

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

C203590

CONTRACT AND
CONTRACT BONDS

FOR CONTRACT NO. C203590

WBS

34410.3.S29 STATE FUNDED

T.I.P NO.

R-2248G

COUNTY OF

MECKLENBURG

THIS IS THE

ROADWAY CONTRACT

ROUTE NUMBER

I 485

LENGTH

0.380 MILES

LOCATION

I-485 (CHARLOTTE OUTER LOOP) INTERCHANGE WITH SR-2042
(OAKDALE RD).

CONTRACTOR

BLYTHE DEVELOPMENT CO.

ADDRESS

1415 E WESTINGHOUSE BLVD
CHARLOTTE, NC 282735801

BIDS OPENED

JUNE 16, 2015

CONTRACT EXECUTION

7/9/2015

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 C203590
WBS 34410.3.S29

FEDERAL-AID NO. STATE FUNDED
COUNTY MECKLENBURG
T.I.P. NO. R-2248G
MILES 0.380
ROUTE NO. I 485
LOCATION I-485 (CHARLOTTE OUTER LOOP) INTERCHANGE WITH SR-2042
(OAKDALE RD).
TYPE OF WORK GRADING, DRAINAGE, AND PAVING.

NOTICE:

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

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A ROADWAY PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. C203590 IN MECKLENBURG 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. C203590; 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. C203590 in Mecklenburg 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

A7079FC32A09478...

5/5/2015

TABLE OF CONTENTS

**COVER SHEET
PROPOSAL SHEET**

PROJECT SPECIAL PROVISIONS

CONTRACT TIME AND LIQUIDATED DAMAGES: G-1
INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES: G-1
INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES: G-2
INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES: G-3
INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES: G-3
INTERMEDIATE CONTRACT TIME NUMBER 5 AND LIQUIDATED DAMAGES: G-4
INTERMEDIATE CONTRACT TIME NUMBER 6 AND LIQUIDATED DAMAGES: G-4
INTERMEDIATE CONTRACT TIME NUMBER 7 AND LIQUIDATED DAMAGES: G-4
PERMANENT VEGETATION ESTABLISHMENT:..... G-5
DELAY IN RIGHT OF ENTRY: G-5
MAJOR CONTRACT ITEMS: G-6
SPECIALTY ITEMS: G-6
FUEL PRICE ADJUSTMENT:..... G-6
SCHEDULE OF ESTIMATED COMPLETION PROGRESS:..... G-7
MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE: G-7
CONTRACTOR'S LICENSE REQUIREMENTS: G-22
SUBSURFACE INFORMATION:..... G-22
LOCATING EXISTING UNDERGROUND UTILITIES: G-22
VALUE ENGINEERING PROPOSAL: G-23
RESOURCE CONSERVATION AND ENV. SUSTAINABLE PRACTICES:..... G-24
DOMESTIC STEEL: G-25
MAINTENANCE OF THE PROJECT: G-25
TWELVE MONTH GUARANTEE:..... G-26
OUTSOURCING OUTSIDE THE USA: G-26
GIFTS FROM VENDORS AND CONTRACTORS: G-27
LIABILITY INSURANCE:..... G-27
EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION: G-27
PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:..... G-33
EMPLOYMENT:..... G-34
STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:..... G-35
SUBLETTING OF CONTRACT: G-35

ROADWAY..... R-1

STANDARD SPECIAL PROVISIONS

AVAILABILITY FUNDS – TERMINATION OF CONTRACTSSSP-1
NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITYSSP-2
ERRATA.....SSP-5

PLANT AND PEST QUARANTINESSSP-7
 MINIMUM WAGESSSP-8
 ON-THE-JOB TRAINING.....SSP-9

UNIT PROJECT SPECIAL PROVISIONS

SIGNING SN-1
 TRAFFIC CONTROL TC-1
 LIGHTING LT-1
 UTILITY CONSTRUCTIONUC-1
 UTILITY BY OTHERS.....UBO-1
 EROSION CONTROL EC-1

PROPOSAL ITEM SHEET

ITEM SHEET(S) (TAN SHEETS)

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 **April 30, 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 **November 1, 2016**.

The liquidated damages for this intermediate contract time are **One Thousand Dollars (\$ 1,000.00)** per calendar day.

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

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **I-485 (-L-)** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday through Sunday
6:00 am to 8:00 pm

In addition, the Contractor shall not close or narrow a lane of traffic on **I-485 (-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.

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 **Five Hundred Dollars (\$500.00)** per **15 minute time period**.

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SPI G14 C

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **Oakdale Road (-Y3-) and/or Mt. Holly-Huntersville Road (-Y4-)** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday through Friday
6:00 am to 9:00 am and 4:00 pm to 6:00 pm

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

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

The liquidated damages are **One Thousand Dollars (\$1000.00)** per hour.

INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:

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

108

SPI G14 F

The Contractor shall complete the work required of **Phase II, Step 2A through Step 2C** as described on Sheet **TMP-3A** shall place and maintain traffic on same.

The time of availability for this intermediate contract time is the Friday at 8:00 PM that the Contractor elects to begin the work.

The completion time for this intermediate contract time is the following Monday at 5:00 AM after the time of availability.

Repeat the weekend road closure, as directed by the Engineer, to complete Phase II, Step 2A through 2C.

The liquidated damages are **One Thousand Dollars (\$1000.00)** per hour.

INTERMEDIATE CONTRACT TIME NUMBER 5 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 F

The Contractor shall complete the work required of **Phase II, Step 3A through Step 3C** as described on Sheet **TMP-3A** shall place and maintain traffic on same.

The time of availability for this intermediate contract time is the Friday at 8:00 PM that the Contractor elects to begin the work.

The completion time for this intermediate contract time is the following Monday at 5:00 AM after the time of availability.

Repeat the weekend road closure, as directed by the Engineer, to complete Phase II, Step 3A through 3C.

The liquidated damages are **One Thousand Dollars (\$1000.00)** per hour.

INTERMEDIATE CONTRACT TIME NUMBER 6 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 F

The Contractor shall complete the work required of **Phase III, Step 1B1 through Step 1B2** as described on Sheet **TMP-3A** shall place and maintain traffic on same.

The time of availability for this intermediate contract time is the Friday at 8:00 PM that the Contractor elects to begin the work.

The completion time for this intermediate contract time is the following Monday at 5:00 AM after the time of availability.

Repeat the weekend road closure, as directed by the Engineer, to complete Phase III, Step 1B1 through 1B2.

The liquidated damages are **One Thousand Dollars (\$1000.00)** per hour.

INTERMEDIATE CONTRACT TIME NUMBER 7 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 F

The Contractor shall complete the work required of **Phase III, Step 2B1 through Step 2B2** as described on Sheet **TMP-3B** shall place and maintain traffic on same.

The time of availability for this intermediate contract time is the Friday at 8:00 PM that the Contractor elects to begin the work.

The completion time for this intermediate contract time is the following Monday at 5:00 AM after the time of availability.

Repeat the weekend road closure, as directed by the Engineer, to complete Phase III, Step 2B1 through 2B2.

The liquidated damages are **One Thousand Dollars (\$1000.00)** per hour.

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.

DELAY IN RIGHT OF ENTRY:

(7-1-95) (Rev. 7-15-14)

108

SP1 G22

The Contractor will not be allowed right of entry to the following parcel(s) prior to the listed date(s) unless otherwise permitted by the Engineer.

<u>Parcel No.</u>	<u>Property Owner</u>	<u>Date</u>
002	David R. Gorman	6-01-15
003	Johnnie L. Snipes	7-15-15
006	Randy C. Strickland	6-01-15

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
0021	Class IV Subgrade Stabilization
0030	Asphalt Concrete Intermediate Course, Type I19.0B
0031	Asphalt Concrete Surface Course, Type S9.5B

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
61 thru 64	Guardrail
67 thru 80	Signing
97 thru 105	Long-Life Pavement Markings
112	Permanent Pavement Markers
113 thru 132	Lighting
133 thru 135	Utility Construction
136 thru 159	Erosion Control
160	Reforestation

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)	84 % of Total Amount Bid
2017	(7/01/16 - 6/30/17)	16 % 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.

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:

(10-16-07)(Rev. 12-17-13)

102-15(J)

SP1 G66

Description

The purpose of this Special Provision is to carry out the North Carolina Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with State funds.

Definitions

Additional MBE/WBE Subcontractors - Any MBE/WBE submitted at the time of bid that will not be used to meet either the MBE or WBE goal. No submittal of a Letter of Intent is required, unless the additional participation is used for banking purposes.

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

Contract Goals Requirement - The approved MBE and WBE participation at time of award, but not greater than the advertised contract goals for each.

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

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

Minority Business Enterprise (MBE) - A firm certified as a Disadvantaged Minority-Owned Business Enterprise through the North Carolina Unified Certification Program.

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 MBE/WBE certification. The MBE/WBE program follows the same regulations as the federal Disadvantaged Business Enterprise (DBE) program 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.

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

Women Business Enterprise (WBE) - A firm certified as a Disadvantaged Women-Owned Business Enterprise through the North Carolina Unified Certification Program.

Forms and Websites Referenced in this Provision

Payment Tracking System - On-line system in which the Contractor enters the payments made to MBE and WBE 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 MBE/WBE 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 *MBE/WBE Replacement Request Form* - Form for replacing a committed MBE or WBE.
<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 MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE 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 MBE and WBE Subcontractors Form - Form for entering MBE/WBE subcontractors on a project that will meet this MBE and WBE goals. This form is for paper bids only.
[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20\(State\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20(State).docx)

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where MBEs and WBEs 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>

MBE and WBE Goal

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

- (A) Minority Business Enterprises **5.0 %**
- (1) *If the MBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that MBEs participate in at least the percent of the contract as set forth above as the MBE goal.
 - (2) *If the MBE goal is zero*, the Contractor shall make an effort to recruit and use MBEs during the performance of the contract. Any MBE participation obtained shall be reported to the Department.

(B) Women Business Enterprises **5.0 %**

- (1) *If the WBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that WBEs participate in at least the percent of the contract as set forth above as the WBE goal.
- (2) *If the WBE goal is zero*, the Contractor shall make an effort to recruit and use WBEs during the performance of the contract. Any WBE 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 MBE and WBE certified shall be used to meet the MBE and WBE goals respectively. 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 MBE/WBE Subcontractors

At the time of bid, bidders shall submit all MBE and WBE participation that they anticipate to use during the life of the contract. Only those identified to meet the MBE goal and the WBE goal will be considered committed, even though the listing shall include both committed MBE/WBE subcontractors and additional MBE/WBE subcontractors. Any additional MBE/WBE subcontractor participation above the goal for which letters of intent are received will follow the banking guidelines found elsewhere in this provision. All other additional MBE/WBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goals. Only those firms with current MBE and WBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of MBE and WBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

Bidders shall submit a listing of MBE and WBE participation in the appropriate section of Expedite, the bidding software of Bid Express[®].

- (1) Submit the names and addresses of MBE and WBE firms identified to participate in the contract. If the bidder uses the updated listing of MBE and WBE firms shown in Expedite, the bidder may use the dropdown menu to access the name and address of the firms.

- (2) Submit the contract line numbers of work to be performed by each MBE and WBE firm. When no figures or firms are entered, the bidder will be considered to have no MBE or WBE participation.
 - (3) The bidder shall be responsible for ensuring that the MBE and WBE are 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 MBE's or WBE's participation will not count towards achieving either the MBE or WBE goal.
- (B) Paper Bids
- (1) *If either the MBE or WBE goal is more than zero,*
 - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE 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 MBE and WBE participation for the contract.
 - (b) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE 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 MBE and WBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.
 - (c) The bidder shall be responsible for ensuring that the MBE/WBE 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 MBE's or WBE's participation will not count towards achieving the corresponding goal.
 - (2) *If either the MBE or WBE goal is zero,* entries on the *Listing of MBE and WBE Subcontractors* are not required for the zero goal, however any MBE or WBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

MBE or WBE Prime Contractor

When a certified MBE or WBE firm bids on a contract that contains MBE and WBE goals, the firm is responsible for meeting the goals or making good faith efforts to meet the goals, just like any other bidder. In most cases, a MBE or WBE bidder on a contract will meet one of the goals by virtue of the work it performs on the contract with its own forces. However, all the work that

is performed by the MBE or WBE bidder and any other similarly certified subcontractors will count toward the goal. The MBE or WBE bidder shall list itself along with any MBE or WBE subcontractors, if any, in order to receive credit toward the goals.

For example, on a proposed contract, the WBE goal is 10%, and the MBE goal is 8%. A WBE bidder puts in a bid where they will perform 40% of the contract work and have a WBE subcontractor which will perform another 5% of the work. Together the two WBE firms submit on the *Listing of MBE and WBE Subcontractors* a value of 45% of the contract which fulfills the WBE goal. The 8% MBE goal shall be obtained through MBE participation with MBE certified subcontractors or documented through a good faith effort. It should be noted that you cannot combine the two goals to meet an overall value. The two goals shall remain separate.

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

Written Documentation – Letter of Intent

The bidder shall submit written documentation for each MBE/WBE that will be used to meet the MBE and WBE goals of the contract, indicating the bidder's commitment to use the MBE/WBE 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 MBE and WBE to be used toward the MBE and WBE goals, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the MBE/WBE goal. If the lack of this participation drops the commitment below either the MBE or WBE goal, the Contractor shall submit evidence of good faith efforts for the goal not met, 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 either the MBE or the WBE goal, the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach that specific goal(s).

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 would be 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 MBE/WBE 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 MBE/WBE 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 MBE/WBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought MBE/WBE 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 goals 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 MBEs/WBEs 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 MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE and WBE goals will be achieved.
 - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE 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 MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation (2nd and 3rd tier subcontractors).

- (C) Providing interested MBEs/WBEs 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 MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs 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 MBEs/WBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE 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 MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract MBE or WBE goals, 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 MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs 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 MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs 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 MBEs/WBEs. 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 MBE or WBE quotes.

- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the MBE and WBE 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 MBE and WBE goals.
- (2) The bidders' past performance in meeting the MBE and WBE goals.
- (3) The performance of other bidders in meeting the MBE and WBE goals. For example, when the apparent successful bidder fails to meet the goals, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goals. If the apparent successful bidder fails to meet the MBE and WBE goals, but meets or exceeds the average MBE and WBE 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 MBE and WBE goals can be met or that an adequate good faith effort has been made to meet the MBE and WBE goals.

