-73/I-840 TO SR-2085 (JOSEPH BRYAN BLVD) INTERCHANGE.

TYPE OF WORK GRADING, DRAINAGE, PAVING, AUX LANES, ITS & STRUCTURES.

NOTICE:

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

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A ROADWAY & STRUCTURE PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. C203290 IN GUILFORD 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. C203290; 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. C203290 in Guilford 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

DocuSigned by:

Randy A. Garris

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5/8/2015

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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 **July 27, 2015**.

The completion date for this contract is **March 1, 2017**.

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 **July 27, 2015**.

The completion date for this intermediate contract time is **September 2, 2016**.

The liquidated damages for this intermediate contract time are **One Thousand Five Hundred Dollars (\$1,500.00)** per calendar day.

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

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 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 **SR-2085 (Joseph M. Bryan Boulevard, -L-)** during the following time restrictions:

DAY AND TIME RESTRICTIONS

MONDAY-SUNDAY
6:00 AM to 8:00 PM

In addition, the Contractor shall not close or narrow a lane of traffic on **SR-2085 (Joseph M. Bryan Boulevard, -L-)**, 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 AM December 31st and 8:00 PM January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 8:00 PM the following Tuesday.
3. For **Easter**, between the hours of 6:00 AM Thursday and 8:00 PM Monday.
4. For **Memorial Day**, between the hours of 6:00 AM Friday and 8:00 PM Tuesday.
5. For **Independence Day**, between the hours of 6:00 AM the day before Independence Day and 8:00 PM the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of 6:00 AM the Thursday before Independence Day and 8:00 PM the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of 6:00 AM Friday and 8:00 PM Tuesday.
7. For **Thanksgiving Day**, between the hours of 6:00 AM Tuesday and 8:00 PM Monday.
8. For **Christmas**, between the hours of 6:00 AM the Friday before the week of Christmas Day and 8:00 PM the following Tuesday after the week of Christmas Day.

SPECIAL EVENTS

1. For **Furniture Market**, between the hours of 6:00 AM Saturday October 17th to 8:00 PM Thursday October 22nd, 2015. Between the hours of 6:00 AM Saturday April 16th to 8:00 PM Thursday April 21st, 2016. Also, between the hours of 6:00 AM Saturday October 15th to 8:00 PM Thursday October 20th, 2016.
2. For **Wyndham Golf Championship**, between the hours of 6:00 AM Monday August 17th to 8:00 PM Sunday August 23rd, 2015. Also, between the hours of 6:00 AM Monday August 15th to 8:00 PM Sunday August 21st, 2016.

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 Two Hundred Fifty Dollars (\$1,250.00)** per 15 minute time period.

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 D

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for road closures and restoring traffic to the existing traffic pattern. The Contractor shall not close Bryan Boulevard WB On Ramp –RPCA- during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday – Sunday
5:00 AM – 12:00 AM (Midnight)

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

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

The liquidated damages are **Two Thousand Dollars (\$2,000.00)** per hour.

INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 E

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for road closures and restoring traffic to the existing traffic pattern. The Contractor shall not close Bryan Boulevard –L- during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday – Sunday
5:00 AM – 12:00 AM (Midnight)

The maximum allowable time for Girder Installation, Bridge Demo, Overhead Sign Removal/Installation is 30 minutes for Bryan Boulevard –L-. 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 the road closures according to the time restrictions stated herein.

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

The liquidated damages are **Two Thousand Five Hundred Dollars (\$2,500.00)** 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.

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 |
|---------------|----------------------------------------------|
| 34 — | Asphalt Concrete Base Course, Type B25.0C |
| 38 — | Asphalt Concrete Surface Course, Type SF9.5C |
| 142 — | Reinforced Concrete Deck Slab |
| 148 — | Modified 72" Prestressed Concrete Girders |

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 |
|---------------|-----------------------------|
| 50-57 | Guardrail |
| 61-70 | Signing |
| 83-91 | Long-Life Pavement Markings |
| 97-98 | Permanent Pavement Markers |
| 100-103 | Utility Construction |
| 104-129 | Erosion Control |
| 130-138 | Signals/ITS System |

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 \$ **2.0563** 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. 5-19-15)

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:

| | | |
|------|---------------------|---------------------------------|
| 2016 | (7/01/15 - 6/30/16) | 92 % of Total Amount Bid |
| 2017 | (7/01/16 - 6/30/17) | 8 % 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\(Federal\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20(Federal).docx)

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where DBEs quoted on the project. This sheet is submitted with good faith effort packages.
<http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls>

DBE Goal

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

Disadvantaged Business Enterprises **11.0 %**

- (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.

CONTRACTOR'S LICENSE REQUIREMENTS:

(7-1-95)

102-14

SP1 G88

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

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:

(11-22-94)

108-5

SP1 G100

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

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

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

SUBSURFACE INFORMATION:

(7-1-95)

450

SP1 G112 D

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

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.

VALUE ENGINEERING PROPOSAL:

(05-19-15)

104

SP01 G116

Revise the *2012 Standard Specifications* as follows:

Page 1-36, Subarticle 104-12(B) Evaluation of Proposals, lines 42-44, replace the fourth sentence of the second paragraph with the following:

Pending execution of a formal supplemental agreement implementing an approved VEP and transferal of final plans (hard copy and electronic) sealed by an engineer licensed in the State of North Carolina incorporating an approved VEP to the Resident Engineer and the State Value Management Engineer, the Contractor shall remain obligated to perform the work in accordance with the terms of the existing contract.

Page 1-37, Subarticle 104-12(D) Preliminary Review, lines 9-12, replace the first sentence of the first paragraph with the following:

Should the Contractor desire a preliminary review of a possible VEP, before expending considerable time and expense in full development, a copy of the Preliminary VEP shall be submitted to the Resident Engineer and the State Value Management Engineer at ValueManagementUnit@ncdot.gov.

Page 1-37, Subarticle 104-12(E) Final Proposal, lines 22-23, replace the first sentence of the first paragraph with the following:

A copy of the Final VEP shall be submitted by the Contractor to the Resident Engineer and the State Value Management Engineer at ValueManagementUnit@ncdot.gov.

Page 1-38, Subarticle 104-12(F) Modifications, lines 2-8, replace the first paragraph with the following:

To facilitate the preparation of revisions to contract drawings, the Contractor may purchase reproducible copies of drawings for his use through the Department's Value Management Unit. The preparation of new design drawings by or for the Contractor shall be coordinated with the appropriate Design Branch through the State Value Management Engineer. The Contractor shall provide, at no charge to the Department, one set of reproducible drawings of the approved design needed to implement the VEP. Drawings (hard copy and electronic) which are sealed by an engineer licensed in the State of North Carolina shall be submitted to the State Value Management Engineer no later than ten (10) business days after acceptance of a VEP unless otherwise permitted.

Page 1-38, Subarticle 104-12(F) Modifications, line 17, add the following at the end of the third paragraph:

Supplemental agreements executed for design-bid-build contracts shall reflect any realized savings in the corresponding line items. Supplemental agreements executed for design-build

contracts shall add one line item deducting the full savings from the total contract price and one line item crediting the Contractor with 50% of the total VEP savings.

Page 1-38, Subarticle 104-12(F) Modifications, lines 45-47, replace the eighth paragraph with the following:

Unless and until a supplemental agreement is executed and issued by the Department and final plans (hard copy and electronic) sealed by an engineer licensed in the State of North Carolina incorporating an approved VEP have been provided to the Resident Engineer and the State Value Management Engineer, the Contractor shall remain obligated to perform the work in accordance with the terms of the existing contract.

RESOURCE CONSERVATION AND ENV. SUSTAINABLE PRACTICES:

(5-21-13) (Rev. 5-19-15)

104-13

SP1 G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(3), and NCGS 136-28.8, it is the objective of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, to find ways to recycle and reuse materials, to consider and minimize, where economically feasible, the environmental impacts associated with agency land use and acquisition, construction, maintenance and facility management for the benefit of the Citizens of North Carolina.

To achieve the mission of reducing environmental impacts across the state, the Department is committed to supporting the efforts to initiate, develop and use products and construction methods that incorporate the use of recycled, solid waste products and environmentally sustainable practices in accordance with Article 104-13 of the *Standard Specifications*.

Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills and any practice that minimizes the environmental impact on the project annually on the Project Construction Reuse and Recycling Reporting Form. The Project Construction Reuse and Recycling Reporting Form and a location tool for local recycling facilities are available at:

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

Submit the Project Construction Reuse and Recycling Reporting Form by August 1 annually to valuemanagementunit@ncdot.gov. For questions regarding the form or reporting, please contact the State Value Management Engineer at 919-707-4810.

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

SP1 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.

COOPERATION BETWEEN CONTRACTORS:

(7-1-95)

105-7

SP1 G133

The Contractor's attention is directed to Article 105-7 of the *2012 Standard Specifications*.

TIP Project U-2524C (C203197) located on SR-2085 (Joseph M. Bryan Blvd.) is currently under construction and will not be completed prior to letting this project.

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

TWELVE MONTH GUARANTEE:

(7-15-03)

108

SP1 G145

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

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

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

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

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*.

BURNING RESTRICTIONS:

(7-1-95)

200, 210, 215

SP2 R05

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

SHOULDER AND FILL SLOPE MATERIAL:

(5-21-02)

235, 560

SP2 R45 A

Description

Perform the required shoulder and slope construction for this project in accordance with the applicable requirements of Section 560 and Section 235 of the *2012 Standard Specifications*.

Measurement and Payment

Where the material has been obtained from an authorized stockpile or from a borrow source and *Borrow Excavation* is not included in the contract, no direct payment will be made for this work, as the cost of this work will be part of the work being paid at the contract lump sum price for *Grading*. If *Borrow Excavation* is included in this contract and the material has been obtained from an authorized stockpile or from a borrow source, measurement and payment will be as provided in Section 230 of the *2012 Standard Specifications* for *Borrow Excavation*.

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.

BRIDGE APPROACH FILLS:

(10-19-10) (Rev. 1-17-12)

422

SP4 R02

Description

Bridge approach fills include bridge approach fills for sub regional tier bridges and reinforced bridge approach fills. Construct bridge approach fills in accordance with the contract and Standard Drawing No. 422.10 or 422.11 of the *2012 Roadway Standard Drawings*. Define “geosynthetics” as geotextiles or geomembranes.

Materials

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

| Item | Section |
|-------------------------------|----------------|
| Anchor Pins | 1056-2 |
| Geotextiles | 1056 |
| Portland Cement Concrete | 1000 |
| Select Material | 1016 |
| Subsurface Drainage Materials | 1044 |
| Wire Staples | 1060-8(D) |

For bridge approach fills for sub regional tier bridges, provide Type 1 geotextile for filtration geotextiles. For reinforced bridge approach fills, provide Type 5 geotextile for geotextile reinforcement and Type 1 geotextile and No. 78M stone for drains. Use Class B concrete for concrete pads.

Use Class III or V select material for reinforced bridge approach fills and only Class V select material (standard size No. 78M stone) for bridge approach fills for sub regional tier bridges. Provide PVC pipes, fittings and outlet pipes for subsurface drainage materials. For drains and PVC pipes behind end bents, use pipes with perforations that meet AASHTO M 278.

Use PVC, HDPE or linear low density polyethylene (LLDPE) geomembranes for reinforced bridge approach fills. For PVC geomembranes, provide grade PVC30 geomembranes that meet ASTM D7176. For HDPE and LLDPE geomembranes, use geomembranes with a nominal thickness of at least 30 mils that meet Geosynthetic Research Institute Standard Specifications GM13 or GM17, respectively. Handle and store geomembranes in accordance with Article 1056-2 of the *2012 Standard Specifications*. Provide material certifications for geomembranes in accordance with Article 1056-3 of the *2012 Standard Specifications*.

Construction Methods

Excavate as necessary for bridge approach fills in accordance with the contract. Notify the Engineer when foundation excavation is complete. Do not place geomembranes or filtration geotextiles until excavation dimensions and foundation material are approved. Attach geomembranes and filtration geotextiles to end bent cap back and wing walls with adhesives, tapes or other approved methods. Glue or weld geomembrane seams to prevent leakage.

For reinforced bridge approach fills, place geotextile reinforcement within 3" of locations shown in Standard Drawing No. 422.10 of the *2012 Roadway Standard Drawings* and in slight tension free of kinks, folds, wrinkles or creases. Install geotextile reinforcement with the orientation, dimensions and number of layers shown in Standard Drawing No. 422.10 of the *2012 Roadway Standard Drawings*. Place first layer of geotextile reinforcement directly on geomembranes with no void or material in between. Install geotextile reinforcement with the machine direction (MD) parallel to the roadway centerline. The MD is the direction of the length or long dimension of the geotextile roll. Do not splice or overlap geotextile reinforcement in the MD so seams are perpendicular to the roadway centerline. Wrap geotextile reinforcement at end bent cap back and wing walls as shown in Standard Drawing No. 422.10 of the *2012 Roadway Standard Drawings* and directed by the Engineer. Extend geotextile reinforcement at least 4 ft back behind end bent cap back and wing walls into select material.

Overlap adjacent geotextiles at least 18" with seams oriented parallel to the roadway centerline. Hold geotextiles in place with wire staples or anchor pins as needed. Contact the Engineer when existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with geosynthetics.

For reinforced bridge approach fills, construct one foot square drains consisting of 4" diameter continuous perforated PVC pipes surrounded by No. 78M stone wrapped in Type 1 geotextiles. Install drains in accordance with Standard Drawing No. 422.10 of the *2012 Roadway Standard Drawings*. For bridge approach fills for sub regional tier bridges, install 4" diameter continuous perforated PVC drain pipes in accordance with Standard Drawing No. 422.11 of the *2012 Roadway Standard Drawings*.

Use solvent cement to connect PVC pipes so joints do not leak. Connect perforated pipes to outlet pipes just behind wing walls. Provide drain pipes and drains with positive drainage towards outlets. Place pipe sleeves in or under wing walls for outlet pipes so positive drainage is maintained. Use sleeves that can withstand wing wall loads.

Place select material in 8" to 10" thick lifts. Use only hand operated compaction equipment to compact select material for bridge approach fills. Compact Class III select material in accordance with Subarticle 235-3(C) of the *2012 Standard Specifications*. Compact No. 78M stone with a vibratory compactor to the satisfaction of the Engineer. Do not displace or damage geosynthetics, drain pipes or drains when placing and compacting select material. End dumping directly on geosynthetics is not permitted. Do not operate heavy equipment on geosynthetics, drain pipes or drains until they are covered with at least 8" of select material. Replace any damaged geosynthetics, drain pipes or drains to the satisfaction of the Engineer.

Cover open ends of outlet pipes with rodent screens as shown in Standard Drawing No. 815.03 of the *2012 Roadway Standard Drawings*. Connect ends of outlet pipes to concrete pads or existing drainage structures as directed by the Engineer. Construct concrete pads with an Ordinary surface finish that meets Subarticle 825-6(B) of the *2012 Standard Specifications*.

Measurement and Payment

Reinforced Bridge Approach Fill, Station ____ will be paid at the contract lump sum price. The contract lump sum price for *Reinforced Bridge Approach Fill, Station ____* will be full compensation for labor, tools, equipment and reinforced bridge approach fill materials, excavating, backfilling, hauling and removing excavated materials, compacting select material, connecting outlet pipes to existing drainage structures and supplying select materials, geosynthetics, drains, pipe sleeves and outlet components and any incidentals necessary to construct all reinforced bridge approach fills at each bridge.

Bridge Approach Fill - Sub Regional Tier, Station ____ will be paid at the contract lump sum price. The contract lump sum price for *Bridge Approach Fill - Sub Regional Tier, Station ____* will be full compensation for labor, tools, equipment and bridge approach fill materials, excavating, backfilling, hauling and removing excavated materials, compacting No. 78M stone, connecting outlet pipes to existing drainage structures and supplying No. 78M stone, filtration geotextiles, drain pipes, pipe sleeves and outlet components and any incidentals necessary to construct all bridge approach fills at each sub regional tier bridge.

Payment will be made under:

| | |
|--------------------------------------------------------|-----------------|
| Pay Item | Pay Unit |
| Reinforced Bridge Approach Fill, Station ____ | Lump Sum |
| Bridge Approach Fill - Sub Regional Tier, Station ____ | Lump Sum |

ASPHALT PAVEMENTS - SUPERPAVE:

(6-19-12) (Rev. 4-21-15)

605, 609, 610, 650

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.

| TABLE 605-1 APPLICATION RATES FOR TACK COAT | |
|--------------------------------------------------------|-----------------------------|
| 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:

| 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:

| 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:

| <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 |

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 **\$ 483.08** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **May 1, 2015**.

FINAL SURFACE TESTING NOT REQUIRED:

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

610

SP6 R45

Final surface testing is not required on this project.

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 |

FOUNDATIONS AND ANCHOR ROD ASSEMBLIES FOR METAL POLES:

(1-17-12) (Rev. 5-19-15)

9, 14, 17

SP9 R05

Description

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

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

This provision does not apply to materials and anchor rod assemblies for standard foundations for low level light standards. See Section 1405 of the *2012 Standard Specifications* and Standard Drawing No. 1405.01 of the *2012 Roadway Standard Drawings* for materials and anchor rod assemblies for standard foundations. For construction of standard foundations for low level light standards, standard foundations are considered footings in this provision.

This provision does not apply to foundations for signal pedestals; see Section 1743 of the *2012 Standard Specifications* and Standard Drawing No. 1743.01 of the *2012 Roadway Standard Drawings*.

Materials

Refer to the *2012 Standard Specifications*.

| Item | Section |
|----------------|----------------|
| Conduit | 1091-3 |
| Grout, Type 2 | 1003 |
| Polymer Slurry | 411-2(B) |

| Item | Section |
|--------------------------|----------------|
| Portland Cement Concrete | 1000 |
| Reinforcing Steel | 1070 |
| Rollers and Chairs | 411-2(C) |
| Temporary Casings | 411-2(A) |

Provide Type 3 material certifications in accordance with Article 106-3 of the *2012 Standard Specifications* for conduit, rollers, chairs and anchor rod assemblies. Store steel materials on blocking at least 12" above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Load, transport, unload and store foundation and anchor rod assembly materials so materials are kept clean and free of damage. Bent, damaged or defective materials will be rejected.

Use conduit type in accordance with the contract. Use Class A concrete for footings and pedestals, Class Drilled Pier concrete for drilled piers and Class AA concrete for grade beams and wings including portions of drilled piers above bottom of wings elevations. Corrugated temporary casings may be accepted at the discretion of the Engineer. A list of approved polymer slurry products is available from:

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

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

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

Do not use lock washers. Use steel anchor rods, nuts and washers that meet ASTM F1554 for Grade 55 rods and Grade A nuts. Use steel plates and washers embedded in concrete with a thickness of at least 1/4". Galvanize anchor rods and exposed nuts and washers in accordance with Article 1076-4 of the *2012 Standard Specifications*. It is not necessary to galvanize nuts, plates and washers embedded in concrete.

Construction Methods

Install the required size and number of conduits in foundations in accordance with the plans and accepted submittals. Construct top of piers, footings, pedestals, grade beams and wings flat, level and within 1" of elevations shown in the plans or approved by the Engineer. Provide an Ordinary Surface finish in accordance with Subarticle 825-6(B) of the *2012 Standard Specifications* for portions of foundations exposed above finished grade. Do not remove anchor bolt templates or pedestal or grade beam forms or erect metal poles or upright trusses onto foundations until concrete attains a compressive strength of at least 3,000 psi.

(A) Drilled Piers

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

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

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

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

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

Contain and dispose of drilling spoils and waste concrete as directed and in accordance with Section 802 of the *2012 Standard Specifications*. Drilling spoils consist of all materials and fluids removed from excavations.

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

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

Use polymer slurry and additives to stabilize holes in accordance with the slurry manufacturer's recommendations. Provide mixing water and equipment suitable for polymer slurry. Maintain polymer slurry at all times so slurry meets Table 411-3 of the *2012 Standard Specifications* except for sand content.

Define a "sample set" as slurry samples collected from mid-height and within 2 ft of the bottom of holes. Take sample sets from excavations to test polymer slurry immediately

after filling holes with slurry, at least every 4 hours thereafter and immediately before placing concrete. Do not place Drilled Pier concrete until both slurry samples from an excavation meet the required polymer slurry properties. If any slurry test results do not meet the requirements, the Engineer may suspend drilling until both samples from a sample set meet the required slurry properties.

Remove soft and loose material from bottom of holes using augers to the satisfaction of the Engineer. Assemble rebar cages and place cages and Drilled Pier concrete in accordance with Subarticle 411-4(E) of the *2012 Standard Specifications* except for the following:

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

If wet placement of concrete is anticipated or encountered, do not place Drilled Pier concrete until a concrete placement procedure is approved. If applicable, temporary casings and fluids may be removed when concrete placement is paused or stopped in accordance with the exceptions above provided holes are stable. Remove contaminated concrete from exposed Drilled Pier concrete after removing casings and fluids. If holes are unstable, do not remove temporary casings until a procedure for placing anchor rod assemblies and conduit or constructing grade beams or wings is approved.

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

If drilled piers are questionable, pile integrity testing (PIT) and further investigation may be required in accordance with Article 411-5 of the *2012 Standard Specifications*. A drilled pier will be considered defective in accordance with Subarticle 411-5(D) of the *2012 Standard Specifications* and drilled pier acceptance is based in part on the criteria in Article 411-6 of the *2012 Standard Specifications* except for the top of pier tolerances in Subarticle 411-6(C) of the *2012 Standard Specifications*.

If a drilled pier is under further investigation, do not grout core holes, backfill around the pier or perform any work on the drilled pier until the Engineer accepts the pier. If the drilled pier is accepted, dewater and grout core holes and backfill around the pier with approved material to finished grade. If the Engineer determines a pier is unacceptable, remediation is required in accordance with Article 411-6 of the *2012 Standard Specifications*. No extension of completion date or time will be allowed for remediation of unacceptable drilled piers or post repair testing.

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

(B) Footings, Pedestals, Grade Beams and Wings

Excavate as necessary for footings, grade beams and wings in accordance with the plans, accepted submittals and Section 410 of the *2012 Standard Specifications*. If unstable, caving or sloughing materials are anticipated or encountered, shore foundation excavations as needed with an approved method. Notify the Engineer when foundation excavation is complete. Do not place concrete or reinforcing steel until excavation dimensions and foundation material are approved.

Construct cast-in-place reinforced concrete footings, pedestals, grade beams and wings with the dimensions shown in the plans and in accordance with Section 825 of the *2012 Standard Specifications*. Use forms to construct portions of pedestals and grade beams protruding above finished grade. Provide a chamfer with a 3/4" horizontal width for pedestal and grade beam edges exposed above finished grade. Backfill and fill in accordance with Article 410-8 of the *2012 Standard Specifications*. Proper compaction around footings and wings is critical for foundations to resist uplift and torsion forces. Place concrete against undisturbed soil and do not use forms for standard foundations for low level light standards.

(C) Anchor Rod Assemblies

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

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

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

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

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

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

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

- (11) Ensure nuts, washers and base plate are in firm contact with each other for each anchor rod. Cables, mast arms and trusses may now be attached to metal poles and upright trusses.

- (12) Between 4 and 14 days after pretensioning top nuts, use a torque wrench calibrated within the last 12 months to check nuts in the presence of the Engineer. Completely erect mast arm poles and cantilever signs and attach any hardware before checking top nuts for these structures. Check that top nuts meet the following torque requirements:

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

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

- (13) Do not grout under base plate.

Measurement and Payment

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

No payment will be made for temporary casings that remain in drilled pier excavations. No payment will be made for PIT. No payment will be made for further investigation of defective piers. Further investigation of piers that are not defective will be paid as extra work in accordance with Article 104-7 of the *2012 Standard Specifications*. No payment will be made for remediation of unacceptable drilled piers or post repair testing.

MATERIALS:

(2-21-12) (Rev. 5-19-15)

1000, 1002, 1005, 1018, 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:

If any change is made to the mix design, submit a new mix design (with the exception of an approved pozzolan source change).

If any major change is made to the mix design, also submit new test results showing the mix design conforms to the criteria. Define a major change to the mix design as:

- (1) A source change in coarse aggregate, fine aggregate or cement.
- (2) A pozzolan class or type change (e.g. Class F fly ash to Class C fly ash).
- (3) A quantitative change in coarse aggregate (applies to an increase or decrease greater than 5%), fine aggregate (applies to an increase or decrease greater than 5%), water (applies to an increase only), cement (applies to a decrease only), or pozzolan (applies to an increase or decrease greater than 5%).

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

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 | Section |
|------------------------|----------------|
| Type IL Blended Cement | 1024-1 |

Page 10-1, Subarticle 1000-3(A), Composition and Design, lines 25-27, replace the second paragraph with the following:

Fly ash may be substituted for cement in the mix design up to 30% at a rate of 1.0 lb of fly ash to each pound of cement replaced.

Page 10-2, Subarticle 1000-3(A), Composition and Design, lines 12-21, delete the third paragraph through the sixth paragraph beginning with "If any change is made to the mix design, submit..." through "... (applies to a decrease only)."

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

| TABLE 1000-1 REQUIREMENTS FOR CONCRETE | | | | | | | | | | | |
|-------------------------------------------|--------------------------------------------------|----------------------------|-------------------|----------------------------|-------------------|---------------------------------------|--------------------|----------------|--------------|--------------|--------------|
| 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. |
| <i>Units</i> | <i>psi</i> | | | | | <i>inch</i> | <i>inch</i> | <i>lb/cy</i> | <i>lb/cy</i> | <i>lb/cy</i> | <i>lb/cy</i> |
| 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 | 1.5 machine-placed 2.5 hand-placed | 4 | 508 | - | 545 | - |
| Sand Light-weight | 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 | - | Flow-able | - | - | 40 | 100 |
| Flowable Fill non-excavatable | 125 | as needed | as needed | as needed | as needed | - | Flow-able | - | - | 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 10-6, Subarticle 1000-4(I), Use of Fly Ash, lines 36-2, replace the first paragraph with the following:

Fly ash may be substituted for cement in the mix design up to 30% at a rate of 1.0 lb of fly ash to each pound of cement replaced. Use Table 1000-1 to determine the maximum allowable water-cementitious material (cement + fly ash) ratio for the classes of concrete listed.

Page 10-7, Table 1000-3, MAXIMUM WATER-CEMENTITIOUS MATERIAL RATIO, delete the table.

Page 10-7, Article 1000-5, HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE, lines 30-31, delete the second sentence of the third paragraph.

Page 10-19, Article 1002-3, SHOTCRETE FOR TEMPORARY SUPPORT OF EXCAVATIONS, line 30, add the following at the end of Section 1002:

(H) Handling and Storing Test Panels

Notify the Area Materials Engineer when preconstruction or production test panels are made within 24 hours of shooting the panels. Field cure and protect test panels from damage in accordance with ASTM C1140 until the Department transports panels to the Materials and Tests Regional Laboratory for coring.

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 10-40, Tables 1018-1 and 1018-2, PIEDMONT, WESTERN AND COASTAL AREA CRITERIA FOR ACCEPTANCE OF BORROW MATERIAL, under second column in both tables, replace second row with the following:

Acceptable, but not to be used in the top 3 ft of embankment or backfill

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 10-46, Table 1024-1, POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE, replace with the following:

| TABLE 1024-1 POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE | |
|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| Pozzolan | Rate |
| Class F Fly Ash | 20% - 30% by weight of required cement content with 1.0 lb Class F fly ash per lb of cement replaced |
| Ground Granulated Blast Furnace Slag | 35%-50% by weight of required cement content with 1.0 lb slag per lb of cement replaced |
| Microsilica | 4%-8% by weight of required cement content with 1.0 lb microsilica per lb of cement replaced |

Page 10-47, Subarticle 1024-3(B), Approved Sources, lines 16-18, replace the second sentence of the second paragraph with the following:

Tests shall be performed by AASHTO's designated National Transportation Product Evaluation Program (NTPEP) laboratory for concrete admixture testing.

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 10-73, Article 1056-4, GEOTEXTILES, line 33, add the following after the first sentence in the second paragraph:

Geotextiles will be identified by the product name printed directly on the geotextile. When geotextiles are not marked with a product name or marked with only a manufacturing plant identification code, geotextiles will be identified by product labels attached to the geotextile wrapping. When identification is based on labels instead of markings, unwrap geotextiles just before use in the presence of the Engineer to confirm that the product labels on both ends of the outside of the geotextile outer wrapping match the labels affixed to both ends of the inside of the geotextile roll core. Partial geotextile roles without the product name printed on the geotextile or product labels affixed to the geotextile roll core may not be used.

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

| TABLE 1056-1 GEOTEXTILE REQUIREMENTS | | | | | | |
|-----------------------------------------|---------------------------------------------------------------------------------------------|-----------------------------------|-----------------------------|-----------------------------------|-------------------------------------------------------------------------|-------------|
| Property | Requirement | | | | | Test Method |
| | Type 1 | Type 2 | Type 3 ^A | Type 4 | Type 5 ^B | |
| <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 ^C | 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 ^C (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,C} | ASTM D4491 |
| Apparent Opening Size | | | | | 0.60 mm ^F | ASTM D4751 |
| UV Stability (Retained Strength) | | | | | 70% ^{C, G} | ASTM D4355 |

- A. Minimum roll width of 36" required.
- B. Minimum roll width of 13 ft required.
- C. MARV per Article 1056-3.
- D. AASHTO M 288.
- E. US Sieve No. per AASHTO M 92.
- F. Maximum average roll value.
- G. After 500 hours of exposure.

Page 10-74, Article 1056-5, GEOCOMPOSITES, lines 7-8, replace the first sentence with the following:

Provide geocomposite drain strips with a width of at least 12" and Type 1 geotextiles attached to drainage cores that meet Table 1056-2.

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

| 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 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 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, Table 1092-3 MINIMUM COEFFICIENT OF RETROREFLECTION FOR NC GRADE A, replace 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 |

SELECT MATERIAL, CLASS III, TYPE 3:

(1-17-12)

1016, 1044

SP10 R05

Revise the *2012 Standard Specifications* as follows:

Page 10-39, Article 1016-3, CLASS III, add the following after line 14:

Type 3 Select Material

Type 3 select material is a natural or manufactured fine aggregate material meeting the following gradation requirements and as described in Sections 1005 and 1006:

| Percentage of Total by Weight Passing | | | | | | | |
|---------------------------------------|--------|--------|-------|-------|------|------|------|
| 3/8" | #4 | #8 | #16 | #30 | #50 | #100 | #200 |
| 100 | 95-100 | 65-100 | 35-95 | 15-75 | 5-35 | 0-25 | 0-8 |

Page 10-39, Article 1016-3, CLASS III, line 15, replace “either type” with “Type 1, Type 2 or Type 3”.

Page 10-62, Article 1044-1, line 36, delete the sentence and replace with the following:

Subdrain fine aggregate shall meet Class III select material, Type 1 or Type 3.

Page 10-63, Article 1044-2, line 2, delete the sentence and replace with the following:

Subdrain coarse aggregate shall meet Class V select material.

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.

GROUT PRODUCTION AND DELIVERY:

(3-17-15)

1003

SP10 R20

Revise the *2012 Standard Specifications* as follows:

Replace Section 1003 with the following:

**SECTION 1003
GROUT PRODUCTION AND DELIVERY**

1003-1 DESCRIPTION

This section addresses cement grout to be used for structures, foundations, retaining walls, concrete barriers, embankments, pavements and other applications in accordance with the contract. Produce non-metallic grout composed of Portland cement and water and at the Contractor's option or as required, aggregate and pozzolans. Include chemical admixtures as required or needed. Provide sand cement or neat cement grout as required. Define "sand cement grout" as grout with only fine aggregate and "neat cement grout" as grout without aggregate.