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 MBE/WBE Participation Toward Meeting MBE/WBE Goals

- (A) Participation

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

- (B) Joint Checks

Prior notification of joint check use shall be required when counting MBE/WBE 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 MBE/WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the MBE contract goal requirement. The same holds for work that a WBE subcontracts to another WBE firm. Work that a MBE subcontracts to a non-MBE firm does not count toward the MBE contract goal requirement. Again, the same holds true for the work that a WBE subcontracts to a non-WBE firm. If a MBE or WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or WBE is not performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption may be subject to review by the Office of Inspector General, NCDOT.

(D) Joint Venture

When a MBE or WBE 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 MBE or WBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the MBE or WBE performs with its forces.

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

- (1) The fees or commissions charged by a MBE/WBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
- (2) With respect to materials or supplies purchased from a MBE/WBE, 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) MBE/WBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE/WBE credit claimed for its performance of the work, and any other relevant factors.

(B) MBE/WBE Utilization in Trucking

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

- (1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the MBE or WBE goal.
- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the

subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the goal requirement. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime liable for meeting the goal.

- (5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE 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 MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.
- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE 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 MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE 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.

Banking MBE/WBE Credit

If the bid of the lowest responsive bidder exceeds \$500,000 and if the committed MBE/WBE participation submitted by Letter of Intent exceeds the algebraic sum of the MBE or WBE goal by \$1,000 or more, the excess will be placed on deposit by the Department for future use by the bidder. Separate accounts will be maintained for MBE and WBE participation and these may accumulate for a period not to exceed 24 months.

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

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

MBE/WBE Replacement

When a Contractor has relied on a commitment to a MBE or WBE firm (or an approved substitute MBE or WBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE 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 MBE/WBE subcontractor, a non-MBE/WBE subcontractor, or with the Contractor's own forces or those of an affiliate. A MBE/WBE 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 MBE/WBE firm shall be submitted to the Engineer for approval on Form RF-1 (*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 MBE/WBE:

(A) Performance Related Replacement

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

If a replacement MBE/WBE is not found that can perform at least the same amount of work as the terminated MBE/WBE, 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 MBEs/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBEs/WBEs for specific subbids including, at a minimum:
 - (a) The names, addresses, and telephone numbers of MBEs/WBEs who were contacted.

- (b) A description of the information provided to MBEs/WBEs regarding the plans and specifications for portions of the work to be performed.
 - (3) A list of reasons why MBE/WBE quotes were not accepted.
 - (4) Efforts made to assist the MBEs/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.
- (B) Decertification Replacement
- (1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
 - (2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another similarly certified MBE/WBE subcontractor to perform at least the same amount of work to meet the MBE/WBE goal requirement. If a MBE/WBE 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 MBE/WBE, the Contractor will not be required to seek additional participation. When the Engineer makes changes that result in additional work to be performed by a MBE/WBE based upon the Contractor's commitment, the MBE/WBE shall participate in additional work to the same extent as the MBE/WBE participated in the original contract work.

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

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

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a MBE/WBE, the Contractor shall seek

additional participation by MBEs/WBEs equal to the reduced MBE/WBE 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 MBE/WBE subcontractor. The Department reserves the right to require copies of actual subcontract agreements involving MBE/WBE 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 MBE/WBE 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 MBE/WBE credit.

Reporting Minority and Women Business Enterprise Participation

The Contractor shall provide the Engineer with an accounting of payments made to all MBE and WBE 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 MBEs/WBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

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

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

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

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 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.

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).

SUBSURFACE INFORMATION:

(7-1-95)

450

SP1 G112 B

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

LOCATING EXISTING UNDERGROUND UTILITIES:

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

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

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

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

SPI 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.

MAINTENANCE OF THE PROJECT:

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

104-10

SPI G125

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

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

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

TWELVE MONTH GUARANTEE:

(7-15-03)

108

SPI G145

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

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

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

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

OUTSOURCING OUTSIDE THE USA:

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

SPI G150

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

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

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

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.

CLASS IV SUBGRADE STABILIZATION IN LIEU OF CHEMICAL STABILIZATION:

(6-16-15)

501, 542

SP05 R017

Description

In lieu of chemical stabilization, provide Class IV Subgrade Stabilization by replacing 8" of subgrade soils with geotextile and Class IV select material. This substitution is allowed in full typical section width and cannot result in chemically stabilized sections less than 1,000 feet in length, unless otherwise approved by the Engineer. Notify the Engineer at least 30 days in advance of starting Class IV Subgrade Stabilization in lieu of Chemical Stabilization.

Materials

Refer to the *2012 Standard Specifications*.

Item	Section
Geotextile for Soil Stabilization, Type 4	1056
Select Material, Class IV	1016

Use Class IV Select Material for Class IV Subgrade Stabilization.

Construction Methods

Install geotextile for soil stabilization in accordance with Article 270-3 in the *2012 Standard Specifications*. Place Class IV subgrade stabilization (standard size no. ABC) by end dumping ABC on geotextiles. Do not operate heavy equipment on geotextiles until geotextiles are covered with Class IV subgrade stabilization. Compact ABC to 97% of AASHTO T 180 as modified by the Department.

Maintain Class IV subgrade stabilization in an acceptable condition and minimize the use of heavy equipment on ABC in order to avoid damaging aggregate subgrades. Provide and maintain drainage ditches and drains as required to prevent entrapping water in aggregate subgrades.

Measurement and Payment

Class IV Subgrade Stabilization in Lieu of Chemical Stabilization will be paid at the prices established in the contract that relate to the chemical stabilization type that is being replaced (Lime or Cement). No direct payment will be made for additional excavation required to accommodate this alternate.

The total amount paid for this subgrade stabilization alternative will be limited to the contract amounts per square yard for replacement for Portland cement or lime, theoretical tons of Portland cement or lime replaced, mixing of cement or lime, and theoretical gallons of asphalt curing seal replaced at the rate of 0.15 gallons per square yard.

A Supplement Agreement will be executed prior to starting the work to create a square yard price for the *Class IV Subgrade Stabilization in Lieu of Chemical Stabilization* and deleting the quantities associated with the work being replaced.

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.

TABLE 605-2 APPLICATION TEMPERATURE FOR TACK COAT	
Asphalt Material	Temperature Range
Asphalt Binder, Grade PG 64-22	350 - 400°F
Emulsified Asphalt, Grade RS-1H	130 - 160°F
Emulsified Asphalt, Grade CRS-1	130 - 160°F
Emulsified Asphalt, Grade CRS-1H	130 - 160°F
Emulsified Asphalt, Grade HFMS-1	130 - 160°F
Emulsified Asphalt, Grade CRS-2	130 - 160°F

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

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

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

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

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

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

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

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

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

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

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

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

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.

12" CONCRETE TRUCK APRON:**Description**

Construct 12" Concrete Truck Apron in accordance with the applicable requirements of Section 848 of the *Standard Specifications* as modified by the typical section in the plans and this provision.

Materials

Concrete shall be Class A Concrete meeting the requirements of Section 1000 of the *Standard Specifications*. Concrete shall be tinted black per manufacturer's instructions and as directed by the Engineer.

Measurement and Payment

12" Concrete Truck Apron will be measured and paid for in square yards of 12" Concrete Truck Apron that have completed and accepted. Such price and payment will be full compensation for all work of constructing truck apron, including but not limited to excavating and backfilling, furnishing and placing concrete, and constructing joints.

Payment will be made under:

Pay Item

12" Concrete Truck Apron

Pay Unit

Square Yard

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

DETECTABLE WARNINGS FOR PROPOSED CURB RAMPS:

(6-15-10) (Rev. 8-16-11)

848

SP8 R126

Description

Construct detectable warnings consisting of integrated raised truncated domes on proposed concrete curb ramps in accordance with the *2012 Standard Specifications*, plan details, the requirements of the *28 CFR Part 36 ADA Standards for Accessible Design* and this provision.

Materials

Detectable warning for proposed curb ramps shall consist of integrated raised truncated domes. The description, size and spacing shall conform to Section 848 of the *2012 Standard Specifications*.

Use material for detectable warning systems as shown herein. Material and coating specifications must be stated in the Manufacturers Type 3 Certification and all Detectable Warning systems must be on the NCDOT Approved Products List.

Install detectable warnings created from one of the following materials: precast concrete blocks or bricks, clay paving brick, gray or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile. Only one material type for detectable warning will be permitted per project, unless otherwise approved by the Engineer.

- (A) Detectable Warnings shall consist of a base with integrated raised truncated domes, and when constructed of precast concrete they shall conform to the material requirements of Article 848-2 of the *2012 Standard Specifications*.
- (B) Detectable Warnings shall consist of a base with integrated raised truncated domes, and may be comprised of other materials including, but not limited, to clay paving brick, gray iron or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile, which are cast into the concrete of the curb ramps. The material shall have an integral color throughout the thickness of the material. The detectable warning shall include fasteners or anchors for attachment in the concrete and shall be furnished as a system from the manufacturer.

Prior to installation, the Contractor shall submit to the Engineer assembling instructions from the manufacturer for each type of system used in accordance with Article 105-2 of the *2012 Standard Specifications*. The system shall be furnished as a kit containing all consumable materials and consumable tools, required for the application. They shall be capable of being affixed to or anchored in the concrete curb ramp, including green concrete (concrete that has set but not appreciably hardened). The system shall be solvent free and contain no volatile organic compounds (VOC). The static coefficient of friction shall be 0.8 or greater when measured on top of the truncated domes and when measured between the domes in accordance with ASTM C1028 (dry and wet). The system shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to degradation by motor fuels, lubricants and antifreeze.

- (C) When steel or gray iron or ductile iron casting products are provided, only products that meet the requirements of Subarticle 106-1(B) of the *2012 Standard Specifications* may be used. Submit to the Engineer a Type 6 Certification, catalog cuts and installation procedures at least 30 days prior to installation for all.

Construction Methods

- (A) Prior to placing detectable warnings in proposed concrete curb ramps, adjust the existing subgrade to the proper grade and in accordance with Article 848-3 of the *2012 Standard Specifications*.
- (B) Install all detectable warning in proposed concrete curb ramps in accordance with the manufacturer's recommendations.

Measurement and Payment

Detectable Warnings installed for construction of proposed curb ramps will not be paid for separately. Such payment will be included in the price bid for *Concrete Curb Ramps*.

STREET SIGNS AND MARKERS AND ROUTE MARKERS:

(7-1-95)

900

SP9 R02

Move any existing street signs, markers, and route markers out of the construction limits of the project and install the street signs and markers and route markers so that they will be visible to the traveling public if there is sufficient right of way for these signs and markers outside of the construction limits.

Near the completion of the project and when so directed by the Engineer, move the signs and markers and install them in their proper location in regard to the finished pavement of the project.

Stockpile any signs or markers that cannot be relocated due to lack of right of way, or any signs and markers that will no longer be applicable after the construction of the project, at locations directed by the Engineer for removal by others.

The Contractor shall be responsible to the owners for any damage to any street signs and markers or route markers during the above described operations.

No direct payment will be made for relocating, reinstalling, and/or stockpiling the street signs and markers and route markers as such work shall be considered incidental to other work being paid for by the various items in the contract.

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)
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
$\geq 1 \frac{1}{2}$	600

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

- (13) Do not grout under base plate.

Measurement and Payment

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

No payment will be made for temporary casings that remain in drilled pier excavations. No payment will be made for PIT. No payment will be made for further investigation of defective piers. Further investigation of piers that are not defective will be paid as extra work in accordance with Article 104-7 of the *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-weight C	-	-	-	-	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:

TABLE 1092-3 MINIMUM COEFFICIENT OF RETROREFLECTION FOR NC GRADE A (Candelas Per Lux Per Square Meter)								
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

HIGH STRENGTH CONCRETE FOR DRIVEWAYS:

(11-21-00) (Rev. 1-17-12)

848

SP10 R02

Use high early strength concrete for all driveways shown in the plans and as directed by the Engineer. Provide high early strength concrete that meets the requirements of Article 1000-5 of the *2012 Standard Specifications*.

Measurement and payment will be in accordance with Section 848 of the *2012 Standard Specifications*.

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		
No. 200	10 – 30	25	10

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.

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.

PERMANENT SEEDING AND MULCHING:

(7-1-95)

1660

SP16 R02

The Department desires that permanent seeding and mulching be established on this project as soon as practical after slopes or portions of slopes have been graded. As an incentive to obtain an early stand of vegetation on this project, the Contractor's attention is called to the following:

For all permanent seeding and mulching that is satisfactorily completed in accordance with the requirements of Section 1660 in the *2012 Standard Specifications* and within the following percentages of elapsed contract times, an additional payment will be made to the Contractor as an incentive additive. The incentive additive will be determined by multiplying the number of acres of seeding and mulching satisfactorily completed times the contract unit bid price per acre for Seeding and Mulching times the appropriate percentage additive.

Percentage of Elapsed Contract Time	Percentage Additive
0% - 30%	30%
30.01% - 50%	15%

Percentage of elapsed contract time is defined as the number of calendar days from the date of availability of the contract to the date the permanent seeding and mulching is acceptably completed divided by the total original contract time.

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

MINIMUM WAGES

(7-21-09)

Z-5

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

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

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

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

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

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

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

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.

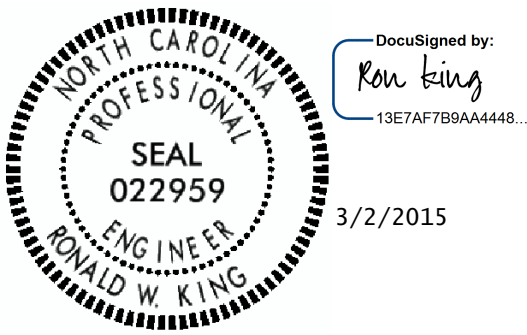
Achieving or Failing to Meet Training Goals

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.



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 ½ 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 $M = P \times D_2$.

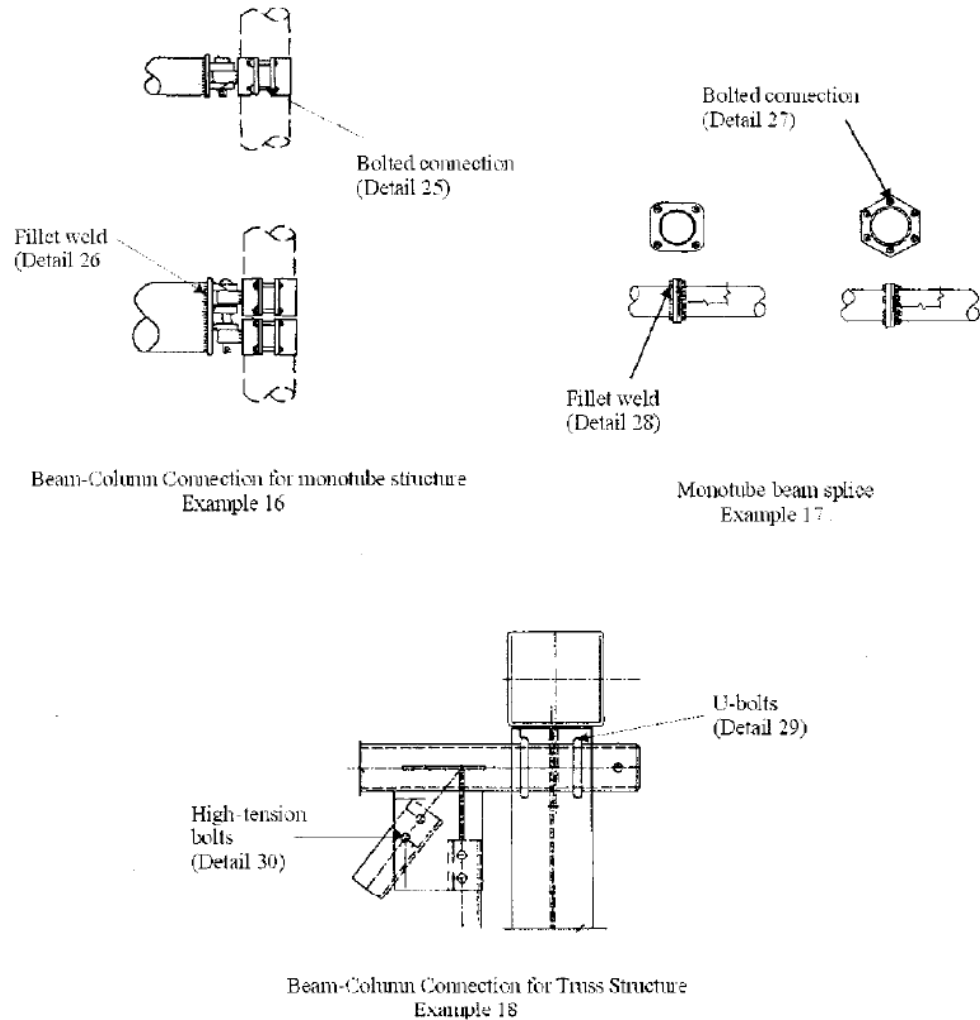
- M - bending moment at the critical section of the base plate induced by one anchor bolt
- P - anchoring force of each anchor bolt
- D_1 - horizontal distance between the center of the anchor bolt and the outer face of the upright, or the difference between the radius of the bolt circle and the outside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



DocuSigned by:
Ron King
13E7AF7B9AA4448...

3/2/2015

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

TC-1

(TIP R-2248G)

Mecklenburg County

WORK ZONE TRAFFIC CONTROL Project Special Provisions

Law Enforcement:

(05/14/2013)

Description

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

Construction Methods

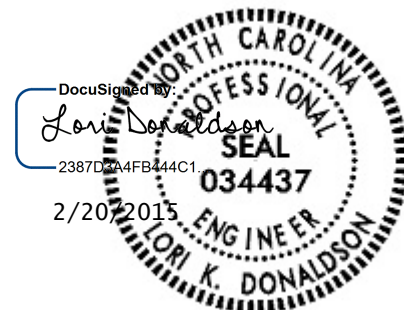
Use uniformed Law Enforcement Officers and marked Law Enforcement vehicles equipped with blue lights mounted on top of the vehicle, and Law Enforcement vehicle emblems to direct or control traffic as required by the plans or by the Engineer.

Measurement and Payment

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

Payment will be made under:

Pay Item	Pay Unit
Law Enforcement	Hour



**PROJECT SPECIAL PROVISIONS
LIGHTING**

1.00 DESCRIPTION

The work covered by this Section consists of furnishing, installing, connecting, and placing into satisfactory operating condition roadway lighting at locations shown on the plans. Perform all work in accordance with these Special Provisions, the Plans, the National Electrical Code, and North Carolina Department of Transportation "Standard Specifications for Roads and Structures" (*2012 Standard Specifications*).

Perform all work in conformance with Division 14 of the *2012 Standard Specifications* except as modified or added to by these Special Provisions. Install all bore pits outside the clear zone, as defined in the AASHTO Roadside Design Guide or as directed by the Engineer.

In addition to the requirements of Division 1400, other specific Sections of the *2012 Standard Specifications* applicable to the work on this project are listed below.

Section 1401	High Mount Standard and Portable Drive Unit
Section 1407	Electric Service Pole and Lateral
Section 1408	Light Control System
Section 1409	Electrical Duct
Section 1410	Feeder Circuits
Section 1411	Electrical Junction Boxes

2.00 CONSTRUCTION METHODS

Modify the fourth paragraph of Standard Specification 1400-4(F) to read as follows:

Install manufactured set screw type connectors, suitable for connecting multiple wires, and which are UL Listed (UL486D) for all phase conductor splices. These precise fit connectors are insulated with high-strength dielectric material and have removable access plugs over the set screws. Direct buried and/or submersible versions of these connectors, equipped with factory made waterproof insulating boots, are required for splicing inside junction boxes. Non-direct buried and/or non-submersible connectors may be used for phase conductor splicing in normally dry areas such as inside poles and transformer bases. After tightening set screw, tape down the access plugs to keep them securely in place. Split-bolt connectors may be used for ground wire splicing. Wire nut and compression type connectors will not be allowed.

Add the following to the end of Standard Specification 1400-4:

(K) Foundations

Form foundations with prefabricated cardboard forms down to 12" min. below top of ground.

Do not erect standards before test cylinders representing the foundation concrete have attained the minimum compressive strength detailed in Section 1000 of the *2012 Standard Specifications*.

Test cylinders shall be provided for each truckload of concrete used for light pole foundations. Tests shall be conducted as described in Section 1000 of the *2012 Standard Specifications*.

To avoid vehicle undercarriage snagging of any substantial remains of a breakaway support (when it is broken away), the edge of the foundation or top of anchor bolt should not extend more than four inches (4") above a sixty inch (60") chord aligned radially to the centerline of the highway, and connecting any point within the length of the chord on the ground surface on one side of the foundation to a point on the ground surface on the other side.

3.00 HIGH MOUNT FOUNDATIONS

3.10 DESCRIPTION

High mount foundations for high mount standards consist of drilled piers or footings with pedestals, conduit and anchor rod assemblies. Construct high mount foundations in accordance with the contract and either *2012 Roadway Standard Drawings* No. 1402.01 or the accepted submittals. Define "high mount standard foundation" as a drilled pier including the conduit and anchor rod assembly that meets Standard Drawing No. 1402.01.

3.20 MATERIALS

Use high mount foundation materials that meet the *Foundations and Anchor Rod Assemblies for Metal Poles* provision found in the Roadway Project Special Provisions.

3.30 HIGH MOUNT STANDARD FOUNDATIONS

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

- A. Soil with unit weight (γ) \geq 120 lb/cf and friction angle (ϕ) \geq 30°,
- B. Groundwater at least 7 ft below finished grade and
- C. Slope of finished grade 6:1 (H:V) or flatter.

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

3.40 SUBSURFACE INVESTIGATIONS

Use a prequalified geotechnical consultant to perform one standard penetration test (SPT) boring in accordance with ASTM D1586 at each high mount location requiring a subsurface investigation. Rough grade high mount locations to within 2 ft of finished grade before

beginning drilling. Drill borings to 2 drilled pier diameters below anticipated pier tip elevations or refusal, whichever is higher.

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

3.50 HIGH MOUNT FOUNDATION DESIGNS

Design high mount foundations for the wind zone and high mount heights shown in the plans and the slope of finished grade and subsurface conditions at each high mount location. Design drilled piers, footings and pedestals in accordance with the 6th Edition of the *AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*.

Design drilled piers for side resistance only in accordance with Section 4.6 of the *AASHTO Standard Specifications for Highway Bridges*. Use the computer software LPILE version 6.0 or later manufactured by Ensoft, Inc. to analyze drilled piers. Provide drilled pier designs with a horizontal deflection of less than 0.5" at top of piers.

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

Submit boring logs, 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 high mount foundation design submittals. Have high mount foundations designed, detailed and sealed by an engineer licensed in the state of North Carolina.

3.60 CONSTRUCTION METHODS

Grade a 3 ft diameter level work area around high mount locations with cut and fill slopes as shown on Standard Drawing No. 1402.01. Construct drilled piers, footings and pedestals and install anchor rod assemblies for high mount foundations in accordance with the *Foundations and Anchor Rod Assemblies for Metal Poles* provision.

3.70 MEASUREMENT AND PAYMENT

High Mount Foundations will be measured and paid in cubic yards. High mount standard foundations will be measured as the cubic yards of concrete shown on Standard Drawing No. 1402.01 for the high mount height and wind zone shown in the plans. All other high mount foundations will be measured as the cubic yards of foundation concrete for drilled piers, footings and pedestals shown on the accepted submittals. The contract unit price for *High Mount Foundations* 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 high mount foundations. Subsurface investigations and high mount foundation designs required by the Engineer will be paid as extra work in accordance with Article 104-7 of the *2012 Standard Specifications*.

Payment will be made under:

High Mount Foundations.....Cubic Yard

4.00 ELECTRICAL JUNCTION BOXES

4.10 DESCRIPTION

Same as Section 1411-1.

4.20 MATERIALS

Same as Section 1411-2, except modify referenced Section 1091-5 as follows:

- Page 10-202, revise paragraph starting on line 9 to read “Provide polymer concrete (PC) boxes which have bolted covers and open bottoms. Provide vertical extensions of 6" to 12" as required by project special provisions.”
- Page 10-202, revise sentence beginning on line 14 to read “Other thermoplastic materials may be used for components which are not normally exposed to sunlight.”

4.30 CONSTRUCTION METHODS

Same as Section 1411-3.

4.40 MEASUREMENT AND PAYMENT

Same as Section 1411-4.

5.00 HIGH MAST LIGHT EMITTING DIODE (LED) LUMINAIRES

5.10 DESCRIPTION

Furnish, install and place into satisfactory operation, LED luminaires on high mount standards as detailed in these Special Provisions.

The Contractor shall supply Holophane or Cooper LED high mount luminaires as specified below or approved equal.

Mounting Height	# of Fixtures	Holophane Part Number	Cooper Part Number
120'	8	HMLED2124KAHGAW	GLEON-AE-10-LED-480-5WQ-AP-EA
80'	8	HMLED2064KAHGAW	GLEON-AE-6-LED-480-5WQ-AP-EA

Any alternate luminaire submitted for approval must meet the minimum requirements below. The Contractor shall supply the Department with current catalog cuts and 3rd party certified photometric data files in Illuminating Engineering Society (IES) format for any alternate high mount luminaire submitted for approval. The Department will thoroughly evaluate alternate luminaires to determine if proposed alternate high mount luminaire meets or exceeds design criteria.

High mount luminaire retrofit LED kits are not an acceptable alternative.

5.20 MATERIALS

5.21 LUMINAIRE REQUIREMENTS

A. General Requirements

- LM-79 photometric test reports shall be provided for all LED luminaires. LM-79 luminaire photometric reports shall be produced by an independent test laboratory and include the following:
 - Name of test laboratory. The test laboratory must hold National Voluntary Laboratory Accreditation Program (NVLAP) accreditation for the IES LM-79 test procedure or must be qualified, verified, and recognized through the U.S. Department of Energy's CALiPER program.
 - Report number
 - Date
 - Complete luminaire catalog number. Catalog number tested must match the catalog number of the luminaire submitted, except for variations which do not affect performance.
 - Description of luminaire, LED light source(s), and LED driver(s)
 - Goniophotometry
 - Colorimetry
- LM-80 lumen maintenance test report shall be provided for each respective LED light source.
- Luminaire shall be constructed of aluminum. Each luminaire shall be finished gray in color unless otherwise noted.
- Luminaires shall have a minimum L70 rating of 60,000 hours at 25°C, 100,000 hours desirable. Provide a summary of reliability testing performed for LED driver.
- Luminaires for 80' high mast standards shall have a maximum total power consumption of 450 watts (W) at 480VAC. Luminaires for 100' and 120' high mast standards shall have a maximum total power consumption of 560W at 480VAC. Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.
- Luminaire shall have an IESNA distribution Type V.
- Luminaire LED modules shall meet dust and moisture rating of IP-66, minimum.
- Luminaire shall have an external label per ANSI C136.15.

- Luminaires shall have an internal label per ANSI C136.22.
- Luminaires shall start and operate in -20°C to +40°C ambient.
- Electrically test fully assembled luminaires before shipment from factory.
- Effective Projected Area (EPA) and weight of the luminaires shall not exceed 1.3 square feet and 65 lbs.
- Luminaires shall be designed for ease of electrical component replacement.
- Luminaires shall be rated for minimum 2G vibration, minimum, per ANSI C136.31-2010
- LED light sources and drivers shall be RoHS compliant.
- The luminaire manufacturer shall have no less than five (5) years of experience in manufacturing LED-based lighting products and the manufacturing facility must be ISO 9001 certified.
- Pole hardware, nuts, bolts, and washers, etc. shall be made from 18-8 stainless steel, or steel conforming to ASTM A307 galvanized in accordance with ASTM A153.

B. Driver

- Rated case temperature shall be suitable for operation in the luminaire operating in the ambient temperature range of -20°C to +40°C.
- Shall be rated for 480VAC at 50/60 Hz, and shall operate normally for input voltage fluctuations of $\pm 10\%$.
- Shall have a minimum Power Factor (PF) of 0.90 at full input power and across specified voltage range.

C. Surge Suppression

- Integral surge protection shall meet ANSI/IEEE C62.45 procedures based on ANSI/IEEE C62.41.2 definitions for standard and optional waveforms for location category C-High 10kV/10kA test, IEC 61000-4-2 (Electrostatic Discharge) 8kV Air/4kV Contact test and IEC 61000-4-4 (Fast Transients).

D. Electromagnetic interference

- Luminaires shall have a maximum Total Harmonic Distortion (THD) of 20% at full input power and across specified voltage range.
- Luminaires shall comply with FCC 47 CFR part 15 non-consumer RFI/EMI standards.

E. Electrical safety testing

- Luminaires shall be listed for wet locations.
- Luminaires shall be UL listed and labeled.