The types of grout with their typical uses are as shown below:

Type 1 – A cement grout with only a 3-day strength requirement and a fluid consistency that is typically used for filling subsurface voids.

Type 2 – A nonshrink grout with strength, height change and flow conforming to ASTM C1107 that is typically used for foundations, ground anchors and soil nails.

Type 3 – A nonshrink grout with high early strength and freeze-thaw durability requirements that is typically used in pile blockouts, grout pockets, shear keys, dowel holes and recesses for concrete barriers and structures.

Type 4 – A neat cement grout with low strength, a fluid consistency and high fly ash content that is typically used for slab jacking.

Type 5 – A low slump, low mobility sand cement grout with minimal strength that is typically used for compaction grouting.

1003-2 MATERIALS

Refer to Division 10.

| Item | Section |
|--------------------------------------|----------------|
| Chemical Admixtures | 1024-3 |
| Fine Aggregate | 1014-1 |
| Fly Ash | 1024-5 |
| Ground Granulated Blast Furnace Slag | 1024-6 |
| Portland Cement | 1024-1 |
| Silica Fume | 1024-7 |
| Water | 1024-4 |

Do not use grout that contains soluble chlorides or more than 1% soluble sulfate. At the Contractor's option, use an approved packaged grout instead of the materials above except for water. Use packaged grouts that are on the NCDOT Approved Products List.

Use admixtures for grout that are on the NCDOT Approved Products List or other admixtures in accordance with Subarticle 1024-3(E) except do not use concrete additives or unclassified or other admixtures in Type 4 or 5 grout. Use Class F fly ash for Type 4 grout and Type II Portland cement for Type 5 grout.

Use well graded rounded aggregate with a gradation, liquid limit (LL) and plasticity index (PI) that meet Table 1003-1 for Type 5 grout. Fly ash may be substituted for a portion of the fines in the aggregate. Do not use any other pozzolans in Type 5 grout.

**TABLE 1003-1
AGGREGATE REQUIREMENTS FOR TYPE 5 GROUT**

| Gradation | | Maximum Liquid Limit | Maximum Plasticity Index |
|----------------------------------------------|---------------------------------------------|---------------------------------|-------------------------------------|
| Sieve Designation per AASHTO M 92 | Percentage Passing (% by weight) | | |
| 3/8" | 100 | N/A | N/A |
| No. 4 | 70 – 95 | | |
| No. 8 | 50 – 90 | | |
| No. 16 | 30 – 80 | | |
| No. 30 | 25 – 70 | | |
| No. 50 | 20 – 50 | | |
| No. 100 | 15 – 40 | 25 | 10 |
| No. 200 | 10 – 30 | | |

1003-3 COMPOSITION AND DESIGN

When using an approved packaged grout, a grout mix design submittal is not required. Otherwise, submit proposed grout mix designs for each grout mix to be used in the work. Mixes for all grout shall be designed by a Certified Concrete Mix Design Technician or an Engineer licensed by the State of North Carolina. Mix proportions shall be determined by a testing laboratory approved by the Department. Base grout mix designs on laboratory trial batches that meet Table 1003-2 and this section. With permission, the Contractor may use a quantity of chemical admixture within the range shown on the current list of approved admixtures maintained by the Materials and Tests Unit.

Submit grout mix designs in terms of saturated surface dry weights on Materials and Tests Form 312U at least 35 days before proposed use. Adjust batch proportions to compensate for surface moisture contained in the aggregates at the time of batching. Changes in the saturated surface dry mix proportions will not be permitted unless revised grout mix designs have been submitted to the Engineer and approved.

Accompany Materials and Tests Form 312U with a listing of laboratory test results of compressive strength, density and flow or slump and if applicable, aggregate gradation, durability and height change. List the compressive strength of at least three 2" cubes at the age of 3 and 28 days.

The Engineer will review the grout mix design for compliance with the contract and notify the Contractor as to its acceptability. Do not use a grout mix until written notice has been received. Acceptance of the grout mix design or use of approved packaged grouts does not relieve the Contractor of his responsibility to furnish a product that meets the contract. Upon written request from the Contractor, a grout mix design accepted and used satisfactorily on any Department project may be accepted for use on other projects.

Perform laboratory tests in accordance with the following test procedures:

| Property | Test Method |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------|
| Aggregate Gradation ^A | AASHTO T 27 |
| Compressive Strength | AASHTO T 106 |
| Density (Unit Weight) | AASHTO T 121, AASHTO T 133 ^B , ANSI/API RP ^C 13B-1 ^B (Section 4, Mud Balance) |
| Durability | AASHTO T 161 ^D |
| Flow | ASTM C939 (Flow Cone) |
| Height Change | ASTM C1090 ^E |
| Slump | AASHTO T 119 |

A. Applicable to grout with aggregate.

B. Applicable to Neat Cement Grout.

C. American National Standards Institute/American Petroleum Institute Recommended Practice.

D. Procedure A (Rapid Freezing and Thawing in Water) required.

E. Moist room storage required.

1003-4 GROUT REQUIREMENTS

Provide grout types in accordance with the contract. Use grouts with properties that meet Table 1003-2. The compressive strength of the grout will be considered the average compressive strength test results of three 2" cubes at each age. Make cubes that meet AASHTO T 106 from the grout delivered for the work or mixed on-site. Make cubes at such frequencies as the Engineer may determine and cure them in accordance with AASHTO T 106.

| Type of Grout | Minimum Compressive Strength at | | Height Change at 28 days | Flow ^A /Slump ^B | Minimum Durability Factor |
|----------------|---------------------------------|-----------|--------------------------|-----------------------------------------------------------|---------------------------|
| | 3 days | 28 days | | | |
| 1 | 3,000 psi | – | – | 10 – 30 sec | – |
| 2 | Table 1 ^C | | | Fluid Consistency ^C | – |
| 3 | 5,000 psi | – | 0 – 0.2% | Per Accepted Grout Mix Design/ Approved Packaged Grout | 80 |
| 4 ^D | 600 psi | 1,500 psi | – | 10 – 26 sec | – |
| 5 | – | 500 psi | – | 1 – 3" | – |

A. Applicable to Type 1 through 4 grouts.

B. Applicable to Type 5 grout.

C. ASTM C1107.

D. Use Type 4 grout with proportions by volume of 1 part cement and 3 parts fly ash.

1003-5 TEMPERATURE REQUIREMENTS

When using an approved packaged grout, follow the manufacturer's instructions for grout and air temperature at the time of placement. Otherwise, the grout temperature at the time of placement shall be not less than 50°F nor more than 90°F. Do not place grout when the air temperature measured at the location of the grouting operation in the shade away from artificial heat is below 40°F.

1003-6 ELAPSED TIME FOR PLACING GROUT

Agitate grout continuously before placement. Regulate the delivery so the maximum interval between the placing of batches at the work site does not exceed 20 minutes. Place grout before exceeding the times in Table 1003-3. Measure the elapsed time as the time between adding the mixing water to the grout mix and placing the grout.

| Air or Grout Temperature, Whichever is Higher | Maximum Elapsed Time | |
|--------------------------------------------------|-----------------------------|--------------------------|
| | No Retarding Admixture Used | Retarding Admixture Used |
| 90°F or above | 30 minutes | 1 hr. 15 minutes |
| 80°F through 89°F | 45 minutes | 1 hr. 30 minutes |
| 79°F or below | 60 minutes | 1 hr. 45 minutes |

1003-7 MIXING AND DELIVERY

Use grout free of any lumps and undispersed cement. When using an approved packaged grout, mix grout in accordance with the manufacturer's instructions. Otherwise, comply with Articles 1000-8 through 1000-12 to the extent applicable for grout instead of concrete.

TEMPORARY SHORING:

(2-20-07) (Rev. 3-17-15)

SP11 R02

Description

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

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

(A) Cantilever and Braced Shoring

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

(B) Anchored Shoring

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

(C) Temporary MSE Walls

Temporary MSE walls include temporary geosynthetic and wire walls. Define “temporary wall” as a temporary MSE wall. Define “reinforcement” as geotextile, geogrid, welded wire grid or metallic strip reinforcement.

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

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

(D) Embedment

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

(E) Positive Protection

Define “unanchored or anchored portable concrete barrier” as portable concrete barrier (PCB) that meets Standard Drawing No. 1170.01 of the *2012 Roadway Standard Drawings*. Define “concrete barrier” as unanchored or anchored PCB or an approved equal. Define “temporary guardrail” as temporary steel beam guardrail that meets Standard Drawing No. 862.02 of the *2012 Roadway Standard Drawings*.

Materials

Refer to the *2012 Standard Specifications*.

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

Item

Wire Staples

Section

1060-8(D)

Provide Type 6 material certifications for shoring materials in accordance with Article 106-3 of the *2012 Standard Specifications*. Use Class IV select material (standard size No. ABC) for temporary guardrail. Use neat cement grout for Type 2 grout for ground anchors. Use Class A concrete that meets Article 450-2 of the *2012 Standard Specifications* or Type 1 grout for drilled-in piles. Provide untreated timber with a thickness of at least 3" and a bending stress of at least 1,000 psi for timber lagging. Provide steel bracing that meets ASTM A36.

(A) Shoring Backfill

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

(B) Anchors

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

(1) Ground Anchors

Use high-strength deformed steel bars that meet AASHTO M 275 or seven-wire strands that meet ASTM A886 or Article 1070-5 of the *2012 Standard Specifications*. Splice bars in accordance with Article 1070-9 of the *2012 Standard Specifications*. Do not splice strands. Use bondbreakers, spacers and centralizers that meet Article 6.3.5 of the *AASHTO LRFD Bridge Construction Specifications*.

(2) Helical Anchors

Use helical anchors with an ICC Evaluation Service, Inc. (ICC-ES) report. Helical anchors without an ICC-ES report may be approved at the discretion of the Engineer. Provide couplers, thread bar adapters and bolts recommended by the Anchor Manufacturer to connect helical anchors together and to piles.

(3) Anchorages

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

(C) Temporary Walls

(1) Welded Wire Facing

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

(2) Geotextiles

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

(3) Geogrid Reinforcement

Handle and store geogrids in accordance with Article 1056-2 of the *2012 Standard Specifications*. Define “machine direction” (MD) and “cross-machine direction” (CD) for geogrids in accordance with ASTM D4439.

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

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

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

(4) Welded Wire Grid and Metallic Strip Reinforcement

Provide welded wire grid and metallic strip reinforcement supplied by the Wire Wall Vendor or a manufacturer approved or licensed by the vendor. Use welded wire grid reinforcement (“mesh”, “mats” and “ladders”) that meet Article 1070-3 of the *2012 Standard Specifications* and metallic strip reinforcement (“straps”) that meet ASTM A572 or A1011.

Preconstruction Requirements**(A) Concrete Barrier**

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

(B) Temporary Guardrail

Define “clear distance” behind temporary guardrail as the horizontal distance between guardrail posts and temporary shoring. At the Contractor’s option or if clear distance for cantilever, braced and anchored shoring is less than 4 ft, attach guardrail to traffic side of shoring as shown in the plans. Place ABC in clear distance and around guardrail posts instead of pavement. Do not use temporary guardrail above temporary walls.

(C) Temporary Shoring Designs

Before beginning temporary shoring design, survey existing ground elevations in the vicinity of shoring locations to determine actual design heights (H). Submit 8 copies of working drawings and 3 copies of design calculations and a PDF copy of each for temporary shoring designs in accordance with Article 105-2 of the *2012 Standard Specifications*. Submit working drawings showing plan views, shoring profiles, typical sections and details of temporary shoring design and construction sequence. Do not begin shoring construction until a design submittal is accepted.

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

Use a prequalified MSE Wall Design Consultant to design temporary walls. Provide temporary wall designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for the MSE Wall Design Consultant. Include details in temporary wall working drawings of geotextile and reinforcement types, locations and directions and obstructions extending through walls or interfering with reinforcement.

(1) Soil Parameters

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

(a) Unit weight (γ) = 120 lb/cf;

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

(c) Cohesion (c) = 0 lb/sf.

(2) Traffic Surcharge

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

(3) Cantilever, Braced and Anchored Shoring Designs

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

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

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

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

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

(4) Temporary Wall Designs

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

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

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

Do not use more than 4 different reinforcement strengths for each temporary geosynthetic wall. Design temporary geotextile walls for a reinforcement coverage ratio (R_c) of 1.0 and temporary geogrid walls for an R_c of at least 0.8. For geogrid reinforcement with an R_c of less than 1.0, use a maximum horizontal clearance between geogrids of 3 ft and stagger reinforcement so geogrids are centered over gaps in the reinforcement layer below.

For temporary geosynthetic walls, use "L" shaped welded wire facing with 18" to 24" long legs. Locate geotextile or geogrid reinforcement so reinforcement layers

are at the same level as the horizontal legs of welded wire facing. Use vertical reinforcement spacing equal to facing height. Wrap geotextile or geogrid reinforcement behind welded wire facing and extend reinforcement at least 3 ft back behind facing into shoring backfill.

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

(D) Preconstruction Meeting

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

Construction Methods

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

Install positive protection in accordance with the contract and accepted submittals. Use PCB in accordance with Section 1170 of the *2012 Standard Specifications* and Standard Drawing No. 1170.01 of the *2012 Roadway Standard Drawings*. Use temporary guardrail in accordance with Section 862 of the *2012 Standard Specifications* and Standard Drawing No. 862.01, 862.02 and 862.03 of the *2012 Roadway Standard Drawings*.

(A) Tolerances

Construct shoring with the following tolerances:

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

(B) Cantilever, Braced and Anchored Shoring Installation

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

(1) Pile Installation

Install piles with the minimum required embedment and extension in accordance with Subarticles 450-3(D) and 450-3(E) of the *2012 Standard Specifications* except that a pile driving equipment data form is not required. Piles may be installed with a vibratory hammer as approved by the Engineer.

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

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

(2) Excavation

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

(3) Anchor Installation

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

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

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

(4) Anchor Testing

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

(a) Anchor Acceptance

Anchor acceptance is based in part on the following criteria.

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

(b) Anchor Test Results

Submit 2 copies of anchor test records including movement versus load plots for each load increment within 24 hours of completing each row of anchors. The Engineer will review the test records to determine if the anchors are acceptable.

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

(C) Temporary Wall Installation

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

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

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

Place reinforcement within 3" of locations shown in the plans and accepted submittals and in slight tension free of kinks, folds, wrinkles or creases. Install reinforcement with the direction shown in the plans and accepted submittals. For temporary wire walls with separate reinforcement and facing components, attach welded wire grid or metallic strip

reinforcement to welded wire facing as shown in the accepted submittals. Do not splice or overlap reinforcement so seams are parallel to the wall face. Contact the Engineer when unanticipated existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with reinforcement.

Place shoring backfill in the reinforced zone in 8" to 10" thick lifts. Compact A-2-4 soil and Class II, Type 1 and Class III select material in accordance with Subarticle 235-3(C) of the *2012 Standard Specifications*. Use only hand operated compaction equipment to compact backfill within 3 ft of welded wire facing. At a distance greater than 3 ft, compact shoring backfill 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 backfill. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet. Do not displace or damage reinforcement when placing and compacting shoring backfill. End dumping directly on geotextile or geogrid reinforcement is not permitted. Do not operate heavy equipment on reinforcement until it is covered with at least 8" of shoring backfill. Replace any damaged reinforcement to the satisfaction of the Engineer.

Backfill for temporary walls outside the reinforced zone in accordance with Article 410-8 of the *2012 Standard Specifications*. Bench temporary walls into the sides of excavations where applicable. For temporary geosynthetic walls with top of wall within 5 ft of finished grade, remove top facing and incorporate top reinforcement layer into fill when placing fill in front of wall. Temporary walls remain in place permanently unless otherwise required.

Measurement and Payment

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

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

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

PCB will be measured and paid in accordance with Section 1170 of the *2012 Standard Specifications*. No additional payment will be made for anchoring PCB for temporary shoring. Costs for anchoring PCB will be incidental to temporary shoring.

Temporary guardrail will be measured and paid for in accordance with Section 862 of the *2012 Standard Specifications*.

Payment will be made under:

| Pay Item | Pay Unit |
|-------------------|-----------------|
| Temporary Shoring | Square Foot |

TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS:

(8-21-12)

1101.02

SP11 R10

Revise the *2012 Roadway Standard Drawings* as follows:

Drawing No. 1101.02, Sheet 12, TEMPORARY LANE CLOSURES, replace General Note #11 with the following:

11- TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS (TMCMS) USED ON SHADOW VEHICLES FOR "IN LANE" ACTIVITIES SHALL BE A MINIMUM OF 43" X 73". THE DISPLAY PANEL SHALL HAVE FULL MATRIX CAPABILITY WITH THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

12- TMCMS USED FOR ADVANCED WARNING ON VEHICLES LOCATED ON THE SHOULDER MAY BE SMALLER THAN 43" X 73". THE DISPLAY PANEL SHALL HAVE THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

Drawing No. 1101.02, Sheet 13, TEMPORARY LANE CLOSURES, replace General Note #12 with the following:

12- TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS (TMCMS) USED ON SHADOW VEHICLES FOR "IN LANE" ACTIVITIES SHALL BE A MINIMUM OF 43" X 73". THE DISPLAY PANEL SHALL HAVE FULL MATRIX CAPABILITY WITH THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

13- TMCMS USED FOR ADVANCED WARNING ON VEHICLES LOCATED ON THE SHOULDER MAY BE SMALLER THAN 43" X 73". THE DISPLAY PANEL SHALL HAVE THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

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. 04-21-15)

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 7

Page 7-1, Article 700-3, CONCRETE HAULING EQUIPMENT, line 33, replace “competition” with “completion”.

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.

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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.

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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.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

STANDARD SPECIAL PROVISION
MINIMUM WAGES
GENERAL DECISION NC150101 01/23/2015 NC101

Z-101

Date: January 23, 2015

General Decision Number: NC150101 01/23/2015 NC101

Superseded General Decision Numbers: NC20140101

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

| | | |
|----------|-------------|------------|
| Alamance | Forsyth | Randolph |
| Anson | Gaston | Rockingham |
| Cabarrus | Guilford | Stokes |
| Chatham | Mecklenburg | Union |
| Davie | Orange | Yadkin |
| Durham | Person | |

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number

0

1

Publication Date

01/02/2015

01/23/2015

SUNC2014-003 11/14/2014

| | Rates | Fringes |
|--------------------------------|-------|---------|
| BLASTER | 18.64 | |
| CARPENTER | 13.68 | .05 |
| CEMENT MASON/CONCRETE FINISHER | 13.93 | |
| ELECTRICIAN | | |
| Electrician | 18.79 | 2.72 |
| Telecommunications Technician | 15.19 | 1.25 |
| IRONWORKER | 13.30 | |
| LABORER | | |
| Asphalt Raker and Spreader | 12.78 | |

| | Rates | Fringes |
|-------------------------------------------|-------|---------|
| Asphalt Screed/Jackman | 14.50 | |
| Carpenter Tender | 12.51 | .27 |
| Cement Mason/Concrete Finisher Tender | 11.04 | |
| Common or General | 10.40 | .01 |
| Guardrail/Fence Installer | 13.22 | |
| Pipelayer | 12.43 | |
| Traffic Signal/Lighting Installer | 15.65 | .24 |
| PAINTER | | |
| Bridge | 23.77 | |
| POWER EQUIPMENT OPERATORS | | |
| Asphalt Broom Tractor | 10.00 | |
| Bulldozer Fine | 16.13 | |
| Bulldozer Rough | 14.36 | |
| Concrete Grinder/Groover | 17.92 | |
| Crane Boom Trucks | 18.19 | |
| Crane Other | 19.83 | |
| Crane Rough/All-Terrain | 19.10 | |
| Drill Operator Rock | 14.28 | |
| Drill Operator Structure | 20.89 | |
| Excavator Fine | 16.95 | |
| Excavator Rough | 13.63 | |
| Grader/Blade Fine | 19.84 | |
| Grader/Blade Rough | 15.47 | |
| Loader 2 Cubic Yards or Less | 13.31 | |
| Loader Greater Than 2 Cubic Yards | 16.19 | |
| Material Transfer Vehicle (Shuttle Buggy) | 15.44 | |
| Mechanic | 17.51 | |
| Milling Machine | 15.22 | |
| Off-Road Hauler/Water Tanker | 11.83 | |
| Oiler/Greaser | 14.16 | |
| Pavement Marking Equipment | 12.05 | |
| Paver Asphalt | 15.97 | |
| Paver Concrete | 18.20 | |
| Roller Asphalt Breakdown | 12.79 | |
| Roller Asphalt Finish | 13.76 | |
| Roller Other | 12.08 | |
| Scraper Finish | 12.65 | |
| Scraper Rough | 11.50 | |
| Slip Form Machine | 19.60 | |
| Tack Truck/Distributor Operator | 14.82 | |
| TRUCK DRIVER | | |
| GVWR of 26,000 Lbs or Greater | 11.45 | |
| GVWR of 26,000 Lbs or Less | 13.57 | .03 |

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

PROJECT SPECIAL PROVISIONS

GEOTECHNICAL

REINFORCED SOIL SLOPES (SPECIAL)

GT-1.1 - GT-1.3

GEOTEXTILE FOR PAVEMENT STABILIZATION (1/21/2014)

GT-2.1 - GT-2.2

STANDARD SHORING (3/17/2015)

GT-3.1 - GT-3.4

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Geotechnical Engineering Unit

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4/28/2015

REINFORCED SOIL SLOPES:**(SPECIAL)****Description**

Construct reinforced soil slopes (RSS) consisting of select material and geogrid reinforcement in the reinforced zone with permanent soil reinforcement matting on slope faces. Construct RSS in accordance with the contract and if included in the plans, Standard Drawing No. 1803.01. RSS are required to reinforce embankments and stabilize slopes at locations shown in the plans and as directed. Define “geogrids” as primary or secondary geogrids and “standard RSS” as a RSS that meets the standard reinforced soil slope drawing (Standard Drawing No. 1803.01).

Materials

Refer to Division 10 of the *Standard Specifications*.

| Item | Section |
|---------------------------|----------------|
| Anchor Pins | 1056-2 |
| Select Material | 1016 |
| Shoulder and Slope Borrow | 1019-2 |
| Wire Staples | 1060-8(D) |

Unless required otherwise in the plans, use Class I, II or III select material in the reinforced zone for 1.5:1 (H:V) or flatter RSS. For RSS steeper than 1.5:1 (H:V), use Class I select material in the reinforced zone that meets Article 1019-2 of the *Standard Specifications* except for select material that meets AASHTO M 145 for soil classifications A-4 and A-5. Do not use A-4 or A-5 soil or Class II or III select material for RSS steeper than 1.5:1 (H:V).

Use permanent soil reinforcement matting on slope faces of RSS that meets the *Permanent Soil Reinforcement Mat* provision.

(A) Geogrids

Handle and store geogrids in accordance with Article 1056-2 of the *Standard Specifications*. Define “machine direction” (MD) and “cross-machine direction” (CD) for geogrids in accordance with ASTM D4439. Provide Type 1 material certifications for geogrid strengths in the MD and CD in accordance with Article 1056-3 of the *Standard Specifications*. Test geogrids in accordance with ASTM D6637.

Use geogrids with a roll width of at least 4 ft. Use primary geogrids with an “approved” status code and secondary geogrids with an “approved” or “approved for provisional use” status code. Do not use geogrids with an “approved for provisional use” status code for primary geogrids. The list of approved geogrids is available from:
connect.ncdot.gov/resources/Materials/Pages/SoilsLaboratory.aspx

Provide geogrids with design strengths in accordance with the plans. For standard RSS and based on actual RSS angle and height and select material to be used in the reinforced zone at each standard RSS location, provide geogrids with long-term design strengths in accordance with Standard Drawing No. 1803.01. Geogrids are typically approved for ultimate tensile strengths in the MD and CD or long-term design strengths for a 75-year design life in the MD based on material type. Define material type from the website above for select material as follows:

| Material Type | Select Material |
|----------------|---------------------------------------|
| Borrow | Class I Select Material |
| Fine Aggregate | Class II or Class III Select Material |

If the website does not list a long-term design strength in the MD for an approved geogrid, do not use the geogrid for primary geogrid. If the website does not list a long-term design strength in the CD for an approved geogrid, use a long-term design strength equal to the ultimate tensile strength divided by 7 for the secondary geogrid

Construction Methods

Before starting RSS construction, the Engineer may require a preconstruction meeting to discuss the construction and inspection of the RSS. If required, schedule this meeting after all material certifications have been submitted. The Resident or District Engineer, Roadway Construction Engineer, Geotechnical Operations Engineer, Contractor and RSS Contractor Superintendent will attend this preconstruction meeting.

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

Excavate as necessary for RSS in accordance with the contract. Maintain a horizontal clearance of at least 12" between the ends of primary geogrids and limits of reinforced zone as shown in the plans. When excavating existing slopes, bench slopes in accordance with Subarticle 235-3(A) of the *Standard Specifications*. Notify the Engineer when excavation is complete. Do not place primary geogrids until excavation dimensions and in-situ material are approved.

Place geogrids within 3" of locations shown in the plans and in slight tension free of kinks, folds, wrinkles or creases. Hold geogrids in place with wire staples or anchor pins as needed. Install geogrids with the orientation, dimensions and number of layers shown in the plans. Contact the Engineer when existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with geogrids. If necessary, the top geogrid layer may be lowered up to 9" to avoid obstructions. Extend geogrids to slope faces.

Install primary geogrids with the MD perpendicular to the embankment centerline. The MD is the direction of the length or long dimension of the geogrid roll. Unless shown otherwise in the plans, do not splice or overlap primary geogrids in the MD so splices or overlaps are parallel to toe of RSS. Unless shown otherwise in the plans and except for clearances at the ends of primary geogrids, completely cover select material at each primary geogrid layer with geogrid so primary geogrids are adjacent to each other in the CD, i.e., perpendicular to the MD. The CD is the direction of the width or short dimension of the geogrid roll.

Install secondary geogrids with MD parallel to toe of RSS. Secondary geogrids should be continuous for each secondary geogrid layer. If secondary geogrid roll length is too short, overlap ends of secondary geogrid rolls at least 12" in the direction that select material will be placed to prevent lifting the edge of the top geogrid.

Place select material in the reinforced zone in 8" to 10" thick lifts and compact material in accordance with Subarticle 235-3(C) of the *Standard Specifications*. For RSS steeper than 1.5:1 (H:V), compact slope faces with an approved method. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet. Do not displace or damage geogrids when

placing and compacting select material. End dumping directly on geogrids is not permitted. Do not operate heavy equipment on geogrids until they are covered with at least 8" of select material. To prevent damaging geogrids, minimize turning and avoid sudden braking and sharp turns with compaction equipment. Replace any damaged geogrids to the satisfaction of the Engineer. Construct remaining portions of embankments outside the reinforced zone in accordance with Section 235 of the *Standard Specifications*.

Plate slope faces of RSS with at least 6" of shoulder and slope borrow except when select material in the reinforced zone meets Article 1019-2 of the *Standard Specifications*. Install permanent soil reinforcement matting in accordance with the *Permanent Soil Reinforcement Mat* provision to minimize sloughing of RSS until vegetation is established. Seed slope faces and install permanent soil reinforcement matting as soon as possible to prevent erosion damage to slope faces of RSS. If damage occurs, repair RSS and reseed slope faces before installing matting.

Measurement and Payment

Reinforced Soil Slopes will be measured and paid in square yards. RSS will be measured along the slope faces of RSS before installing permanent soil reinforcement matting as the square yards of RSS. No payment will be made for repairing damaged RSS.

The contract unit price for *Reinforced Soil Slopes* will be full compensation for providing labor, tools, equipment and RSS materials, compacting select materials and supplying and placing geogrids, select material, shoulder and slope borrow and any incidentals necessary to construct RSS except for permanent soil reinforcement matting. The contract unit price for *Reinforced Soil Slopes* will also be full compensation for excavating and hauling and removing excavated materials to install RSS.

Permanent soil reinforcement matting will be measured and paid in accordance with the *Permanent Soil Reinforcement Mat* provision.

Payment will be made under:

Pay Item

Reinforced Soil Slopes

Pay Unit

Square Yard



DocuSigned by:
Harold Pruitt 4/16/2015
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GEOTEXTILE FOR PAVEMENT STABILIZATION:**(1-21-14)****Description**

Furnish and place geotextile for pavement stabilization in accordance with the contract. Geotextile for pavement stabilization may be required to prevent pavement cracking and provide separation between the subgrade and pavement section at locations shown in the plans and as directed.

Materials

Refer to Division 10 of the *Standard Specifications*.

Item

Geotextiles

Section

1056

Provide Type 5 geotextile for geotextile for pavement stabilization that meets the following requirements:

| GEOTEXTILE FOR PAVEMENT STABILIZATION REQUIREMENTS | | |
|-----------------------------------------------------------|---------------------------------------|--------------------|
| Property | Requirement (MARV^A) | Test Method |
| Tensile Strength @ 5% Strain (MD & CD ^A) | 1,900 lb/ft | ASTM D4595 |
| Ultimate Tensile Strength (MD & CD ^A) | 4,800 lb/ft | ASTM D4595 |
| Melting Point | 300° F | ASTM D276 |

A. Define “minimum average roll value” (MARV), “machine direction” (MD) and “cross-machine direction” (CD) in accordance with ASTM D4439.

Construction Methods

Notify the Engineer when the roadbed is completed within 2" of subgrade elevation. The Engineer will sample and test subgrade soils for quality to determine if geotextile for pavement stabilization is required at locations shown in the plans and other locations as directed. For subgrades without stabilization, allow 24 days to determine if geotextile for pavement stabilization is required. For stabilized subgrades with geotextile for pavement stabilization, stabilize subgrade soils to 12" beyond the base course as shown in the plans.

Place geotextile for pavement stabilization on subgrades immediately below pavement sections as shown in the plans and in slight tension free of kinks, folds, wrinkles or creases. Install geotextiles with the MD perpendicular to the roadway centerline. The MD is the direction of the length or long dimension of the geotextile roll. Do not splice or overlap geotextiles in the MD so splices or overlaps are parallel to the roadway centerline. Extend geotextile for pavement stabilization 12" beyond the base course as shown in the plans.

Completely cover subgrades with geotextile for pavement stabilization so geotextiles are adjacent to each other in the CD, i.e., perpendicular to the MD. The CD is the direction of the width or short dimension of the geotextile roll. Overlapping geotextiles in the CD is permitted but not required. Overlap geotextiles in the direction that base course will be placed to prevent lifting the edge of the top geotextile.

For asphalt base courses, asphalt mixture temperatures in the truck may not exceed 315° F at the time of placement. Do not damage geotextile for pavement stabilization when constructing base courses. Place and compact base courses in accordance with the *Standard Specifications*. Do not operate heavy equipment on geotextiles any more than necessary to construct pavement sections. Replace any damaged geotextiles to the satisfaction of the Engineer.

Measurement and Payment

Geotextile for Pavement Stabilization will be measured and paid in square yards. Geotextiles will be measured along subgrades as the square yards of exposed geotextiles before placing base courses. No measurement will be made for overlapping geotextiles. The contract unit price for *Geotextile for Pavement Stabilization* will be full compensation for providing, transporting and placing geotextiles.