F. Finish

- Luminaires shall be painted with a corrosion resistant polyester powdered paint with a minimum 2.0 mil thickness.
- Luminaires shall exceed a rating of six per ASTM D1654 after 1000 hours of salt spray fog testing per ASTM B117.

- The coating shall exhibit no greater than 30% reduction of gloss per ASTM D523, after 500 hours of QUV testing at ASTM G154 Cycle 6.
- G. Thermal management
- Mechanical design of protruding external surfaces (heat sink fins) shall facilitate hose-down cleaning and discourage debris accumulation.
- H. Color Quality
- Minimum Color Rendering Index (CRI) of 70 with a Correlated Color Temperature (CCT) of 3500K to 4500K
- I. Optics
- Transmissive optical components shall be applied in accordance with OEM design guidelines to ensure suitability for the thermal/mechanical/chemical environment.
- J. The following shall be in accordance with corresponding sections of ANSI C136.37
- All internal components shall be assembled and pre-wired using modular electrical connections.
 - Terminal blocks shall be used for incoming AC lines
 - Latching and hinging
- K. Manufacturer or local sales representative shall provide installation and troubleshooting support via telephone and/or email.

5.30 WARRANTY

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

Warranty period shall begin after project acceptance by the Department.

5.40 CONSTRUCTION METHODS

Level and secure each luminaire in all directions. Securely terminate the wiring for each high mount luminaire and include an equipment grounding conductor to bond the housing to the supply cord grounding conductor.

Adjust any luminaires, as directed by the Engineer, to provide optimal illumination distribution.

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

5.50 MEASUREMENT AND PAYMENT

The high mount luminaires measured as provided above will be paid for at the contract unit price per each “(height) High Mount Luminaires – LED”. Such price and payment will be considered full compensation for providing and installing the LED high mount luminaire on the carrier ring tenon arm and connecting the LED high mount luminaire to the supply cord on the carrier ring.

Payment will be made under:

(height) High Mount Luminaire – LED Each



DocuSigned by:
Paul Chan
 F83C4985EEEF4A2...

3/9/2015

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 paragraphs:

Water and sewer facilities are owned by the Charlotte-Water (CLTWater). The contact person for CLTWater is Mr. Bill Deal, PE; he can be reached by phone at (980) 722-0786 or wdeal@ci.charlotte.nc.us.

The contractor shall notify Bill Deal, PE of CLTWater at least two (2) weeks prior to the commencement of any water and/or sewer utility construction activity.

Prior to water and/or sewer utility construction, the contractor must submit to Bill Deal, PE of CLTWater, the proposed utility material submittals and shop drawings, as applicable for CLTWater review and obtain CLTWater approval of utility material submittals and shop drawings.

The contractor shall keep CLTWater's appointed representative informed of the work progress and provide opportunity for inspection of construction and testing.

Maintain water and sewer service to existing customers during construction. Minimize the duration of any service disruption. Notify the CLTWater representative at least 48 hours in advance of any scheduled service disruption.

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:

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

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.

Provide materials for the proposed water and sewer utilities construction meeting the applicable requirements (i.e. material specifications, standard details, testing, policies, etc.) of CLTWater’s standard specifications and applicable current CLTWater standard details as of Date of Advertisement. CLTWater’s specifications and details can be obtained from CLTWater at <http://charmeck.org/city/charlotte/Utilities/ConstructionProjects/Pages/Design%20Manual.aspx>.

Measurement and payment for work will be in accordance with the *NCDOT Standard Specifications for Roads and Structures*, January 2012.

PROJECT SPECIAL PROVISIONS

Utilities by Others



License No. C-2639
7520 E. Independence Blvd.
Suite 230
Charlotte, NC 28227
(704) 814-4407

General:

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

- A. Power –Duke Energy Progress
- B. Telecommunications – DukeNet
- C. Telephone – AT&T
- D. Cable TV– Time Warner Cable
- E. Gas – Piedmont Natural Gas

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 Standard Specifications.

Utilities Requiring Adjustment:

A. Duke Energy Progress

- 1. See Utilities by Others plans for utility conflicts.
- 2. The contact for Duke Energy Progress is William (Bill) Huffstetlar and he can be reached at 919-690-3662. All work will be completed by December 1, 2015.

PROJECT SPECIAL PROVISIONS

Utilities by Others

B. DukeNet

1. See Utilities by Others plans for utility conflicts
2. The Contact for DukeNet is Marc Osborne and he can be reached at 704-650-7213. All work will be completed by December 1, 2015.

C. AT&T

1. See Utilities by Others plans for utility conflicts
2. The contact for AT&T is Danny Mounts and he can be reached at 704-424-1522. All work will be completed by December 1, 2015.

D. Time Warner Cable

1. See Utilities by Others plans for utility conflicts
2. The Contact for Time Warner Cable is Gus Yoannon and he can be reached at 704-378-2586. All work will be completed by December 1, 2015.

E. Piedmont Natural Gas

1. See Utilities by Others plans for utility conflicts
2. The Contact for Piedmont Natural Gas is Tim Cook and he can be reached at 704-587-3184. Piedmont Natural Gas will need 2 week's notice and 2 weeks to complete all work. Tim Cook of Piedmont Natural Gas is confident there are no conflicts but included this information for potential relocations not anticipated.

**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:

(West)

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

Shoulder and Median Areas

August 1 - June 1

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

May 1 - September 1

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

Areas Beyond the Mowing Pattern, Waste and Borrow Areas:

August 1 - June 1

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

May 1 - September 1

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

Approved Tall Fescue Cultivars

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.**

Approved Kentucky Bluegrass Cultivars:

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

Approved Hard Fescue Cultivars:

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

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

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

TEMPORARY SEEDING:

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

FERTILIZER TOPDRESSING:

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

SUPPLEMENTAL SEEDING:

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

MOWING:

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

LAWN TYPE APPEARANCE:

All areas adjacent to lawns must be hand finished as directed to give a lawn type appearance. Remove all trash, debris, and stones $\frac{3}{4}$ " and larger in diameter or other obstructions that could interfere with providing a smooth lawn type appearance. These areas shall be reseeded to match their original vegetative conditions, unless directed otherwise by the Field Operations Engineer.

REFORESTATION:**Description**

Reforestation will be planted within interchanges and along the outside borders of the road, and in other areas as directed. *Reforestation* is not shown on the plan sheets. See the Reforestation Detail Sheet.

All non-maintained riparian buffers impacted by the placement of temporary fill or clearing activities shall be restored to the preconstruction contours and revegetated with native woody species.

The entire *Reforestation* operation shall comply with the requirements of Section 1670 of the *Standard Specifications*.

Materials

Reforestation shall be bare root seedlings 12"-18" tall.

Construction Methods

Reforestation shall be planted as soon as practical following permanent *Seeding and Mulching*. The seedlings shall be planted in a 16-foot wide swath adjacent to mowing pattern line, or as directed.

Root dip: The roots of reforestation seedlings shall be coated with a slurry of water, and either a fine clay (kaolin) or a superabsorbent that is designated as a bare root dip. The type, mixture ratio, method of application, and the time of application shall be submitted to the Engineer for approval.

With the approval of the Engineer, seedlings may be coated before delivery to the job or at the time of planting, but at no time shall the roots of the seedlings be allowed to dry out. The roots shall be moistened immediately prior to planting.

Seasonal Limitations: *Reforestation* shall be planted from November 15 through March 15.

Measurement and Payment

Reforestation will be measured and paid for in accordance with Article 1670-17 of the *Standard Specifications*.

RESPONSE FOR EROSION CONTROL:

Description

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

Section	Erosion Control Item	Unit
1605	Temporary Silt Fence	LF
1606	Special Sediment Control Fence	LF/TON
1615	Temporary Mulching	ACR
1620	Seed - Temporary Seeding	LB

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

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item

Response for Erosion Control

Pay Unit

Each

MINIMIZE REMOVAL OF VEGETATION:

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

STOCKPILE AREAS:

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

ACCESS AND HAUL ROADS:

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

WASTE AND BORROW SOURCES:

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

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

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

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

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

SILT FENCE COIR FIBER WATTLE BREAK:

(8-21-12)

1605,1630

Description

Silt fence coir fiber wattle breaks are tubular products consisting of coir fibers (coconut fibers) encased in coir fiber netting and used in conjunction with temporary silt fence at the toe of fills to intercept runoff. Silt fence coir fiber wattle breaks 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 Silt fence coir fiber wattle breaks.

Materials

Coir fiber wattle shall meet the following specifications:

100% Coir (Coconut) Fibers	
Minimum Diameter	12"
Minimum Length	10 ft
Minimum Density	3.5 lb/cf \pm 10%
Net Material	Coir Fiber
Net Openings	2" x 2"
Net Strength	90 lb.
Minimum Weight	2.6 lb/ft \pm 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

Excavate a trench the entire length of each wattle with a depth of 1" to 2" for the wattle to be placed. Secure silt fence coir fiber wattle breaks 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 silt fence coir fiber wattle break 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.

Install temporary silt fence in accordance with Section 1605 of the *2012 Standard Specifications* and overlap each downslope side of silt fence wattle break by 6".

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

Measurement and Payment

Coir Fiber Wattle 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 silt fence coir fiber wattle break.

Payment will be made under:

Pay Item

Coir Fiber Wattle

Pay Unit

Linear Foot

COIR FIBER WATTLE BARRIER:

(5-20-13)

1630

Description

Coir fiber wattle barriers are tubular products consisting of coir fibers (coconut fibers) encased in coir fiber or synthetic netting and used at the toe of fills or on slopes to intercept runoff. Coir fiber 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 coir fiber wattle barriers.

Materials

Coir fiber wattle shall meet the following specifications:

Inner Material	100% Coir (Coconut) Fibers
Minimum Diameter	18"
Minimum Length	10 ft.
Minimum Density	5 lb./c.f. \pm 10%
Net Material	Coir (Coconut) or Synthetic
Net Openings	2" x 2"
Net Strength	90 lb.
Minimum Weight	10 lb./ft. \pm 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 coir fiber 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 coir fiber 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 coir fiber wattle barriers 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 coir fiber 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 coir fiber wattle barriers until the project is accepted or until the coir fiber wattle barriers are removed, and remove and dispose of silt accumulations at the coir fiber wattle barriers when so directed in accordance with Section 1630 of the *2012 Standard Specifications*.

Measurement and Payment

Coir Fiber Wattle Barrier will be measured and paid as the actual number of linear feet of coir fiber wattle barrier 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 coir fiber wattle barrier.

Payment will be made under:

Pay Item	Pay Unit
Coir Fiber 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

County : Mecklenburg

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum	L.S.	
0003	0043000000-N	226	GRADING	Lump Sum	L.S.	
0004	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUB-BING	1 ACR		
0005	0057000000-E	226	UNDERCUT EXCAVATION	2,000 CY		
0006	0192000000-N	260	PROOF ROLLING	5 HR		
0007	0195000000-E	265	SELECT GRANULAR MATERIAL	2,000 CY		
0008	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	20,000 SY		
0009	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	206 TON		
0010	0320000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	811 SY		
0011	0335200000-E	305	15" DRAINAGE PIPE	72 LF		
0012	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	516 LF		
0013	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	12 LF		
0014	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	916 LF		
0015	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	180 LF		
0016	0582000000-E	310	15" CS PIPE CULVERTS, 0.064" THICK	44 LF		
0017	0995000000-E	340	PIPE REMOVAL	446 LF		
0018	1044000000-E	501	LIME TREATED SOIL (SLURRY METHOD)	6,810 SY		
0019	1066000000-E	501	LIME FOR LIME TREATED SOIL	75 TON		

County : Mecklenburg

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0020	1099500000-E	505	SHALLOW UNDERCUT	6,000 CY		
0021	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	12,000 TON		
0022	1110000000-E	510	STABILIZER AGGREGATE	500 TON		
0023	1121000000-E	520	AGGREGATE BASE COURSE	7,000 TON		
0024	1176000000-E	542	SOIL CEMENT BASE	6,810 SY		
0025	1187000000-E	542	PORTLAND CEMENT FOR SOIL CEMENT BASE	200 TON		
0026	1209000000-E	543	ASPHALT CURING SEAL	2,100 GAL		
0027	1220000000-E	545	INCIDENTAL STONE BASE	500 TON		
0028	1330000000-E	607	INCIDENTAL MILLING	1,650 SY		
0029	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	3,230 TON		
0030	1498000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	4,980 TON		
0031	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	4,810 TON		
0032	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	670 TON		
0033	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	500 TON		
0034	2022000000-E	815	SUBDRAIN EXCAVATION	840 CY		
0035	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	2,500 SY		
0036	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	420 CY		
0037	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	2,500 LF		
0038	2070000000-N	815	SUBDRAIN PIPE OUTLET	5 EA		

County : Mecklenburg

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0039	2077000000-E	815	6" OUTLET PIPE	30		LF
0040	2143000000-E	818	BLOTTING SAND	10		TON
0041	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	54		EA
0042	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	21		LF
0043	2364200000-N	840	FRAME WITH TWO GRATES, STD 840.20	5		EA
0044	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	5		EA
0045	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	8		EA
0046	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	27		EA
0047	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	1		EA
0048	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	4		EA
0049	2396000000-N	840	FRAME WITH COVER, STD 840.54	10		EA
0050	2440000000-N	852	CONCRETE TRANSITIONAL SECTION FOR CATCH BASIN	6		EA
0051	2535000000-E	846	***X *** CONCRETE CURB (8" x 18")	825		LF
0052	2542000000-E	846	1'-6" CONCRETE CURB & GUTTER	1,100		LF
0053	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	5,650		LF
0054	2556000000-E	846	SHOULDER BERM GUTTER	1,120		LF
0055	2591000000-E	848	4" CONCRETE SIDEWALK	1,850		SY
0056	2605000000-N	848	CONCRETE CURB RAMP	8		EA