Payment will be made under:

Pay Item

Geotextile for Pavement Stabilization

Pay Unit

Square Yard



DocuSigned by:
Scott A. Hidden
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4/17/2015

STANDARD SHORING:**(3-17-15)****Description**

Standard shoring includes standard temporary shoring and standard temporary mechanically stabilized earth (MSE) walls. At the Contractor's option, use standard shoring as noted in the plans or as directed. When using standard shoring, a temporary shoring design submittal is not required. Construct standard shoring based on actual elevations and shoring dimensions in accordance with the contract and Standard Detail No. 1801.01 or 1801.02.

Define "standard temporary shoring" as cantilever shoring that meets the standard temporary shoring detail (Standard Detail No. 1801.01). Define "standard temporary wall" as a temporary MSE wall with geotextile or geogrid reinforcement that meets the standard temporary wall detail (Standard Detail No. 1801.02). Define "standard temporary geotextile wall" as a standard temporary wall with geotextile reinforcement and "standard temporary geogrid wall" as a standard temporary wall with geogrid reinforcement. Define "geosynthetics" as geotextiles or geogrids.

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

Materials

Refer to the *Standard Specifications*.

| Item | Section |
|--------------------------------|----------------|
| Anchor Pins | 1056-2 |
| Concrete Barrier Materials | 1170-2 |
| Flowable Fill, Excavatable | 1000-6 |
| Geotextiles | 1056 |
| Grout, Type 1 | 1003 |
| Portland Cement Concrete | 1000 |
| Select Material | 1016 |
| Steel Beam Guardrail Materials | 862-2 |
| Steel Sheet Piles and H-Piles | 1084 |
| Untreated Timber | 1082-2 |
| Welded Wire Reinforcement | 1070-3 |
| Wire Staples | 1060-8(D) |

Provide Type 6 material certifications for shoring materials. Use Class IV select material (standard size No. ABC) for temporary guardrail. Use Class A concrete that meets Article 450-2 of the *Standard Specifications* or grout for drilled-in piles.

Based on actual shoring height, positive protection, groundwater elevation, slope or surcharge case and traffic impact at each standard temporary shoring location, use sheet piles with the minimum required section modulus or H-piles with the sizes shown in Standard Detail No. 1801.01. Use untreated timber with a thickness of at least 3" and a bending stress of at least 1,000 psi for timber lagging.

(A) Shoring Backfill

Use Class II, Type 1, Class III, Class V or Class VI select material or material that meets

AASHTO M 145 for soil classification A-2-4 with a maximum PI of 6 for shoring backfill except do not use the following:

- (1) A-2-4 soil for backfill around culverts,
- (2) A-2-4 soil in the reinforced zone of standard temporary walls with a back slope and
- (3) Class VI select material in the reinforced zone of standard temporary geotextile walls.

(B) Standard Temporary Walls

Use welded wire reinforcement for welded wire facing, struts and wires with the dimensions and minimum wire sizes shown in Standard Detail No. 1801.02. Provide Type 2 geotextile for separation and retention geotextiles. Define “machine direction” (MD) and “cross-machine direction” (CD) for geosynthetics in accordance with ASTM D4439. Do not use more than 4 different reinforcement strengths for each standard temporary wall.

(1) Geotextile Reinforcement

Provide Type 5 geotextile for geotextile reinforcement with a mass per unit area of at least 8 oz/sy in accordance with ASTM D5261. Based on actual wall height, groundwater elevation, slope or surcharge case and shoring backfill to be used in the reinforced zone at each standard temporary geotextile wall location, provide geotextiles with ultimate tensile strengths as shown in Standard Detail No. 1801.02.

(2) Geogrid Reinforcement

Handle and store geogrids in accordance with Article 1056-2 of the *Standard Specifications*. Use geogrids with a roll width of at least 4 ft and an “approved” or “approved for provisional use” status code. The list of approved geogrids is available from:

connect.ncdot.gov/resources/Materials/Pages/SoilsLaboratory.aspx

Based on actual wall height, groundwater elevation, slope or surcharge case and shoring backfill to be used in the reinforced zone at each standard temporary geogrid wall location, provide geogrids for geogrid reinforcement with short-term design strengths as shown in Standard Detail No. 1801.02. Geogrids are typically approved for ultimate tensile strengths in the MD and CD or short-term design strengths for a 3-year design life in the MD based on material type. Define material type from the website above for shoring backfill as follows:

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

If the website does not list a short-term design strength for an approved geogrid, use a short-term design strength equal to the ultimate tensile strength divided by

3.5 for the geogrid reinforcement.

Preconstruction Requirements

(A) Concrete Barrier

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

(B) Temporary Guardrail

Define “clear distance” behind temporary guardrail as the horizontal distance between guardrail posts and standard shoring. At the Contractor’s option or if clear distance for standard temporary shoring is less than 4 ft, attach guardrail to traffic side of shoring as shown in the plans. Place ABC in clear distance and around guardrail posts instead of pavement. Do not use temporary guardrail above standard temporary walls.

(C) Standard Shoring Selection Forms

Before beginning standard shoring construction, survey existing ground elevations in the vicinity of standard shoring locations to determine actual shoring or wall heights (H). Submit a standard shoring selection form for each location at least 7 days before starting standard shoring construction. Standard shoring selection forms are available from: connect.ncdot.gov/resources/Geological/Pages/Geotech_Forms_Details.aspx

(D) Preconstruction Meeting

The Engineer may require a shoring preconstruction meeting to discuss the construction and inspection of the standard shoring. If required, schedule this meeting after all standard shoring selection forms have been submitted. The Resident, District or Bridge Maintenance Engineer, Bridge or Roadway Construction Engineer, Geotechnical Operations Engineer, Contractor and Shoring Contractor Superintendent will attend this preconstruction meeting.

Construction Methods

Construct standard shoring in accordance with the *Temporary Shoring* provision.

(A) Standard Temporary Shoring Installation

Based on actual shoring height, positive protection, groundwater elevation, slope or surcharge case and traffic impact at each standard temporary shoring location, install piles with the minimum required embedment and extension for each shoring section in accordance with Standard Detail No. 1801.01. For concrete barrier above and next to standard temporary shoring and temporary guardrail above and attached to standard temporary shoring, use “surcharge case with traffic impact” in accordance with Standard Detail No. 1801.01. Otherwise, use “slope or surcharge case with no traffic impact” in accordance with Standard Detail No. 1801.01. If refusal is reached before driven piles attain the minimum required embedment, use drilled-in H-piles with timber lagging for standard temporary shoring.

(B) Standard Temporary Walls Installation

Based on actual wall height, groundwater elevation, slope or surcharge case, geotextile or geogrid reinforcement and shoring backfill in the reinforced zone at each standard temporary wall location, construct walls with the minimum required reinforcement length and number of reinforcement layers for each wall section in accordance with Standard Detail No. 1801.02. For standard temporary walls with pile foundations in the reinforced zone, drive piles through reinforcement after constructing temporary walls.

For standard temporary walls with interior angles less than 90°, wrap geosynthetics at acute corners as directed by the Engineer. Place geosynthetics as shown in Standard Detail No. 1801.02. Place separation geotextiles between shoring backfill and backfill, natural ground or culverts along the sides of the reinforced zone perpendicular to the wall face. For Class V or VI select material in the reinforced zone, place separation geotextiles between shoring backfill and backfill or natural ground on top of and at the back of the reinforced zone.

Measurement and Payment

Standard shoring will be measured and paid in accordance with the *Temporary Shoring* provision.



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4/28/2015



DocuSigned by:
Ronald W. King
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OVERHEAD AND DYNAMIC MESSAGE SIGN FOUNDATIONS

Description

Sign foundations include foundations for overhead and dynamic message signs (DMS) supported by metal poles or upright trusses. Sign foundations consist of footings with pedestals or drilled piers with or without grade beams or wings, conduit and anchor rod assemblies. Construct sign foundations in accordance with the contract and accepted submittals. Define “cantilever sign” as an overhead cantilever sign support in accordance with Figure 1-1 of the *AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*.

Materials

Use sign foundation materials that meet the *Foundations and Anchor Rod Assemblies for Metal Poles* provision.

Assumed Subsurface Conditions

Assume the following soil parameters and groundwater elevation for sign foundations unless these subsurface conditions are not applicable to sign locations:

- (A) Unit weight (γ) = 120 lb/cf,
- (B) Friction angle (ϕ) = 30°,
- (C) Cohesion (c) = 0 lb/sf and
- (D) Groundwater 7 ft below finished grade.

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

Subsurface Investigations

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

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

Sign Foundation Designs

Design sign foundations for the wind zone and clearances shown in the plans and the slope of finished grade at each sign location. Use the assumed soil parameters and groundwater elevation above for sign foundation designs unless a subsurface investigation is required. For sign locations requiring a subsurface investigation, design sign foundations for the subsurface conditions at each sign location. Design footings, pedestals, drilled piers, grade beams and wings in accordance with the 6th Edition of the *AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*. In some instances, conflicts with drainage structures may dictate sign foundation types.

Design footings in accordance with Section 4.4 of the *AASHTO Standard Specifications for Highway Bridges*. Do not use an allowable bearing pressure of more than 3,000 lb/sf for footings.

Design drilled piers for side resistance only in accordance with Section 4.6 of the *AASHTO Standard Specifications for Highway Bridges* except reduce ultimate side resistance by 25% for uplift. Use the computer software LPILE version 6.0 or later manufactured by Ensoft, Inc. to analyze drilled piers. Provide drilled pier designs with a horizontal deflection of less than 1" at top of piers. For cantilever signs with single drilled pier foundations supporting metal poles, use wings to resist torsion forces. Provide drilled pier designs with a factor of safety of at least 2.0 for torsion.

For drilled pier sign foundations supporting upright trusses, use dual drilled piers connected with a grade beam having a moment of inertia approximately equal to that of either pier. The Broms' method is acceptable to analyze drilled piers with grade beams instead of LPILE. Use a safety factor of at least 3.5 for the Broms' design method in accordance with C13.6.1.1 of the *AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*.

Submit boring logs, if any, working drawings and design calculations for acceptance in accordance with Article 105-2 of the *2012 Standard Specifications*. Submit working drawings showing plan views, required foundation dimensions and elevations and typical sections with reinforcement, conduit and anchor rod assembly details. Include all boring logs, design calculations and LPILE output for sign foundation design submittals. Have sign foundations designed, detailed and sealed by an engineer licensed in the state of North Carolina.

Construction Methods

Construct footings, pedestals, drilled piers, grade beams and wings and install anchor rod assemblies for sign foundations in accordance with the *Foundations and Anchor Rod Assemblies for Metal Poles* provision.

Measurement and Payment

Overhead Footings will be measured and paid in cubic yards. Sign foundations will be measured as the cubic yards of foundation concrete for footings, pedestals, drilled piers, grade beams and wings shown on the accepted submittals. The contract unit price for *Overhead Footings* will be full compensation for providing labor, tools, equipment and foundation materials, stabilizing or shoring excavations and supplying concrete, reinforcing steel, conduit, anchor rod assemblies and any incidentals necessary to construct sign foundations. Subsurface investigations required by the Engineer will be paid as extra work in accordance with Article 104-7 of the *2012 Standard Specifications*.

Payment will be made under:

Pay Item
Overhead Footings

Pay Unit
Cubic Yard



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Ronald W. King
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4/28/2015

OVERHEAD SIGN SUPPORTS

Description

Design, fabricate, furnish and erect various types of overhead sign assemblies. Fabricate supporting structures using tubular members of either aluminum or steel. The types of overhead sign assemblies included in this specification are span structures, cantilever structures and sign structures attached to bridges.

Materials

| | |
|---------------------------|-----------------------|
| Structural Steel | Section 1072 |
| Overhead Sign Structures | Section 1096 |
| Signing Materials | Section 1092 |
| Organic Zinc Repair Paint | Article 1080-9 |
| Reinforcing Steel | Section 1070 |
| Direct Tension Indicators | Sections 440 and 1072 |

Construction Methods

A. General

Fabricate overhead sign assemblies in accordance with the details shown in the approved working drawings and the requirements of these specifications.

No welding, cutting or drilling will be permitted in the field, unless approved by the Engineer.

Drill bolt holes and slots to finished size. Holes may also be punched to finished size, provided the diameter of the punched holes is at least twice the thickness of the metal being punched. Flame cutting of bolt holes and slots is not permitted.

Erect sign panels in accordance with the requirements for Type A or B signs as indicated in the plans or Roadway Standard Drawings. Field drill two holes per connection in the Z bars for attaching signs to overhead structures. Provide two U-bolts at each U-bolt connection such as each truss chord to sign hanger and each truss chord to walkway support or light support. Provide two U-bolts at each U-bolt connection where ends of truss chords are supported. The minimum diameter of all U-bolts is 1/2 inch.

For all U-bolt connections of hanger beams to overhead assembly truss chords, provide all U-bolts with a flat washer and double nuts at each end of the U-bolts. All double nuts that are on any U-bolt shall be the same thickness and weight. When assembled, the double nuts shall be brought tight against each other by the use of two wrenches.

Use two coats of a zinc-rich paint to touch up minor scars on all galvanized materials.

For high strength bolted connections, use direct tension indicators. Galvanize bolts, nuts and washers in accordance with the Standard Specifications.

B. Shop Drawings

Design the overhead sign supports, including foundations, prior to fabrication. Submit design calculations and working drawings of the designs to the Engineer for review and acceptance.

Have a professional engineer registered in the State of North Carolina perform the computations and render a set of sealed, signed and dated drawings detailing the construction of each structure.

Submit to the Engineer for review and acceptance complete design and fabrication details for each overhead sign assembly, including foundations and brackets for supporting the signs and maintenance walkways, if applicable, electrical control boxes, and lighting luminaires. Base design upon the revised structure line drawings, wind load area and the wind speed shown in the plans, and in accordance with the *Standard Specifications for Structural Structures for Highway Signs, Luminaires and Traffic Signals*.

Submit thirteen (13) copies of completely detailed working drawings and one copy of the design calculations including all design assumptions for each overhead sign assembly to the Engineer for approval prior to fabrication. Working drawings shall include complete design and fabrication details (including foundations); provisions for attaching signs, maintenance walkways (when applicable), lighting luminaires to supporting structures, applicable material specifications, and any other information necessary for procuring and replacing any part of the complete overhead sign assembly.

Allow 40 days for initial working drawing review after the Engineer receives them. If revisions to working drawings are required, an additional 40 days shall be required for review and approval of the final working drawings.

Approval of working drawings by the Engineer shall not relieve the Contractor of responsibility for the correctness of the drawings, or for the fit of all shop and field connections and anchors.

C. Design and Fabrication

The following criteria govern the design of overhead sign assemblies:

Design shall be in accordance with the Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, 5th Edition, 2009 and the 2010 and 2011 Interim Revisions.

Within this Specification, there are several design criteria that are owner specified. They include:

- Overhead cantilever sign structures shall include galloping loads (exclude four-chord horizontal trusses).
- The natural wind gust speed in North Carolina shall be assumed to be 11.6 mph.
- The fatigue importance category used in the design, for each type of structure, shall be for:
 - Cantilever structures with span greater than 50 feet – Fatigue Category I.
 -
 - Cantilever structures with span less than or equal to 50 feet – Fatigue Category II.
- Non-cantilever structures – Fatigue Category II

The following Specification interpretations or criteria shall be used in the design of overhead sign assemblies:

- For design of supporting upright posts or columns, the effective length factor for columns “K”, as provided for in Appendix B, Section B.5, shall be taken as the following, unless otherwise approved by the Engineer:
 - Case 1 For a single upright post of cantilever or span type overhead sign structure, the effective column length factor, “K”, shall be taken as 2.0.
 - Case 2 For twin post truss-type upright post with the post connected to one chord of a horizontal truss, the effective column length factor for that column shall be taken as 2.0.
 - Case 3 For twin post truss-type upright post with the post connected to two truss chords of a horizontal tri-chord or box truss, the effective column length factor for that column shall be taken as 1.65
- For twin post truss-type uprights, the unbraced length of the post shall be from the chord to post connection to the top of base plate

- For twin post truss-type uprights when the post is subject to axial compression, bending moment, shear, and torsion, the post shall satisfy Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals Equations 5-17, 5-18 and 5-19. To reduce the effects of secondary bending, in lieu of Equation 5-18, the following equation may be used:

$$\frac{f_a}{F_a} + \frac{f_b}{\left(1 - \frac{0.6f_a}{F_e}\right)F_b} + \left(\frac{f_v}{F_v}\right)^2 \leq 1.0$$

Where f_a = Computed axial compression stress at base of post

- The base plate thickness for all uprights and poles shall be a minimum of 2" but not less than that determined by the following criteria and design.

Case 1 Circular or rectangular solid base plates with the upright pole welded to the top surface of base plate with full penetration butt weld, and where no stiffeners are provided. A base plate with a small center hole, which is less than 1/5 of the upright diameter, and located concentrically with the upright pole, may be considered as a solid base plate.

The magnitude of bending moment in the base plate, induced by the anchoring force of each anchor bolt shall be calculated as $M = (P \times D_1) / 2$.

Case 2 Circular or rectangular base plate with the upright pole socketed into and attached to the base plate with two lines of fillet weld, and where no stiffeners are provided, or any base plate with a center hole that is larger in diameter than 1/5 of the upright diameter
The magnitude of bending moment induced by the anchoring force of each anchor bolt shall be calculated as $M = P \times D_2$.

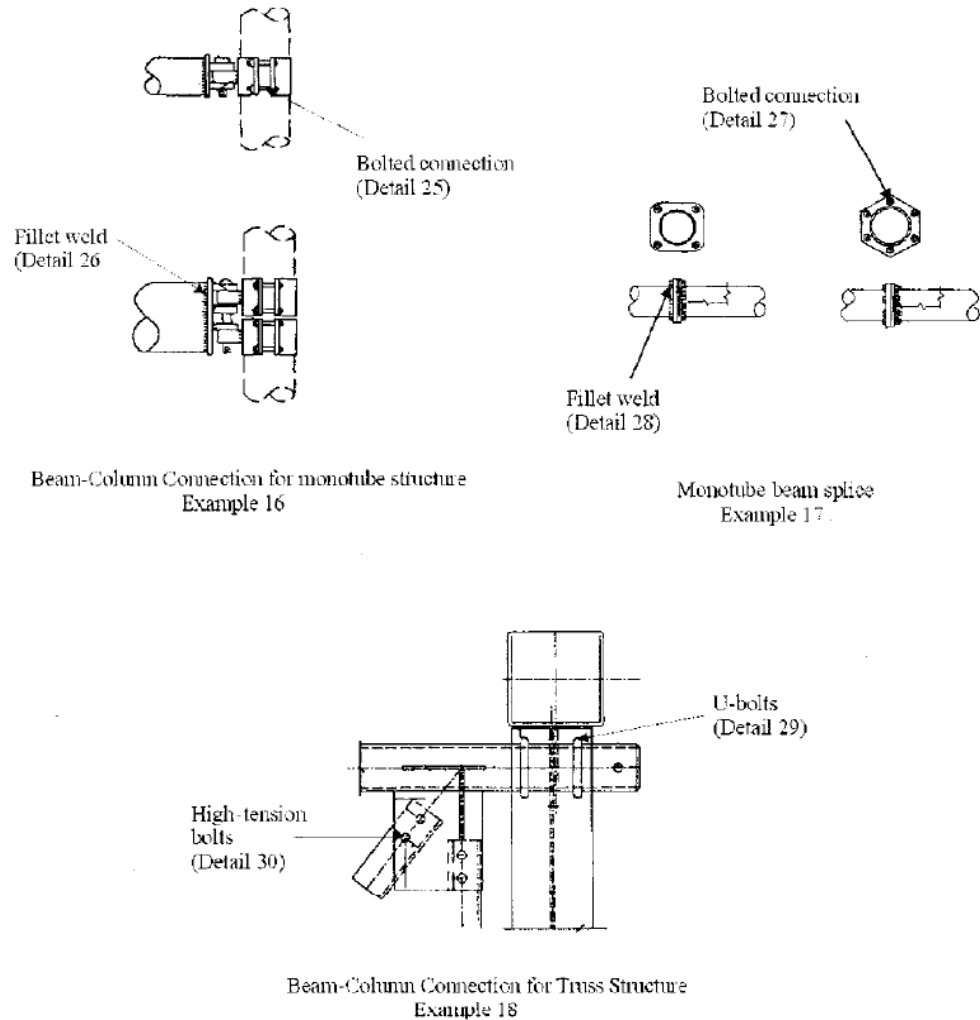
- M - bending moment at the critical section of the base plate induced by one anchor bolt
- P - anchoring force of each anchor bolt
- D_1 - horizontal distance between the center of the anchor bolt and the outer face of the upright, or the difference between the radius of the bolt circle and the outside radius of the upright
- D_2 - horizontal distance between the face of the upright and the face of the anchor bolt nut

- The critical section shall be located at the face of the anchor bolt and perpendicular to the radius of the bolt circle. The overlapped part of two adjacent critical sections shall be considered ineffective.
- The thickness of Case 1 base plate shall not be less than that calculated based on formula for Case 2.
- Uprights, foundations, and trusses that support overhead signs shall be designed in accordance with the Overhead and Dynamic Message Sign Foundations Project Special Provision for the effects of torsion. Torsion shall be considered from dead load eccentricity of these attachments, as well as for attachments such as walkways, supporting brackets, lights, etc., that add to the torsion in the assembly. Truss vertical and horizontal truss diagonals in particular and any other assembly members shall be appropriately sized for these loads.
- Uprights, foundations, and trusses that support overhead mounted signs shall be designed for the proposed sign wind area and future wind areas. The design shall consider the effect of torsion induced by the eccentric force location of the center of wind force above (or below) the center of the supporting truss. Truss vertical and horizontal truss diagonals in particular and any other assembly members shall be appropriately sized for these loads.

For non-cantilevered monotube sign support structures, the following table and figures are considered as a required addition to the Standard Specifications for Structural Support for Highway Signs, Luminaires and Traffic Signals, 5th Edition, 2009:

| <u>Construction</u> | <u>Detail</u> | <u>Stress Category</u> | <u>Application</u> | <u>Example</u> |
|-----------------------------------|---------------------------------------------------------------------|------------------------|-------------------------------------------------|----------------|
| Mechanically Fastened Connections | 25. Bolts in Tension | D | Beam column connection for monotube structures | 16 |
| Fillet Weld Connections | 26. Fillet welded with one side normal to applied stress | E' | Beam column connection for monotube structures | 17 |
| Mechanically Fastened Connections | 27. High strength bolts in tension | D | Monotube or truss-chord splice | 17 |
| Fillet Weld Connections | 28. Fillet welded with one side normal to applied stress | E' | Monotube or truss-chord splice | 17 |
| Mechanically Fastened Connections | 29. U-bolts tied to transverse truss column to keep chords in place | D | Horizontal truss connection with vertical truss | 18 |
| Mechanically Fastened Connections | 30. Net section of full-tightened, high tension bolts in shear | B | Truss bolted joint | 18 |

Add to the Specifications, Figure 11-1:



Fabricate all overhead sign assemblies, including but not limited to foundations, in accordance with the details shown on the approved shop drawings and with the requirements of these Specifications.

Fabricate the span and cantilever supporting structures using tubular members of either aluminum or steel, using only one type of material throughout the project. Sign support structures that are to be attached to bridges shall be fabricated using other structural shapes.

Horizontal components of the supporting structures for overhead signs may be of a truss design or a design using singular (monotube) horizontal members to support the sign panels.

Truss or singular member centerline must coincide with the centerline of sign design area shown on the structure line drawing.

Provide permanent camber in addition to dead load camber in accordance with the *Standard Specifications for Structural Supports for Highway Signs, Luminaires, and*

Traffic Signals. Indicate on the shop drawings the amount of camber provided and the method employed in the fabrication of the support to obtain the camber.

Use cantilever sign structures that meet the following design criteria:

- a. Do not exceed an $L / 150$ vertical dead load deflection at the end of the arm due to distortions in the arm and vertical support, where L is the length of the arm from the center of the vertical support to the outer edge of the sign.
- b. Do not exceed an $L / 40$ horizontal deflection at the end of the arm due to distortions in the arm and vertical support, as a result of design wind load.

Fabricate attachment assemblies for mounting signs in a manner that allows easy removal of sign panels for repair.

Compensation

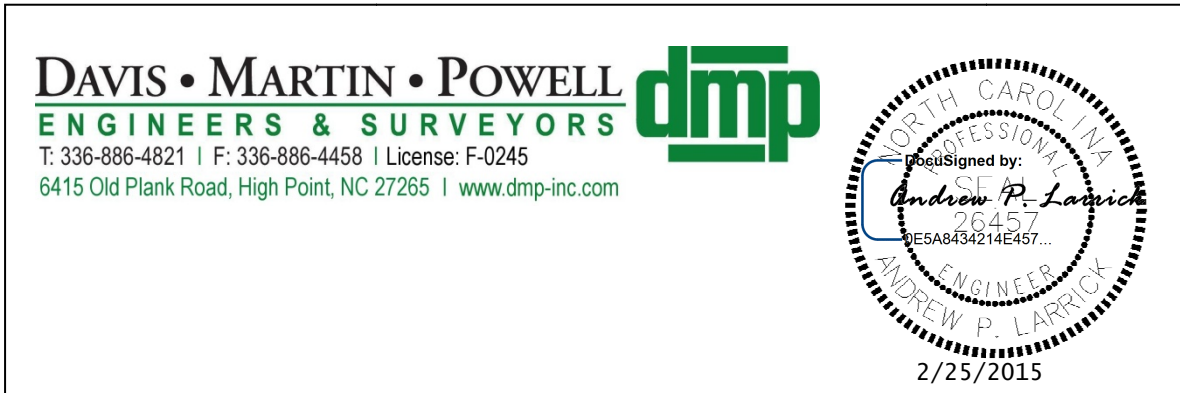
The work covered by this section will be paid for at the contract lump sum for each *Supports, Overhead Sign Structure* @ _____. Such price will be full compensation for all work covered by this specification includes all design, fabrication, construction, transportation, and erection of the complete overhead sign structure, supporting structure, hardware, lighting support brackets, preparing and furnishing shop drawings, and attaching the signs to the overhead assembly.

Payment will be made under:

Supports, Overhead Sign Structure @ _____ Lump Sum

PROJECT SPECIAL PROVISIONS

Utility Construction

**Revise the 2012 Standard Specifications as follows:****Page 10-58, Sub-article 1036-1 General**

Add the following sentence:

All materials in contact with potable water shall be in conformance with Section 1417 of the Safe Drinking Water Act.

Page 15-1, Sub-article 1500-2 Cooperation with the Utility Owner, paragraph 2:

Add the following sentences:

The utility owner is the City of Greensboro. For work involving Greensboro's facilities, the Contractor shall contact the City of Greensboro Service Center at (336) 373-2033, the City of Greensboro Water Resources Department Administration at (336) 373-2055, and the City of Greensboro Water and Sewer Inspections Department at (336) 373-2377.

A representative from the City of Greensboro shall witness all tests performed on their water and sewer facilities. Test results shall be provided to the City of Greensboro for any tests involving their facilities.

Page 15-2, Sub-article 1500-9 Placing Pipelines into Service

Add the following sentence:

Obtain approval from the NCDENR-Public Water Supply Section prior to placing a new water line into service. Use backflow prevention assemblies for temporary connections to isolate new water lines from existing water line.

Page 15-6, Sub-article 1510-3 (B), Testing and Sterilization

Change the allowable leakage formula to:

$$W = LD\sqrt{P} \div 148,000$$

PROJECT SPECIAL PROVISIONS

Utility Construction

Page 15-6, Sub-article 1510-3 (B), Testing and Sterilization, sixth paragraph:

Replace the paragraph with the following:

Sterilize water lines in accordance with Section 1003 of The Rules Governing Public Water supply and AWWA C651 Section 4.4.3, the Continuous Feed Method. Provide a chlorine solution with between 50 parts per million and 100 parts per million in the initial feed. If the chlorine level drops below 10 parts per million during a 24 hour period, then flush, refill with fresh chlorine solution, and repeat for 24 hours. Provide certified bacteriological and contaminant test results from a state-approved or state-certified laboratory. Operate all valves and controls to assure thorough sterilization.

Page 15-6, Sub-article 1510-3 (B), Testing and Sterilization, seventh paragraph:

Delete the words “may be performed concurrently or consecutively.” and replace with “shall be performed consecutively.”

Page 15-7, sub-article 1515-2 Materials,

Replace paragraph beginning “Double check valves...” with the following:

Double Check valves (DCV) and Reduced Pressure Zone principal (RPZ) backflow prevention assemblies shall be listed on the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research list of approved backflow devices.

Page 15-11, Sub-article 1520-3(A)(2) Testing, line 5,

Replace the second paragraph with the following:

Test all 24" and smaller gravity sewer lines for leakage using infiltration, exfiltration, or air test. Perform visual inspection on gravity sewer lines larger than 24". Perform line and grade testing and deflection testing on all gravity sewer lines.

PROJECT SPECIAL PROVISIONS

Utilities by Others

General:

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

- A) Duke Energy (Distribution)
- B) AT&T of NC (Telephone)
- C) Time Warner Cable (CATV)

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

The Contractor's attention is directed to Article 105-8 of the 2012 Standard Specifications.

Utilities Requiring Adjustment:

Utility relocations are shown on the Utilities by Others Plans.

A) Duke Energy (Distribution)

- 1) Duke Energy will have their conflicting facilities relocated by date of availability.
- 2) Contact person for Duke Energy:
Donnie Williams
2500 Fairfax Road
Greensboro NC 27407
336-269-0284
donnie.williams@duke-energy.com

B) AT&T of NC (telephone)

- 1) AT&T of NC will have their conflicting facilities relocated by date of availability.
- 2) Contact person for AT&T of NC:
Butch Button
TELICS
5173 Gum Tree Road
Winston-Salem NC 27107
336-317-8142
bb0477@att.com

PROJECT SPECIAL PROVISIONS

Utilities by Others

C) Time Warner Cable (CATV)

1) Time Warner will have their conflicting facilities relocated by date of availability.

2) Contact person for Time Warner Cable:

Roger Stanfield

721 Regional Road

Greensboro NC 27409

336-215-3742

Roger.stanfield@twcable.com

**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:

(East)

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

All Roadway Areas

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

Waste and Borrow Locations

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

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

Approved Tall Fescue Cultivars

| | | | |
|----------------------------|-----------------|-----------------|--------------------|
| 06 Dust | Escalade | Justice | Scorpion |
| 2 nd Millennium | Essential | Kalahari | Serengeti |
| 3 rd Millennium | Evergreen 2 | Kentucky 31* | Shelby |
| Apache III | Falcon IV | Kitty Hawk 2000 | Sheridan |
| Avenger | Falcon NG | Legitimate | Signia |
| Barlexas | Falcon V | Lexington | Silver Hawk |
| Barlexas II | Faith | LSD | Sliverstar |
| Bar Fa | Fat Cat | Magellan | Shenandoah Elite |
| Barrera | Festnova | Matador | Sidewinder |
| Barrington | Fidelity | Millennium SRP | Skyline |
| Barrobusto | Finelawn Elite | Monet | Solara |
| Barvado | Finelawn Xpress | Mustang 4 | Southern Choice II |
| Biltmore | Finesse II | Ninja 2 | Speedway |
| Bingo | Firebird | Ol' Glory | Spyder LS |
| Bizem | Firecracker LS | Olympic Gold | Sunset Gold |
| Blackwatch | Firenza | Padre | Taccoa |
| Blade Runner II | Five Point | Patagonia | Tanzania |
| Bonsai | Focus | Pedigree | Trio |
| Braveheart | Forte | Picasso | Tahoe II |
| Bravo | Garrison | Piedmont | Talladega |
| Bullseye | Gazelle II | Plantation | Tarheel |
| Cannavaro | Gold Medallion | Proseeds 5301 | Terrano |
| Catalyst | Grande 3 | Prospect | Titan ltd |
| Cayenne | Greenbrooks | Pure Gold | Titanium LS |
| Cessane Rz | Greenkeeper | Quest | Tracer |
| Chipper | Gremlin | Raptor II | Traverse SRP |
| Cochise IV | Greystone | Rebel Exeda | Tulsa Time |
| Constitution | Guardian 21 | Rebel Sentry | Turbo |
| Corgi | Guardian 41 | Rebel IV | Turbo RZ |
| Corona | Hemi | Regiment II | Tuxedo RZ |
| Coyote | Honky Tonk | Regenerate | Ultimate |
| Darlington | Hot Rod | Rendition | Venture |
| Davinci | Hunter | Rhambler 2 SRP | Umbrella |
| Desire | Inferno | Rembrandt | Van Gogh |
| Dominion | Innovator | Reunion | Watchdog |
| Dynamic | Integrity | Riverside | Wolfpack II |
| Dynasty | Jaguar 3 | RNP | Xtremegreen |
| Endeavor | Jamboree | Rocket | |

***Note: Kentucky 31 will no longer be an approved NCDOT Tall Fescue Cultivar after December 31, 2015.**

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

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

NUTRIENT MANAGEMENT TRAINING REQUIREMENTS:

The person(s) responsible for applying fertilizer or person(s) conducting the application of fertilizer on this project within the Jordan Lake or Falls Lake Watershed shall complete the following web-based training prior to performing this work:

<http://www.jordanlake.org/web/jordanlake/fertilizer-management>

A certificate of completion must be presented by the person(s) responsible for fertilizer application or person(s) conducting the application of fertilizer prior to performing fertilizer application on the project within the limits of the Jordan Lake or Fall Lake Watershed.

Native Grass Seeding And Mulching

(West)

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

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

August 1 - June 1

18# Creeping Red Fescue
8# Big Bluestem
6# Indiangrass
4# Switchgrass
35# Rye Grain
500# Fertilizer
4000# Limestone

May 1 – September 1

18# Creeping Red Fescue
8# Big Bluestem
6# Indiangrass
4# Switchgrass
25# German or Browntop Millet
500# Fertilizer
4000# Limestone

Approved Creeping Red Fescue Cultivars:

Aberdeen

Boreal

Epic

Cindy Lou

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

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

Measurement and Payment

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

TEMPORARY SEEDING:

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

FERTILIZER TOPDRESSING:

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

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

SUPPLEMENTAL SEEDING:

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

MOWING:

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

RESPONSE FOR EROSION CONTROL:**Description**

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

| Section | Erosion Control Item | Unit |
|----------------|----------------------------------|-------------|
| 1605 | Temporary Silt Fence | LF |
| 1606 | Special Sediment Control Fence | LF/TON |
| 1615 | Temporary Mulching | ACR |
| 1620 | Seed - Temporary Seeding | LB |
| 1620 | Fertilizer - Temporary Seeding | TN |
| 1631 | Matting for Erosion Control | SY |
| SP | Coir Fiber Mat | SY |
| 1640 | Coir Fiber Baffles | LF |
| SP | Permanent Soil Reinforcement Mat | SY |
| 1660 | Seeding and Mulching | ACR |
| 1661 | Seed - Repair Seeding | LB |
| 1661 | Fertilizer - Repair Seeding | TON |
| 1662 | Seed - Supplemental Seeding | LB |
| 1665 | Fertilizer Topdressing | TON |
| SP | Safety/Highly Visible Fencing | LF |
| SP | Response for Erosion Control | EA |

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

| Pay Item | Pay Unit |
|------------------------------|-----------------|
| Response for Erosion Control | 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/ContractorReclamationProcedures.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.

SAFETY FENCE AND JURISDICTIONAL FLAGGING:

Description

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

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

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

Materials

(A) Safety Fencing

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

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

(B) Boundary Flagging

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

Construction Methods

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

(A) Safety Fencing

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

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

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

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

(B) Boundary Flagging

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

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

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

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

Measurement and Payment

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

Payment will be made under:

| Pay Item | Pay Unit |
|-----------------|-----------------|
| Safety Fence | Linear Foot |

PERMANENT SOIL REINFORCEMENT MAT:

Description

This work consists of furnishing and placing *Permanent Soil Reinforcement Mat*, of the type specified, over previously prepared areas as directed.

Materials

The product shall be a permanent erosion control reinforcement mat and shall be constructed of synthetic or a combination of coconut and synthetic fibers evenly distributed throughout the mat between a bottom UV stabilized netting and a heavy duty UV stabilized top net. The matting shall be stitched together with UV stabilized polypropylene thread to form a permanent three-dimensional structure. The mat shall have the following minimum physical properties:

| Property | Test Method | Value | Unit |
|----------------------------------------------|------------------------|--------------|--------------------|
| Light Penetration | ASTM D6567 | 9 | % |
| Thickness | ASTM D6525 | 0.40 | in |
| Mass Per Unit Area | ASTM D6566 | 0.55 | lb/sy |
| Tensile Strength | ASTM D6818 | 385 | lb/ft |
| Elongation (Maximum) | ASTM D6818 | 49 | % |
| Resiliency | ASTM D1777 | >70 | % |
| UV Stability * | ASTM D4355 | ≥80 | % |
| Porosity (Permanent Net) | ECTC Guidelines | ≥85 | % |
| Maximum Permissible Shear Stress (Vegetated) | Performance Bench Test | ≥8.0 | lb/ft ² |
| Maximum Allowable Velocity (Vegetated) | Performance Bench Test | ≥16.0 | ft/s |

*ASTM D1682 Tensile Strength and % strength retention of material after 1000 hours of exposure.

Submit a certification (Type 1, 2, or 3) from the manufacturer showing:

- (A) the chemical and physical properties of the mat used, and
- (B) conformance of the mat with this specification.

Construction Methods

Matting shall be installed in accordance with Subarticle 1631-3(B) of the *Standard Specifications*.

All areas to be protected with the mat shall be brought to final grade and seeded in accordance with Section 1660 of the *Standard Specifications*. The surface of the soil shall be smooth, firm, stable and free of rocks, clods, roots or other obstructions that would prevent the mat from lying in direct contact with the soil surface. Areas where the mat is to be placed will not need to be mulched.

Measurement and Payment

Permanent Soil Reinforcement Mat will be measured and paid for as the actual number of square yards measured along the surface of the ground over which Permanent Soil Reinforcement Mat is installed and accepted. Overlaps will not be included in the measurement, and will be considered as incidental to the work. Such payment shall be full compensation for furnishing and installing the mat, including overlaps, and for all required maintenance.

Payment will be made under:

| Pay Item | Pay Unit |
|----------------------------------|-----------------|
| Permanent Soil Reinforcement Mat | Square Yard |

WATTLES WITH POLYACRYLAMIDE (PAM):

Description

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

Materials

Wattle shall meet the following specifications:

| | |
|-------------------------------------|--------------------------------|
| 100% Curled Wood (Excelsior) Fibers | |
| Minimum Diameter | 12 in. |
| Minimum Density | 2.5 lb/ft ³ +/- 10% |

| | |
|-------------------|----------------------------------|
| Net Material | Synthetic |
| Net Openings | 1 in. x 1 in. |
| Net Configuration | Totally Encased |
| Minimum Weight | 20 lb. +/- 10% per 10 ft. length |

Anchors: Stakes shall be used as anchors.

Wooden Stakes:

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

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

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

Polyacrylamide (PAM) shall be applied in powder form and shall be anionic or neutrally charged. Soil samples shall be obtained in areas where the wattles will be placed, and from offsite material used to construct the roadway, and analyzed for the appropriate PAM flocculant to be utilized with each wattle. The PAM product used shall be listed on the North Carolina Department of Environment and Natural Resources (NCDENR) Division of Water Quality (DWQ) web site as an approved PAM product for use in North Carolina.

Construction Methods

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

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

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

Apply PAM over the lower center portion of the wattle where the water is going to flow over at a rate of 2 ounces per wattle, and 1 ounce of PAM on matting on each side of the wattle. PAM

applications shall be done during construction activities after every rainfall event that is equal to or exceeds 0.50 in.

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

Measurement and Payment

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

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

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

Payment will be made under:

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

WATTLE:

Description

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

Materials

Wattle shall meet the following specifications:

| | |
|-------------------------------------|--------------------------------|
| 100% Curled Wood (Excelsior) Fibers | |
| Minimum Diameter | 12 in. |
| Minimum Density | 2.5 lb/ft ³ +/- 10% |
| Net Material | Synthetic |

| | |
|-------------------|----------------------------------|
| Net Openings | 1 in. x 1 in. |
| Net Configuration | Totally Encased |
| Minimum Weight | 20 lb. +/- 10% per 10 ft. length |

Anchors: Stakes shall be used as anchors.

Wooden Stakes:

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

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

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

Construction Methods

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

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

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

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

Measurement and Payment

Wattle 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 *Wattle*.

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.

Payment will be made under:

| | |
|-----------------|-----------------|
| Pay Item | Pay Unit |
| Wattle | Linear Foot |

WATTLE BARRIER:

(5-20-13) 1630

Description

Wattle barriers are tubular products consisting of excelsior fibers encased in natural or synthetic netting and used at the toe of fills or on slopes to intercept runoff. Wattle barriers 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, maintenance and removing wattle barriers.

Materials

Wattle shall meet the following specifications:

| | |
|-------------------|-------------------------------------|
| Inner Material | 100% Curled Wood (Excelsior) Fibers |
| Minimum Diameter | 18" |
| Minimum Length | 10 ft. |
| Minimum Density | 2.9 lb./c.f.± 10% |
| Net Material | Synthetic |
| Net Openings | 1" x 1" |
| Net Configuration | Totally Encased |
| Minimum Weight | 5 lb./ft. ± 10% |

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

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

Construction Methods

Align wattle barriers in an overlapping and alternating pattern. Excavate a trench the entire length of each wattle with a depth of 2" to 3" for the wattle to be placed. Secure wattle barriers to the soil by wire staples approximately every linear foot and at the end of each wattle. Install at least 4 stakes on the downslope side of the wattle with a maximum spacing of 2 linear feet, and according to the detail. Install at least 2 stakes on the upslope side of the wattle barrier according

to the detail provided in the plans. Drive stakes into the ground at least 10" with no more than 2" projecting from the top of the wattle. Drive stakes at an angle according to the detail provided in the plans.

For wattle barriers used to reduce runoff velocity for large slopes, use a maximum spacing of 25 ft. for the barrier measured along the slope.

Maintain the wattle barriers until the project is accepted or until the wattle barriers are removed, and remove and dispose of silt accumulations at the wattle barriers when so directed in accordance with Section 1630 of the *2012 Standard Specifications*.

Measurement and Payment

Wattle Barrier will be measured and paid as the actual number of linear feet of wattles installed and accepted. Such price and payment will be full compensation for all work covered by this provision, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the wattle barrier.

Payment will be made under:

| Pay Item | Pay Unit |
|-----------------|-----------------|
| Wattle Barrier | 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 |

COIR FIBER MAT:

Description

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

Materials

| Item | Section |
|----------------|----------------|
| Coir Fiber Mat | 1060-14 |

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

Wooden Stakes:

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

Steel Reinforcement Bars:

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

Staples:

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

Construction Methods

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

For stream relocation applications, take care to preserve the required line, grade, and cross section of the area covered. Bury the top slope end of each piece of mat in a narrow trench at

least 6 in. deep and tamp firmly. Where one roll of matting ends and a second roll begins, overlap the end of the upper roll over the buried end of the second roll so there is a 6 in. overlap. Construct check trenches at least 12 in. deep every 50 ft. longitudinally along the edges of the mat or as directed. Fold over and bury mat to the full depth of the trench, close and tamp firmly. Overlap mat at least 6 in. where 2 or more widths of mat are installed side by side.

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

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

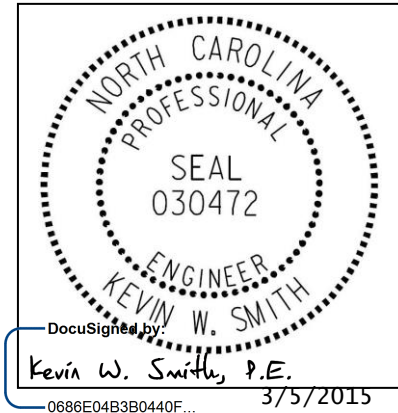
Measurement and Payment

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

No measurement will be made for anchor items.

Payment will be made under:

| Pay Item | Pay Unit |
|-----------------|-----------------|
| Coir Fiber Mat | Square Yard |



U-2524BC
INTELLIGENT TRANSPORTATION SYSTEMS
FIBER OPTIC CABLE INSTALLATION AND EXISTING
ITS DEVICE INTEGRATION

PROJECT SPECIAL PROVISIONS

Not Valid Unless Signed

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1. GENERAL REQUIREMENTS

1.1.DESCRPTION

A. General

Conform to these Project Special Provisions, Project Plans, and the *2012 Standard Specifications for Roads and Structures* (also referred to hereinafter as the “Standard Specifications”). The current edition of these specifications and publications in effect on the date of advertisement will apply.

In the event of a conflict between these Project Special Provisions and the Standard Specifications, these Project Special Provisions govern.

B. Scope

The scope of this Project includes the installation of new fiber optic communications cable in new underground conduit and junction boxes. The new communications cable will connect to existing fiber optic communications cable at the following locations:

- The interchange of I-840 and Joseph M. Bryan Boulevard. This fiber optic communications cable was installed under U-2524BB and will be relocated prior to completion of this Project under U-2524C.
- The interchange of Future I-73 and Joseph M. Bryan Boulevard. This fiber optic communications cable will be installed prior to completion of this Project under I-5110/R-2413A&B.

After installation of the new fiber optic communications cable and completion of the fiber optic splicing as shown in the Plans, the following ITS devices will come online at the NCDOT Triad Regional Transportation Management Center (TRTMC):

- Ten (10) closed-circuit television (CCTV) cameras along Future I-73 that will be installed under I-5110/R-2413A&B.
- Five (5) dynamic message signs (DMS) along Future I-73 that will be installed under I-5110/R-2413A&B.
- Four (4) CCTV cameras along US-220 that were installed under R-2413C.

The DMS and CCTV cameras listed above will be accessible and controlled by the existing computer and network hardware and software at the TRTMC located at 201 South Chimney Rock Road in Greensboro.

Conduct system tests as described in these Project Special Provisions.

This project will be constructed within the project limits of current roadway project U-2524BC. The roadway design features shown on the Plans represent proposed work for these projects at the time of advertisement for this Project and may change in the future.

1.2.MATERIAL**A. Qualified Products**

Furnish new equipment, materials, and hardware unless otherwise required. Inscribe manufacturer's name, model number, serial number, and any additional information needed for proper identification on each piece of equipment housed in a case or housing.

Furnish factory assembled cables without adapters, unless otherwise approved by the Engineer, for all cables required to interconnect any field or central equipment.

Certain equipment listed in these Project Special Provisions must be pre-approved on the Department's ITS & Signals Qualified Products List (QPL) by the date of installation. Equipment, material, and hardware not pre-approved when required will not be allowed for use on the project.

The QPL is available on the Department's website. The QPL website is:

<https://connect.ncdot.gov/resources/safety/Pages/ITS-and-Signals-Qualified-Products.aspx>

B. Plan of Record Documentation

Comply with all requirements of Article 1098-1(F) of the Standard Specifications for providing plan of record documentation for all work performed under this Project.

2. UNDERGROUND CONDUIT

2.1.DESCRPTION

Furnish and install conduit for underground installation with tracer wire, miscellaneous fittings, all necessary hardware, marker tape, backfill, graded stone, paving materials, and seeding and mulching in accordance with Section 1715 of the Standard Specifications

2.2.MATERIAL

Material, equipment, and hardware furnished under this section shall be pre-approved on the Department’s QPL.

Refer to Articles 1091-3 (Conduit), 1091-4 (Duct and Conduit Sealer), 1018-2 (Backfill), and 545-2 and 545-3 (Graded Stone) of the Standard Specifications.

Furnish underground HDPE conduits as shown in the Plans. All vertical conduits (entrance to electrical service and equipment disconnect and pole mounted cabinet) must be rigid galvanized steel.

2.3.CONSTRUCTION METHODS

Install underground conduit in compliance with all requirements of Section 1715-3 of the Standard Specifications and the Plans.

2.4.MEASUREMENT AND PAYMENT

Tracer wire will be measured along the horizontal linear feet of tracer wire furnished, installed, and accepted. Measurement will be along the approximate centerline of the conduit system. Payment will be made in linear feet. No payment will be made for excess tracer wire in junction boxes and/or cabinets.

Unpaved Trenching (qty) (size) will be measured horizontal linear feet of trenching for underground conduit installation of each type furnished, installed, and accepted. Measurement will be along the approximate centerline of the conduit system. Payment will be in linear feet.

Directional Drill (qty) (size) will be measured horizontal linear feet of directional drill for underground conduit installation furnished, installed, and accepted. Measurement will be along the approximate centerline of the conduit system. Payment will be in linear feet.

No measurement will be made of vertical segments, non-metallic conduit, metallic conduit, conduit sealing material, backfill, graded stone, paved materials, miscellaneous fittings, non-detectable marker tape, pull lines, seeding and mulching as these will be considered incidental to conduit installation.

Payment will be made under:

| Pay Item | Pay Unit |
|-----------------------------------|-----------------|
| Tracer Wire | Linear Foot |
| Unpaved Trenching (2) (2'')..... | Linear Foot |
| Directional Drill (2) (2'') | Linear Foot |

3. JUNCTION BOXES

3.1.DESCRPTION

Furnish and install junction boxes (pull boxes) with covers, graded stone, grounding systems, and all necessary hardware. Comply with Section 1716 of the Standard Specifications.

3.2.MATERIAL

Material, equipment, and hardware furnished under this section shall be pre-approved on the Department's QPL.

Refer to Article 1098-5 (Junction Boxes) and Section 545 (Graded Stone) of the Standard Specifications.

3.3.CONSTRUCTION METHODS

Install junction boxes in compliance with all requirements of Section 1716-3 of the Standard Specifications.

Install oversized heavy-duty junction boxes with minimum inside dimensions of 30" x 15" (length x width) for storage of fiber optic communications cables.

3.4.MEASUREMENT AND PAYMENT

Junction Box (_____) will be measured and paid in actual number of junction boxes of each size and type furnished, installed, and accepted.

No measurement will be made of covers, graded stone, and grounding systems as these will be considered incidental to furnishing and installing junction boxes.

Payment will be made under:

| Pay Item | Pay Unit |
|--------------------------------|-----------------|
| Junction Box (Oversized) | Each |

4. FIBER-OPTIC CABLE

4.1.DESCRPTION

Furnish and install single mode fiber-optic (SMFO) communications cable and drop cable assemblies with grounding systems, fiber-optic cable storage racks (snow shoes), communications cable identification markers, lashing wire, and all necessary hardware.

4.2.MATERIAL

Furnish material, equipment, and hardware under this section that is pre-approved on the Department's QPL.

Refer to Articles 1098-10(A) (SMFO Communications Cable), 1098-10(C) (Communications Cable Identification Markers), 1098-10(D) (Fiber-Optic Cable Storage Guides), and 1098-6 (Pole Line Hardware) of the Standard Specifications.

Provide communications cable identification markers with 336-315-7080 as the contact telephone number.

4.3.CONSTRUCTION METHODS

Install fiber-optic cable in compliance with all requirements of Section 1730-3 of the Standard Specifications.

Do not install any communications cables in the same conduit or junction box as power cables.

Store 30 feet of each fiber optic cable entering a junction box. Store 100 feet of each fiber optic cable being spliced in an underground splice enclosure located in a junction box. Coil all stored cable in the bottom of the junction box and in a manner that does not violate the maximum bending radius of the cable.

4.4.TESTING

Conduct optical time domain reflectometer (OTDR) tests on the cable on the reel and after the cable is installed and terminated. Provide written notification a minimum of ten days before beginning fiber-optic cable testing.

If any fiber exceeds the maximum allowable attenuation or if the fiber-optic properties of the cable have been impaired, take approved corrective action including replacement of complete segments of fiber-optic cable if required. Corrective action will be at no additional cost to the Department.

4.5.MEASUREMENT AND PAYMENT

Communications cable (____-fiber) will be measured and paid as the actual linear feet of fiber-optic cable of each fiber count furnished, installed, and accepted. Measurement will be made by calculating the difference in length markings located on outer jacket from start of run to end of run for each run. Terminate all fibers before determining length of cable run.

No measurement will be made for terminating, splicing, and testing fiber-optic cable and any corrective actions, communications cable identification markers, or fiber-optic cable storage racks, as these will be considered incidental to the installation of fiber-optic cable.

Payment will be made under:

Pay Item

Pay Unit

Communications Cable (72-Fiber)Linear Foot

5. DELINEATOR MARKERS

5.1.DESCRPTION

Furnish and install delineator markers with all necessary hardware.

5.2.MATERIALS

Material, equipment, and hardware furnished under this section shall be pre-approved on the Department's QPL. Refer to Article 1098-13 (Delineator Markers) of the Standard Specifications.

Provide delineator markers with 336-315-7080 as the contact telephone number.

5.3.CONSTRUCTION METHODS

Install delineator markers in compliance with all requirements of Section 1733-3 of the Standard Specifications.

5.4.MEASUREMENT AND PAYMENT

Delineator marker will be paid for by the actual number furnished, installed, and accepted.

Payment will be made under:

| Pay Item | Pay Unit |
|-------------------------|-----------------|
| Delineator Marker | Each |

6. MODIFY FIBER-OPTIC SPLICE CENTERS

6.1.DESCRPTION

Modify existing fiber optic interconnect centers and/or splice enclosures as shown in the plans. Refer to manufacturer's recommendations for opening, modifying and re-sealing the existing fiber optic interconnect center and/or fiber optic splice enclosures.

6.2.MATERIALS

Material, equipment, and hardware furnished under this section shall be pre-approved on the Department's QPL.

Refer to Article 1098-11 (Fiber-Optic Splice Centers) of the Standard Specifications.

6.3. CONSTRUCTION METHODS

A. General

Perform termination and splicing and test in compliance with all requirements of Section 1731-3 of the Standard Specifications.

B. Modify Interconnect Center and Splice Enclosure

Modify existing fiber optic interconnect centers and/or splice enclosures as shown in the plans. Install additional patch panels, splice trays and pigtails where necessary and fusion splice fiber connections and perform OTDR testing as required by the plans. Install new fiber optic jumpers and make connections to equipment and/or patch panels as necessary.

6.4.TESTING

After splicing is completed, perform bi-directional optical time domain reflectometer (OTDR) tests on each fiber, including unused fibers, to ensure the following:

- Fusion splice loss does not exceed 0.05 dB,
- Terminations and connections have a loss of 0.5 dB or less, and
- Reflection loss is 40 dB or greater for each connector.

Install a 1000-foot pre-tested launch cable between the OTDR and fiber-optic cable to be tested.

If exceeded, remake splices until the loss falls below 0.05 dB. The Department will record each attempt for purposes of acceptance.

Furnish durable labeled plots and electronic copies on a CD or DVD of test results for each fiber including engineering calculations demonstrating that OTDR test results meet or exceed the attenuation requirements and that optical properties of the cable have not been impaired. Label all test results (plots and discs) with the manufacturer and model number of the OTDR testing equipment.

Provide a tabular summary or spreadsheet detailing and comparing the loss budget and actual loss calculations per link. Provide test results for fiber-optic cable that demonstrates the loss budget where the fiber originates and the point where the fiber meets an electronic device.

If any fiber exceeds the maximum allowable attenuation or if the fiber-optic properties of the cable have been impaired, take approved corrective action including replacement of complete segments of fiber-optic cable if required. Corrective action will be at no additional cost to the Department.

6.5.MEASUREMENT AND PAYMENT

Modifying splice enclosure will be measured and paid as the actual number of existing fiber-optic interconnect center or splice enclosures entered, modified, and accepted. No measurement will be made between equipment cabinet, aerial, underground, manhole or junction box installation of the fiber-optic interconnect center or splice enclosure.

No measurement will be made of splice trays, pigtails, jumpers, connector panels, testing and any corrective actions, repairs and replacements needed for exceeding maximum allowable attenuation or other defects, as these will be considered incidental to furnishing and installing fiber-optic interconnect centers and splice enclosures and modifying splice enclosures.

Payment will be made under:

| Pay Item | Pay Unit |
|----------------------------------|-----------------|
| Modifying Splice Enclosure | Each |

7. INTEGRATION AND CONFIGURATION

7.1.DESCRPTION

Fully integrate and configure existing central hardware and software at the TRTMC to establish communications with CCTV and DMS devices installed under I-5110/R-2413A&B and R-2413C that are brought online by this Project.

Coordinate the working hours and building access for all central configuration activities with the Engineer.

7.2.CENTRAL INTEGRATION

Integrate new connections between the existing core Ethernet switch at the TRTMC and the existing fiber optic interconnect center as shown in the Plans. Configure the core Ethernet switch and ports as required to establish communications to field Ethernet switches.

Configure the existing CCTV server to recognize the CCTV units and process the video and control data for sharing with the TRTMC.

Configure the existing DMS server to recognize the DMS units and process control data for sharing with the TRTMC.

7.3.CENTRAL CONFIGURATION

The existing DMS central software that controls the DMS units at the TRTMC is Daktronic's Vanguard. Modify the existing DMS central software configuration at the TRTMC to display and map the DMS units in the software GUI. Ensure that the software also allows for full communications and control of the DMS unit.

The existing CCTV central software that controls the CCTV units at the TRTMC is Protronix's VideoPro. This software includes on-screen pan-tilt-zoom controls of each camera in the system. Modify the Protronix CCTV central software configuration at the TRTMC to display and map the CCTV devices so that the CCTV video can be displayed on the existing monitors and display devices at the TRTMC.

Integrate the CCTV units with NCDOT's regional video sharing and distribution system to allow for remote users to view and control the CCTV units that terminate at the TRTMC through the Ethernet network connection between the remote user and the NCDOT VideoPro server at the TRTMC.

7.4.MEASUREMENT AND PAYMENT

Integration and Configuration will be measured and paid as a lump sum price. This item shall include the integration, configuration, testing, and all materials, equipment, labor, tools, storage, shipping, and incidentals necessary to fully configure and fully integrate the CCTV and DMS devices with the existing hardware and software at the TRTMC.

All cabling, labeling, sockets, or other accessories required to configure, integrate, and interconnect computer equipment shall be considered incidental and shall not be paid for separately.

Payment will be made under:

| Pay Item | Pay Unit |
|------------------------------------|-----------------|
| Integration and Configuration..... | Lump Sum |

8. TESTING & ACCEPTANCE

8.1.GENERAL TEST PROCEDURE

Test the communications to the CCTV and DMS devices from I-5110/R-2413A&B and R-2413C that are brought online by this Project from the TRTMC in a series of functional tests. The results of each test must meet the specified requirements. These tests should not damage the equipment. The Engineer will reject equipment that fails to fulfill the requirements of any test. Resubmit rejected equipment after correcting non-conformities and re-testing; completely document all diagnoses and corrective actions. Modify all equipment furnished under this contract, without additional cost to the North Carolina Department of Transportation, to incorporate all design changes necessary to pass the required tests.

Provide 4 copies of all test procedures and requirements to the Engineer for review and approval at least 30 days prior to the testing start date.

Only use approved procedures for the tests. Include the following in the test procedures:

- A step-by-step outline of the test sequence, showing a test of every function of the equipment or system tested
- A description of the expected nominal operation, output, and test results, and the pass / fail criteria
- An estimate of the test duration and a proposed test schedule
- A data form to record all data and quantitative results obtained during the test
- A description of any special equipment, setup, manpower, or conditions required by the test

Provide all necessary test equipment and technical support. Use test equipment calibrated to National Institute of Standards and Technology (NIST) standards. Provide calibration documentation upon request.

Conform to these testing requirements and the requirements of these specifications. The Engineer will reject all equipment not tested according to these requirements. It is the Contractor's responsibility to ensure the system functions properly even after the Engineer accepts the test results.

Provide 4 copies of the quantitative test results and data forms containing all data taken, highlighting any non-conforming results and remedies taken, to the Engineer for approval. An authorized representative of the manufacturer must sign the test results and data forms.

8.2.SYSTEM OPERATIONAL TEST

A. General

All fiber optic communications cable installation, termination, and splicing and TRTMC configuration and integration shall be completed and tested if applicable prior to the start of the system operational test. This test shall demonstrate that the CCTV and DMS devices from I-5110/R-2413A&B and R-2413C that are brought online by this Project are fully integrated and operational from the TRTMC.

The testing shall include, but not be limited to, the demonstration from a workstation in the TRTMC executing the following tasks:

- View video streams from the CCTV cameras on the workstation
- Pan, tilt, and zoom the CCTV cameras using the software interface
- Check the status of the DMS on the workstation
- Post and remove new messages from the DMS using the software interface

B. Remediation

Investigate any ITS devices that fails to communicate or operate during the System Operational Test. If it is determined that a field device is not functional, contact the Engineer and the Department shall make any required repairs or installation of new equipment prior to restarting the System Operational Test. If it is determined that communications to a field device is not functional, contact the Engineer prior to performing any remediation work. Upon approval by the Department, perform repair fiber optic splicing on existing fiber optic communication cables installed by others prior to restarting the System Operation Test. No repair of fiber optic splicing shall be initiated prior to authorization from the Engineer.

Any repair to fiber optic splicing shall be performed and tested in compliance with these Project Special Provisions and Articles 1098-11 and 1731-3 of the Standard Specifications.

8.3.30-DAY OBSERVATION PERIOD

The 30-Day Observation Period shall **NOT** be considered part of work to be completed by the project completion date.

Upon successful completion of all project work, the component tests, the System Test, and the correction of all deficiencies, including minor construction items, the 30-day Observation Period may commence. This observation consists of a 30-day period of normal, day-to-day operations of the field equipment in operation with the central equipment without any failures. The purpose of this period is to ensure that all components of the system function in accordance with the Plans and these Project Special Provisions.

Respond to system or component failures (or reported failures) that occur during the 30-day Observation Period within twenty-four (24) hours. Correct said failures within forty-eight (48) hours. Any failure that affects a major system component as defined below for more than forty-eight (48) hours will suspend the timing of the 30-day Observation Period beginning at the time when the failure occurred. After the cause of such failures has been corrected, timing of the 30-day Observation Period will resume. System or component failures that necessitate a redesign of any component or failure in any of the major system components exceeding a total of three (3) occurrences will terminate the 30-day Observation Period and cause the 30-day Observation Period to be restarted from day zero when the redesigned components have been installed and/or the failures corrected.

8.4.FINAL ACCEPTANCE

Final system acceptance is defined as the time when all work and materials described in the Plans and these Project Special Provisions have been furnished and completely installed by the

Contractor; all parts of the work have been approved and accepted by the Engineer; and successful completion of the 30-day observation period.

The project will be ready for final acceptance upon the satisfactory completion of all tests detailed in this Section of the Project Special provisions; the rectification of all punch-list discrepancies; and the submittal of all project documentation.