County : Mecklenburg

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0057	2612000000-E	848	6" CONCRETE DRIVEWAY	80 SY		
0058	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	1,850 SY		
0059	2738000000-E	SP	GENERIC PAVING ITEM 12" CONCRETE TRUCK APRON	1,120 SY		
0060	2938000000-N	859	CONVERT EXISTING DROP INLET TO JUNCTION BOX WITH MANHOLE	9 EA		
0061	3030000000-E	862	STEEL BM GUARDRAIL	1,775 LF		
0062	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5 EA		
0063	3210000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE CAT-1	2 EA		
0064	3270000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350	2 EA		
0065	3649000000-E	876	RIP RAP, CLASS B	5 TON		
0066	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	695 SY		
0067	4054000000-E	902	PLAIN CONCRETE SIGN FOUNDA- TIONS	1 CY		
0068	4057000000-E	SP	OVERHEAD FOOTING	20 CY		
0069	4060000000-E	903	SUPPORTS, BREAKAWAY STEEL BEAM	443 LB		
0070	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	982 LF		
0071	4082100000-N	SP	SUPPORTS, OVERHEAD SIGN STRUC- TURE AT STA ***** (1061+68 -L- SBL)	Lump Sum	L.S.	
0072	4082100000-N	SP	SUPPORTS, OVERHEAD SIGN STRUC- TURE AT STA ***** (896+32 -L- NBL)	Lump Sum	L.S.	
0073	4082100000-N	SP	SUPPORTS, OVERHEAD SIGN STRUC- TURE AT STA ***** (935+68 -L- NBL)	Lump Sum	L.S.	
0074	4096000000-N	904	SIGN ERECTION, TYPE D	4 EA		

County : Mecklenburg

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0075	4102000000-N	904	SIGN ERECTION, TYPE E	44	EA	
0076	4108000000-N	904	SIGN ERECTION, TYPE F	10	EA	
0077	4109000000-N	904	SIGN ERECTION, TYPE *** (OVER-HEAD) (A)	6	EA	
0078	4109000000-N	904	SIGN ERECTION, TYPE *** (OVER-HEAD) (B)	6	EA	
0079	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	10	EA	
0080	4234000000-N	907	DISPOSAL OF SIGN, A OR B (OVERHEAD)	1	EA	
0081	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	2,015	SF	
0082	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	717	SF	
0083	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	522	SF	
0084	4415000000-N	1115	FLASHING ARROW BOARD	3	EA	
0085	4422000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)	10	DAY	
0086	4430000000-N	1130	DRUMS	452	EA	
0087	4435000000-N	1135	CONES	52	EA	
0088	4445000000-E	1145	BARRICADES (TYPE III)	584	LF	
0089	4450000000-N	1150	FLAGGER	5,040	HR	
0090	4470000000-N	1160	RESET TEMPORARY CRASH CUSHION	2	EA	
0091	4480000000-N	1165	TMA	2	EA	
0092	4485000000-E	1170	PORTABLE CONCRETE BARRIER	500	LF	
0093	4507000000-E	1170	WATER FILLED BARRIER	480	LF	

County : Mecklenburg

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0094	4510000000-N	SP	LAW ENFORCEMENT	240		HR
0095	4516000000-N	1180	SKINNY DRUM	119		EA
0096	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	350		EA
0097	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	9,875		LF
0098	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	3,012		LF
0099	4688000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (6", 90 MILS)	4,051		LF
0100	4690000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (6", 120 MILS)	684		LF
0101	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	1,000		LF
0102	4697000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 120 MILS)	210		LF
0103	4700000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	2,300		LF
0104	4702000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 120 MILS)	210		LF
0105	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	84		EA
0106	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	66,090		LF
0107	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	2,000		LF
0108	4825000000-E	1205	PAINT PAVEMENT MARKING LINES (12")	776		LF
0109	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	152		LF
0110	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	244		EA

County : Mecklenburg

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0111	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	3,417	LF	
0112	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	313	EA	
0113	5005000000-E	1401	80' HIGH MOUNT STANDARD	3	EA	
0114	5015000000-E	1401	120' HIGH MOUNT STANDARD	2	EA	
0115	5020000000-N	1401	PORTABLE DRIVE UNIT	1	EA	
0116	5025000000-E	SP	HIGH MOUNT FOUNDATIONS	33	CY	
0117	5120000000-N	1407	ELECTRIC SERVICE POLE ***** (30' CLASS 4)	1	EA	
0118	5125000000-E	1407	ELECTRIC SERVICE LATERAL ***** (3 #1/0 USE)	25	LF	
0119	5145000000-N	1408	LIGHT CONTROL EQUIPMENT, TYPE RW ***** (240/480 V)	1	EA	
0120	5155000000-E	1409	ELECTRICAL DUCT, TYPE BD, SIZE ***** (2")	370	LF	
0121	5155000000-E	1409	ELECTRICAL DUCT, TYPE BD, SIZE ***** (4")	110	LF	
0122	5160000000-E	1409	ELECTRICAL DUCT, TYPE JA, SIZE ***** (4")	155	LF	
0123	5170000000-E	1410	** #8 W/G FEEDER CIRCUIT (2)	140	LF	
0124	5175000000-E	1410	** #6 W/G FEEDER CIRCUIT (2)	470	LF	
0125	5180000000-E	1410	** #4 W/G FEEDER CIRCUIT (2)	400	LF	
0126	5205000000-E	1410	** #8 W/G FEEDER CIRCUIT IN ***** CONDUIT (2, 1.5)	1,855	LF	

County : Mecklenburg

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0127	5210000000-E	1410	** #6 W/G FEEDER CIRCUIT IN *****" CONDUIT (2, 1.5)	2,505	LF	
0128	5215000000-E	1410	** #4 W/G FEEDER CIRCUIT IN *****" CONDUIT (2, 1.5)	1,415	LF	
0129	5270000000-N	SP	GENERIC LIGHTING ITEM 120' HIGH MOUNT LUMINAIRE-LED	16	EA	
0130	5270000000-N	SP	GENERIC LIGHTING ITEM 80' HIGH MOUNT LUMINAIRE-LED	24	EA	
0131	5270000000-N	SP	GENERIC LIGHTING ITEM ELECTRICAL JUNCTION BOXES PC18	7	EA	
0132	5270000000-N	SP	GENERIC LIGHTING ITEM ELECTRICAL JUNCTION BOXES PC36	4	EA	
0133	5648000000-N	1515	RELOCATE WATER METER	1	EA	
0134	5649000000-N	1515	RECONNECT WATER METER	3	EA	
0135	5672000000-N	1515	RELOCATE FIRE HYDRANT	1	EA	
0136	6000000000-E	1605	TEMPORARY SILT FENCE	9,400	LF	
0137	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	270	TON	
0138	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	1,230	TON	
0139	6012000000-E	1610	SEDIMENT CONTROL STONE	880	TON	
0140	6015000000-E	1615	TEMPORARY MULCHING	13.5	ACR	
0141	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	900	LB	
0142	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	4.5	TON	
0143	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200	LF	
0144	6030000000-E	1630	SILT EXCAVATION	360	CY	

County : Mecklenburg

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0145	6036000000-E	1631	MATTING FOR EROSION CONTROL	4,500	SY	
0146	6037000000-E	SP	COIR FIBER MAT	4,000	SY	
0147	6042000000-E	1632	1/4" HARDWARE CLOTH	2,300	LF	
0148	6071012000-E	SP	COIR FIBER WATTLE	950	LF	
0149	6071014000-E	SP	COIR FIBER WATTLE BARRIER	50	LF	
0150	6071020000-E	SP	POLYACRYLAMIDE (PAM)	360	LB	
0151	6071030000-E	1640	COIR FIBER BAFFLE	105	LF	
0152	6084000000-E	1660	SEEDING & MULCHING	15	ACR	
0153	6087000000-E	1660	MOWING	9	ACR	
0154	6090000000-E	1661	SEED FOR REPAIR SEEDING	150	LB	
0155	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25	TON	
0156	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	325	LB	
0157	6108000000-E	1665	FERTILIZER TOPDRESSING	9.5	TON	
0158	6114500000-N	1667	SPECIALIZED HAND MOWING	15	MHR	
0159	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	25	EA	
0160	6123000000-E	1670	REFORESTATION	2	ACR	

1134/Apr30/Q248240.75/D586272676000/E160

Total Amount Of Bid For Entire Project :

Vendor 1 of 3: BLYTHE DEVELOPMENT CO. (3740)
Call Order 019 (Proposal: C203590)

Bid Information

Proposal County: MECKLENBURG	Bid Checksum: E3158890
Vendor Address: 1415 East Westinghouse Boulevard Charlotte , North Carolina , 28273	Bid Total: \$4,779,893.00
Signature Check: L.JACK_BLYTHE_3740	Items Total: \$4,779,893.00
Time Bid Received: June 16, 2015 11:45 AM	Time Total: \$0.00
Amendment Count: 0	

Bidding Errors:

None.

MBE GOAL SET	5.0
MBE GOAL MET	5.0
WBE GOAL SET	5.0
WBE GOAL MET	5.0

Vendor 1 of 3: BLYTHE DEVELOPMENT CO. (3740)
Call Order 019 (Proposal: C203590)

Bid Information

Proposal County: MECKLENBURG

Vendor Address: 1415 East Westinghouse Boulevard
Charlotte , North Carolina , 28273

Signature Check: L.JACK_BLYTHE_3740

Time Bid Received: June 16, 2015 11:45 AM

Amendment Count: 0

Bid Checksum: E3158890

Bid Total: \$4,779,893.00

Items Total: \$4,779,893.00

Time Total: \$0.00

Bidding Errors:

None.

Bidder 3 of 3

Vendor 3740's Bid Information for Call 019, Letting L150616, 06/16/15

Blythe Development Co. (3740)
 Call Order 019 (Proposal ID C203590)

LIST OF MBE PARTICIPANTS

VENDOR NUMBER	DBE NAME ADDRESS	WORK CODE TYPE OF WORK	CERT TYPE AMOUNT	
7138	MB EXPRESS LOGISTICS SERVICES, INC P.O. BOX 19761 , CHARLOTTE, NC 28219		Man	243,425.40 Committed
			TOTAL:	\$243,425.40 5.09%

Vendor 3740's Bid Information for Call 019, Letting L150616, 06/16/15

Blythe Development Co. (3740)
 Call Order 019 (Proposal ID C203590)

LIST OF WBE PARTICIPANTS

VENDOR NUMBER	DBE NAME ADDRESS	WORK CODE TYPE OF WORK	CERT TYPE AMOUNT	
4898	WB BULLINGTON CONSTRUCTION INC 417 FOXGLOVE LANE , INDIAN TRAIL, NC 28079		Sub	30,113.75 Committed
3026	WB KNOX CONTRACT SEEDING INC 550 KNOX ROAD , CLEVELAND, NC 27013		Sub	118,342.50 Committed
4761	WB TRAFFIC CONTROL SAFETY SERVICES POST OFFICE BOX 24511 , WINSTON-SALEM, NC 27114		Sub	117,000.00 Committed
			TOTAL:	\$265,456.25 5.55%

Vendor 3740's Bid Information for Call 019, Letting L150616, 06/16/15

Blythe Development Co. (3740)
 Call Order 019 (Proposal ID C203590)

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

Bidder 1 of 3

projects indicated herein, for which bids will be opened on (MM/DD/YY)

The Award Limits shall apply to the following projects:

Contract Number	County
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	

Bid Bond Data Info - Contractor Responses:

=====

BondID: SNC15625844
 Surety Registry Agency: surety2000
 Verified?: Yes
 Surety Agency: Liberty Mutual Insurance Company
 Bond Execution Date: 6/15/2015 9
 Bond Amount: \$238,994.65 (Five Percent of Bid)

Contract ID: C203590

Project(s): STATE FUNDED

Letting Date: 06-16-15 Call Order: 019

Bidder: 3740 - Blythe Development Co.

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	239,000.00
0002	0000400000-N CONSTRUCTION SURVEYING	LUMP	LUMP	99,000.00
0003	0043000000-N GRADING	LUMP	LUMP	600,000.00
0004	0050000000-E SUPPLEMENTARY CLEARING & GRUB-BING	1.000 ACR	500.00000	500.00
0005	0057000000-E UNDERCUT EXCAVATION	2,000.000 CY	30.00000	60,000.00
0006	0192000000-N PROOF ROLLING	5.000 HR	350.00000	1,750.00
0007	0195000000-E SELECT GRANULAR MATERIAL	2,000.000 CY	30.00000	60,000.00
0008	0196000000-E GEOTEXTILE FOR SOIL STABILIZATION	20,000.000 SY	1.70000	34,000.00
0009	0318000000-E FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	206.000 TON	39.00000	8,034.00
0010	0320000000-E FOUNDATION CONDITIONING GEOTEXTILE	811.000 SY	2.00000	1,622.00
0011	0335200000-E 15" DRAINAGE PIPE	72.000 LF	47.00000	3,384.00

Dept of Transportation

Revised:

Contract ID: C203590

Project(s): STATE FUNDED

Letting Date: 06-16-15 Call Order: 019

Bidder: 3740 - Blythe Development Co.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0012	0366000000-E 15" RC PIPE CULVERTS, CLASS III	516.000	44.00000	22,704.00
0013	0378000000-E 24" RC PIPE CULVERTS, CLASS III	12.000	73.00000	876.00
0014	0448200000-E 15" RC PIPE CULVERTS, CLASS IV	916.000	45.00000	41,220.00
0015	0448500000-E 30" RC PIPE CULVERTS, CLASS IV	180.000	70.00000	12,600.00
0016	0582000000-E 15" CS PIPE CULVERTS, 0.064" THICK	44.000	47.00000	2,068.00
0017	0995000000-E PIPE REMOVAL	446.000	10.00000	4,460.00
0018	1044000000-E LIME TREATED SOIL (SLURRY METHOD)	6,810.000	3.50000	23,835.00
0019	1066000000-E LIME FOR LIME TREATED SOIL	75.000	260.00000	19,500.00
0020	1099500000-E SHALLOW UNDERCUT	6,000.000	12.00000	72,000.00
0021	1099700000-E CLASS IV SUBGRADE STABILIZA- TION	12,000.000	19.00000	228,000.00
0022	1110000000-E STABILIZER AGGREGATE	500.000	24.00000	12,000.00
0023	1121000000-E AGGREGATE BASE COURSE	7,000.000	27.00000	189,000.00

Dept of Transportation

Revised:

Contract ID: C203590

Project(s): STATE FUNDED

Letting Date: 06-16-15 Call Order: 019

Bidder: 3740 - Blythe Development Co.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0024	1176000000-E SOIL CEMENT BASE	6,810.000	2.50000	17,025.00
		SY		
0025	1187000000-E PORTLAND CEMENT FOR SOIL CE- MENT	200.000	150.00000	30,000.00
	BASE	TON		
0026	1209000000-E ASPHALT CURING SEAL	2,100.000	5.00000	10,500.00
		GAL		
0027	1220000000-E INCIDENTAL STONE BASE	500.000	29.04000	14,520.00
		TON		
0028	1330000000-E INCIDENTAL MILLING	1,650.000	6.00000	9,900.00
		SY		
0029	1489000000-E ASPHALT CONC BASE COURSE, TYPE B25.0B	3,230.000	60.00000	193,800.00
		TON		
0030	1498000000-E ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	4,980.000	60.00000	298,800.00
		TON		
0031	1519000000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5B	4,810.000	60.00000	288,600.00
		TON		
0032	1575000000-E ASPHALT BINDER FOR PLANT MIX	670.000	580.00000	388,600.00
		TON		
0033	1693000000-E ASPHALT PLANT MIX, PAVEMENT REPAIR	500.000	125.00000	62,500.00
		TON		
0034	2022000000-E SUBDRAIN EXCAVATION	840.000	20.00000	16,800.00
		CY		
0035	2026000000-E GEOTEXTILE FOR SUBSURFACE DRAINS	2,500.000	2.75000	6,875.00
		SY		