8.5.MEASUREMENT AND PAYMENT

There will be no direct payment for the testing covered in this section. Payment for testing will be covered in the applicable sections of these Project Special Provisions at the contract unit price for other items furnished on this Project.

Repair Fiber Optic Splice will be measured and paid as the actual number of fiber-optic fusion splices completed and accepted. No measurement will be made of splice trays, pigtails, jumpers, connector panels, testing and any corrective actions, repairs and replacements needed for exceeding maximum allowable attenuation or other defects, as these will be considered incidental performing repair fiber optic splicing. No payment will be made for splicing work performed without prior authorization by the Department.

Payment will be made under:

| Pay Item | Pay Unit |
|--------------------------------|-----------------|
| Repair Fiber Optic Splice..... | Each |

ST-1

Project U-2524BC

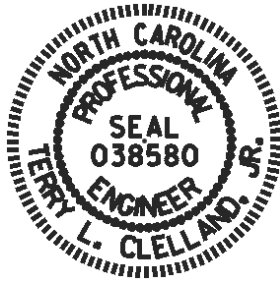
Guilford County

Project Special Provisions Structure

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3/18/2015



DocuSigned by:
Terry Clelland
0600BFD2BD8F451...

PROJECT SPECIAL PROVISIONS
STRUCTURE

PROJECT U-2524BC**GUILFORD COUNTY**

MAINTENANCE AND PROTECTION OF TRAFFIC
BENEATH PROPOSED STRUCTURE AT STATION 27+40.75 -L-

(8-13-04)**1.0 GENERAL**

Maintain traffic on SR 2085 as shown in Traffic Control Plans and as directed by the Engineer.

Provide a minimum temporary vertical clearance of 15'-6" at all times during construction.

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

2.0 PROTECTION OF TRAFFIC

Protect traffic from any operation that affords the opportunity for construction materials, equipment, tools, etc. to be dropped into the path of traffic beneath the structure. Based on Contractor means and methods determine and clearly define all dead and live loads for this system, which, at a minimum, shall be installed between beams or girders over any travelway or shoulder area where traffic is maintained. Install the protective system before beginning any construction operations over traffic. In addition, for these same areas, keep the overhang falsework in place until after the rails have been poured.

3.0 BRACING GIRDERS

Brace girders to resist wind forces, weight of forms and other temporary loads, especially those eccentric to the vertical axis of the member during all stages of erection and construction. Before casting of intermediate diaphragms, decks, or connecting steel diaphragms do not allow the horizontal movement of girders to exceed 1/2 inch.

4.0 BASIS OF PAYMENT

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

PLACING LOAD ON STRUCTURE MEMBERS**(11-27-12)**

The 2012 Standard Specifications shall be revised as follows:

In **Section 420-20 – Placing Load on Structure Members** replace the first sentence of the fifth paragraph with the following:

Do not place vehicles or construction equipment on a bridge deck until the deck concrete develops the minimum specified 28 day compressive strength and attains an age of at least 7 curing days.

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

The 2012 Standard Specifications shall be revised as follows:

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

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

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

THERMAL SPRAYED COATINGS (METALLIZATION)**(9-30-11)****1.0 DESCRIPTION**

Apply a thermal sprayed coating (TSC) and sealer to metal surfaces as specified herein when called for on the plans or by other Special Provisions, or when otherwise approved by the Engineer in accordance with the SSPC-CS 23.00/AWS C2.23/NACE No. 12 Specification. Only Arc Sprayed application methods are used to apply TSC coatings, the Engineer must approve other methods of application.

2.0 QUALIFICATIONS

Only use NCDOT approved TSC Contractors meeting the following requirements:

1. The capability of blast cleaning steel surfaces to SSPC SP-5 and SP-10 Finishes.
2. Employ Spray Operator(s) qualified in accordance with AWS C.16/C2.16M2002 and Quality Control Inspector(s) who have documented training in the applicable test procedures of ASTM D-3276 and SSPC-CS 23.00.

A summary of the contractor's related work experience and the documents verifying each Spray Operator's and Quality Control Inspector's qualifications are submitted to the Engineer before any work is performed.

3.0 MATERIALS

Provide wire in accordance with the metallizing equipment manufacturer’s recommendations. Use the wire alloy specified on the plans which meets the requirements in Annex C of the SSPC-CS 23.00 Specification. Have the contractor provide a certified analysis (NCDOT Type 2 Certification) for each lot of wire material.

Apply an approved sealer to all metallized surfaces in accordance with Section 9 of SSPC-CS 23. The sealer must either meet SSPC Paint 27 or is an alternate approved by the Engineer.

4.0 SURFACE PREPARATION AND TSC APPLICATION

Grind flame cut edges to remove the carbonized surface prior to blasting. Bevel all flame cut edges in accordance with Article 442-10(D) regardless of included angle. Blast clean surfaces to be metallized with grit or mineral abrasive in accordance with Steel Structures Painting Council SSPC SP-5/10(as specified) to impart an angular surface profile of 2.5 - 4.0 mils. Surface preparation hold times are in accordance with Section 7.32 of SSPC-CS 23. If flash rusting occurs prior to metallizing, blast clean the metal surface again. Apply the thermal sprayed coating only when the surface temperature of the steel is at least 5°F above the dew point.

At the beginning of each work period or shift, conduct bend tests in accordance with Section 6.5 of SSPC-CS 23.00. Any disbonding or delamination of the coating that exposes the substrate requires corrective action, additional testing, and the Engineer’s approval before resuming the metallizing process.

Apply TSC with the alloy to the thickness specified on the plans or as provided in the table below. All spot results (the average of 3 to 5 readings) must meet the minimum requirement. No additional tolerance (as allowed by SSPC PA-2) is permitted. (For Steel Beams: For pieces with less than 200 ft² measure 2 spots/surface per piece and for pieces greater than 200 ft² add 1 additional spots/surface for each 500 ft²).

| Application | Thickness | Alloy | Seal Coat |
|------------------------|------------------|------------------------|------------------|
| Pot Bearings | 8 mil | 85/15 Zinc (W-Zn-Al-2) | 0.5 mil |
| Armored Joint Angles | 8 mil | 85/15 Zinc (W-Zn-Al-2) | 0.5 mil |
| Modular Joints | 8 mil | 99.99% Zn (W-Zn-1) | 0.5 mil |
| Expansion Joint Seals | 8 mil | 99.99% Zn (W-Zn-1) | 0.5 mil |
| Optional Disc Bearings | 8 mil | 85/15 Zinc (W-Zn-Al-2) | 0.5 mil |

When noted on the plans or as specified in the above chart, apply the sealer to all metallized surfaces in accordance with the manufacturer’s recommendations and these provisions. Apply the seal coat only when the air temperature is above 40°F and the surface temperature of the steel is at least 5°F above the dew point. If the sealer is not

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applied within eight hours after the final application of TSC, the applicator verifies acceptable TSC surfaces and obtains approval from the Engineer before applying the sealer.

5.0 INSPECTION FREQUENCY

The TSC Contractor must conduct the following tests at the specified frequency and the results documented in a format approved by the Engineer.

| Test/Standard | Location | Frequency | Specification |
|------------------------------------------|---------------------------------|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Ambient Conditions | Site | Each Process | 5°F above the dew point |
| Abrasive Properties | Site | Each Day | Size, angularity, cleanliness |
| Surface Cleanliness SSPC Vis 1 | All Surfaces | Visual All Surfaces | SSPC-SP-10 Atmospheric Service SSPC-SP - 5 Immersion Service |
| Surface Profile ASTM D-4417 Method C | Random Surfaces | 3 per 500 ft ² | 2.5 - 4.0 mils |
| Bend Test SSPC-CS 23.00 | Site | 5 per shift | Pass Visual |
| Thickness SSPC PA-2R SSPC-CS 23.00 | Each Surface | Use the method in PA-2 Appendix 3 for Girders and Appendix 4 for frames and miscellaneous steel. See Note 1. | Zn - 8 mils minimum Al - 8 mils minimum Zn Al - 8 mils minimum Areas with more than twice the minimum thickness are inspected for compliance to the adhesion and cut testing requirements of this specification. |
| Adhesion ASTM 4541 | Random Surfaces Splice Areas | 1 set of 3 per 500 ft ² | Zn > 500 psi Al > 1000 psi Zn Al > 750 psi |
| Cut Test - SSPC-CS 23.00 | Random Surfaces | 3 sets of 3 per 500 ft ² | No peeling or delamination |
| Job Reference Std. SSPC-CS 23.00 | Site | 1 per job | Meets all the above requirements |

6.0 REPAIRS

All Repairs are to be performed in accordance with the procedures below, depending on whether the repair surface is hidden or exposed. As an exception to the following, field welded splices on joint angles and field welding bearing plates to girders may be repaired in accordance with the procedures for hidden surfaces.

For hidden surfaces (including but not limited to interior girders, interior faces of exterior girders, and below-grade sections of piles):

1. Welding of metallized surfaces may be performed only if specifically permitted by the Engineer. Remove metallizing at the location of field welds by blast cleaning (SSPC SP-6 finish), or hand (SSPC SP-2 finish) or power tool cleaning (SSPC SP-3 finish) just prior to welding. Clean sufficiently to prevent contamination of the weld. All repairs to welded connections are metallized in accordance with SSPC CS 23.00.
2. Minor areas less than or equal to 0.1 ft² exposing the substrate are metallized in accordance with SSPC CS 23.00 or painted in accordance with ASTM A780, "Repair of Damaged and Uncoated Areas of Hot Dip Galvanized Coatings."
3. Large areas greater than 0.1 ft² exposing the substrate are metallized in accordance with SSPC CS 23.00.
4. Damaged (burnished) areas not exposing the substrate with less than the specified coating thickness are metallized in accordance with SSPC CS 23.00 or painted in accordance with ASTM A780, "Repair of Damaged and Uncoated Areas of Hot Dip Galvanized Coatings."
5. Damaged (burnished) areas not exposing the substrate with more than the specified coating thickness are not repaired.
6. Defective coating is repaired by either method 2 or 3 depending on the area of the defect.

For Exposed Surfaces (including but not limited to exterior faces of exterior girders and above-grade sections of piles):

1. Welding of metallized surfaces may be performed only if specifically permitted by the Engineer. Remove metallization at the location of field welds by blast cleaning (SSPC SP-6 finish), or hand (SSPC SP-2 finish) or power tool cleaning (SSPC SP-3 finish) just prior to welding. Clean sufficiently to prevent contamination of the weld. All repairs to welded connections are metallized in accordance with SSPC CS 23.00.
2. All areas exposing the substrate are metallized in accordance with SSPC CS 23.00
3. Defective coating is repaired by either method 2 or 3 depending on the area of the defect.

7.0 TWELVE MONTH OBSERVATION PERIOD

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

- No visible rust, contamination or application defect is observed in any coated area.
- Painted surfaces have a uniform color and gloss.
- Surfaces have an adhesion of no less than 500 psi when tested in accordance with ASTM D-4541.

8.0 BASIS OF PAYMENT

The contract price bid for the bridge component to which the coating is applied will be full compensation for the thermal sprayed coating.

FALSEWORK AND FORMWORK**(4-5-12)****1.0 DESCRIPTION**

Use this Special Provision as a guide to develop temporary works submittals required by the Standard Specifications or other provisions; no additional submittals are required herein. Such temporary works include, but are not limited to, falsework and formwork.

Falsework is any temporary construction used to support the permanent structure until it becomes self-supporting. Formwork is the temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Access scaffolding is a temporary structure that functions as a work platform that supports construction personnel, materials, and tools, but is not intended to support the structure. Scaffolding systems that are used to temporarily support permanent structures (as opposed to functioning as work platforms) are considered to be falsework under the definitions given. Shoring is a component of falsework such as horizontal, vertical, or inclined support members. Where the term “temporary works” is used, it includes all of the temporary facilities used in bridge construction that do not become part of the permanent structure.

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

2.0 MATERIALS

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

3.0 DESIGN REQUIREMENTS**A. Working Drawings**

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

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

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

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

If requested by the Engineer, submit with the working drawings manufacturer's catalog data listing the weight of all construction equipment that will be supported on the temporary work. Show anticipated total settlements and/or deflections of falsework and forms on the working drawings. Include falsework footing settlements, joint take-up, and deflection of beams or girders.

As an option for the Contractor, overhang falsework hangers may be uniformly spaced, at a maximum of 36 inches, provided the following conditions are met:

| Member Type (PCG) | Member Depth, (inches) | Max. Overhang Width, (inches) | Max. Slab Edge Thickness, (inches) | Max. Screed Wheel Weight, (lbs.) | Bracket Min. Vertical Leg Extension, (inches) |
|-------------------|------------------------|-------------------------------|------------------------------------|----------------------------------|-----------------------------------------------|
| II | 36 | 39 | 14 | 2000 | 26 |
| III | 45 | 42 | 14 | 2000 | 35 |
| IV | 54 | 45 | 14 | 2000 | 44 |
| MBT | 63 | 51 | 12 | 2000 | 50 |
| MBT | 72 | 55 | 12 | 1700 | 48 |

Overhang width is measured from the centerline of the girder to the edge of the deck slab.

For Type II, III & IV prestressed concrete girders (PCG), 45-degree cast-in-place half hangers and rods must have a minimum safe working load of 6,000 lbs.

For MBT prestressed concrete girders, 45-degree angle holes for falsework hanger rods shall be cast through the girder top flange and located, measuring along the top of the member, 1'-2 1/2" from the edge of the top flange. Hanger hardware and rods must have a minimum safe working load of 6,000 lbs.

The overhang bracket provided for the diagonal leg shall have a minimum safe working load of 3,750 lbs. The vertical leg of the bracket shall extend to the point that the heel bears on the girder bottom flange, no closer than 4 inches from the bottom of the member. However, for 72-inch members, the heel of the bracket shall bear on the web, near the bottom flange transition.

Provide adequate overhang falsework and determine the appropriate adjustments for deck geometry, equipment, casting procedures and casting conditions.

If the optional overhang falsework spacing is used, indicate this on the falsework submittal and advise the girder producer of the proposed details. Failure to notify the Engineer of hanger type and hanger spacing on prestressed concrete girder casting drawings may delay the approval of those drawings.

Falsework hangers that support concentrated loads and are installed at the edge of thin top flange concrete girders (such as bulb tee girders) shall be spaced so as not to exceed 75% of the manufacturer's stated safe working load. Use of dual leg hangers (such as Meadow Burke HF-42 and HF-43) are not allowed on concrete girders with thin top flanges. Design the falsework and forms supporting deck slabs and overhangs on girder bridges so that there will be no differential settlement between the girders and the deck forms during placement of deck concrete.

When staged construction of the bridge deck is required, detail falsework and forms for screed and fluid concrete loads to be independent of any previous deck pour components when the mid-span girder deflection due to deck weight is greater than $\frac{3}{4}$ ".

Note on the working drawings any anchorages, connectors, inserts, steel sleeves or other such devices used as part of the falsework or formwork that remains in the permanent structure. If the plan notes indicate that the structure contains the necessary corrosion protection required for a Corrosive Site, epoxy coat, galvanize or metalize these devices. Electroplating will not be allowed. Any coating required by the Engineer will be considered incidental to the various pay items requiring temporary works.

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

1. Wind Loads

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

Table 2.2 - Wind Pressure Values

| Height Zone feet above ground | Pressure, lb/ft ² for Indicated Wind Velocity, mph | | | | |
|----------------------------------|---------------------------------------------------------------|----|----|-----|-----|
| | 70 | 80 | 90 | 100 | 110 |
| 0 to 30 | 15 | 20 | 25 | 30 | 35 |
| 30 to 50 | 20 | 25 | 30 | 35 | 40 |
| 50 to 100 | 25 | 30 | 35 | 40 | 45 |
| over 100 | 30 | 35 | 40 | 45 | 50 |

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2. Time of Removal

The following requirements replace those of Article 3.4.8.2.

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

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

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

| COUNTY | 25 YR (mph) | COUNTY | 25 YR (mph) | COUNTY | 25 YR (mph) |
|-----------|----------------|-----------|----------------|--------------|----------------|
| Alamance | 70 | Franklin | 70 | Pamlico | 100 |
| Alexander | 70 | Gaston | 70 | Pasquotank | 100 |
| Alleghany | 70 | Gates | 90 | Pender | 100 |
| Anson | 70 | Graham | 80 | Perquimans | 100 |
| Ashe | 70 | Granville | 70 | Person | 70 |
| Avery | 70 | Greene | 80 | Pitt | 90 |
| Beaufort | 100 | Guilford | 70 | Polk | 80 |
| Bertie | 90 | Halifax | 80 | Randolph | 70 |
| Bladen | 90 | Harnett | 70 | Richmond | 70 |
| Brunswick | 100 | Haywood | 80 | Robeson | 80 |
| Buncombe | 80 | Henderson | 80 | Rockingham | 70 |
| Burke | 70 | Hertford | 90 | Rowan | 70 |
| Cabarrus | 70 | Hoke | 70 | Rutherford | 70 |
| Caldwell | 70 | Hyde | 110 | Sampson | 90 |
| Camden | 100 | Iredell | 70 | Scotland | 70 |
| Carteret | 110 | Jackson | 80 | Stanley | 70 |
| Caswell | 70 | Johnston | 80 | Stokes | 70 |
| Catawba | 70 | Jones | 100 | Surry | 70 |
| Cherokee | 80 | Lee | 70 | Swain | 80 |
| Chatham | 70 | Lenoir | 90 | Transylvania | 80 |
| Chowan | 90 | Lincoln | 70 | Tyrell | 100 |
| Clay | 80 | Macon | 80 | Union | 70 |
| Cleveland | 70 | Madison | 80 | Vance | 70 |
| Columbus | 90 | Martin | 90 | Wake | 70 |
| Craven | 100 | McDowell | 70 | Warren | 70 |

| | | | | | |
|------------|-----|-------------|-----|------------|-----|
| Cumberland | 80 | Mecklenburg | 70 | Washington | 100 |
| Currituck | 100 | Mitchell | 70 | Watauga | 70 |
| Dare | 110 | Montgomery | 70 | Wayne | 80 |
| Davidson | 70 | Moore | 70 | Wilkes | 70 |
| Davie | 70 | Nash | 80 | Wilson | 80 |
| Duplin | 90 | New Hanover | 100 | Yadkin | 70 |
| Durham | 70 | Northampton | 80 | Yancey | 70 |
| Edgecombe | 80 | Onslow | 100 | | |
| Forsyth | 70 | Orange | 70 | | |

B. Review and Approval

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

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

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

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

4.0 CONSTRUCTION REQUIREMENTS

All requirements of Section 420 of the Standard Specifications apply.

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

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

A. Maintenance and Inspection

Inspect and maintain the temporary work in an acceptable condition throughout the period of its use. Certify that the manufactured devices have been maintained in

a condition to allow them to safely carry their rated loads. Clearly mark each piece so that its capacity can be readily determined at the job site.

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

B. Foundations

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

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

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

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

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

5.0 REMOVAL

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

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

6.0 METHOD OF MEASUREMENT

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

7.0 BASIS OF PAYMENT

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

SUBMITTAL OF WORKING DRAWINGS

(8-9-13)

1.0 GENERAL

Submit working drawings in accordance with Article 105-2 of the *Standard Specifications* and this provision. For this provision, “submittals” refers to only those listed in this provision. The list of submittals contained herein does not represent a list of required submittals for the project. Submittals are only necessary for those items as required by the contract. Make submittals that are not specifically noted in this provision directly to the Resident Engineer. Either the Structure Design Unit or the Geotechnical Engineering Unit or both units will jointly review submittals.

If a submittal contains variations from plan details or specifications or significantly affects project cost, field construction or operations, discuss the submittal with and submit all copies to the Resident Engineer. State the reason for the proposed variation in the submittal. To minimize review time, make sure all submittals are complete when initially submitted. Provide a contact name and information with each submittal. Direct any questions regarding submittal requirements to the Resident Engineer, Structure Design Unit contacts or the Geotechnical Engineering Unit contacts noted below.

In order to facilitate in-plant inspection by NCDOT and approval of working drawings, provide the name, address and telephone number of the facility where fabrication will actually be done if different than shown on the title block of the submitted working drawings. This includes, but is not limited to, precast concrete items, prestressed concrete items and fabricated steel or aluminum items.

2.0 ADDRESSES AND CONTACTS

For submittals to the Structure Design Unit, use the following addresses:

Via US mail:

Mr. T. K. Koch, P. E.
State Structures Engineer
North Carolina Department
of Transportation
Structures Management Unit
1581 Mail Service Center
Raleigh, NC 27699-1581

Attention: Mr. P. D. Lambert, P. E.

Via other delivery service:

Mr. T. K. Koch, P. E.
State Structures Engineer
North Carolina Department
of Transportation
Structures Management Unit
1000 Birch Ridge Drive
Raleigh, NC 27610

Attention: Mr. P. D. Lambert, P. E.

Submittals may also be made via email.

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Send submittals to:

plambert@ncdot.gov (Paul Lambert)

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

jgaither@ncdot.gov (James Gaither)

mrorie@ncdot.gov (Madonna Rorie)

For submittals to the Geotechnical Engineering Unit, use the following addresses:

For projects in Divisions 1-7, use the following Eastern Regional Office address:

Via US mail:

Mr. K. J. Kim, Ph. D., P. E.
Eastern Regional Geotechnical
Manager
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Eastern Regional Office
1570 Mail Service Center
Raleigh, NC 27699-1570

Via other delivery service:

Mr. K. J. Kim, Ph. D., P. E.
Eastern Regional Geotechnical
Manager
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Eastern Regional Office
3301 Jones Sausage Road, Suite 100
Garner, NC 27529

For projects in Divisions 8-14, use the following Western Regional Office address:

Via US mail:

Mr. Eric Williams, P. E.
Western Regional Geotechnical
Manager
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Western Regional Office
5253 Z Max Boulevard
Harrisburg, NC 28075

Via other delivery service:

Mr. Eric Williams, P. E.
Western Region Geotechnical
Manager
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Western Regional Office
5253 Z Max Boulevard
Harrisburg, NC 28075

The status of the review of structure-related submittals sent to the Structure Design Unit can be viewed from the Unit's web site, via the "Contractor Submittal" link.

Direct any questions concerning submittal review status, review comments or drawing markups to the following contacts:

Primary Structures Contact: Paul Lambert (919) 707 – 6407
 (919) 250 – 4082 facsimile
plambert@ncdot.gov

Secondary Structures Contacts: James Gaither (919) 707 – 6409
 Madonna Rorie (919) 707 – 6508

Eastern Regional Geotechnical Contact (Divisions 1-7):
 K. J. Kim (919) 662 – 4710
 (919) 662 – 3095 facsimile
kkim@ncdot.gov

Western Regional Geotechnical Contact (Divisions 8-14):
 Eric Williams (704) 455 – 8902
 (704) 455 – 8912 facsimile
ewilliams3@ncdot.gov

3.0 SUBMITTAL COPIES

- Furnish one complete copy of each submittal, including all attachments, to the Resident Engineer. At the same time, submit the number of hard copies shown below of the same complete submittal directly to the Structure Design Unit and/or the Geotechnical Engineering Unit.
- The first table below covers “Structure Submittals”. The Resident Engineer will receive review comments and drawing markups for these submittals from the Structure Design Unit. The second table in this section covers “Geotechnical Submittals”. The Resident Engineer will receive review comments and drawing markups for these submittals from the Geotechnical Engineering Unit.
- Unless otherwise required, submit one set of supporting calculations to either the Structure Design Unit or the Geotechnical Engineering Unit unless both units require submittal copies in which case submit a set of supporting calculations to each unit. Provide additional copies of any submittal as directed.

STRUCTURE SUBMITTALS

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

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|----------------------------------------------------------------------------|---------------------------|---|---------------------------------------------------------------------------------------------|
| Cofferdams | 6 | 2 | Article 410-4 |
| Foam Joint Seals ⁶ | 9 | 0 | “Foam Joint Seals” |
| Expansion Joint Seals (hold down plate type with base angle) | 9 | 0 | “Expansion Joint Seals” |
| Expansion Joint Seals (modular) | 2, then 9 | 0 | “Modular Expansion Joint Seals” |
| Expansion Joint Seals (strip seals) | 9 | 0 | “Strip Seals” |
| Falsework & Forms ² (substructure) | 8 | 0 | Article 420-3 & “Falsework and Formwork” |
| Falsework & Forms (superstructure) | 8 | 0 | Article 420-3 & “Falsework and Formwork” |
| Girder Erection over Railroad | 5 | 0 | Railroad Provisions |
| Maintenance and Protection of Traffic Beneath Proposed Structure | 8 | 0 | “Maintenance and Protection of Traffic Beneath Proposed Structure at Station ____” |
| Metal Bridge Railing | 8 | 0 | Plan Note |
| Metal Stay-in-Place Forms | 8 | 0 | Article 420-3 |
| Metalwork for Elastomeric Bearings ^{4,5} | 7 | 0 | Article 1072-8 |
| Miscellaneous Metalwork ^{4,5} | 7 | 0 | Article 1072-8 |
| Optional Disc Bearings ⁴ | 8 | 0 | “Optional Disc Bearings” |
| Overhead and Digital Message Signs (DMS) (metalwork and foundations) | 13 | 0 | Applicable Provisions |
| Placement of Equipment on Structures (cranes, etc.) | 7 | 0 | Article 420-20 |
| Pot Bearings ⁴ | 8 | 0 | “Pot Bearings” |
| Precast Concrete Box Culverts | 2, then 1 reproducible | 0 | “Optional Precast Reinforced Concrete Box Culvert at Station ____” |
| Prestressed Concrete Cored Slab (detensioning sequences) ³ | 6 | 0 | Article 1078-11 |

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| | | | |
|----------------------------------------------------------------------------------|---------------------------|---|-------------------------------------------------------------------------------------------------------------|
| Prestressed Concrete Deck Panels | 6 and 1 reproducible | 0 | Article 420-3 |
| Prestressed Concrete Girder (strand elongation and detensioning sequences) | 6 | 0 | Articles 1078-8 and 1078- 11 |
| Removal of Existing Structure over Railroad | 5 | 0 | Railroad Provisions |
| Revised Bridge Deck Plans (adaptation to prestressed deck panels) | 2, then 1 reproducible | 0 | Article 420-3 |
| Revised Bridge Deck Plans (adaptation to modular expansion joint seals) | 2, then 1 reproducible | 0 | “Modular Expansion Joint Seals” |
| Sound Barrier Wall (precast items) | 10 | 0 | Article 1077-2 & “Sound Barrier Wall” |
| Sound Barrier Wall Steel Fabrication Plans ⁵ | 7 | 0 | Article 1072-8 & “Sound Barrier Wall” |
| Structural Steel ⁴ | 2, then 7 | 0 | Article 1072-8 |
| Temporary Detour Structures | 10 | 2 | Article 400-3 & “Construction, Maintenance and Removal of Temporary Structure at Station _____” |
| TFE Expansion Bearings ⁴ | 8 | 0 | Article 1072-8 |

FOOTNOTES

1. References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Articles refer to the *Standard Specifications*.
2. Submittals for these items are necessary only when required by a note on plans.
3. Submittals for these items may not be required. A list of pre-approved sequences is available from the producer or the Materials & Tests Unit.
4. The fabricator may submit these items directly to the Structure Design Unit.
5. The two sets of preliminary submittals required by Article 1072-8 of the *Standard Specifications* are not required for these items.
6. Submittals for Fabrication Drawings are not required. Submittals for Catalogue Cuts of Proposed Material are required. See Section 5.A of the referenced provision.
7. Submittals are necessary only when the top slab thickness is 18” or greater.

GEOTECHNICAL SUBMITTALS

| Submittal | Copies Required by Geotechnical Engineering Unit | Copies Required by Structure Design Unit | Contract Reference Requiring Submittal ¹ |
|-------------------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------|----------------------------------------------------------------|
| Drilled Pier Construction Plans ² | 1 | 0 | Subarticle 411-3(A) |
| Crosshole Sonic Logging (CSL) Reports ² | 1 | 0 | Subarticle 411-5(A)(2) |
| Pile Driving Equipment Data Forms ^{2,3} | 1 | 0 | Subarticle 450-3(D)(2) |
| Pile Driving Analyzer (PDA) Reports ² | 1 | 0 | Subarticle 450-3(F)(3) |
| Retaining Walls ⁴ | 8 drawings, 2 calculations | 2 drawings | Applicable Provisions |
| Temporary Shoring ⁴ | 5 drawings, 2 calculations | 2 drawings | “Temporary Shoring” & “Temporary Soil Nail Walls” |

FOOTNOTES

- References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Subarticles refer to the *Standard Specifications*.
- Submit one hard copy of submittal to the Resident or Bridge Maintenance Engineer. Submit a second copy of submittal electronically (PDF via email) or by facsimile, US mail or other delivery service to the appropriate Geotechnical Engineering Unit regional office. Electronic submission is preferred.
- The Pile Driving Equipment Data Form is available from:
https://connect.ncdot.gov/resources/Geological/Pages/Geotech_Forms_Details.aspx
See second page of form for submittal instructions.
- Electronic copy of submittal is required. See referenced provision.

CRANE SAFETY

(8-15-05)

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

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

CRANE SAFETY SUBMITTAL LIST

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

GROUT FOR STRUCTURES

(9-30-11)

1.0 DESCRIPTION

This special provision addresses grout for use in pile blockouts, grout pockets, shear keys, dowel holes and recesses for structures. This provision does not apply to grout placed in post-tensioning ducts for bridge beams, girders, or decks. Mix and place grout in accordance with the manufacturer's recommendations, the applicable sections of the Standard Specifications and this provision.

2.0 MATERIAL REQUIREMENTS

Use a Department approved pre-packaged, non-shrink, non-metallic grout. Contact the Materials and Tests Unit for a list of approved pre-packaged grouts and consult the manufacturer to determine if the pre-packaged grout selected is suitable for the required application.

When using an approved pre-packaged grout, a grout mix design submittal is not required.

The grout shall be free of soluble chlorides and contain less than one percent soluble sulfate. Supply water in compliance with Article 1024-4 of the Standard Specifications.

Aggregate may be added to the mix only where recommended or permitted by the manufacturer and Engineer. The quantity and gradation of the aggregate shall be in accordance with the manufacturer's recommendations.

Admixtures, if approved by the Department, shall be used in accordance with the manufacturer's recommendations. The manufacture date shall be clearly stamped on each container. Admixtures with an expired shelf life shall not be used.

The Engineer reserves the right to reject material based on unsatisfactory performance.

Initial setting time shall not be less than 10 minutes when tested in accordance with ASTM C266.

Test the expansion and shrinkage of the grout in accordance with ASTM C1090. The grout shall expand no more than 0.2% and shall exhibit no shrinkage. Furnish a Type 4 material certification showing results of tests conducted to determine the properties listed in the Standard Specifications and to assure the material is non-shrink.

Unless required elsewhere in the contract the compressive strength at 3 days shall be at least 5000 psi. Compressive strength in the laboratory shall be determined in accordance with ASTM C109 except the test mix shall contain only water and the dry manufactured material. Compressive strength in the field will be determined by molding and testing 4" x 8" cylinders in accordance with AASHTO T22. Construction loading and traffic loading shall not be allowed until the 3 day compressive strength is achieved.

When tested in accordance with ASTM C666, Procedure A, the durability factor of the grout shall not be less than 80.

3.0 SAMPLING AND PLACEMENT

Place and maintain components in final position until grout placement is complete and accepted. Concrete surfaces to receive grout shall be free of defective concrete, laitance, oil, grease and other foreign matter. Saturate concrete surfaces with clean water and remove excess water prior to placing grout.

Do not place grout if the grout temperature is less than 50°F or more than 90°F or if the air temperature measured at the location of the grouting operation in the shade away from artificial heat is below 45°F.

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

Control grout delivery so the interval between placing batches in the same component does not exceed 20 minutes.

The Engineer will determine the locations to sample grout and the number and type of samples collected for field and laboratory testing. The compressive strength of the grout will be considered the average compressive strength test results of 3 cube or 2 cylinder specimens at 28 days.

4.0 BASIS OF PAYMENT

No separate payment will be made for "Grout for Structures". The cost of the material, equipment, labor, placement, and any incidentals necessary to complete the work shall be considered incidental to the structure item requiring grout.

County : Guilford

| 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 | 0029000000-N | SP | REINFORCED BRIDGE APPROACH FILL, STATION ***** (17+10.37 -Y-) | Lump Sum | L.S. | |
| 0004 | 0043000000-N | 226 | GRADING | Lump Sum | L.S. | |
| 0005 | 0050000000-E | 226 | SUPPLEMENTARY CLEARING & GRUB- BING | 1 ACR | | |
| 0006 | 0057000000-E | 226 | UNDERCUT EXCAVATION | 150 CY | | |
| 0007 | 0134000000-E | 240 | DRAINAGE DITCH EXCAVATION | 170 CY | | |
| 0008 | 0192000000-N | 260 | PROOF ROLLING | 10 HR | | |
| 0009 | 0195000000-E | 265 | SELECT GRANULAR MATERIAL | 100 CY | | |
| 0010 | 0196000000-E | 270 | GEOTEXTILE FOR SOIL STABILIZA- TION | 3,400 SY | | |
| 0011 | 0199000000-E | SP | TEMPORARY SHORING | 1,405 SF | | |
| 0012 | 0225000000-E | SP | REINFORCED SOIL SLOPES | 1,700 SY | | |
| 0013 | 0318000000-E | 300 | FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES | 79 TON | | |
| 0014 | 0320000000-E | 300 | FOUNDATION CONDITIONING GEO- TEXTILE | 267 SY | | |
| 0015 | 0343000000-E | 310 | 15" SIDE DRAIN PIPE | 164 LF | | |
| 0016 | 0344000000-E | 310 | 18" SIDE DRAIN PIPE | 68 LF | | |
| 0017 | 0345000000-E | 310 | 24" SIDE DRAIN PIPE | 72 LF | | |
| 0018 | 0348000000-E | 310 | *** SIDE DRAIN PIPE ELBOWS (15") | 8 EA | | |
| 0019 | 0348000000-E | 310 | *** SIDE DRAIN PIPE ELBOWS (18") | 2 EA | | |

County : Guilford

| Line # | Item Number | Sec # | Description | Quantity | Unit Cost | Amount |
|--------|--------------|-------|-----------------------------------------------------|--------------|-----------|--------|
| 0020 | 0366000000-E | 310 | 15" RC PIPE CULVERTS, CLASS III | 36 LF | | |
| 0021 | 0448200000-E | 310 | 15" RC PIPE CULVERTS, CLASS IV | 124 LF | | |
| 0022 | 0448300000-E | 310 | 18" RC PIPE CULVERTS, CLASS IV | 24 LF | | |
| 0023 | 0995000000-E | 340 | PIPE REMOVAL | 462 LF | | |
| 0024 | 0996000000-N | 350 | PIPE CLEAN-OUT | 2 EA | | |
| 0025 | 1000000000-E | 462 | 6" SLOPE PROTECTION | 100 SY | | |
| 0026 | 1099500000-E | 505 | SHALLOW UNDERCUT | 1,100 CY | | |
| 0027 | 1099700000-E | 505 | CLASS IV SUBGRADE STABILIZATION | 2,200 TON | | |
| 0028 | 1110000000-E | 510 | STABILIZER AGGREGATE | 500 TON | | |
| 0029 | 1115000000-E | SP | GEOTEXTILE FOR PAVEMENT STABILIZATION | 5,000 SY | | |
| 0030 | 1220000000-E | 545 | INCIDENTAL STONE BASE | 1,000 TON | | |
| 0031 | 1297000000-E | 607 | MILLING ASPHALT PAVEMENT, **** DEPTH (1-1/2") | 36,900 SY | | |
| 0032 | 1330000000-E | 607 | INCIDENTAL MILLING | 417 SY | | |
| 0033 | 1489000000-E | 610 | ASPHALT CONC BASE COURSE, TYPE B25.0B | 1,150 TON | | |
| 0034 | 1491000000-E | 610 | ASPHALT CONC BASE COURSE, TYPE B25.0C | 7,890 TON | | |
| 0035 | 1498000000-E | 610 | ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B | 750 TON | | |
| 0036 | 1503000000-E | 610 | ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C | 3,160 TON | | |
| 0037 | 1519000000-E | 610 | ASPHALT CONC SURFACE COURSE, TYPE S9.5B | 630 TON | | |

County : Guilford

| Line # | Item Number | Sec # | Description | Quantity | Unit Cost | Amount |
|--------|--------------|-------|--------------------------------------------|--------------|-----------|--------|
| 0038 | 1523000000-E | 610 | ASPHALT CONC SURFACE COURSE, TYPE S9.5C | 5,420 TON | | |
| 0039 | 1575000000-E | 620 | ASPHALT BINDER FOR PLANT MIX | 945 TON | | |
| 0040 | 1693000000-E | 654 | ASPHALT PLANT MIX, PAVEMENT REPAIR | 510 TON | | |
| 0041 | 2253000000-E | 840 | PIPE COLLARS | 1,644 CY | | |
| 0042 | 2286000000-N | 840 | MASONRY DRAINAGE STRUCTURES | 13 EA | | |
| 0043 | 2308000000-E | 840 | MASONRY DRAINAGE STRUCTURES | 2.3 LF | | |
| 0044 | 2364200000-N | 840 | FRAME WITH TWO GRATES, STD 840.20 | 6 EA | | |
| 0045 | 2365000000-N | 840 | FRAME WITH TWO GRATES, STD 840.22 | 3 EA | | |
| 0046 | 2367000000-N | 840 | FRAME WITH TWO GRATES, STD 840.29 | 2 EA | | |
| 0047 | 2396000000-N | 840 | FRAME WITH COVER, STD 840.54 | 2 EA | | |
| 0048 | 2556000000-E | 846 | SHOULDER BERM GUTTER | 30 LF | | |
| 0049 | 2577000000-E | 846 | CONCRETE EXPRESSWAY GUTTER | 1,460 LF | | |
| 0050 | 3030000000-E | 862 | STEEL BM GUARDRAIL | 3,025 LF | | |
| 0051 | 3150000000-N | 862 | ADDITIONAL GUARDRAIL POSTS | 5 EA | | |
| 0052 | 3210000000-N | 862 | GUARDRAIL ANCHOR UNITS, TYPE CAT-1 | 2 EA | | |
| 0053 | 3270000000-N | SP | GUARDRAIL ANCHOR UNITS, TYPE 350 | 6 EA | | |
| 0054 | 3317000000-N | 862 | GUARDRAIL ANCHOR UNITS, TYPE B-77 | 5 EA | | |
| 0055 | 3360000000-E | 863 | REMOVE EXISTING GUARDRAIL | 3,260 LF | | |

County : Guilford

| Line # | Item Number | Sec # | Description | Quantity | Unit Cost | Amount |
|--------|--------------|-------|------------------------------------------------------------|-------------|-----------|--------|
| 0056 | 3387000000-N | 862 | TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE ***** (B-77) | 1 EA | | |
| 0057 | 3389100000-N | SP | TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE 350 | 1 EA | | |
| 0058 | 3628000000-E | 876 | RIP RAP, CLASS I | 150 TON | | |
| 0059 | 3649000000-E | 876 | RIP RAP, CLASS B | 12 TON | | |
| 0060 | 3656000000-E | 876 | GEOTEXTILE FOR DRAINAGE | 1,076 SY | | |
| 0061 | 4054000000-E | 902 | PLAIN CONCRETE SIGN FOUNDATIONS | 1 CY | | |
| 0062 | 4057000000-E | SP | OVERHEAD FOOTING | 49 CY | | |
| 0063 | 4060000000-E | 903 | SUPPORTS, BREAKAWAY STEEL BEAM | 219 LB | | |
| 0064 | 4072000000-E | 903 | SUPPORTS, 3-LB STEEL U-CHANNEL | 818 LF | | |
| 0065 | 4082100000-N | SP | SUPPORTS, OVERHEAD SIGN STRUCTURE AT STA ***** (33+00 -L-) | Lump Sum | L.S. | |
| 0066 | 4082100000-N | SP | SUPPORTS, OVERHEAD SIGN STRUCTURE AT STA ***** (63+00 -L-) | Lump Sum | L.S. | |
| 0067 | 4102000000-N | 904 | SIGN ERECTION, TYPE E | 26 EA | | |
| 0068 | 4110000000-N | 904 | SIGN ERECTION, TYPE *** (GROUND MOUNTED) (A) | 1 EA | | |
| 0069 | 4149000000-N | 907 | DISPOSAL OF SIGN SYSTEM, OVERHEAD | 2 EA | | |
| 0070 | 4155000000-N | 907 | DISPOSAL OF SIGN SYSTEM, U-CHANNEL | 9 EA | | |
| 0071 | 4400000000-E | 1110 | WORK ZONE SIGNS (STATIONARY) | 1,090 SF | | |
| 0072 | 4405000000-E | 1110 | WORK ZONE SIGNS (PORTABLE) | 1,030 SF | | |

County : Guilford

| Line # | Item Number | Sec # | Description | Quantity | Unit Cost | Amount |
|--------|--------------|-------|------------------------------------------------------|----------|-----------|--------|
| 0073 | 4410000000-E | 1110 | WORK ZONE SIGNS (BARRICADE MOUNTED) | 270 | SF | |
| 0074 | 4415000000-N | 1115 | FLASHING ARROW BOARD | 8 | EA | |
| 0075 | 4420000000-N | 1120 | PORTABLE CHANGEABLE MESSAGE SIGN | 4 | EA | |
| 0076 | 4422000000-N | 1120 | PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM) | 4 | DAY | |
| 0077 | 4430000000-N | 1130 | DRUMS | 532 | EA | |
| 0078 | 4445000000-E | 1145 | BARRICADES (TYPE III) | 222 | LF | |
| 0079 | 4465000000-N | 1160 | TEMPORARY CRASH CUSHIONS | 8 | EA | |
| 0080 | 4480000000-N | 1165 | TMA | 4 | EA | |
| 0081 | 4485000000-E | 1170 | PORTABLE CONCRETE BARRIER | 11,774 | LF | |
| 0082 | 4650000000-N | 1251 | TEMPORARY RAISED PAVEMENT MARKERS | 1,744 | EA | |
| 0083 | 4685000000-E | 1205 | THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS) | 1,634 | LF | |
| 0084 | 4686000000-E | 1205 | THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS) | 2,579 | LF | |
| 0085 | 4688000000-E | 1205 | THERMOPLASTIC PAVEMENT MARKING LINES (6", 90 MILS) | 15,812 | LF | |
| 0086 | 4690000000-E | 1205 | THERMOPLASTIC PAVEMENT MARKING LINES (6", 120 MILS) | 3,907 | LF | |
| 0087 | 4695000000-E | 1205 | THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS) | 200 | LF | |
| 0088 | 4700000000-E | 1205 | THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS) | 1,589 | LF | |
| 0089 | 4702000000-E | 1205 | THERMOPLASTIC PAVEMENT MARKING LINES (12", 120 MILS) | 335 | LF | |

County : Guilford

| Line # | Item Number | Sec # | Description | Quantity | Unit Cost | Amount |
|--------|--------------|-------|----------------------------------------------------------------|---------------|-----------|--------|
| 0090 | 4725000000-E | 1205 | THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS) | 3 EA | | |
| 0091 | 4770000000-E | 1205 | COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (II) | 1,168 LF | | |
| 0092 | 4815000000-E | 1205 | PAINT PAVEMENT MARKING LINES (6") | 127,448 LF | | |
| 0093 | 4825000000-E | 1205 | PAINT PAVEMENT MARKING LINES (12") | 5,628 LF | | |
| 0094 | 4855000000-E | 1205 | REMOVAL OF PAVEMENT MARKING LINES (6") | 19,996 LF | | |
| 0095 | 4865000000-E | 1205 | REMOVAL OF PAVEMENT MARKING LINES (12") | 141 LF | | |
| 0096 | 4875000000-N | 1205 | REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS | 8 EA | | |
| 0097 | 4900000000-N | 1251 | PERMANENT RAISED PAVEMENT MARKERS | 5 EA | | |
| 0098 | 4905000000-N | 1253 | SNOWPLOWABLE PAVEMENT MARKERS | 389 EA | | |
| 0099 | 5255000000-N | 1413 | PORTABLE LIGHTING | Lump Sum | L.S. | |
| 0100 | 5326200000-E | 1510 | 12" WATER LINE | 360 LF | | |
| 0101 | 5836000000-E | 1540 | 24" ENCASEMENT PIPE | 70 LF | | |
| 0102 | 5872200000-E | 1550 | TRENCHLESS INSTALLATION OF 24" IN SOIL | 35 LF | | |
| 0103 | 5872210000-E | 1550 | TRENCHLESS INSTALLATION OF 24" NOT IN SOIL | 35 LF | | |
| 0104 | 6000000000-E | 1605 | TEMPORARY SILT FENCE | 6,100 LF | | |
| 0105 | 6006000000-E | 1610 | STONE FOR EROSION CONTROL, CLASS A | 465 TON | | |
| 0106 | 6009000000-E | 1610 | STONE FOR EROSION CONTROL, CLASS B | 550 TON | | |

County : Guilford

| Line # | Item Number | Sec # | Description | Quantity | Unit Cost | Amount |
|--------|--------------|-------|---------------------------------------|-------------|-----------|--------|
| 0107 | 6012000000-E | 1610 | SEDIMENT CONTROL STONE | 430 TON | | |
| 0108 | 6015000000-E | 1615 | TEMPORARY MULCHING | 9 ACR | | |
| 0109 | 6018000000-E | 1620 | SEED FOR TEMPORARY SEEDING | 600 LB | | |
| 0110 | 6021000000-E | 1620 | FERTILIZER FOR TEMPORARY SEED- ING | 3 TON | | |
| 0111 | 6024000000-E | 1622 | TEMPORARY SLOPE DRAINS | 300 LF | | |
| 0112 | 6029000000-E | SP | SAFETY FENCE | 200 LF | | |
| 0113 | 6030000000-E | 1630 | SILT EXCAVATION | 2,500 CY | | |
| 0114 | 6036000000-E | 1631 | MATTING FOR EROSION CONTROL | 8,000 SY | | |
| 0115 | 6037000000-E | SP | COIR FIBER MAT | 100 SY | | |
| 0116 | 6038000000-E | SP | PERMANENT SOIL REINFORCEMENT MAT | 4,550 SY | | |
| 0117 | 6042000000-E | 1632 | 1/4" HARDWARE CLOTH | 600 LF | | |
| 0118 | 6071010000-E | SP | WATTLE | 500 LF | | |
| 0119 | 6071013000-E | SP | WATTLE BARRIER | 900 LF | | |
| 0120 | 6071020000-E | SP | POLYACRYLAMIDE (PAM) | 250 LB | | |
| 0121 | 6071030000-E | 1640 | COIR FIBER BAFFLE | 500 LF | | |
| 0122 | 6084000000-E | 1660 | SEEDING & MULCHING | 9 ACR | | |
| 0123 | 6087000000-E | 1660 | MOWING | 6 ACR | | |
| 0124 | 6090000000-E | 1661 | SEED FOR REPAIR SEEDING | 100 LB | | |
| 0125 | 6093000000-E | 1661 | FERTILIZER FOR REPAIR SEEDING | 0.25 TON | | |
| 0126 | 6096000000-E | 1662 | SEED FOR SUPPLEMENTAL SEEDING | 225 LB | | |

County : Guilford

| Line # | Item Number | Sec # | Description | Quantity | Unit Cost | Amount |
|--------|--------------|-------|------------------------------------------------------|----------|-----------|--------|
| 0127 | 6108000000-E | 1665 | FERTILIZER TOPDRESSING | 6.25 | TON | |
| 0128 | 6114500000-N | 1667 | SPECIALIZED HAND MOWING | 10 | MHR | |
| 0129 | 6117000000-N | SP | RESPONSE FOR EROSION CONTROL | 25 | EA | |
| 0130 | 7279000000-E | 1715 | TRACER WIRE | 9,500 | LF | |
| 0131 | 7300000000-E | 1715 | UNPAVED TRENCHING (*****) (2, 2") | 9,200 | LF | |
| 0132 | 7301000000-E | 1715 | DIRECTIONAL DRILL (*****) (2, 2") | 400 | LF | |
| 0133 | 7348000000-N | 1716 | JUNCTION BOX (OVER-SIZED, HEAVY DUTY) | 21 | EA | |
| 0134 | 7516000000-E | 1730 | COMMUNICATIONS CABLE (**FIBER) (72) | 10,200 | LF | |
| 0135 | 7541000000-N | 1731 | MODIFY SPLICE ENCLOSURE | 2 | EA | |
| 0136 | 7566000000-N | 1733 | DELINEATOR MARKER | 21 | EA | |
| 0137 | 7980000000-N | SP | GENERIC SIGNAL ITEM REPAIR FIBER OPTIC SPLICE | 6 | EA | |
| 0138 | 7985000000-N | SP | GENERIC SIGNAL ITEM INTEGRATION AND CONFIGURATION | Lump Sum | L.S. | |

STRUCTURE ITEMS

| | | | | | | |
|------|--------------|-----|-------------------------------------------------------------------------|----------|------|--|
| 0139 | 8035000000-N | 402 | REMOVAL OF EXISTING STRUCTURE AT STATION ***** (27+40.75 -L-) | Lump Sum | L.S. | |
| 0140 | 8091000000-N | 410 | FOUNDATION EXCAVATION FOR BENT ** AT STATION ***** (27+40.75 -L-) | Lump Sum | L.S. | |
| 0141 | 8112730000-N | 450 | PDA TESTING | 1 | EA | |
| 0142 | 8147000000-E | 420 | REINFORCED CONCRETE DECK SLAB | 9,577 | SF | |

County : Guilford

| Line # | Item Number | Sec # | Description | Quantity | Unit Cost | Amount |
|--------|--------------|-------|-----------------------------------------------------------|----------|-----------|--------|
| 0143 | 8161000000-E | 420 | GROOVING BRIDGE FLOORS | 9,578 | SF | |
| 0144 | 8182000000-E | 420 | CLASS A CONCRETE (BRIDGE) | 139.7 | CY | |
| 0145 | 8210000000-N | 422 | BRIDGE APPROACH SLABS, STATION ***** (27+40.75 -L-) | Lump Sum | L.S. | |
| 0146 | 8217000000-E | 425 | REINFORCING STEEL (BRIDGE) | 25,971 | LB | |
| 0147 | 8238000000-E | 425 | SPIRAL COLUMN REINFORCING STEEL (BRIDGE) | 1,279 | LB | |
| 0148 | 8277000000-E | 430 | MODIFIED 72" PRESTRESSED CONC GIRDERS | 962.16 | LF | |
| 0149 | 8364000000-E | 450 | HP12X53 STEEL PILES | 1,120 | LF | |
| 0150 | 8384000000-E | 450 | HP14X73 STEEL PILES | 855 | LF | |
| 0151 | 8393000000-N | 450 | PILE REDRIVES | 36 | EA | |
| 0152 | 8503000000-E | 460 | CONCRETE BARRIER RAIL | 484.63 | LF | |
| 0153 | 8531000000-E | 462 | 4" SLOPE PROTECTION | 395 | SY | |
| 0154 | 8657000000-N | 430 | ELASTOMERIC BEARINGS | Lump Sum | L.S. | |

0916/May05/Q390834.934/D643622613000/E154

Total Amount Of Bid For Entire Project :

Vendor 1 of 4: FLATIRON CONSTRUCTORS, INC. BLYTHE
DEVELOPMENT CO JOINT VENT (12239)
Call Order 010 (Proposal: C203290)

Bid Information

Proposal County: GUILFORD

Vendor Address: 385 Interlocken Cresent Blvd
Broomfield , Colorado , 80021

Signature Check: Bernie_Herrmann_12239

Time Bid Received: June 16, 2015 12:40 PM

Amendment Count: 0

Bid Checksum: 80EF28A0

Bid Total: \$4,955,491.02

Items Total: \$4,955,491.02

Time Total: \$0.00

Bidding Errors:

None.

DBE GOAL SET 11.0

DBE GOAL MET 11.0

Vendor 1 of 4: FLATIRON CONSTRUCTORS, INC. BLYTHE
DEVELOPMENT CO JOINT VENT (12239)
Call Order 010 (Proposal: C203290)

Bid Bond Information

| | |
|-----------------------------|--------------------------------------------------------------|
| Projects: | Bond Maximum: |
| Counties: | State of Incorporation: |
| Bond ID: SNC15152154 | Agency Execution Date: 6/15/2015 12 |
| Paid by Check: No | Surety Name: surety2000 |
| Bond Percent: 5% | Bond Agency Name: Liberty Mutual Insurance Company |

Bidder 4 of 4

Vendor 12239's Bid Information for Call 010, Letting L150616, 06/16/15

Flatiron Constructors, Inc-Blythe Development JV (12239)
Call Order 010 (Proposal ID C203290)

LIST OF DBE PARTICIPANTS

| VENDOR NUMBER | DBE NAME ADDRESS | WORK CODE TYPE OF WORK | CERT TYPE AMOUNT | |
|---------------|------------------------------------------------------------------------------------|------------------------|------------------|------------------------|
| 12814WB | GARNER-MURPHY CONSTRUCTION, INC 130 CHUCK GARNER TRAIL , GRAHAM, NC 27253 | | Sub | 99,229.20 Committed |
| 12802WB | NICKELSTON INDUSTRIES, INC. POST OFFICE BOX 133 , LAWSONVILLE, NC 27022 | | Sub | 67,518.00 Committed |
| 4761WB | TRAFFIC CONTROL SAFETY SERVICES POST OFFICE BOX 24511 , WINSTON-SALEM, NC 27114 | | Sub | 389,266.54 Committed |
| | | | TOTAL: | \$556,013.74 11.22% |

Vendor 12239's Bid Information for Call 010, Letting L150616, 06/16/15

Flatiron Constructors, Inc-Blythe Development JV (12239)
Call Order 010 (Proposal ID C203290)

Miscellaneous Data Info - Contractor Responses:
=====

NON-COLLUSION AND DEBARMENT CERTIFICATION

Explanation of the prospective bidder that is unable to certify to any of the statements in this certification:

Explanation:
NOT ANSWERED
NOT ANSWERED
NOT ANSWERED
NOT ANSWERED

AWARD LIMITS ON MULTIPLE PROJECTS

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects. No

It is the desire of the Bidder to be awarded contracts, the value of which will not exceed a total of NOT ANSWERED for those projects indicated herein, for which bids will be opened on (MM/DD/YY)

The Award Limits shall apply to the following projects:

| Contract Number | County |
|-----------------|--------|
| NOT ANSWERED | |
| NOT ANSWERED | |
| NOT ANSWERED | |
| NOT ANSWERED | |
| NOT ANSWERED | |
| NOT ANSWERED | |

Bid Bond Data Info - Contractor Responses:
=====

Bidder 1 of 4

BondID: SNC15152154
Surety Registry Agency: surety2000
Verified?: Yes
Surety Agency: Liberty Mutual Insurance Company
Bond Execution Date: 6/15/2015 12
Bond Amount: \$247,774.55 (Five Percent of Bid)

Dept of Transportation

Revised:

Contract ID: C203290

Project(s): NHF-0708(62)

Letting Date: 06-16-15 Call Order: 010

Bidder: 12239 - Flatiron Constructors, Inc-Blythe Development JV

| 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 | 247,000.00 |
| 0002 | 0000400000-N CONSTRUCTION SURVEYING | LUMP | LUMP | 78,000.00 |
| 0003 | 0029000000-N REINFORCED BRIDGE APPROACH FILL, STATION ***** (17+10.37 -Y-) | LUMP | LUMP | 14,500.00 |
| 0004 | 0043000000-N GRADING | LUMP | LUMP | 320,000.00 |
| 0005 | 0050000000-E SUPPLEMENTARY CLEARING & GRUB-BING | 1.000 ACR | 4,600.00000 | 4,600.00 |
| 0006 | 0057000000-E UNDERCUT EXCAVATION | 150.000 CY | 26.00000 | 3,900.00 |
| 0007 | 0134000000-E DRAINAGE DITCH EXCAVATION | 170.000 CY | 3.00000 | 510.00 |
| 0008 | 0192000000-N PROOF ROLLING | 10.000 HR | 120.00000 | 1,200.00 |
| 0009 | 0195000000-E SELECT GRANULAR MATERIAL | 100.000 CY | 14.00000 | 1,400.00 |
| 0010 | 0196000000-E GEOTEXTILE FOR SOIL STABILIZATION | 3,400.000 SY | 2.50000 | 8,500.00 |

Dept of Transportation

Revised:

Contract ID: C203290

Project(s): NHF-0708(62)

Letting Date: 06-16-15 Call Order: 010

Bidder: 12239 - Flatiron Constructors, Inc-Blythe Development JV

| Line No. | Item Description | Approx. Quantity and Units | Unit Price Dollars Cts | Bid Amount Dollars Ct |
|----------|-----------------------------------------------------------------|----------------------------|--------------------------|-------------------------|
| 0011 | 0199000000-E TEMPORARY SHORING | 1,405.000 SF | 18.00000 | 25,290.00 |
| 0012 | 0225000000-E REINFORCED SOIL SLOPES | 1,700.000 SY | 13.00000 | 22,100.00 |
| 0013 | 0318000000-E FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES | 79.000 TON | 30.00000 | 2,370.00 |
| 0014 | 0320000000-E FOUNDATION CONDITIONING GEOTEXTILE | 267.000 SY | 1.50000 | 400.50 |
| 0015 | 0343000000-E 15" SIDE DRAIN PIPE | 164.000 LF | 70.00000 | 11,480.00 |
| 0016 | 0344000000-E 18" SIDE DRAIN PIPE | 68.000 LF | 80.00000 | 5,440.00 |
| 0017 | 0345000000-E 24" SIDE DRAIN PIPE | 72.000 LF | 82.00000 | 5,904.00 |
| 0018 | 0348000000-E ***" SIDE DRAIN PIPE ELBOWS (15") | 8.000 EA | 400.00000 | 3,200.00 |
| 0019 | 0348000000-E ***" SIDE DRAIN PIPE ELBOWS (18") | 2.000 EA | 420.00000 | 840.00 |
| 0020 | 0366000000-E 15" RC PIPE CULVERTS, CLASS III | 36.000 LF | 150.00000 | 5,400.00 |
| 0021 | 0448200000-E 15" RC PIPE CULVERTS, CLASS IV | 124.000 LF | 60.00000 | 7,440.00 |
| 0022 | 0448300000-E 18" RC PIPE CULVERTS, CLASS IV | 24.000 LF | 90.00000 | 2,160.00 |

Dept of Transportation

Revised:

Contract ID: C203290

Project(s): NHF-0708(62)

Letting Date: 06-16-15 Call Order: 010

Bidder: 12239 - Flatiron Constructors, Inc-Blythe Development JV

| Line No. | Item Description | Approx. Quantity and Units | Unit Price Dollars Cts | Bid Amount Dollars Ct |
|----------|-----------------------------------------------------------------|----------------------------|--------------------------|-------------------------|
| 0023 | 0995000000-E PIPE REMOVAL | 462.000 LF | 27.00000 | 12,474.00 |
| 0024 | 0996000000-N PIPE CLEAN-OUT | 2.000 EA | 900.00000 | 1,800.00 |
| 0025 | 1000000000-E 6" SLOPE PROTECTION | 100.000 SY | 75.00000 | 7,500.00 |
| 0026 | 1099500000-E SHALLOW UNDERCUT | 1,100.000 CY | 4.80000 | 5,280.00 |
| 0027 | 1099700000-E CLASS IV SUBGRADE STABILIZA- TION | 2,200.000 TON | 15.50000 | 34,100.00 |
| 0028 | 1110000000-E STABILIZER AGGREGATE | 500.000 TON | 20.00000 | 10,000.00 |
| 0029 | 1115000000-E GEOTEXTILE FOR PAVEMENT STA- BILIZATION | 5,000.000 SY | 2.20000 | 11,000.00 |
| 0030 | 1220000000-E INCIDENTAL STONE BASE | 1,000.000 TON | 35.00000 | 35,000.00 |
| 0031 | 1297000000-E MILLING ASPHALT PAVEMENT, ***"DEPTH (1-1/2") | 36,900.000 SY | 1.10000 | 40,590.00 |
| 0032 | 1330000000-E INCIDENTAL MILLING | 417.000 SY | 10.00000 | 4,170.00 |
| 0033 | 1489000000-E ASPHALT CONC BASE COURSE, TYPE B25.0B | 1,150.000 TON | 41.00000 | 47,150.00 |
| 0034 | 1491000000-E ASPHALT CONC BASE COURSE, TYPE B25.0C | 7,890.000 TON | 36.00000 | 284,040.00 |

Dept of Transportation

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| Line No. | Item Description | Approx. Quantity and Units | Unit Price Dollars Cts | Bid Amount Dollars Ct |
|----------|------------------------------------------------------------|----------------------------|--------------------------|-------------------------|
| 0035 | 1498000000-E ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B | 750.000 TON | 40.00000 | 30,000.00 |
| 0036 | 1503000000-E ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C | 3,160.000 TON | 37.00000 | 116,920.00 |
| 0037 | 1519000000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5B | 630.000 TON | 41.00000 | 25,830.00 |
| 0038 | 1523000000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5C | 5,420.000 TON | 41.00000 | 222,220.00 |
| 0039 | 1575000000-E ASPHALT BINDER FOR PLANT MIX | 945.000 TON | 560.00000 | 529,200.00 |
| 0040 | 1693000000-E ASPHALT PLANT MIX, PAVEMENT REPAIR | 510.000 TON | 130.00000 | 66,300.00 |
| 0041 | 2253000000-E PIPE COLLARS | 1.644 CY | 1,150.00000 | 1,890.60 |
| 0042 | 2286000000-N MASONRY DRAINAGE STRUCTURES | 13.000 EA | 1,400.00000 | 18,200.00 |
| 0043 | 2308000000-E MASONRY DRAINAGE STRUCTURES | 2.300 LF | 400.00000 | 920.00 |
| 0044 | 2364200000-N FRAME WITH TWO GRATES, STD 840.20 | 6.000 EA | 700.00000 | 4,200.00 |
| 0045 | 2365000000-N FRAME WITH TWO GRATES, STD 840.22 | 3.000 EA | 700.00000 | 2,100.00 |
| 0046 | 2367000000-N FRAME WITH TWO GRATES, STD 840.29 | 2.000 EA | 700.00000 | 1,400.00 |