Contract ID: C203590

Project(s): STATE FUNDED

Letting Date: 06-16-15 Call Order: 019

Bidder: 3740 - Blythe Development Co.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0036	2036000000-E SUBDRAIN COARSE AGGREGATE	420.000 CY	59.00000	24,780.00
0037	2044000000-E 6" PERFORATED SUBDRAIN PIPE	2,500.000 LF	5.00000	12,500.00
0038	2070000000-N SUBDRAIN PIPE OUTLET	5.000 EA	315.00000	1,575.00
0039	2077000000-E 6" OUTLET PIPE	30.000 LF	20.00000	600.00
0040	2143000000-E BLOTTING SAND	10.000 TON	69.00000	690.00
0041	2286000000-N MASONRY DRAINAGE STRUCTURES	54.000 EA	1,400.00000	75,600.00
0042	2308000000-E MASONRY DRAINAGE STRUCTURES	21.000 LF	325.00000	6,825.00
0043	2364200000-N FRAME WITH TWO GRATES, STD 840.20	5.000 EA	575.00000	2,875.00
0044	2365000000-N FRAME WITH TWO GRATES, STD 840.22	5.000 EA	550.00000	2,750.00
0045	2366000000-N FRAME WITH TWO GRATES, STD 840.24	8.000 EA	550.00000	4,400.00
0046	2374000000-N FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	27.000 EA	525.00000	14,175.00
0047	2374000000-N FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	1.000 EA	550.00000	550.00

Dept of Transportation

Revised:

Contract ID: C203590

Project(s): STATE FUNDED

Letting Date: 06-16-15 Call Order: 019

Bidder: 3740 - Blythe Development Co.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0048	2374000000-N FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	4.000 EA	550.00000	2,200.00
0049	2396000000-N FRAME WITH COVER, STD 840.54	10.000 EA	450.00000	4,500.00
0050	2440000000-N CONCRETE TRANSITIONAL SECTION FOR CATCH BASIN	6.000 EA	750.00000	4,500.00
0051	2535000000-E **"X **" CONCRETE CURB (8" x 18")	825.000 LF	27.50000	22,687.50
0052	2542000000-E 1'-6" CONCRETE CURB & GUTTER	1,100.000 LF	17.00000	18,700.00
0053	2549000000-E 2'-6" CONCRETE CURB & GUTTER	5,650.000 LF	20.00000	113,000.00
0054	2556000000-E SHOULDER BERM GUTTER	1,120.000 LF	21.00000	23,520.00
0055	2591000000-E 4" CONCRETE SIDEWALK	1,850.000 SY	39.50000	73,075.00
0056	2605000000-N CONCRETE CURB RAMP	8.000 EA	875.00000	7,000.00
0057	2612000000-E 6" CONCRETE DRIVEWAY	80.000 SY	65.00000	5,200.00
0058	2655000000-E 5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	1,850.000 SY	54.00000	99,900.00
0059	2738000000-E GENERIC PAVING ITEM 12" CONCRETE TRUCK APRON	1,120.000 SY	81.00000	90,720.00

Dept of Transportation

Revised:

Contract ID: C203590

Project(s): STATE FUNDED

Letting Date: 06-16-15 Call Order: 019

Bidder: 3740 - Blythe Development Co.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0060	2938000000-N CONVERT EXISTING DROP INLET TO JUNCTION BOX WITH MANHOLE	9.000 EA	1,125.00000	10,125.00
0061	3030000000-E STEEL BM GUARDRAIL	1,775.000 LF	16.00000	28,400.00
0062	3150000000-N ADDITIONAL GUARDRAIL POSTS	5.000 EA	50.00000	250.00
0063	3210000000-N GUARDRAIL ANCHOR UNITS, TYPE CAT-1	2.000 EA	525.00000	1,050.00
0064	3270000000-N GUARDRAIL ANCHOR UNITS, TYPE 350	2.000 EA	2,000.00000	4,000.00
0065	3649000000-E RIP RAP, CLASS B	5.000 TON	50.00000	250.00
0066	3656000000-E GEOTEXTILE FOR DRAINAGE	695.000 SY	2.40000	1,668.00
0067	4054000000-E PLAIN CONCRETE SIGN FOUNDATIONS	1.000 CY	25.00000	25.00
0068	4057000000-E OVERHEAD FOOTING	20.000 CY	1,425.00000	28,500.00
0069	4060000000-E SUPPORTS, BREAKAWAY STEEL BEAM	443.000 LB	7.75000	3,433.25
0070	4072000000-E SUPPORTS, 3-LB STEEL U-CHANNEL	982.000 LF	6.00000	5,892.00

Dept of Transportation

Revised:

Contract ID: C203590

Project(s): STATE FUNDED

Letting Date: 06-16-15 Call Order: 019

Bidder: 3740 - Blythe Development Co.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0071	4082100000-N SUPPORTS, OVERHEAD SIGN STRUC-TURE AT STA ***** (1061+68 -L- SBL)	LUMP	LUMP	29,000.00
0072	4082100000-N SUPPORTS, OVERHEAD SIGN STRUC-TURE AT STA ***** (896+32 -L- NBL)	LUMP	LUMP	29,000.00
0073	4082100000-N SUPPORTS, OVERHEAD SIGN STRUC-TURE AT STA ***** (935+68 -L- NBL)	LUMP	LUMP	29,000.00
0074	4096000000-N SIGN ERECTION, TYPE D	4.000 EA	97.00000	388.00
0075	4102000000-N SIGN ERECTION, TYPE E	44.000 EA	57.00000	2,508.00
0076	4108000000-N SIGN ERECTION, TYPE F	10.000 EA	97.00000	970.00
0077	4109000000-N SIGN ERECTION, TYPE *** (OVER-HEAD) (A)	6.000 EA	875.00000	5,250.00
0078	4109000000-N SIGN ERECTION, TYPE *** (OVER-HEAD) (B)	6.000 EA	400.00000	2,400.00
0079	4155000000-N DISPOSAL OF SIGN SYSTEM, U- CHANNEL	10.000 EA	7.50000	75.00
0080	4234000000-N DISPOSAL OF SIGN, A OR B (OVERHEAD)	1.000 EA	600.00000	600.00
0081	4400000000-E WORK ZONE SIGNS (STATIONARY)	2,015.000 SF	6.00000	12,090.00

Dept of Transportation

Revised:

Contract ID: C203590

Project(s): STATE FUNDED

Letting Date: 06-16-15 Call Order: 019

Bidder: 3740 - Blythe Development Co.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0082	4405000000-E WORK ZONE SIGNS (PORTABLE)	717.000	14.00000	10,038.00
		SF		
0083	4410000000-E WORK ZONE SIGNS (BARRICADE MOUNTED)	522.000	7.00000	3,654.00
		SF		
0084	4415000000-N FLASHING ARROW BOARD	3.000	3,800.00000	11,400.00
		EA		
0085	4422000000-N PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)	10.000	75.00000	750.00
		DAY		
0086	4430000000-N DRUMS	452.000	50.00000	22,600.00
		EA		
0087	4435000000-N CONES	52.000	18.00000	936.00
		EA		
0088	4445000000-E BARRICADES (TYPE III)	584.000	18.00000	10,512.00
		LF		
0089	4450000000-N FLAGGER	5,040.000	20.00000	100,800.00
		HR		
0090	4470000000-N RESET TEMPORARY CRASH CUSHION	2.000	1,800.00000	3,600.00
		EA		
0091	4480000000-N TMA	2.000	25,000.00000	50,000.00
		EA		
0092	4485000000-E PORTABLE CONCRETE BARRIER	500.000	24.00000	12,000.00
		LF		
0093	4507000000-E WATER FILLED BARRIER	480.000	49.00000	23,520.00
		LF		

Dept of Transportation

Revised:

Contract ID: C203590

Project(s): STATE FUNDED

Letting Date: 06-16-15 Call Order: 019

Bidder: 3740 - Blythe Development Co.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0094	4510000000-N LAW ENFORCEMENT	240.000	36.00000	8,640.00
		HR		
0095	4516000000-N SKINNY DRUM	119.000	34.00000	4,046.00
		EA		
0096	4650000000-N TEMPORARY RAISED PAVEMENT MARKERS	350.000	5.75000	2,012.50
		EA		
0097	4685000000-E THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	9,875.000	0.80000	7,900.00
		LF		
0098	4686000000-E THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	3,012.000	1.00000	3,012.00
		LF		
0099	4688000000-E THERMOPLASTIC PAVEMENT MARKING LINES (6", 90 MILS)	4,051.000	1.00000	4,051.00
		LF		
0100	4690000000-E THERMOPLASTIC PAVEMENT MARKING LINES (6", 120 MILS)	684.000	1.50000	1,026.00
		LF		
0101	4695000000-E THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	1,000.000	2.60000	2,600.00
		LF		
0102	4697000000-E THERMOPLASTIC PAVEMENT MARKING LINES (8", 120 MILS)	210.000	3.00000	630.00
		LF		
0103	4700000000-E THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	2,300.000	3.25000	7,475.00
		LF		
0104	4702000000-E THERMOPLASTIC PAVEMENT MARKING LINES (12", 120 MILS)	210.000	3.50000	735.00
		LF		
0105	4725000000-E THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	84.000	90.00000	7,560.00
		EA		

Dept of Transportation

Revised:

Contract ID: C203590

Project(s): STATE FUNDED

Letting Date: 06-16-15 Call Order: 019

Bidder: 3740 - Blythe Development Co.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0106	4810000000-E PAINT PAVEMENT MARKING LINES (4")	66,090.000 LF	0.25000	16,522.50
0107	4820000000-E PAINT PAVEMENT MARKING LINES (8")	2,000.000 LF	0.50000	1,000.00
0108	4825000000-E PAINT PAVEMENT MARKING LINES (12")	776.000 LF	0.75000	582.00
0109	4835000000-E PAINT PAVEMENT MARKING LINES (24")	152.000 LF	4.00000	608.00
0110	4845000000-N PAINT PAVEMENT MARKING SYMBOL	244.000 EA	75.00000	18,300.00
0111	4850000000-E REMOVAL OF PAVEMENT MARKING LINES (4")	3,417.000 LF	1.25000	4,271.25
0112	4900000000-N PERMANENT RAISED PAVEMENT MARKERS	313.000 EA	6.00000	1,878.00
0113	5005000000-E 80' HIGH MOUNT STANDARD	3.000 EA	18,250.00000	54,750.00
0114	5015000000-E 120' HIGH MOUNT STANDARD	2.000 EA	25,850.00000	51,700.00
0115	5020000000-N PORTABLE DRIVE UNIT	1.000 EA	4,850.00000	4,850.00
0116	5025000000-E HIGH MOUNT FOUNDATIONS	33.000 CY	875.00000	28,875.00

Dept of Transportation

Revised:

Contract ID: C203590

Project(s): STATE FUNDED

Letting Date: 06-16-15 Call Order: 019

Bidder: 3740 - Blythe Development Co.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0117	5120000000-N ELECTRIC SERVICE POLE ***** (30' CLASS (4)	1.000 EA	750.00000	750.00
0118	5125000000-E ELECTRIC SERVICE LATERAL ***** (3 #1/0 USE)	25.000 LF	28.50000	712.50
0119	5145000000-N LIGHT CONTROL EQUIPMENT, TYPE RW ***** (240/480 (V)	1.000 EA	10,375.00000	10,375.00
0120	5155000000-E ELECTRICAL DUCT, TYPE BD, SIZE ***** (2")	370.000 LF	8.00000	2,960.00
0121	5155000000-E ELECTRICAL DUCT, TYPE BD, SIZE ***** (4")	110.000 LF	11.50000	1,265.00
0122	5160000000-E ELECTRICAL DUCT, TYPE JA, SIZE ***** (4")	155.000 LF	23.00000	3,565.00
0123	5170000000-E ** #8 W/G FEEDER CIRCUIT (2)	140.000 LF	2.85000	399.00
0124	5175000000-E ** #6 W/G FEEDER CIRCUIT (2)	470.000 LF	3.20000	1,504.00
0125	5180000000-E ** #4 W/G FEEDER CIRCUIT (2)	400.000 LF	5.50000	2,200.00
0126	5205000000-E ** #8 W/G FEEDER CIRCUIT IN *****" CONDUIT (2, 1.5)	1,855.000 LF	7.50000	13,912.50
0127	5210000000-E ** #6 W/G FEEDER CIRCUIT IN *****" CONDUIT (2, 1.5)	2,505.000 LF	7.75000	19,413.75

Dept of Transportation

Revised:

Contract ID: C203590

Project(s): STATE FUNDED

Letting Date: 06-16-15 Call Order: 019

Bidder: 3740 - Blythe Development Co.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0128	5215000000-E ** #4 W/G FEEDER CIRCUIT IN ***** CONDUIT (2, 1.5)	1,415.000 LF	9.75000	13,796.25
0129	5270000000-N GENERIC LIGHTING ITEM 120' HIGH MOUNT LUMINAIRE-LED	16.000 EA	2,300.00000	36,800.00
0130	5270000000-N GENERIC LIGHTING ITEM 80' HIGH MOUNT LUMINAIRE-LED	24.000 EA	1,725.00000	41,400.00
0131	5270000000-N GENERIC LIGHTING ITEM ELECTRICAL JUNCTION BOXES PC18	7.000 EA	345.00000	2,415.00
0132	5270000000-N GENERIC LIGHTING ITEM ELECTRICAL JUNCTION BOXES PC36	4.000 EA	715.00000	2,860.00
0133	5648000000-N RELOCATE WATER METER	1.000 EA	800.00000	800.00
0134	5649000000-N RECONNECT WATER METER	3.000 EA	775.00000	2,325.00
0135	5672000000-N RELOCATE FIRE HYDRANT	1.000 EA	3,350.00000	3,350.00
0136	6000000000-E TEMPORARY SILT FENCE	9,400.000 LF	2.50000	23,500.00
0137	6006000000-E STONE FOR EROSION CONTROL, CLASS A	270.000 TON	45.00000	12,150.00
0138	6009000000-E STONE FOR EROSION CONTROL, CLASS B	1,230.000 TON	45.00000	55,350.00
0139	6012000000-E SEDIMENT CONTROL STONE	880.000 TON	45.00000	39,600.00