Dept of Transportation

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| Line No. | Item Description | Approx. Quantity and Units | Unit Price Dollars Cts | Bid Amount Dollars Ct |
|----------|------------------------------------------------------------------|----------------------------|--------------------------|-------------------------|
| 0047 | 2396000000-N FRAME WITH COVER, STD 840.54 | 2.000 EA | 600.00000 | 1,200.00 |
| 0048 | 2556000000-E SHOULDER BERM GUTTER | 30.000 LF | 38.00000 | 1,140.00 |
| 0049 | 2577000000-E CONCRETE EXPRESSWAY GUTTER | 1,460.000 LF | 30.00000 | 43,800.00 |
| 0050 | 3030000000-E STEEL BM GUARDRAIL | 3,025.000 LF | 15.00000 | 45,375.00 |
| 0051 | 3150000000-N ADDITIONAL GUARDRAIL POSTS | 5.000 EA | 52.00000 | 260.00 |
| 0052 | 3210000000-N GUARDRAIL ANCHOR UNITS, TYPE CAT-1 | 2.000 EA | 510.00000 | 1,020.00 |
| 0053 | 3270000000-N GUARDRAIL ANCHOR UNITS, TYPE 350 | 6.000 EA | 1,725.00000 | 10,350.00 |
| 0054 | 3317000000-N GUARDRAIL ANCHOR UNITS, TYPE B-77 | 5.000 EA | 1,570.00000 | 7,850.00 |
| 0055 | 3360000000-E REMOVE EXISTING GUARDRAIL | 3,260.000 LF | 0.85000 | 2,771.00 |
| 0056 | 3387000000-N TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE ***** (B-77) | 1.000 EA | 1,600.00000 | 1,600.00 |
| 0057 | 3389100000-N TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE 350 | 1.000 EA | 1,720.00000 | 1,720.00 |

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Letting Date: 06-16-15 Call Order: 010

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| Line No. | Item Description | Approx. Quantity and Units | Unit Price Dollars Cts | Bid Amount Dollars Ct |
|----------|--------------------------------------------------------------------------|----------------------------|--------------------------|-------------------------|
| 0058 | 3628000000-E RIP RAP, CLASS I | 150.000 TON | 68.00000 | 10,200.00 |
| 0059 | 3649000000-E RIP RAP, CLASS B | 12.000 TON | 175.00000 | 2,100.00 |
| 0060 | 3656000000-E GEOTEXTILE FOR DRAINAGE | 1,076.000 SY | 3.00000 | 3,228.00 |
| 0061 | 4054000000-E PLAIN CONCRETE SIGN FOUNDATIONS | 1.000 CY | 11.00000 | 11.00 |
| 0062 | 4057000000-E OVERHEAD FOOTING | 49.000 CY | 1,550.00000 | 75,950.00 |
| 0063 | 4060000000-E SUPPORTS, BREAKAWAY STEEL BEAM | 219.000 LB | 10.00000 | 2,190.00 |
| 0064 | 4072000000-E SUPPORTS, 3-LB STEEL U-CHANNEL | 818.000 LF | 5.50000 | 4,499.00 |
| 0065 | 4082100000-N SUPPORTS, OVERHEAD SIGN STRUC-TURE AT STA ***** (33+00 -L-) | LUMP | LUMP | 75,000.00 |
| 0066 | 4082100000-N SUPPORTS, OVERHEAD SIGN STRUC-TURE AT STA ***** (63+00 -L-) | LUMP | LUMP | 75,000.00 |
| 0067 | 4102000000-N SIGN ERECTION, TYPE E | 26.000 EA | 80.00000 | 2,080.00 |
| 0068 | 4110000000-N SIGN ERECTION, TYPE *** (GROUND MOUNTED) (A) | 1.000 EA | 500.00000 | 500.00 |
| 0069 | 4149000000-N DISPOSAL OF SIGN SYSTEM, OVER-HEAD | 2.000 EA | 4,000.00000 | 8,000.00 |

Dept of Transportation

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Project(s): NHF-0708(62)

Letting Date: 06-16-15 Call Order: 010

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| Line No. | Item Description | Approx. Quantity and Units | Unit Price Dollars Cts | Bid Amount Dollars Ct |
|----------|------------------------------------------------------------|----------------------------|--------------------------|-------------------------|
| 0070 | 4155000000-N DISPOSAL OF SIGN SYSTEM, U- CHANNEL | 9.000 EA | 1.10000 | 9.90 |
| 0071 | 4400000000-E WORK ZONE SIGNS (STATIONARY) | 1,090.000 SF | 4.50000 | 4,905.00 |
| 0072 | 4405000000-E WORK ZONE SIGNS (PORTABLE) | 1,030.000 SF | 9.00000 | 9,270.00 |
| 0073 | 4410000000-E WORK ZONE SIGNS (BARRICADE MOUNTED) | 270.000 SF | 5.50000 | 1,485.00 |
| 0074 | 4415000000-N FLASHING ARROW BOARD | 8.000 EA | 1,900.00000 | 15,200.00 |
| 0075 | 4420000000-N PORTABLE CHANGEABLE MESSAGE SIGN | 4.000 EA | 6,500.00000 | 26,000.00 |
| 0076 | 4422000000-N PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM) | 4.000 DAY | 54.00000 | 216.00 |
| 0077 | 4430000000-N DRUMS | 532.000 EA | 45.00000 | 23,940.00 |
| 0078 | 4445000000-E BARRICADES (TYPE III) | 222.000 LF | 17.00000 | 3,774.00 |
| 0079 | 4465000000-N TEMPORARY CRASH CUSHIONS | 8.000 EA | 4,500.00000 | 36,000.00 |
| 0080 | 4480000000-N TMA | 4.000 EA | 16,000.00000 | 64,000.00 |
| 0081 | 4485000000-E PORTABLE CONCRETE BARRIER | 11,774.000 LF | 19.00000 | 223,706.00 |

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| Line No. | Item Description | Approx. Quantity and Units | Unit Price Dollars Cts | Bid Amount Dollars Ct |
|----------|-----------------------------------------------------------------------------|----------------------------|--------------------------|-------------------------|
| 0082 | 4650000000-N TEMPORARY RAISED PAVEMENT MARKERS | 1,744.000 EA | 5.00000 | 8,720.00 |
| 0083 | 4685000000-E THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS) | 1,634.000 LF | 0.60000 | 980.40 |
| 0084 | 4686000000-E THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS) | 2,579.000 LF | 0.65000 | 1,676.35 |
| 0085 | 4688000000-E THERMOPLASTIC PAVEMENT MARKING LINES (6", 90 MILS) | 15,812.000 LF | 0.70000 | 11,068.40 |
| 0086 | 4690000000-E THERMOPLASTIC PAVEMENT MARKING LINES (6", 120 MILS) | 3,907.000 LF | 0.85000 | 3,320.95 |
| 0087 | 4695000000-E THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS) | 200.000 LF | 3.00000 | 600.00 |
| 0088 | 4700000000-E THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS) | 1,589.000 LF | 1.50000 | 2,383.50 |
| 0089 | 4702000000-E THERMOPLASTIC PAVEMENT MARKING LINES (12", 120 MILS) | 335.000 LF | 1.50000 | 502.50 |
| 0090 | 4725000000-E THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS) | 3.000 EA | 300.00000 | 900.00 |
| 0091 | 4770000000-E COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (II) | 1,168.000 LF | 2.00000 | 2,336.00 |
| 0092 | 4815000000-E PAINT PAVEMENT MARKING LINES (6") | 127,448.000 LF | 0.20000 | 25,489.60 |

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| Line No. | Item Description | Approx. Quantity and Units | Unit Price Dollars Cts | Bid Amount Dollars Ct |
|----------|---------------------------------------------------------------|----------------------------|--------------------------|-------------------------|
| 0093 | 4825000000-E PAINT PAVEMENT MARKING LINES (12") | 5,628.000 LF | 0.50000 | 2,814.00 |
| 0094 | 4855000000-E REMOVAL OF PAVEMENT MARKING LINES (6") | 19,996.000 LF | 0.50000 | 9,998.00 |
| 0095 | 4865000000-E REMOVAL OF PAVEMENT MARKING LINES (12") | 141.000 LF | 1.00000 | 141.00 |
| 0096 | 4875000000-N REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS | 8.000 EA | 50.00000 | 400.00 |
| 0097 | 4900000000-N PERMANENT RAISED PAVEMENT MARKERS | 5.000 EA | 5.00000 | 25.00 |
| 0098 | 4905000000-N SNOWPLOWABLE PAVEMENT MARKERS | 389.000 EA | 35.00000 | 13,615.00 |
| 0099 | 5255000000-N PORTABLE LIGHTING | LUMP | LUMP | 3,000.00 |
| 0100 | 5326200000-E 12" WATER LINE | 360.000 LF | 275.00000 | 99,000.00 |
| 0101 | 5836000000-E 24" ENCASMENT PIPE | 70.000 LF | 160.00000 | 11,200.00 |
| 0102 | 5872200000-E TRENCHLESS INSTALLATION OF 24" IN SOIL | 35.000 LF | 160.00000 | 5,600.00 |
| 0103 | 5872210000-E TRENCHLESS INSTALLATION OF 24" NOT IN SOIL | 35.000 LF | 375.00000 | 13,125.00 |
| 0104 | 6000000000-E TEMPORARY SILT FENCE | 6,100.000 LF | 1.80000 | 10,980.00 |

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| Line No. | Item Description | Approx. Quantity and Units | Unit Price Dollars Cts | Bid Amount Dollars Ct |
|----------|-------------------------------------------------|----------------------------|--------------------------|-------------------------|
| 0105 | 6006000000-E STONE FOR EROSION CONTROL, CLASS A | 465.000 TON | 31.00000 | 14,415.00 |
| 0106 | 6009000000-E STONE FOR EROSION CONTROL, CLASS B | 550.000 TON | 47.00000 | 25,850.00 |
| 0107 | 6012000000-E SEDIMENT CONTROL STONE | 430.000 TON | 38.00000 | 16,340.00 |
| 0108 | 6015000000-E TEMPORARY MULCHING | 9.000 ACR | 465.00000 | 4,185.00 |
| 0109 | 6018000000-E SEED FOR TEMPORARY SEEDING | 600.000 LB | 1.85000 | 1,110.00 |
| 0110 | 6021000000-E FERTILIZER FOR TEMPORARY SEED-ING | 3.000 TON | 1,150.00000 | 3,450.00 |
| 0111 | 6024000000-E TEMPORARY SLOPE DRAINS | 300.000 LF | 19.00000 | 5,700.00 |
| 0112 | 6029000000-E SAFETY FENCE | 200.000 LF | 1.30000 | 260.00 |
| 0113 | 6030000000-E SILT EXCAVATION | 2,500.000 CY | 5.00000 | 12,500.00 |
| 0114 | 6036000000-E MATTING FOR EROSION CONTROL | 8,000.000 SY | 1.05000 | 8,400.00 |
| 0115 | 6037000000-E COIR FIBER MAT | 100.000 SY | 4.00000 | 400.00 |
| 0116 | 6038000000-E PERMANENT SOIL REINFORCEMENT MAT | 4,550.000 SY | 4.00000 | 18,200.00 |

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Project(s): NHF-0708(62)

Letting Date: 06-16-15 Call Order: 010

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| Line No. | Item Description | Approx. Quantity and Units | Unit Price Dollars Cts | Bid Amount Dollars Ct |
|----------|--------------------------------------------|----------------------------|--------------------------|-------------------------|
| 0117 | 6042000000-E 1/4" HARDWARE CLOTH | 600.000 LF | 3.00000 | 1,800.00 |
| 0118 | 6071010000-E WATTLE | 500.000 LF | 7.00000 | 3,500.00 |
| 0119 | 6071013000-E WATTLE BARRIER | 900.000 LF | 8.20000 | 7,380.00 |
| 0120 | 6071020000-E POLYACRYLAMIDE (PAM) | 250.000 LB | 4.00000 | 1,000.00 |
| 0121 | 6071030000-E COIR FIBER BAFFLE | 500.000 LF | 4.25000 | 2,125.00 |
| 0122 | 6084000000-E SEEDING & MULCHING | 9.000 ACR | 1,475.00000 | 13,275.00 |
| 0123 | 6087000000-E MOWING | 6.000 ACR | 130.00000 | 780.00 |
| 0124 | 6090000000-E SEED FOR REPAIR SEEDING | 100.000 LB | 3.20000 | 320.00 |
| 0125 | 6093000000-E FERTILIZER FOR REPAIR SEEDING | 0.250 TON | 1,150.00000 | 287.50 |
| 0126 | 6096000000-E SEED FOR SUPPLEMENTAL SEEDING | 225.000 LB | 3.00000 | 675.00 |
| 0127 | 6108000000-E FERTILIZER TOPDRESSING | 6.250 TON | 1,150.00000 | 7,187.50 |
| 0128 | 6114500000-N SPECIALIZED HAND MOWING | 10.000 MHR | 65.00000 | 650.00 |

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Project(s): NHF-0708(62)

Letting Date: 06-16-15 Call Order: 010

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| Line No. | Item Description | Approx. Quantity and Units | Unit Price Dollars Cts | Bid Amount Dollars Ct |
|--------------------|----------------------------------------------------------------|----------------------------|--------------------------|-------------------------|
| 0129 | 6117000000-N RESPONSE FOR EROSION CONTROL | 25.000 EA | 650.00000 | 16,250.00 |
| 0130 | 7279000000-E TRACER WIRE | 9,500.000 LF | 0.36000 | 3,420.00 |
| 0131 | 7300000000-E UNPAVED TRENCHING (*****)(2, 2") | 9,200.000 LF | 6.50000 | 59,800.00 |
| 0132 | 7301000000-E DIRECTIONAL DRILL (*****)(2, 2") | 400.000 LF | 15.00000 | 6,000.00 |
| 0133 | 7348000000-N JUNCTION BOX (OVER-SIZED, HEA-VY DUTY) | 21.000 EA | 500.00000 | 10,500.00 |
| 0134 | 7516000000-E COMMUNICATIONS CABLE (**FIBER) (72) | 10,200.000 LF | 1.80000 | 18,360.00 |
| 0135 | 7541000000-N MODIFY SPLICE ENCLOSURE | 2.000 EA | 1,300.00000 | 2,600.00 |
| 0136 | 7566000000-N DELINEATOR MARKER | 21.000 EA | 70.00000 | 1,470.00 |
| 0137 | 7980000000-N GENERIC SIGNAL ITEM REPAIR FIBER OPTIC SPLICE | 6.000 EA | 52.00000 | 312.00 |
| 0138 | 7985000000-N GENERIC SIGNAL ITEM INTEGRATION AND CONFIGURATION | LUMP | LUMP | 1,600.00 |
| Section 0001 Total | | | | 3,566,246.70 |

Section 0004 STRUCTURE ITEMS

Alt Group

Contract ID: C203290

Project(s): NHF-0708(62)

Letting Date: 06-16-15 Call Order: 010

Bidder: 12239 - Flatiron Constructors, Inc-Blythe Development JV

| Line No. | Item Description | Approx. Quantity and Units | Unit Price Dollars Cts | Bid Amount Dollars Ct |
|----------|-------------------------------------------------------------------------------|----------------------------|--------------------------|-------------------------|
| 0139 | 8035000000-N REMOVAL OF EXISTING STRUCTURE AT STATION ***** (27+40.75 -L-) | LUMP | LUMP | 270,000.00 |
| 0140 | 8091000000-N FOUNDATION EXCAVATION FOR BENT** AT STATION ***** (27+40.75 -L-) | LUMP | LUMP | 11,000.00 |
| 0141 | 8112730000-N PDA TESTING | 1.000 EA | 4,000.00000 | 4,000.00 |
| 0142 | 8147000000-E REINFORCED CONCRETE DECK SLAB | 9,577.000 SF | 38.00000 | 363,926.00 |
| 0143 | 8161000000-E GROOVING BRIDGE FLOORS | 9,578.000 SF | 0.50000 | 4,789.00 |
| 0144 | 8182000000-E CLASS A CONCRETE (BRIDGE) | 139.700 CY | 890.00000 | 124,333.00 |
| 0145 | 8210000000-N BRIDGE APPROACH SLABS, STATION***** (27+40.75 -L-) | LUMP | LUMP | 42,000.00 |
| 0146 | 8217000000-E REINFORCING STEEL (BRIDGE) | 25,971.000 LB | 0.85000 | 22,075.35 |
| 0147 | 8238000000-E SPIRAL COLUMN REINFORCING STEEL (BRIDGE) | 1,279.000 LB | 1.40000 | 1,790.60 |
| 0148 | 8277000000-E MODIFIED 72" PRESTRESSED CONC GIRDERS | 962.160 LF | 292.00000 | 280,950.72 |
| 0149 | 8364000000-E HP12X53 STEEL PILES | 1,120.000 LF | 68.00000 | 76,160.00 |

Dept of Transportation

Revised:

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Project(s): NHF-0708(62)

Letting Date: 06-16-15 Call Order: 010

Bidder: 12239 - Flatiron Constructors, Inc-Blythe Development JV

| Line No. | Item Description | Approx. Quantity and Units | Unit Price Dollars Cts | Bid Amount Dollars Ct |
|----------|---------------------------------------|----------------------------|--------------------------|-------------------------|
| 0150 | 8384000000-E HP14X73 STEEL PILES | 855.000 LF | 68.00000 | 58,140.00 |
| 0151 | 8393000000-N PILE REDRIVES | 36.000 EA | 700.00000 | 25,200.00 |
| 0152 | 8503000000-E CONCRETE BARRIER RAIL | 484.630 LF | 55.00000 | 26,654.65 |
| 0153 | 8531000000-E 4" SLOPE PROTECTION | 395.000 SY | 155.00000 | 61,225.00 |
| 0154 | 8657000000-N ELASTOMERIC BEARINGS | LUMP | LUMP | 17,000.00 |
| | Section 0004 Total | | | 1,389,244.32 |
| | Bid Total | | | 4,955,491.02 |

NON-COLLUSION AND DEBARMENT CERTIFICATION

The bidder certifies that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid, and that the bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor. In addition, submitting this electronic bid constitutes the bidder's certification of Status under penalty of perjury under the laws of the United States and in accordance with the Debarment Certification on file with the Department.

By submitting this bid, the bidder certifies to the best of his knowledge and belief that he and his principals:

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

Where the prospective bidder is unable to certify to any of the statements in this certification, the bidder shall submit an explanation in the blanks provided herein. The explanation will not necessarily result in denial of participation in a contract.

Explanation:
NOT ANSWERED
NOT ANSWERED
NOT ANSWERED
NOT ANSWERED

If the prequalified bidder's status changes, he shall immediately submit a new fully executed non-collusion affidavit and debarment certification with an explanation of the change to the Contract Office prior to submitting the bid.

Failure to furnish a certification or an explanation will be grounds for rejection of a bid

AWARD LIMITS ON MULTIPLE PROJECTS

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects. No

A bidder who desires to bid on more than one project on which bids are to be opened on the same date, and who also desires to avoid receiving an award of more projects than he is equipped to handle, may bid on any number of projects but may limit the total amount of work awarded to him on selected projects by completing the AWARD LIMITS ON MULTIPLE PROJECTS.

The Award Limits on Multiple Projects must be filled in on each project bid for which the Bidder desires protection.

It is the desire of the Bidder to be awarded contracts, the value of which will not exceed a total of NOT ANSWERED for those projects indicated herein, for which bids will be opened on (MM/DD/YY)

The Award Limits shall apply to the following projects:

| Contract Number | County |
|-----------------|--------|
| NOT ANSWERED | |
| NOT ANSWERED | |
| NOT ANSWERED | |
| NOT ANSWERED | |
| NOT ANSWERED | |
| NOT ANSWERED | |

It is agreed that if I am (we are) the low Bidder(s) on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated that have a total value not to exceed the award limit and will result in the lowest total bids to the Department of Transportation.

PROPOSAL: C203290
 LETTING: L150616 CALL: 010
 VENDOR: 12239 Flatiron Constructors, Inc-Blythe Development JV

| LINE NO. | ITEM NO. | ITEM DESC. | UNIT TYPE | SUBCONTRACTOR QUANTITY | SUBCONTRACTOR UNIT PRICE | EXTENDED AMOUNT |
|----------|----------|------------|-----------|------------------------|--------------------------|-----------------|
|----------|----------|------------|-----------|------------------------|--------------------------|-----------------|

DBE SUBCONTRACTOR: 12814 GARNER-MURPHY CONSTRUCTION, INC.
 Will Use Quote: Yes

| | | | | | | |
|------|--------------|--------------|-------|---------|------------|----------|
| 0001 | 0000100000-N | MOBILIZATION | LS | 1.000 | 6000.00000 | 6000.00 |
| 0100 | 5326200000-E | 12" WATER | LI LF | 360.000 | 258.97000 | 93229.20 |

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 99,229.20 Committed
 DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 99,229.

DBE SUBCONTRACTOR: 12802 NICKELSTON INDUSTRIES, INC.
 Will Use Quote: Yes

| | | | | | | |
|------|--------------|--------------|----|----------|------------|----------|
| 0050 | 3030000000-E | STL BM GUARD | LF | 3025.000 | 14.00000 | 42350.00 |
| 0051 | 3150000000-N | ADDIT GUARDR | EA | 5.000 | 50.00000 | 250.00 |
| 0052 | 3210000000-N | GR ANCHOR TY | EA | 2.000 | 555.00000 | 1110.00 |
| 0053 | 3270000000-N | GR ANCHOR TY | EA | 6.000 | 1700.00000 | 10200.00 |
| 0054 | 3317000000-N | GR ANCHOR TY | EA | 5.000 | 1550.00000 | 7750.00 |
| 0055 | 3360000000-E | REMOVE EXIST | LF | 3260.000 | 0.80000 | 2608.00 |
| 0056 | 3387000000-N | TEMP GDRL AN | EA | 1.000 | 1550.00000 | 1550.00 |
| 0057 | 3389100000-N | TEMP GDRL AN | EA | 1.000 | 1700.00000 | 1700.00 |

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 67,518.00 Committed
 DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 67,518.

DBE SUBCONTRACTOR: 4761 TRAFFIC CONTROL SAFETY SERVICES, INC.
 Will Use Quote: Yes

| | | | | | | |
|------|--------------|--------------|-----|-----------|-------------|-----------|
| 0081 | 4485000000-E | PORT CONC BA | LF | 11774.000 | 18.46000 | 217348.04 |
| 0071 | 4400000000-E | WORK ZONE SI | SF | 1090.000 | 4.25000 | 4632.50 |
| 0072 | 4405000000-E | WORK ZONE SI | SF | 1030.000 | 8.00000 | 8240.00 |
| 0073 | 4410000000-E | WORK ZONE SI | SF | 270.000 | 5.00000 | 1350.00 |
| 0074 | 4415000000-N | FLASHING ARR | EA | 8.000 | 1800.00000 | 14400.00 |
| 0075 | 4420000000-N | PORTABLE CHA | EA | 4.000 | 6300.00000 | 25200.00 |
| 0076 | 4422000000-N | PORT CHANGE | DAY | 4.000 | 50.00000 | 200.00 |
| 0077 | 4430000000-N | DRUMS | EA | 532.000 | 42.00000 | 22344.00 |
| 0078 | 4445000000-E | BARRICADES (| LF | 222.000 | 16.00000 | 3552.00 |
| 0079 | 4465000000-N | TEMPORARY CR | EA | 8.000 | 4000.00000 | 32000.00 |
| 0080 | 4480000000-N | TMA | EA | 4.000 | 15000.00000 | 60000.00 |

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 389,266.54 Committed
 DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 389,266

TOTAL DBE COMMITMENT FOR VENDOR: Entered: 11.22% or 556013.74
 Required: 11.00% or 545104.01
 <GOAL MET>

THIS PROPOSAL CONTAINS THE FOLLOWING ERRORS/WARNINGS (IF ANY)

This Bid contains 0 amendment files

Electronic Bid Submission

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

I Hereby certify that I have the authority to submit this bid.

Signature

Agency

Date

| Line # | ItemNumber | Sec # | Description | Quantity Unit | Unit Bid Price | Amount Bid |
|----------------------|--------------|-------|---------------------------------------------------------------------|----------------|----------------|------------|
| ROADWAY ITEMS | | | | | | |
| 0001 | 0000100000-N | 800 | MOBILIZATION | Lump Sum LS | 247,000.00 | 247,000.00 |
| 0002 | 0000400000-N | 801 | CONSTRUCTION SURVEYING | Lump Sum LS | 78,000.00 | 78,000.00 |
| 0003 | 0029000000-N | SP | REINFORCED BRIDGE APPROACH FILL, STATION ***** (17+10.37 -Y-) | Lump Sum LS | 14,500.00 | 14,500.00 |
| 0004 | 0043000000-N | 226 | GRADING | Lump Sum LS | 320,000.00 | 320,000.00 |
| 0005 | 0050000000-E | 226 | SUPPLEMENTARY CLEARING & GRUB- BING | 1 ACR | 4,600.00 | 4,600.00 |
| 0006 | 0057000000-E | 226 | UNDERCUT EXCAVATION | 150 CY | 26.00 | 3,900.00 |
| 0007 | 0134000000-E | 240 | DRAINAGE DITCH EXCAVATION | 170 CY | 3.00 | 510.00 |
| 0008 | 0192000000-N | 260 | PROOF ROLLING | 10 HR | 120.00 | 1,200.00 |
| 0009 | 0195000000-E | 265 | SELECT GRANULAR MATERIAL | 100 CY | 14.00 | 1,400.00 |
| 0010 | 0196000000-E | 270 | GEOTEXTILE FOR SOIL STABILIZA- TION | 3,400 SY | 2.50 | 8,500.00 |
| 0011 | 0199000000-E | SP | TEMPORARY SHORING | 1,405 SF | 18.00 | 25,290.00 |
| 0012 | 0225000000-E | SP | REINFORCED SOIL SLOPES | 1,700 SY | 13.00 | 22,100.00 |
| 0013 | 0318000000-E | 300 | FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES | 79 TON | 30.00 | 2,370.00 |
| 0014 | 0320000000-E | 300 | FOUNDATION CONDITIONING GEO- TEXTILE | 267 SY | 1.50 | 400.50 |
| 0015 | 0343000000-E | 310 | 15" SIDE DRAIN PIPE | 164 LF | 70.00 | 11,480.00 |
| 0016 | 0344000000-E | 310 | 18" SIDE DRAIN PIPE | 68 LF | 80.00 | 5,440.00 |
| 0017 | 0345000000-E | 310 | 24" SIDE DRAIN PIPE | 72 LF | 82.00 | 5,904.00 |
| 0018 | 0348000000-E | 310 | *** SIDE DRAIN PIPE ELBOWS (15") | 8 EA | 400.00 | 3,200.00 |
| 0019 | 0348000000-E | 310 | *** SIDE DRAIN PIPE ELBOWS (18") | 2 EA | 420.00 | 840.00 |

| Line # | ItemNumber | Sec # | Description | Quantity Unit | Unit Bid Price | Amount Bid |
|--------|--------------|-------|-----------------------------------------------------|---------------|----------------|------------|
| 0020 | 0366000000-E | 310 | 15" RC PIPE CULVERTS, CLASS III | 36 LF | 150.00 | 5,400.00 |
| 0021 | 0448200000-E | 310 | 15" RC PIPE CULVERTS, CLASS IV | 124 LF | 60.00 | 7,440.00 |
| 0022 | 0448300000-E | 310 | 18" RC PIPE CULVERTS, CLASS IV | 24 LF | 90.00 | 2,160.00 |
| 0023 | 0995000000-E | 340 | PIPE REMOVAL | 462 LF | 27.00 | 12,474.00 |
| 0024 | 0996000000-N | 350 | PIPE CLEAN-OUT | 2 EA | 900.00 | 1,800.00 |
| 0025 | 1000000000-E | 462 | 6" SLOPE PROTECTION | 100 SY | 75.00 | 7,500.00 |
| 0026 | 1099500000-E | 505 | SHALLOW UNDERCUT | 1,100 CY | 4.80 | 5,280.00 |
| 0027 | 1099700000-E | 505 | CLASS IV SUBGRADE STABILIZATION | 2,200 TON | 15.50 | 34,100.00 |
| 0028 | 1110000000-E | 510 | STABILIZER AGGREGATE | 500 TON | 20.00 | 10,000.00 |
| 0029 | 1115000000-E | SP | GEOTEXTILE FOR PAVEMENT STABILIZATION | 5,000 SY | 2.20 | 11,000.00 |
| 0030 | 1220000000-E | 545 | INCIDENTAL STONE BASE | 1,000 TON | 35.00 | 35,000.00 |
| 0031 | 1297000000-E | 607 | MILLING ASPHALT PAVEMENT, **** DEPTH (1-1/2") | 36,900 SY | 1.10 | 40,590.00 |
| 0032 | 1330000000-E | 607 | INCIDENTAL MILLING | 417 SY | 10.00 | 4,170.00 |
| 0033 | 1489000000-E | 610 | ASPHALT CONC BASE COURSE, TYPE B25.0B | 1,150 TON | 41.00 | 47,150.00 |
| 0034 | 1491000000-E | 610 | ASPHALT CONC BASE COURSE, TYPE B25.0C | 7,890 TON | 36.00 | 284,040.00 |
| 0035 | 1498000000-E | 610 | ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B | 750 TON | 40.00 | 30,000.00 |
| 0036 | 1503000000-E | 610 | ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C | 3,160 TON | 37.00 | 116,920.00 |
| 0037 | 1519000000-E | 610 | ASPHALT CONC SURFACE COURSE, TYPE S9.5B | 630 TON | 41.00 | 25,830.00 |

| Line # | ItemNumber | Sec # | Description | Quantity Unit | Unit Bid Price | Amount Bid |
|--------|--------------|-------|--------------------------------------------|---------------|----------------|------------|
| 0038 | 1523000000-E | 610 | ASPHALT CONC SURFACE COURSE, TYPE S9.5C | 5,420 TON | 41.00 | 222,220.00 |
| 0039 | 1575000000-E | 620 | ASPHALT BINDER FOR PLANT MIX | 945 TON | 560.00 | 529,200.00 |
| 0040 | 1693000000-E | 654 | ASPHALT PLANT MIX, PAVEMENT REPAIR | 510 TON | 130.00 | 66,300.00 |
| 0041 | 2253000000-E | 840 | PIPE COLLARS | 1,644 CY | 1,150.00 | 1,890.60 |
| 0042 | 2286000000-N | 840 | MASONRY DRAINAGE STRUCTURES | 13 EA | 1,400.00 | 18,200.00 |
| 0043 | 2308000000-E | 840 | MASONRY DRAINAGE STRUCTURES | 2.3 LF | 400.00 | 920.00 |
| 0044 | 2364200000-N | 840 | FRAME WITH TWO GRATES, STD 840.20 | 6 EA | 700.00 | 4,200.00 |
| 0045 | 2365000000-N | 840 | FRAME WITH TWO GRATES, STD 840.22 | 3 EA | 700.00 | 2,100.00 |
| 0046 | 2367000000-N | 840 | FRAME WITH TWO GRATES, STD 840.29 | 2 EA | 700.00 | 1,400.00 |
| 0047 | 2396000000-N | 840 | FRAME WITH COVER, STD 840.54 | 2 EA | 600.00 | 1,200.00 |
| 0048 | 2556000000-E | 846 | SHOULDER BERM GUTTER | 30 LF | 38.00 | 1,140.00 |
| 0049 | 2577000000-E | 846 | CONCRETE EXPRESSWAY GUTTER | 1,460 LF | 30.00 | 43,800.00 |
| 0050 | 3030000000-E | 862 | STEEL BM GUARDRAIL | 3,025 LF | 15.00 | 45,375.00 |
| 0051 | 3150000000-N | 862 | ADDITIONAL GUARDRAIL POSTS | 5 EA | 52.00 | 260.00 |
| 0052 | 3210000000-N | 862 | GUARDRAIL ANCHOR UNITS, TYPE CAT-1 | 2 EA | 510.00 | 1,020.00 |
| 0053 | 3270000000-N | SP | GUARDRAIL ANCHOR UNITS, TYPE 350 | 6 EA | 1,725.00 | 10,350.00 |
| 0054 | 3317000000-N | 862 | GUARDRAIL ANCHOR UNITS, TYPE B-77 | 5 EA | 1,570.00 | 7,850.00 |
| 0055 | 3360000000-E | 863 | REMOVE EXISTING GUARDRAIL | 3,260 LF | 0.85 | 2,771.00 |

| Line # | ItemNumber | Sec # | Description | Quantity Unit | Unit Bid Price | Amount Bid |
|--------|--------------|-------|------------------------------------------------------------|---------------|----------------|------------|
| 0056 | 3387000000-N | 862 | TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE ***** (B-77) | 1 EA | 1,600.00 | 1,600.00 |
| 0057 | 3389100000-N | SP | TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE 350 | 1 EA | 1,720.00 | 1,720.00 |
| 0058 | 3628000000-E | 876 | RIP RAP, CLASS I | 150 TON | 68.00 | 10,200.00 |
| 0059 | 3649000000-E | 876 | RIP RAP, CLASS B | 12 TON | 175.00 | 2,100.00 |
| 0060 | 3656000000-E | 876 | GEOTEXTILE FOR DRAINAGE | 1,076 SY | 3.00 | 3,228.00 |
| 0061 | 4054000000-E | 902 | PLAIN CONCRETE SIGN FOUNDATIONS | 1 CY | 11.00 | 11.00 |
| 0062 | 4057000000-E | SP | OVERHEAD FOOTING | 49 CY | 1,550.00 | 75,950.00 |
| 0063 | 4060000000-E | 903 | SUPPORTS, BREAKAWAY STEEL BEAM | 219 LB | 10.00 | 2,190.00 |
| 0064 | 4072000000-E | 903 | SUPPORTS, 3-LB STEEL U-CHANNEL | 818 LF | 5.50 | 4,499.00 |
| 0065 | 4082100000-N | SP | SUPPORTS, OVERHEAD SIGN STRUCTURE AT STA ***** (33+00 -L-) | Lump Sum LS | 75,000.00 | 75,000.00 |
| 0066 | 4082100000-N | SP | SUPPORTS, OVERHEAD SIGN STRUCTURE AT STA ***** (63+00 -L-) | Lump Sum LS | 75,000.00 | 75,000.00 |
| 0067 | 4102000000-N | 904 | SIGN ERECTION, TYPE E | 26 EA | 80.00 | 2,080.00 |
| 0068 | 4110000000-N | 904 | SIGN ERECTION, TYPE *** (GROUND MOUNTED) (A) | 1 EA | 500.00 | 500.00 |
| 0069 | 4149000000-N | 907 | DISPOSAL OF SIGN SYSTEM, OVERHEAD | 2 EA | 4,000.00 | 8,000.00 |
| 0070 | 4155000000-N | 907 | DISPOSAL OF SIGN SYSTEM, U-CHANNEL | 9 EA | 1.10 | 9.90 |
| 0071 | 4400000000-E | 1110 | WORK ZONE SIGNS (STATIONARY) | 1,090 SF | 4.50 | 4,905.00 |
| 0072 | 4405000000-E | 1110 | WORK ZONE SIGNS (PORTABLE) | 1,030 SF | 9.00 | 9,270.00 |
| 0073 | 4410000000-E | 1110 | WORK ZONE SIGNS (BARRICADE MOUNTED) | 270 SF | 5.50 | 1,485.00 |

| Line # | ItemNumber | Sec # | Description | Quantity Unit | Unit Bid Price | Amount Bid |
|--------|--------------|-------|----------------------------------------------------------------|---------------|----------------|------------|
| 0074 | 4415000000-N | 1115 | FLASHING ARROW BOARD | 8 EA | 1,900.00 | 15,200.00 |
| 0075 | 4420000000-N | 1120 | PORTABLE CHANGEABLE MESSAGE SIGN | 4 EA | 6,500.00 | 26,000.00 |
| 0076 | 4422000000-N | 1120 | PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM) | 4 DAY | 54.00 | 216.00 |
| 0077 | 4430000000-N | 1130 | DRUMS | 532 EA | 45.00 | 23,940.00 |
| 0078 | 4445000000-E | 1145 | BARRICADES (TYPE III) | 222 LF | 17.00 | 3,774.00 |
| 0079 | 4465000000-N | 1160 | TEMPORARY CRASH CUSHIONS | 8 EA | 4,500.00 | 36,000.00 |
| 0080 | 4480000000-N | 1165 | TMA | 4 EA | 16,000.00 | 64,000.00 |
| 0081 | 4485000000-E | 1170 | PORTABLE CONCRETE BARRIER | 11,774 LF | 19.00 | 223,706.00 |
| 0082 | 4650000000-N | 1251 | TEMPORARY RAISED PAVEMENT MARKERS | 1,744 EA | 5.00 | 8,720.00 |
| 0083 | 4685000000-E | 1205 | THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS) | 1,634 LF | 0.60 | 980.40 |
| 0084 | 4686000000-E | 1205 | THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS) | 2,579 LF | 0.65 | 1,676.35 |
| 0085 | 4688000000-E | 1205 | THERMOPLASTIC PAVEMENT MARKING LINES (6", 90 MILS) | 15,812 LF | 0.70 | 11,068.40 |
| 0086 | 4690000000-E | 1205 | THERMOPLASTIC PAVEMENT MARKING LINES (6", 120 MILS) | 3,907 LF | 0.85 | 3,320.95 |
| 0087 | 4695000000-E | 1205 | THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS) | 200 LF | 3.00 | 600.00 |
| 0088 | 4700000000-E | 1205 | THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS) | 1,589 LF | 1.50 | 2,383.50 |
| 0089 | 4702000000-E | 1205 | THERMOPLASTIC PAVEMENT MARKING LINES (12", 120 MILS) | 335 LF | 1.50 | 502.50 |
| 0090 | 4725000000-E | 1205 | THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS) | 3 EA | 300.00 | 900.00 |
| 0091 | 4770000000-E | 1205 | COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (II) | 1,168 LF | 2.00 | 2,336.00 |

| Line # | ItemNumber | Sec # | Description | Quantity Unit | Unit Bid Price | Amount Bid |
|--------|--------------|-------|--------------------------------------------------|---------------|----------------|------------|
| 0092 | 4815000000-E | 1205 | PAINT PAVEMENT MARKING LINES (6") | 127,448 LF | 0.20 | 25,489.60 |
| 0093 | 4825000000-E | 1205 | PAINT PAVEMENT MARKING LINES (12") | 5,628 LF | 0.50 | 2,814.00 |
| 0094 | 4855000000-E | 1205 | REMOVAL OF PAVEMENT MARKING LINES (6") | 19,996 LF | 0.50 | 9,998.00 |
| 0095 | 4865000000-E | 1205 | REMOVAL OF PAVEMENT MARKING LINES (12") | 141 LF | 1.00 | 141.00 |
| 0096 | 4875000000-N | 1205 | REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS | 8 EA | 50.00 | 400.00 |
| 0097 | 4900000000-N | 1251 | PERMANENT RAISED PAVEMENT MARKERS | 5 EA | 5.00 | 25.00 |
| 0098 | 4905000000-N | 1253 | SNOWPLOWABLE PAVEMENT MARKERS | 389 EA | 35.00 | 13,615.00 |
| 0099 | 5255000000-N | 1413 | PORTABLE LIGHTING | Lump Sum LS | 3,000.00 | 3,000.00 |
| 0100 | 5326200000-E | 1510 | 12" WATER LINE | 360 LF | 275.00 | 99,000.00 |
| 0101 | 5836000000-E | 1540 | 24" ENCASEMENT PIPE | 70 LF | 160.00 | 11,200.00 |
| 0102 | 5872200000-E | 1550 | TRENCHLESS INSTALLATION OF 24" IN SOIL | 35 LF | 160.00 | 5,600.00 |
| 0103 | 5872210000-E | 1550 | TRENCHLESS INSTALLATION OF 24" NOT IN SOIL | 35 LF | 375.00 | 13,125.00 |
| 0104 | 6000000000-E | 1605 | TEMPORARY SILT FENCE | 6,100 LF | 1.80 | 10,980.00 |
| 0105 | 6006000000-E | 1610 | STONE FOR EROSION CONTROL, CLASS A | 465 TON | 31.00 | 14,415.00 |
| 0106 | 6009000000-E | 1610 | STONE FOR EROSION CONTROL, CLASS B | 550 TON | 47.00 | 25,850.00 |
| 0107 | 6012000000-E | 1610 | SEDIMENT CONTROL STONE | 430 TON | 38.00 | 16,340.00 |
| 0108 | 6015000000-E | 1615 | TEMPORARY MULCHING | 9 ACR | 465.00 | 4,185.00 |
| 0109 | 6018000000-E | 1620 | SEED FOR TEMPORARY SEEDING | 600 LB | 1.85 | 1,110.00 |

| Line # | ItemNumber | Sec # | Description | Quantity Unit | Unit Bid Price | Amount Bid |
|--------|--------------|-------|---------------------------------------|---------------|----------------|------------|
| 0110 | 6021000000-E | 1620 | FERTILIZER FOR TEMPORARY SEED- ING | 3 TON | 1,150.00 | 3,450.00 |
| 0111 | 6024000000-E | 1622 | TEMPORARY SLOPE DRAINS | 300 LF | 19.00 | 5,700.00 |
| 0112 | 6029000000-E | SP | SAFETY FENCE | 200 LF | 1.30 | 260.00 |
| 0113 | 6030000000-E | 1630 | SILT EXCAVATION | 2,500 CY | 5.00 | 12,500.00 |
| 0114 | 6036000000-E | 1631 | MATTING FOR EROSION CONTROL | 8,000 SY | 1.05 | 8,400.00 |
| 0115 | 6037000000-E | SP | COIR FIBER MAT | 100 SY | 4.00 | 400.00 |
| 0116 | 6038000000-E | SP | PERMANENT SOIL REINFORCEMENT MAT | 4,550 SY | 4.00 | 18,200.00 |
| 0117 | 6042000000-E | 1632 | 1/4" HARDWARE CLOTH | 600 LF | 3.00 | 1,800.00 |
| 0118 | 6071010000-E | SP | WATTLE | 500 LF | 7.00 | 3,500.00 |
| 0119 | 6071013000-E | SP | WATTLE BARRIER | 900 LF | 8.20 | 7,380.00 |
| 0120 | 6071020000-E | SP | POLYACRYLAMIDE (PAM) | 250 LB | 4.00 | 1,000.00 |
| 0121 | 6071030000-E | 1640 | COIR FIBER BAFFLE | 500 LF | 4.25 | 2,125.00 |
| 0122 | 6084000000-E | 1660 | SEEDING & MULCHING | 9 ACR | 1,475.00 | 13,275.00 |
| 0123 | 6087000000-E | 1660 | MOWING | 6 ACR | 130.00 | 780.00 |
| 0124 | 6090000000-E | 1661 | SEED FOR REPAIR SEEDING | 100 LB | 3.20 | 320.00 |
| 0125 | 6093000000-E | 1661 | FERTILIZER FOR REPAIR SEEDING | 0.25 TON | 1,150.00 | 287.50 |
| 0126 | 6096000000-E | 1662 | SEED FOR SUPPLEMENTAL SEEDING | 225 LB | 3.00 | 675.00 |
| 0127 | 6108000000-E | 1665 | FERTILIZER TOPDRESSING | 6.25 TON | 1,150.00 | 7,187.50 |
| 0128 | 6114500000-N | 1667 | SPECIALIZED HAND MOWING | 10 MHR | 65.00 | 650.00 |
| 0129 | 6117000000-N | SP | RESPONSE FOR EROSION CONTROL | 25 EA | 650.00 | 16,250.00 |
| 0130 | 7279000000-E | 1715 | TRACER WIRE | 9,500 LF | 0.36 | 3,420.00 |

Contract Item Sheets For C203290

| Line # | ItemNumber | Sec # | Description | Quantity Unit | Unit Bid Price | Amount Bid |
|--------|--------------|-------|------------------------------------------------------|----------------|----------------|------------|
| 0131 | 7300000000-E | 1715 | UNPAVED TRENCHING (*****) (2, 2") | 9,200 LF | 6.50 | 59,800.00 |
| 0132 | 7301000000-E | 1715 | DIRECTIONAL DRILL (*****) (2, 2") | 400 LF | 15.00 | 6,000.00 |
| 0133 | 7348000000-N | 1716 | JUNCTION BOX (OVER-SIZED, HEA- VY DUTY) | 21 EA | 500.00 | 10,500.00 |
| 0134 | 7516000000-E | 1730 | COMMUNICATIONS CABLE (**FIBER) (72) | 10,200 LF | 1.80 | 18,360.00 |
| 0135 | 7541000000-N | 1731 | MODIFY SPLICE ENCLOSURE | 2 EA | 1,300.00 | 2,600.00 |
| 0136 | 7566000000-N | 1733 | DELINEATOR MARKER | 21 EA | 70.00 | 1,470.00 |
| 0137 | 7980000000-N | SP | GENERIC SIGNAL ITEM REPAIR FIBER OPTIC SPLICE | 6 EA | 52.00 | 312.00 |
| 0138 | 7985000000-N | SP | GENERIC SIGNAL ITEM INTEGRATION AND CONFIGURATION | Lump Sum LS | 1,600.00 | 1,600.00 |

| Line # | ItemNumber | Sec # | Description | Quantity Unit | Unit Bid Price | Amount Bid |
|--------|--------------|-------|-------------------------------------------------------------------------|----------------|----------------|------------|
| 0139 | 8035000000-N | 402 | REMOVAL OF EXISTING STRUCTURE AT STATION ***** (27+40.75 -L-) | Lump Sum LS | 270,000.00 | 270,000.00 |
| 0140 | 8091000000-N | 410 | FOUNDATION EXCAVATION FOR BENT ** AT STATION ***** (27+40.75 -L-) | Lump Sum LS | 11,000.00 | 11,000.00 |
| 0141 | 8112730000-N | 450 | PDA TESTING | 1 EA | 4,000.00 | 4,000.00 |
| 0142 | 8147000000-E | 420 | REINFORCED CONCRETE DECK SLAB | 9,577 SF | 38.00 | 363,926.00 |
| 0143 | 8161000000-E | 420 | GROOVING BRIDGE FLOORS | 9,578 SF | 0.50 | 4,789.00 |
| 0144 | 8182000000-E | 420 | CLASS A CONCRETE (BRIDGE) | 139.7 CY | 890.00 | 124,333.00 |
| 0145 | 8210000000-N | 422 | BRIDGE APPROACH SLABS, STATION ***** (27+40.75 -L-) | Lump Sum LS | 42,000.00 | 42,000.00 |
| 0146 | 8217000000-E | 425 | REINFORCING STEEL (BRIDGE) | 25,971 LB | 0.85 | 22,075.35 |
| 0147 | 8238000000-E | 425 | SPIRAL COLUMN REINFORCING STEEL (BRIDGE) | 1,279 LB | 1.40 | 1,790.60 |
| 0148 | 8277000000-E | 430 | MODIFIED 72" PRESTRESSED CONC GIRDERS | 962.16 LF | 292.00 | 280,950.72 |
| 0149 | 8364000000-E | 450 | HP12X53 STEEL PILES | 1,120 LF | 68.00 | 76,160.00 |
| 0150 | 8384000000-E | 450 | HP14X73 STEEL PILES | 855 LF | 68.00 | 58,140.00 |
| 0151 | 8393000000-N | 450 | PILE REDRIVES | 36 EA | 700.00 | 25,200.00 |
| 0152 | 8503000000-E | 460 | CONCRETE BARRIER RAIL | 484.63 LF | 55.00 | 26,654.65 |
| 0153 | 8531000000-E | 462 | 4" SLOPE PROTECTION | 395 SY | 155.00 | 61,225.00 |
| 0154 | 8657000000-N | 430 | ELASTOMERIC BEARINGS | Lump Sum LS | 17,000.00 | 17,000.00 |

TOTAL AMOUNT OF BID FOR ENTIRE PROJECT

\$4,955,491.02

EXECUTION OF CONTRACT
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
JOINT VENTURE (2) or (3)

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 CONTRACTORS

Instructions: 2 Joint Venturers Fill in lines (1), (2) and (3) and execute. 3 Joint Venturers Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1) FLATIRON CONSTRUCTORS INC. - BLYTHE DEVELOPMENT COMPANY, A JOINT VENTURE
Name of Joint Venture



FLATIRON CONSTRUCTORS INC.
Name of Contractor

385 INTERLOCKEN CRESCENT BLVD., SUITE 900, BROOMFIELD, COLORADO 80021
Address as Prequalified

Signature of Witness or Attest (Bernie H. Herrmann) By Signature of Contractor (Theodore J. Kirk)

Print or type Signer's name (Bernie H. Herrmann, Asst. Sec.) Print or type Signer's name (THEODORE J. KIRK)

If Corporation, affix Corporate Seal and

(3) BLYTHE DEVELOPMENT COMPANY
Name of Contractor

1415 E. WESTINGHOUSE BLVD., CHARLOTTE, NORTH CAROLINA 28273
Address as Prequalified

Signature of Witness or Attest (Luther J. Blythe Jr.) By Signature of Contractor (F.W. Blythe)

Print or type Signer's name (Luther J. Blythe Jr.) Print or type Signer's name (F.W. BLYTHE)

If Corporation, affix Corporate Seal and

(4) Name of Contractor (for 3 Joint Venture only)

Address as Prequalified

Notary Public Seal for Shelly R. McCarron, State of Colorado, Commission Expires July 22, 2018

If Corporation, affix Corporate Seal

Signature of Contractor

Print or type Signer's name

Signature of Notary Public

of Gaston County

State of North Carolina

My Commission Expires: 7-13-2020

Signature of Notary Public

of County

State of

My Commission Expires:

NOTARY SEAL
Affidavit must be notarized for Line (2)
Subscribed and sworn to before me this 17th day of July 2015
Signature of Notary Public (Shelly R. McCarron)
of Broomfield County
State of Colorado
My Commission Expires: July 22, 2018

NOTARY SEAL
Affidavit must be notarized for Line (3)
Subscribed and sworn to before me this 16th day of July 2015
Signature of Notary Public (Sybil Bell)
of Gaston County
State of North Carolina
My Commission Expires: 7-13-2020

NOTARY SEAL
Affidavit must be notarized for Line (4)
Subscribed and sworn to before me this day of 20
Signature of Notary Public
of County
State of
My Commission Expires:

DEBARMENT CERTIFICATION

Conditions for certification:

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

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

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

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

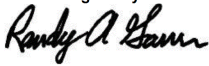
Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.

Contract No. **C203290**

County (ies): **Guilford**

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

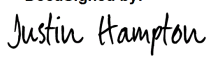
DocuSigned by:

A7079FC32A00478...

Contract Officer

7/23/2015

Date

Execution of Contract and Bonds
Approved as to Form:

DocuSigned by:

F23E75DCE8CB439...

Attorney General

7/23/2015

Date

Signature Sheet (Bid - Acceptance by Department)

Contract No.
County

C203290

Guilford

Rev 5-17-11

Executed in Duplicate

Flatiron Bond No. 015048809
Blythe Bond No. 018036361

CONTRACT PAYMENT BOND

Date of Payment Bond Execution July 15, 2015

Name of Principal Contractor Flatiron Constructors, Inc. - Blythe Development Company, a Joint Venture

Name of Surety: Liberty Mutual Insurance Company

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

Amount of Bond: Four Million Nine Hundred Fifty Five Thousand Four Hundred Ninety One and 02/100 (\$4,955,491.02)

Contract ID No. C203290

County Name: Guilford

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

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

Contract No.
County

C203290

Gulford

Rev 5-17-11

CONTRACT PAYMENT BOND



Affix Seal of Surety Company

Liberty Mutual Insurance Company

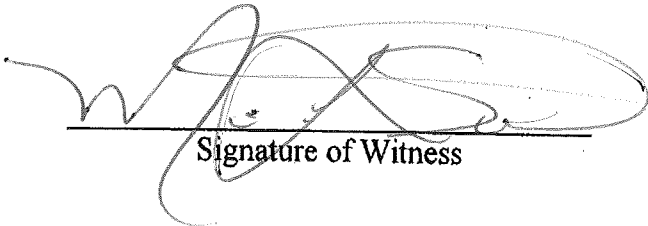
Print or type Surety Company Name

By **Mary R. McKee**

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



Signature of Attorney-in-Fact



Signature of Witness

Maria L. Spadaccini

Print or type Signer's name

**Turner Surety & Insurance Brokerage, Inc.
Mack-Cali Centre II, 650 From Road, Suite 295
Paramus, NJ 07652**

Address of Attorney-in-Fact

CONTRACT PAYMENT BOND
JOINT VENTURE (2) or (3)
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. On Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the *Specifications*. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the *Specifications*. This form of execution must be strictly followed.

(1) Flatiron Constructors, Inc. - Blythe Development Company, a Joint Venture

Name of Joint Venture

(2) Flatiron Constructors, Inc.

Name of Contractor

385 Interlocken Crescent Blvd., Suite 900, Broomfield, CO 80021

Address as prequalified

Bernie H. Herrmann
Signature of Witness or Attest

Eric S. Taylor
Signature of Contractor

Bernie H. Herrmann, VP
Print or type Signer's name

Eric S. Taylor, VP
Print or type Signer's name



If Corporation, affix Corporate Seal

and

(3) Blythe Development Company

Name of Contractor

1415 East Westinghouse Blvd., Charlotte, NC 28273

Address as prequalified

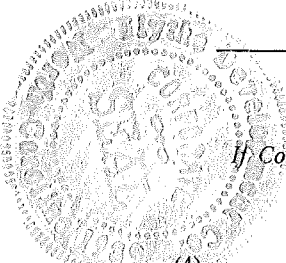
[Signature]
Signature of Witness or Attest

By

[Signature]
Signature of Contractor

Walter J. Blythe Jr.
Print or type Signer's name

F.W. BLYTHE V.P.
Print or type Signer's name



If Corporation, affix Corporate Seal

and

(4) _____
Name of Contractor (for 3 Joint Venture only)

Address as prequalified

Signature of Witness or Attest

By

Signature of Contractor

Print or type Signer's name

Print or type Signer's name

If Corporation, affix Corporate Seal

CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 15th day of July, 2015, before me personally came
MARY R. McKEE to me known, who, being by me duly sworn, did depose
and say that she/he resides in SADDLE BROOK, NEW JERSEY that she/he is
the ATTORNEY IN FACT of the LIBERTY MUTUAL INSURANCE COMPANY the
corporation described in and which executed the above instrument that she/he 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
she/he signed her/his name thereto by like order.

(SEAL)



Esther Caban
Notary Public for New Jersey
My Commission Expires
February 18, 2019



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2014

| Assets | Liabilities |
|-------------------------------------------------------------|-------------------------------------------------------------------|
| Cash and Bank Deposits..... \$744,221,142 | Unearned Premiums..... \$6,288,178,795 |
| *Bonds — U.S Government..... 1,718,117,704 | Reserve for Claims and Claims Expense..... 16,879,324,618 |
| *Other Bonds..... 11,205,872,087 | Funds Held Under Reinsurance Treaties..... 211,983,009 |
| *Stocks..... 9,533,437,819 | Reserve for Dividends to Policyholders..... 1,246,547 |
| Real Estate..... 277,742,849 | Additional Statutory Reserve..... 40,877,587 |
| Agents' Balances or Uncollected Premiums..... 4,150,041,316 | Reserve for Commissions, Taxes and |
| Accrued Interest and Rents..... 129,261,358 | Other Liabilities..... <u>2,664,248,124</u> |
| Other Admitted Assets..... <u>14,896,464,393</u> | Total..... \$26,085,858,680 |
| Total Admitted Assets..... <u>\$42,655,158,668</u> | Special Surplus Funds..... \$53,954,363 |
| | Capital Stock..... 10,000,000 |
| | Paid in Surplus..... 8,829,117,542 |
| | Unassigned Surplus..... 7,676,228,083 |
| | Surplus to Policyholders..... 16,569,299,988 |
| | Total Liabilities and Surplus..... <u>\$42,655,158,668</u> |



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2014, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 20th day of March, 2015.

T. Mikolajewski

Assistant Secretary

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

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

Certificate No. 6679677

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alice McLaughlin; Maria L. Spadaccini; Mary R. McKee; Nicholas F. Walsh; Sherryanne M. DePirro

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of August, 2014.

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

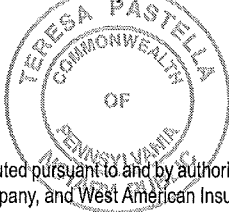
By: David M. Carey
David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 11th day of August, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

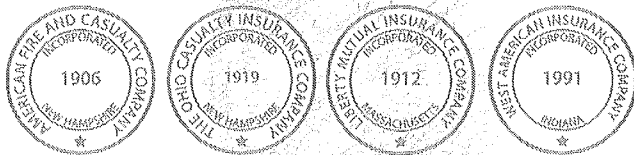
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this JUL 15 2015 day of _____, 20_____.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

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

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

Contract No.
County

C203290

Guilford

Rev 5-17-11

CONTRACT PERFORMANCE BOND

Executed In Duplicate

**Flatiron Bond No. 015048809
Blythe Bond No. 018036361**

Date of Performance Bond Execution: **July 15, 2015**

Name of Principal Contractor: Flatiron Constructors, Inc. - Blythe Development Company, a Joint Venture

Name of Surety: Liberty Mutual Insurance Company

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

Amount of Bond: Four Million Nine Hundred Fifty Five Thousand Four Hundred Ninety One and 02/100 Dollars (\$4,955,491.02)

Contract ID No.: C203290

County Name: Guilford

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

C203290

Gulford

Rev 5-17-11

CONTRACT PERFORMANCE BOND



Affix Seal of Surety Company

Liberty Mutual Insurance Company

Print or type Surety Company Name

By **Mary R. McKee**

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

Signature of Attorney-in-Fact

Signature of Witness

Maria L. Spadaccini

Print or type Signer's name

**Turner Surety & Insurance Brokerage, Inc.
Mack Cali Centre II, 650 From Road, Suite 295
Paramus, NJ 07652**

Address of Attorney-in-Fact

Contract No.
County

C203290

Gulford

Rev 5-17-11

**CONTRACT PERFORMANCE BOND
JOINT VENTURE (2) OR (3)
SIGNATURE OF CONTRACTORS (Principal)**

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. On Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the *Specifications*. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the *Specifications*. This form of execution must be strictly followed.

(1) Flatiron Constructors, Inc. - Blythe Development Company, a Joint Venture

Name of Joint Venture

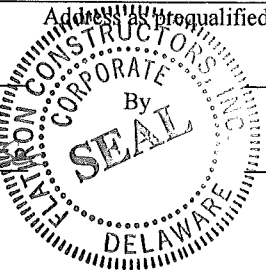
(2) Flatiron Constructors, Inc.

Name of Contractor

385 Interlocken Crescent Blvd., Suite 900, Broomfield, CO 80021

Address as prequalified

Bernie H. Herrmann
Signature of Witness or Attest



Eric S. Taylor
Signature of Contractor

Bernie H. Herrmann, Asst
Print or type Signer's name

Eric S. Taylor, VP
Print or type Signer's name

If Corporation, affix Corporate Seal

and

(3) Blythe Development Company

Name of Contractor

1415 East Westinghouse Blvd., Charlotte, NC 28273

Address as prequalified

[Signature]
Signature of Witness or Attest

By

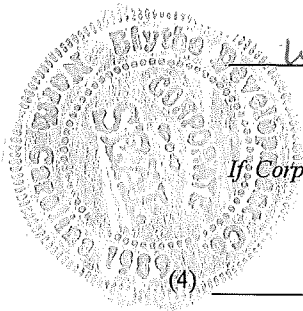
[Signature]
Signature of Contractor

Walter J. Blythe Jr.
Print or type Signer's name

F. W. Blythe U.A.
Print or type Signer's name

If Corporation, affix Corporate Seal

and



(4) _____
Name of Contractor (for 3 Joint Venture only)

Address as prequalified

Signature of Witness or Attest

By

Signature of Contractor

Print or type Signer's name

Print or type Signer's name

If Corporation, affix Corporate Seal

CORPORATE ACKNOWLEDGMENT

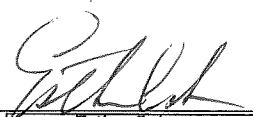
Form 152

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 15th day of July, 2015, before me personally came
MARY R. McKEE to me known, who, being by me duly sworn, did depose
and say that she/he resides in SADDLE BROOK, NEW JERSEY that she/he is
the ATTORNEY IN FACT of the LIBERTY MUTUAL INSURANCE COMPANY the
corporation described in and which executed the above instrument that she/he 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
she/he signed her/his name thereto by like order.

(SEAL)



Esther Caban
Notary Public for New Jersey
My Commission Expires
February 18, 2019



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2014

| Assets | Liabilities |
|-------------------------------------------------------------|-------------------------------------------------------------------|
| Cash and Bank Deposits..... \$744,221,142 | Unearned Premiums..... \$6,288,178,795 |
| *Bonds — U.S Government..... 1,718,117,704 | Reserve for Claims and Claims Expense..... 16,879,324,618 |
| *Other Bonds..... 11,205,872,087 | Funds Held Under Reinsurance Treaties..... 211,983,009 |
| *Stocks..... 9,533,437,819 | Reserve for Dividends to Policyholders..... 1,246,547 |
| Real Estate..... 277,742,849 | Additional Statutory Reserve..... 40,877,587 |
| Agents' Balances or Uncollected Premiums..... 4,150,041,316 | Reserve for Commissions, Taxes and |
| Accrued Interest and Rents..... 129,261,358 | Other Liabilities..... <u>2,664,248,124</u> |
| Other Admitted Assets..... <u>14,896,464,393</u> | Total..... \$26,085,858,680 |
| Total Admitted Assets..... <u>\$42,655,158,668</u> | Special Surplus Funds..... \$53,954,363 |
| | Capital Stock..... 10,000,000 |
| | Paid in Surplus..... 8,829,117,542 |
| | Unassigned Surplus..... 7,676,228,083 |
| | Surplus to Policyholders..... <u>16,569,299,988</u> |
| | Total Liabilities and Surplus..... <u>\$42,655,158,668</u> |



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2014, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 20th day of March, 2015.

T. Mikolajewski

 Assistant Secretary

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

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

Certificate No. 6679680

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alice McLaughlin; Maria L. Spadaccini; Mary R. McKee; Nicholas F. Walsh; Sherryanne M. DePirro

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of August, 2014.



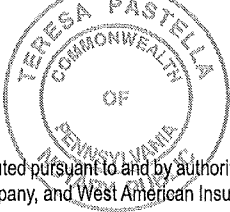
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 11th day of August, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

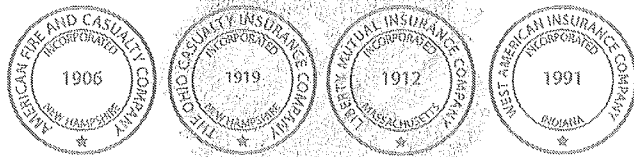
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this JUL 15 2015 day of _____, 20_____.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

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

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