Dept of Transportation

Revised:

Contract ID: C203590

Project(s): STATE FUNDED

Letting Date: 06-16-15 Call Order: 019

Bidder: 3740 - Blythe Development Co.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0140	6015000000-E TEMPORARY MULCHING	13.500	900.00000	12,150.00
		ACR		
0141	6018000000-E SEED FOR TEMPORARY SEEDING	900.000	2.00000	1,800.00
		LB		
0142	6021000000-E FERTILIZER FOR TEMPORARY SEED-ING	4.500	775.00000	3,487.50
		TON		
0143	6024000000-E TEMPORARY SLOPE DRAINS	200.000	14.00000	2,800.00
		LF		
0144	6030000000-E SILT EXCAVATION	360.000	11.00000	3,960.00
		CY		
0145	6036000000-E MATTING FOR EROSION CONTROL	4,500.000	1.60000	7,200.00
		SY		
0146	6037000000-E COIR FIBER MAT	4,000.000	6.00000	24,000.00
		SY		
0147	6042000000-E 1/4" HARDWARE CLOTH	2,300.000	3.40000	7,820.00
		LF		
0148	6071012000-E COIR FIBER WATTLE	950.000	9.60000	9,120.00
		LF		
0149	6071014000-E COIR FIBER WATTLE BARRIER	50.000	28.00000	1,400.00
		LF		
0150	6071020000-E POLYACRYLAMIDE (PAM)	360.000	11.40000	4,104.00
		LB		
0151	6071030000-E COIR FIBER BAFFLE	105.000	8.55000	897.75
		LF		

Dept of Transportation

Revised:

Contract ID: C203590

Project(s): STATE FUNDED

Letting Date: 06-16-15 Call Order: 019

Bidder: 3740 - Blythe Development Co.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0152	6084000000-E SEEDING & MULCHING	15.000	1,700.00000	25,500.00
		ACR		
0153	6087000000-E MOWING	9.000	90.00000	810.00
		ACR		
0154	6090000000-E SEED FOR REPAIR SEEDING	150.000	3.70000	555.00
		LB		
0155	6093000000-E FERTILIZER FOR REPAIR SEEDING	0.250	1,025.00000	256.25
		TON		
0156	6096000000-E SEED FOR SUPPLEMENTAL SEEDING	325.000	4.60000	1,495.00
		LB		
0157	6108000000-E FERTILIZER TOPDRESSING	9.500	769.00000	7,305.50
		TON		
0158	6114500000-N SPECIALIZED HAND MOWING	15.000	80.00000	1,200.00
		MHR		
0159	6117000000-N RESPONSE FOR EROSION CONTROL	25.000	275.00000	6,875.00
		EA		
0160	6123000000-E REFORESTATION	2.000	1,125.00000	2,250.00
		ACR		
	Section 0001 Total			4,779,893.00
	Bid Total			4,779,893.00

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: C203590
 LETTING: L150616 CALL: 019
 VENDOR: 3740 Blythe Development Co.

LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
MBE SUBCONTRACTOR: 7138 EXPRESS LOGISTICS SERVICES, INC.						
Will Use Quote: Yes						
0009	0318000000-E	FND CONDIT	M TON	206.000	3.90000	803.40
0021	1099700000-E	CLASS IV SUB	TON	12000.000	3.90000	46800.00
		Hauling				
0022	1110000000-E	STABILIZER A	TON	500.000	3.90000	1950.00
		Hauling				
0027	1220000000-E	INCIDENTAL S	TON	500.000	3.90000	1950.00
0029	1489000000-E	ASP CONC BAS	TON	3230.000	7.00000	22610.00
		Asphalt Haul				
0030	1498000000-E	ASP CONC INT	TON	4980.000	7.00000	34860.00
		Asphalt Haul				
0031	1519000000-E	ASP CONC SUR	TON	4810.000	7.00000	33670.00
		Asphalt Haul				
0137	6006000000-E	EROS CONTRL	TON	270.000	4.90000	1323.00
		Stone Haul				
0138	6009000000-E	EROS CONTRL	TON	1230.000	4.90000	6027.00
		Stone Haul				
0139	6012000000-E	SEDIMENT CON	TON	880.000	3.90000	3432.00
		Stone Haul				
0003	0043000000-N	GRADING	LS	1.000	90000.00000	90000.00
		Hauling				

MBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 243,425.40 Committed

TOTAL MBE COMMITMENT FOR VENDOR: Entered: 5.09% or 243425.40
 Required: 5.00% or 238994.65
 <GOAL MET>

PROPOSAL: C203590
LETTING: L150616 CALL: 019
VENDOR: 3740 Blythe Development Co.

LINE ITEM ITEM UNIT SUBCONTRACTOR SUBCONTRACTOR EXTENDED
NO. NO. DESC. TYPE QUANTITY UNIT PRICE AMOUNT

WBE SUBCONTRACTOR: 4898 BULLINGTON CONSTRUCTION INC
Will Use Quote: Yes

0061	3030000000-E	STL BM GUARD LF	1775.000	14.25000	25293.75
0062	3150000000-N	ADDIT GUARDR EA	5.000	44.00000	220.00
0063	3210000000-N	GR ANCHOR TY EA	2.000	450.00000	900.00
0064	3270000000-N	GR ANCHOR TY EA	2.000	1850.00000	3700.00

WBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 30,113.75 Committed

WBE SUBCONTRACTOR: 3026 KNOX CONTRACT SEEDING INC
Will Use Quote: Yes

0136	6000000000-E	TEMPORARY SI LF	9400.000	2.15000	20210.00
0140	6015000000-E	TEMPORARY MU ACR	13.500	800.00000	10800.00
0141	6018000000-E	SEED FOR TEM LB	900.000	1.75000	1575.00
0142	6021000000-E	FERT FOR TEM TON	4.500	700.00000	3150.00
0145	6036000000-E	MATTING FOR SY	4500.000	1.40000	6300.00
0146	6037000000-E	COIR FIBER M SY	4000.000	5.25000	21000.00
0147	6042000000-E	1/4" HARDWAR LF	2300.000	3.00000	6900.00
0148	6071012000-E	COIR FIBER W LF	950.000	8.50000	8075.00
0149	6071014000-E	COIR FIBER W LF	50.000	25.00000	1250.00
0150	6071020000-E	POLYACRYLAMI LB	360.000	10.00000	3600.00
0151	6071030000-E	COIR FIBER B LF	105.000	7.50000	787.50
0152	6084000000-E	SEEDING AND ACR	15.000	1500.00000	22500.00
0153	6087000000-E	MOWING ACR	9.000	80.00000	720.00
0154	6090000000-E	SEED FOR REP LB	150.000	3.25000	487.50
0155	6093000000-E	FERT FOR REP TON	0.250	900.00000	225.00
0156	6096000000-E	SEED FOR SUP LB	325.000	4.00000	1300.00
0157	6108000000-E	FERTILIZER T TON	9.500	675.00000	6412.50
0158	6114500000-N	SPECIALIZED MHR	15.000	70.00000	1050.00
0160	6123000000-E	REFORESTATIO ACR	2.000	1000.00000	2000.00

WBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 118,342.50 Committed

WBE SUBCONTRACTOR: 4761 TRAFFIC CONTROL SAFETY SERVICES, INC.
Will Use Quote: Yes

0067	4054000000-E	PLN CONC FOU CY	1.000	1.00000	1.00
0068	4057000000-E	OVERHEAD FOO CY	20.000	1250.00000	25000.00
0069	4060000000-E	SUPPORT, BRE LB	443.000	6.75000	2990.25
0070	4072000000-E	SUPPORT, 3-L LF	982.000	5.25000	5155.50
0071	4082100000-N	SUPPORT, OVR LS	1.000	24500.00000	24500.00
0072	4082100000-N	SUPPORT, OVR LS	1.000	24500.00000	24500.00
0073	4082100000-N	SUPPORT, OVR LS	1.000	24353.25000	24353.25
0074	4096000000-N	SIGN ERECTIO EA	4.000	85.00000	340.00
0075	4102000000-N	SIGN ERECTIO EA	44.000	50.00000	2200.00

LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
0076	4108000000-N	SIGN ERECTIO	EA	10.000	85.00000	850.00
0077	4109000000-N	SIGN ERECTIO	EA	6.000	750.00000	4500.00
0078	4109000000-N	SIGN ERECTIO	EA	6.000	350.00000	2100.00
0079	4155000000-N	DISPOSE SIGN	EA	10.000	1.00000	10.00
0080	4234000000-N	DISPOSE SIGN	EA	1.000	500.00000	500.00
WBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						117,000.00 Committed
TOTAL WBE COMMITMENT FOR VENDOR:				Entered:	5.55% or	265456.25
				Required:	5.00% or	238994.65
					<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	239,000.00	239,000.00
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum LS	99,000.00	99,000.00
0003	0043000000-N	226	GRADING	Lump Sum LS	600,000.00	600,000.00
0004	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUB- BING	1 ACR	500.00	500.00
0005	0057000000-E	226	UNDERCUT EXCAVATION	2,000 CY	30.00	60,000.00
0006	0192000000-N	260	PROOF ROLLING	5 HR	350.00	1,750.00
0007	0195000000-E	265	SELECT GRANULAR MATERIAL	2,000 CY	30.00	60,000.00
0008	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	20,000 SY	1.70	34,000.00
0009	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	206 TON	39.00	8,034.00
0010	0320000000-E	300	FOUNDATION CONDITIONING GEO- TEXTILE	811 SY	2.00	1,622.00
0011	0335200000-E	305	15" DRAINAGE PIPE	72 LF	47.00	3,384.00
0012	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	516 LF	44.00	22,704.00
0013	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	12 LF	73.00	876.00
0014	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	916 LF	45.00	41,220.00
0015	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	180 LF	70.00	12,600.00
0016	0582000000-E	310	15" CS PIPE CULVERTS, 0.064" THICK	44 LF	47.00	2,068.00
0017	0995000000-E	340	PIPE REMOVAL	446 LF	10.00	4,460.00
0018	1044000000-E	501	LIME TREATED SOIL (SLURRY METHOD)	6,810 SY	3.50	23,835.00
0019	1066000000-E	501	LIME FOR LIME TREATED SOIL	75 TON	260.00	19,500.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0020	1099500000-E	505	SHALLOW UNDERCUT	6,000 CY	12.00	72,000.00
0021	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	12,000 TON	19.00	228,000.00
0022	1110000000-E	510	STABILIZER AGGREGATE	500 TON	24.00	12,000.00
0023	1121000000-E	520	AGGREGATE BASE COURSE	7,000 TON	27.00	189,000.00
0024	1176000000-E	542	SOIL CEMENT BASE	6,810 SY	2.50	17,025.00
0025	1187000000-E	542	PORTLAND CEMENT FOR SOIL CEMENT BASE	200 TON	150.00	30,000.00
0026	1209000000-E	543	ASPHALT CURING SEAL	2,100 GAL	5.00	10,500.00
0027	1220000000-E	545	INCIDENTAL STONE BASE	500 TON	29.04	14,520.00
0028	1330000000-E	607	INCIDENTAL MILLING	1,650 SY	6.00	9,900.00
0029	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	3,230 TON	60.00	193,800.00
0030	1498000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	4,980 TON	60.00	298,800.00
0031	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	4,810 TON	60.00	288,600.00
0032	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	670 TON	580.00	388,600.00
0033	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	500 TON	125.00	62,500.00
0034	2022000000-E	815	SUBDRAIN EXCAVATION	840 CY	20.00	16,800.00
0035	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	2,500 SY	2.75	6,875.00
0036	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	420 CY	59.00	24,780.00
0037	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	2,500 LF	5.00	12,500.00
0038	2070000000-N	815	SUBDRAIN PIPE OUTLET	5 EA	315.00	1,575.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0039	2077000000-E	815	6" OUTLET PIPE	30 LF	20.00	600.00
0040	2143000000-E	818	BLOTTING SAND	10 TON	69.00	690.00
0041	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	54 EA	1,400.00	75,600.00
0042	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	21 LF	325.00	6,825.00
0043	2364200000-N	840	FRAME WITH TWO GRATES, STD 840.20	5 EA	575.00	2,875.00
0044	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	5 EA	550.00	2,750.00
0045	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	8 EA	550.00	4,400.00
0046	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	27 EA	525.00	14,175.00
0047	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	1 EA	550.00	550.00
0048	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	4 EA	550.00	2,200.00
0049	2396000000-N	840	FRAME WITH COVER, STD 840.54	10 EA	450.00	4,500.00
0050	2440000000-N	852	CONCRETE TRANSITIONAL SECTION FOR CATCH BASIN	6 EA	750.00	4,500.00
0051	2535000000-E	846	***X *** CONCRETE CURB (8" x 18")	825 LF	27.50	22,687.50
0052	2542000000-E	846	1'-6" CONCRETE CURB & GUTTER	1,100 LF	17.00	18,700.00
0053	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	5,650 LF	20.00	113,000.00
0054	2556000000-E	846	SHOULDER BERM GUTTER	1,120 LF	21.00	23,520.00
0055	2591000000-E	848	4" CONCRETE SIDEWALK	1,850 SY	39.50	73,075.00
0056	2605000000-N	848	CONCRETE CURB RAMP	8 EA	875.00	7,000.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0057	2612000000-E	848	6" CONCRETE DRIVEWAY	80 SY	65.00	5,200.00
0058	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	1,850 SY	54.00	99,900.00
0059	2738000000-E	SP	GENERIC PAVING ITEM 12" CONCRETE TRUCK APRON	1,120 SY	81.00	90,720.00
0060	2938000000-N	859	CONVERT EXISTING DROP INLET TO JUNCTION BOX WITH MANHOLE	9 EA	1,125.00	10,125.00
0061	3030000000-E	862	STEEL BM GUARDRAIL	1,775 LF	16.00	28,400.00
0062	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5 EA	50.00	250.00
0063	3210000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE CAT-1	2 EA	525.00	1,050.00
0064	3270000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350	2 EA	2,000.00	4,000.00
0065	3649000000-E	876	RIP RAP, CLASS B	5 TON	50.00	250.00
0066	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	695 SY	2.40	1,668.00
0067	4054000000-E	902	PLAIN CONCRETE SIGN FOUNDATIONS	1 CY	25.00	25.00
0068	4057000000-E	SP	OVERHEAD FOOTING	20 CY	1,425.00	28,500.00
0069	4060000000-E	903	SUPPORTS, BREAKAWAY STEEL BEAM	443 LB	7.75	3,433.25
0070	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	982 LF	6.00	5,892.00
0071	4082100000-N	SP	SUPPORTS, OVERHEAD SIGN STRUCTURE AT STA ***** (1061+68 -L- SBL)	Lump Sum LS	29,000.00	29,000.00
0072	4082100000-N	SP	SUPPORTS, OVERHEAD SIGN STRUCTURE AT STA ***** (896+32 -L- NBL)	Lump Sum LS	29,000.00	29,000.00
0073	4082100000-N	SP	SUPPORTS, OVERHEAD SIGN STRUCTURE AT STA ***** (935+68 -L- NBL)	Lump Sum LS	29,000.00	29,000.00
0074	4096000000-N	904	SIGN ERECTION, TYPE D	4 EA	97.00	388.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0075	4102000000-N	904	SIGN ERECTION, TYPE E	44 EA	57.00	2,508.00
0076	4108000000-N	904	SIGN ERECTION, TYPE F	10 EA	97.00	970.00
0077	4109000000-N	904	SIGN ERECTION, TYPE *** (OVER-HEAD) (A)	6 EA	875.00	5,250.00
0078	4109000000-N	904	SIGN ERECTION, TYPE *** (OVER-HEAD) (B)	6 EA	400.00	2,400.00
0079	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	10 EA	7.50	75.00
0080	4234000000-N	907	DISPOSAL OF SIGN, A OR B (OVERHEAD)	1 EA	600.00	600.00
0081	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	2,015 SF	6.00	12,090.00
0082	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	717 SF	14.00	10,038.00
0083	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	522 SF	7.00	3,654.00
0084	4415000000-N	1115	FLASHING ARROW BOARD	3 EA	3,800.00	11,400.00
0085	4422000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)	10 DAY	75.00	750.00
0086	4430000000-N	1130	DRUMS	452 EA	50.00	22,600.00
0087	4435000000-N	1135	CONES	52 EA	18.00	936.00
0088	4445000000-E	1145	BARRICADES (TYPE III)	584 LF	18.00	10,512.00
0089	4450000000-N	1150	FLAGGER	5,040 HR	20.00	100,800.00
0090	4470000000-N	1160	RESET TEMPORARY CRASH CUSHION	2 EA	1,800.00	3,600.00
0091	4480000000-N	1165	TMA	2 EA	25,000.00	50,000.00
0092	4485000000-E	1170	PORTABLE CONCRETE BARRIER	500 LF	24.00	12,000.00
0093	4507000000-E	1170	WATER FILLED BARRIER	480 LF	49.00	23,520.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0094	4510000000-N	SP	LAW ENFORCEMENT	240 HR	36.00	8,640.00
0095	4516000000-N	1180	SKINNY DRUM	119 EA	34.00	4,046.00
0096	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	350 EA	5.75	2,012.50
0097	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	9,875 LF	0.80	7,900.00
0098	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	3,012 LF	1.00	3,012.00
0099	4688000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (6", 90 MILS)	4,051 LF	1.00	4,051.00
0100	4690000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (6", 120 MILS)	684 LF	1.50	1,026.00
0101	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	1,000 LF	2.60	2,600.00
0102	4697000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 120 MILS)	210 LF	3.00	630.00
0103	4700000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	2,300 LF	3.25	7,475.00
0104	4702000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 120 MILS)	210 LF	3.50	735.00
0105	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	84 EA	90.00	7,560.00
0106	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	66,090 LF	0.25	16,522.50
0107	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	2,000 LF	0.50	1,000.00
0108	4825000000-E	1205	PAINT PAVEMENT MARKING LINES (12")	776 LF	0.75	582.00
0109	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	152 LF	4.00	608.00
0110	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	244 EA	75.00	18,300.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0111	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	3,417 LF	1.25	4,271.25
0112	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	313 EA	6.00	1,878.00
0113	5005000000-E	1401	80' HIGH MOUNT STANDARD	3 EA	18,250.00	54,750.00
0114	5015000000-E	1401	120' HIGH MOUNT STANDARD	2 EA	25,850.00	51,700.00
0115	5020000000-N	1401	PORTABLE DRIVE UNIT	1 EA	4,850.00	4,850.00
0116	5025000000-E	SP	HIGH MOUNT FOUNDATIONS	33 CY	875.00	28,875.00
0117	5120000000-N	1407	ELECTRIC SERVICE POLE ***** (30' CLASS 4)	1 EA	750.00	750.00
0118	5125000000-E	1407	ELECTRIC SERVICE LATERAL ***** (3 #1/0 USE)	25 LF	28.50	712.50
0119	5145000000-N	1408	LIGHT CONTROL EQUIPMENT, TYPE RW ***** (240/480 V)	1 EA	10,375.00	10,375.00
0120	5155000000-E	1409	ELECTRICAL DUCT, TYPE BD, SIZE ***** (2")	370 LF	8.00	2,960.00
0121	5155000000-E	1409	ELECTRICAL DUCT, TYPE BD, SIZE ***** (4")	110 LF	11.50	1,265.00
0122	5160000000-E	1409	ELECTRICAL DUCT, TYPE JA, SIZE ***** (4")	155 LF	23.00	3,565.00
0123	5170000000-E	1410	** #8 W/G FEEDER CIRCUIT (2)	140 LF	2.85	399.00
0124	5175000000-E	1410	** #6 W/G FEEDER CIRCUIT (2)	470 LF	3.20	1,504.00
0125	5180000000-E	1410	** #4 W/G FEEDER CIRCUIT (2)	400 LF	5.50	2,200.00
0126	5205000000-E	1410	** #8 W/G FEEDER CIRCUIT IN ***** CONDUIT (2, 1.5)	1,855 LF	7.50	13,912.50

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0127	5210000000-E	1410	** #6 W/G FEEDER CIRCUIT IN ***** CONDUIT (2, 1.5)	2,505 LF	7.75	19,413.75
0128	5215000000-E	1410	** #4 W/G FEEDER CIRCUIT IN ***** CONDUIT (2, 1.5)	1,415 LF	9.75	13,796.25
0129	5270000000-N	SP	GENERIC LIGHTING ITEM 120' HIGH MOUNT LUMINAIRE-LED	16 EA	2,300.00	36,800.00
0130	5270000000-N	SP	GENERIC LIGHTING ITEM 80' HIGH MOUNT LUMINAIRE-LED	24 EA	1,725.00	41,400.00
0131	5270000000-N	SP	GENERIC LIGHTING ITEM ELECTRICAL JUNCTION BOXES PC18	7 EA	345.00	2,415.00
0132	5270000000-N	SP	GENERIC LIGHTING ITEM ELECTRICAL JUNCTION BOXES PC36	4 EA	715.00	2,860.00
0133	5648000000-N	1515	RELOCATE WATER METER	1 EA	800.00	800.00
0134	5649000000-N	1515	RECONNECT WATER METER	3 EA	775.00	2,325.00
0135	5672000000-N	1515	RELOCATE FIRE HYDRANT	1 EA	3,350.00	3,350.00
0136	6000000000-E	1605	TEMPORARY SILT FENCE	9,400 LF	2.50	23,500.00
0137	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	270 TON	45.00	12,150.00
0138	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	1,230 TON	45.00	55,350.00
0139	6012000000-E	1610	SEDIMENT CONTROL STONE	880 TON	45.00	39,600.00
0140	6015000000-E	1615	TEMPORARY MULCHING	13.5 ACR	900.00	12,150.00
0141	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	900 LB	2.00	1,800.00
0142	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	4.5 TON	775.00	3,487.50
0143	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200 LF	14.00	2,800.00
0144	6030000000-E	1630	SILT EXCAVATION	360 CY	11.00	3,960.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0145	6036000000-E	1631	MATTING FOR EROSION CONTROL	4,500 SY	1.60	7,200.00
0146	6037000000-E	SP	COIR FIBER MAT	4,000 SY	6.00	24,000.00
0147	6042000000-E	1632	1/4" HARDWARE CLOTH	2,300 LF	3.40	7,820.00
0148	6071012000-E	SP	COIR FIBER WATTLE	950 LF	9.60	9,120.00
0149	6071014000-E	SP	COIR FIBER WATTLE BARRIER	50 LF	28.00	1,400.00
0150	6071020000-E	SP	POLYACRYLAMIDE (PAM)	360 LB	11.40	4,104.00
0151	6071030000-E	1640	COIR FIBER BAFFLE	105 LF	8.55	897.75
0152	6084000000-E	1660	SEEDING & MULCHING	15 ACR	1,700.00	25,500.00
0153	6087000000-E	1660	MOWING	9 ACR	90.00	810.00
0154	6090000000-E	1661	SEED FOR REPAIR SEEDING	150 LB	3.70	555.00
0155	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25 TON	1,025.00	256.25
0156	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	325 LB	4.60	1,495.00
0157	6108000000-E	1665	FERTILIZER TOPDRESSING	9.5 TON	769.00	7,305.50
0158	6114500000-N	1667	SPECIALIZED HAND MOWING	15 MHR	80.00	1,200.00
0159	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	25 EA	275.00	6,875.00
0160	6123000000-E	1670	REFORESTATION	2 ACR	1,125.00	2,250.00

TOTAL AMOUNT OF BID FOR ENTIRE PROJECT

\$4,779,893.00

Contract No. C203590
County Mecklenburg

Rev. 5-19-11

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

CORPORATION

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, that the Contractor has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

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

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

SIGNATURE OF CONTRACTOR

Blythe Development Co.

Full name of Corporation

1415 E. Westinghouse Blvd., Charlotte, NC 28273

Address as Prequalified

Attest

[Signature]
Secretary/Assistant Secretary
Select appropriate title

By

[Signature]
President/Vice President/Assistant Vice President
Select appropriate title

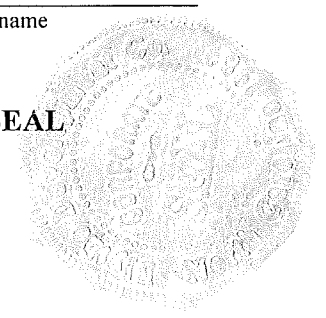
Luther J. Blythe Jr.

Print or type Signer's name

F. W. Blythe

Print or type Signer's name

CORPORATE SEAL



AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

7 day of July 2015

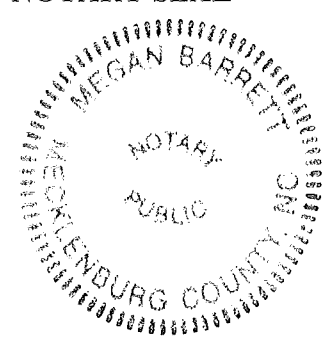
[Signature]
Signature of Notary Public

of Mecklenburg County

State of NC

My Commission Expires: 2-4-2018

NOTARY SEAL



DEBARMENT CERTIFICATION

Conditions for certification:

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

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.

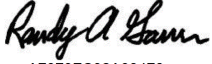
Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.

Contract No. **C203590**

County (ies): **Mecklenburg**


ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

A7079FC32A09478
Contract Officer

7/9/2015

Date

Execution of Contract and Bonds
Approved as to Form:

DocuSigned by:

0792319F4AB64C2
Attorney General

7/9/2015

Date

Signature Sheet (Bid - Acceptance by Department)

Bond No. 018036355

Contract No. C203590
County Mecklenburg

Rev 5-17-11

CONTRACT PAYMENT BOND

Date of Payment Bond Execution July 7, 2015

Name of Principal Contractor Blythe Development Company

Name of Surety: Liberty Mutual Insurance Company

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

Amount of Bond: (\$4,779,893.00) Four Million Seven Hundred Seventy Nine Thousand Eight Hundred Ninety Three Dollars and 00/100

Contract ID No.: C203590

County Name: Mecklenburg

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. C203590
County Mecklenburg

Rev 5-17-11

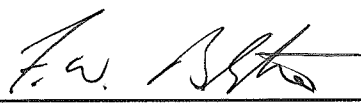
CONTRACT PAYMENT BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

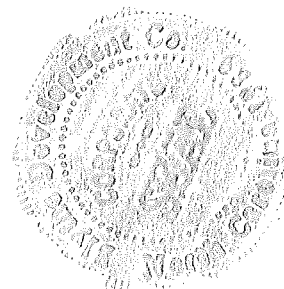
Blythe Development Company
Full name of Corporation


1415 East Westinghouse Boulevard, Charlotte, NC 28273
Address as prequalified

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

F.W. BLYTHE
Print or type Signer's name

Affix Corporate Seal



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

Luther J. Blythe Jr.
Print or type Signer's name

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. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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, Angela D. Ramsey of the city of Charlotte, state of NC its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Blythe Development Company
Obligee Name: North Carolina Department of Transportation
Surety Bond Number: 018036355 Bond Amount: See Bond Form

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 18th day of November, 2013.



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 18th day of November, 2013, 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 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

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 7th day of July, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Contract No. C203590
County Mecklenburg

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: July 7, 2015

Name of Principal Contractor: Blythe Development Company

Name of Surety: Liberty Mutual Insurance Company

Name of Contracting Body: North Carolina Department of Transportation

Raleigh, North Carolina

Amount of Bond: (\$4,779,893.00) Four Million Seven Hundred Seventy Nine Thousand Eight Hundred Ninety Three Dollars and 00/100

Contract ID No.: C203590

County Name: Mecklenburg

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. C203590
County Mecklenburg

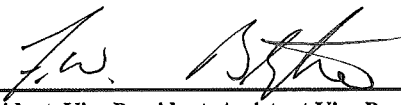
Rev 5-17-11

CONTRACT PERFORMANCE BOND
CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Blythe Development Company
Full name of Corporation


1415 East Westinghouse Boulevard, Charlotte, NC 28273
Address as prequalified

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

F.W. BLYTHE
Print or type Signer's name

Affix Corporate Seal



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

Luther J. Blythe, Jr.
Print or type Signer's name

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. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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, Angela D. Ramsey of the city of Charlotte, state of NC its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Blythe Development Company

Oblgee Name: North Carolina Department of Transportation

Surety Bond Number: 018036355

Bond Amount: See Bond Form

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 18th day of November, 2013.



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 18th day of November, 2013, 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 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

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 7th day of July, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary