

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

C204041

CONTRACT AND
CONTRACT BONDS

FOR CONTRACT NO. C204041

WBS 53026.3.1 NHPIM-0095(031)

T.I.P NO. I-5786

COUNTY OF JOHNSTON
THIS IS THE ROADWAY & STRUCTURE CONTRACT
ROUTE NUMBER I95 LENGTH 7.284 MILES
LOCATION I-95 FROM SOUTH OF SR-1001 (LIZZIE MILL RD) TO THE WILSON
COUNTY LINE JUST NORTH OF NC-222.

CONTRACTOR FSC II LLC DBA FRED SMITH COMPANY
ADDRESS 6105 CHAPEL HILL RD
RALEIGH, NC 27607

BIDS OPENED JULY 18, 2017
CONTRACT EXECUTION 8/9/2017

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

PROPOSAL

INCLUDES ADDENDUM No. 1 DATED 07-12-2017

DATE AND TIME OF BID OPENING: **JULY 18, 2017 AT 2:00 PM**

CONTRACT ID C204041

WBS 53026.3.1

FEDERAL-AID NO. NHPIM-0095(031)

COUNTY JOHNSTON

T.I.P. NO. I-5786

MILES 7.284

ROUTE NO. I 95

LOCATION I-95 FROM SOUTH OF SR-1001 (LIZZIE MILL RD) TO THE WILSON COUNTY LINE JUST NORTH OF NC-222.

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

NOTICE:

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

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A ROADWAY & STRUCTURE PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. C204041 IN JOHNSTON 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. C204041 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. C204041 in Johnston 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:
Ronald Elton Davenport, Jr.
F81B6038A47A442...

7/12/2017

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
PERMANENT VEGETATION ESTABLISHMENT:..... G-4
MAJOR CONTRACT ITEMS: G-4
SPECIALTY ITEMS:..... G-5
FUEL PRICE ADJUSTMENT:..... G-5
PAYOUT SCHEDULE: G-6
SCHEDULE OF ESTIMATED COMPLETION PROGRESS:..... G-6
DISADVANTAGED BUSINESS ENTERPRISE: G-6
CERTIFICATION FOR FEDERAL-AID CONTRACTS: G-19
U.S. DEPARTMENT OF TRANSPORTATION HOTLINE: G-20
CARGO PREFERENCE ACT: G-20
SUBSURFACE INFORMATION:..... G-20
LOCATING EXISTING UNDERGROUND UTILITIES:..... G-21
VALUE ENGINEERING PROPOSAL: G-21
RESOURCE CONSERVATION AND ENV. SUSTAINABLE PRACTICES:..... G-22
DOMESTIC STEEL: G-23
PORTABLE CONCRETE BARRIER - (Partial Payments for Materials):..... G-23
REMOVABLE PAVEMENT MARKINGS - (Partial Payments for Materials):..... G-23
MAINTENANCE OF THE PROJECT: G-23
TWELVE MONTH GUARANTEE:..... G-24
IRAN DIVESTMENT ACT: G-25
GIFTS FROM VENDORS AND CONTRACTORS: G-25
LIABILITY INSURANCE:..... G-26
EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION: G-26
PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:..... G-31
EMPLOYMENT:..... G-33
STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:..... G-33
SUBLETTING OF CONTRACT: G-33
COOPERATION BETWEEN CONTRACTORS:..... G-33

ROADWAY..... R-1

STANDARD SPECIAL PROVISIONS

AVAILABILITY FUNDS – TERMINATION OF CONTRACTS SSP-1
NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY SSP-2
ERRATA..... SSP-5
PLANT AND PEST QUARANTINES SSP-7

AWARD OF CONTRACT..... SSP-8
 MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS SSP-13
 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONST. CONTRACTS SSP-16
 ON-THE-JOB TRAINING SSP-25
 NCDENR NAME CHANGE..... SSP-28
 MINIMUM WAGES SSP-29

UNIT PROJECT SPECIAL PROVISIONS

GEOTECHNICAL.....GT-0.1
 TRAFFIC CONTROL TC-0
 EROSION CONTROL EC-1
 STRUCTURE / CULVERTS..... ST-1

PROPOSAL ITEM SHEET

ITEM SHEET(S) (TAN SHEETS)

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

(4-17-12)

108

SP1 G07 C

The date of availability for this contract is **August 28, 2017**.

The completion date for this contract is **February 28, 2021**.

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

SP1 G13 A

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

The date of availability for this intermediate contract time is **August 28, 2017**.

The completion date for this intermediate contract time is **September 1, 2020**.

The liquidated damages for this intermediate contract time are **Three Thousand Dollars (\$ 3,000.00)** 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-95, including ramps & loops** during the following time restrictions:

DAY AND TIME RESTRICTIONS**For All Operations except Concrete Slab Removal and Replacement:****Monday through Thursday, 7:00 a.m. to 8:00 p.m.****and****Friday through Sunday, 7:00 a.m. to 10:00 p.m.****For Concrete Slab Removal and Replacement:****From the Week after Labor Day to the Week before Memorial Day,
Friday 12:00 p.m. (Noon) to Sunday 12:00 a.m. (Midnight)****For the Week before Memorial Day to the Week after Labor Day,
Monday 12:01 a.m. to Sunday 12:00 a.m. (Midnight)**

In addition, the Contractor shall not close or narrow a lane of traffic on **I-95, including ramps & loops**, 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 7:00 a.m. December 31st and 8:00 p.m. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 8:00 p.m. the following Tuesday.
3. For **Easter**, between the hours of 7:00 a.m. Thursday and 8:00 p.m. Tuesday.
4. For **Memorial Day**, between the hours of 7:00 a.m. Friday and 8:00 p.m. Wednesday.
5. For **Independence Day**, between the hours of 7:00 a.m. the Friday before the week of Independence Day and 8:00 p.m. the following Monday after the week of Independence Day.
6. For **Labor Day**, between the hours of 7:00 a.m. Friday and 8:00 p.m. Wednesday.
7. For **Thanksgiving**, between the hours of 7:00 a.m. Tuesday and 8:00 p.m. Monday.
8. For **Christmas**, between the hours of 7:00 a.m. the Friday before the week of Christmas Day and 8:00 p.m. the following Tuesday after the week of Christmas Day.

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

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

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

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

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 D

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for road closures and restoring traffic to the existing traffic pattern. The Contractor shall not close **I-95, including ramps & loops** during the following time restrictions:

DAY AND TIME RESTRICTIONS

**Monday through Thursday, 5:00 a.m. to 11:00 p.m.
and
Friday 5:00 a.m. to Sunday 12:00 a.m. (Midnight)**

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

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

The Day and Time Restrictions of this Intermediate Contract Time, for ramps & loops only, do not apply during Intermediate Contract Time #4.

The liquidated damages are **Two Thousand Five Hundred Dollars (\$ 2,500.00)** per fifteen (15) minute time period.

INTERMEDIATE CONTRACT TIME NUMBER 4 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 #1D** as described on **Sheet TMP-3C** and shall place and maintain traffic on same.

The time of availability for this intermediate contract time is **Sunday at 12:00 a.m. (Midnight)** that the Contractor elects to begin the work.

The completion time for this intermediate contract time is the following **Friday at 12:00 p.m. (Noon)** after the time of availability.

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

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
15	— Select Granular Material, Class III Type 2
38	— Asphalt Concrete Base Course, Type B25.0 C
39	— Asphalt Concrete Intermediate Course, Type I19.0 D
40	— Asphalt Concrete Surface Course, Type S9.5 D

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
69 thru 81	Guardrail
82 thru 84	Fencing
107 thru 112	Long-Life Pavement Markings
113	Removable Tape
122	Permanent Pavement Markers
124 thru 147, 149	Erosion Control
148	Reforestation
154 thru 155, 157 thru 159	Drilled Piers

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 \$ **1.6823** 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

PAYOUT SCHEDULE:

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

108

SP1 G57

Submit an Anticipated Monthly Payout Schedule prior to beginning construction. The Anticipated Monthly Payout Schedule will be used by the Department to monitor funding levels for this project. Include a monthly percentage breakdown (in terms of the total contract amount) of the work anticipated to be completed. The schedule should begin with the date the Contractor plans to begin construction and end with the anticipated completion date. Submit updates of the Anticipated Monthly Payout Schedule on March 15, June 15, September 15, and December 15 of each calendar year until project acceptance. Submit the original Anticipated Monthly Payout Schedule and all subsequent updates to the Resident Engineer with a copy to the State Construction Engineer at 1 South Wilmington Street, 1543 Mail Service Center, Raleigh, NC 27699-1543.

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

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

108-2

SP1 G58

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

	<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2018	(7/01/17 - 6/30/18)	39% of Total Amount Bid
2019	(7/01/18 - 6/30/19)	36% of Total Amount Bid
2020	(7/01/19 - 6/30/20)	22% of Total Amount Bid
2021	(7/01/20 - 6/30/21)	3% of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2012 Standard Specifications*. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

DISADVANTAGED BUSINESS ENTERPRISE:

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

102-15(J)

SP1 G61

Description

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

Definitions

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

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

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

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

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

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

Manufacturer - A firm that operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Contractor.

Regular Dealer - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

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

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

Forms and Websites Referenced in this Provision

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

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

RF-1 DBE Replacement Request Form - Form for replacing a committed DBE.

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf>

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

JC-1 Joint Check Notification Form - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf>

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

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

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

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

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

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

DBE Goal

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

Disadvantaged Business Enterprises **7.0** %

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

Directory of Transportation Firms (Directory)

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

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

Listing of DBE Subcontractors

At the time of bid, bidders shall submit all DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

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

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

(B) Paper Bids

- (1) *If the DBE goal is more than zero,*
 - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation, including the names and addresses on *Listing of DBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract.

- (b) If bidders have no DBE participation, they shall indicate this on the *Listing of DBE Subcontractors* by entering the word “None” or the number “0.” This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.
- (c) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE’s participation will not count towards achieving the corresponding goal.
- (2) *If the DBE goal is zero*, entries on the *Listing of DBE Subcontractors* are not required for the zero goal, however any DBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

DBE Prime Contractor

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

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

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

Written Documentation – Letter of Intent

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

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

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

Submission of Good Faith Effort

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

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

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

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

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding

Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- (B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.
 - (1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2nd and 3rd tier subcontractors).
- (C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D)
 - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.

- (G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at DBE@ncdot.gov to give notification of the bidder's inability to get DBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the DBE goal.

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

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

If the Department does not award the contract to the apparent lowest responsive bidder, the Department reserves the right to award the contract to the next lowest responsive bidder that can satisfy to the Department that the DBE goal can be met or that an adequate good faith effort has been made to meet the DBE goal.

Non-Good Faith Appeal

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

Counting DBE Participation Toward Meeting DBE Goal

(A) Participation

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

- (1) The fees or commissions charged by a DBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing

bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.

- (2) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Commercially Useful Function

(A) DBE Utilization

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

(B) DBE Utilization in Trucking

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

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

another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.

- (5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the DBE and the Contractor will not count towards the DBE contract requirement.
- (6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. This type of lease may count toward the DBE's credit as long as the driver is under the DBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the DBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

DBE Replacement

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

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

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

(A) Performance Related Replacement

When a committed DBE is terminated for good cause as stated above, an additional DBE that was submitted at the time of bid may be used to fulfill the DBE commitment. A good

faith effort will only be required for removing a committed DBE if there were no additional DBEs submitted at the time of bid to cover the same amount of work as the DBE that was terminated.

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

- (1) Copies of written notification to DBEs that their interest is solicited in contracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.
 - (2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:
 - (a) The names, addresses, and telephone numbers of DBEs who were contacted.
 - (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
 - (3) A list of reasons why DBE quotes were not accepted.
 - (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.
- (B) Decertification Replacement
- (1) When a committed DBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
 - (2) When a committed DBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

Changes in the Work

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

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

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

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

Reports and Documentation

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

When using transportation services to meet the contract commitment, the Contractor shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to beginning construction on the project. The plan shall include the names of all trucking firms proposed for use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

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

Reporting Disadvantaged Business Enterprise Participation

The Contractor shall provide the Engineer with an accounting of payments made to all DBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

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

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

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

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

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

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

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

Failure to Meet Contract Requirements

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

CERTIFICATION FOR FEDERAL-AID CONTRACTS:

(3-21-90)

SPI G85

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

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

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

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

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:

(11-22-94)

108-5

SP1 G100

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

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

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

CARGO PREFERENCE ACT:

(2-16-16)

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

- (b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees-
- “(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

SUBSURFACE INFORMATION:

(7-1-95)

450

SP1 G112 C

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

LOCATING EXISTING UNDERGROUND UTILITIES:

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

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

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

VALUE ENGINEERING PROPOSAL:

(05-19-15)

104

SP01 G116

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

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

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

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

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

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

Supplemental agreements executed for design-bid-build contracts shall reflect any realized savings in the corresponding line items. Supplemental agreements executed for design-build contracts shall add one line item deducting the full savings from the total contract price and one line item crediting the Contractor with 50% of the total VEP savings.

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

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

RESOURCE CONSERVATION AND ENV. SUSTAINABLE PRACTICES:

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

104-13

SP1 G118

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

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

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

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

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

DOMESTIC STEEL:

(4-16-13)

106

SP1 G120

Revise the *2012 Standard Specifications* as follows:

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

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

PORTABLE CONCRETE BARRIER - (Partial Payments for Materials):

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

1170-4

SP1 G121

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

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

REMOVABLE PAVEMENT MARKINGS - (Partial Payments for Materials):

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

1205-10

SP1 G124

When so authorized by the Engineer, partial materials payments will be made up to 95 percent of the delivered cost of pavement marking tape, provided that these materials have been delivered on or in the vicinity of the project, stored in an acceptable manner, not to exceed the shelf life recommended by the manufacturer, and further provided the documents listed in Subarticle 109-5(C) of the *2012 Standard Specifications* have been furnished to the Engineer.

The Contractor shall be responsible for the material and the satisfactory performance of the material when used in the work.

The provisions of Article 109-6 of the *2012 Standard Specifications* will not apply to removable pavement marking materials.

MAINTENANCE OF THE PROJECT:

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

104-10

SP1 G125

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

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

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

TWELVE MONTH GUARANTEE:

(7-15-03)

108

SP1 G145

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

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

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

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

IRAN DIVESTMENT ACT:

(5-17-16)

SP01 G151

As a result of the Iran Divestment Act of 2015 (Act), Article 6E, N.C. General Statute § 147-86.55, the State Treasurer published the Final Divestment List (List) which includes the Final Divestment List-Iran, and the Parent and Subsidiary Guidance-Iran. These lists identify companies and persons engaged in investment activities in Iran and will be updated every 180 days. The List can be found at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>

By submitting the Offer, the Contractor certifies that, as of the date of this bid, it is not on the then-current List created by the State Treasurer. The Contractor must notify the Department immediately if, at any time before the award of the contract, it is added to the List.

As an ongoing obligation, the Contractor must notify the Department immediately if, at any time during the contract term, it is added to the List. Consistent with § 147-86.59, the Contractor shall not contract with any person to perform a part of the work if, at the time the subcontract is signed, that person is on the then-current List.

During the term of the Contract, should the Department receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract.

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 11-22-16)

105-16, 225-2, 16

SP1 G180

General

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

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

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

Roles and Responsibilities

- (A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater

plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:

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

contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:

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

- (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
- (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
- (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
- (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.

(B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:

- (1) Foreman in charge of grading activities
- (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
- (3) Foreman in charge of utility activities

The Contractor may request to use the same person as the Level II Supervisor and Level II Foreman. This person shall be onsite whenever construction activities as described above are taking place. This request shall be approved by the Engineer prior to work beginning.

The Contractor may request to name a single Level II Foreman to oversee multiple construction activities on small bridge or culvert replacement projects. This request shall be approved by the Engineer prior to work beginning.

(C) *Certified Installers* - Provide at least one onsite, Level I Certified Installer for each of the following erosion and sediment control/stormwater crew:

- (1) Seeding and Mulching
- (2) Temporary Seeding
- (3) Temporary Mulching
- (4) Sodding
- (5) Silt fence or other perimeter erosion/sediment control device installations
- (6) Erosion control blanket installation
- (7) Hydraulic tackifier installation
- (8) Turbidity curtain installation
- (9) Rock ditch check/sediment dam installation
- (10) Ditch liner/matting installation
- (11) Inlet protection
- (12) Riprap placement
- (13) Stormwater BMP installations (such as but not limited to level spreaders, retention/detention devices)
- (14) Pipe installations within jurisdictional areas

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

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

Preconstruction Meeting

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

Ethical Responsibility

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

Revocation or Suspension of Certification

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

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

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

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

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

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

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

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

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

Measurement and Payment

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

PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:

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

105-16, 230, 801

SP1 G181

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

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

- (A) Either cease discharge or modify the discharge volume or turbidity levels to bring the downstream turbidity levels into compliance, or
- (B) Evaluate the upstream conditions to determine if the exceedance of the standard is due to natural background conditions. If the background turbidity measurements exceed the standard, operation of the pit and discharge can continue as long as the stream turbidity levels are not increased due to the discharge.
- (C) Measure and record the turbidity test results (time, date and sampler) at all defined sampling locations 30 minutes after startup and at a minimum, one additional sampling of all sampling locations during that 24-hour period in which the borrow pit is discharging.
- (D) Notify DWQ within 24 hours of any stream turbidity standard exceedances that are not brought into compliance.

During the Environmental Assessment required by Article 230-4 of the *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.

COOPERATION BETWEEN CONTRACTORS:

(7-1-95)

105-7

SP1 G133

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

Project I-3318BB is currently under construction within the limits of this project. Project B-4937 is a bridge replacement project scheduled to be let in the fall of 2020 tying onto a portion of this project.

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

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

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

200

SP2 R02B

Perform clearing on this project to the limits established by Method "III" shown on Standard Drawing No. 200.03 of the *2012 Roadway Standard Drawings*. Conventional clearing methods may be used except where permit drawings or conditions have been included in the proposal which require certain areas to be cleared by hand methods.

BURNING RESTRICTIONS:

(7-1-95)

200, 210, 215

SP2 R05

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

TEMPORARY PAVEMENT:

(7-1-95) (Rev. 11-19-13)

1101

SP2 R30B(Rev)

Construct temporary pavement required on this project in accordance with the typical sections in the plans or as directed.

After the temporary pavement has served its purpose, remove the portions deemed unsuitable for use as a permanent part of the project as directed by the Engineer. Place pavement and earth material removed from the temporary pavement locations in embankments or dispose of in waste areas furnished by the Contractor.

Earth material that is removed will be measured and paid at the contract unit price per cubic yard for *Unclassified Excavation*. Pavement that is removed will be measured and paid at the contract unit price per square yard for *Removal of Existing Pavement*. Pipe culverts removed from the temporary pavement locations remain the property of the Contractor. Pipe culverts that are removed will be measured and paid at the contract unit price per linear foot for *Pipe Removal*. Payment for the construction of the temporary pavement will be made at the contract unit prices for the various items involved.

Such prices and payments will be full compensation for constructing the temporary pavement and for removing pipe culverts; removing earth material; and for placing earth material and pavement in embankments or disposing of earth material and pavement in waste areas.

DITCHING:

1-18-05

SPI 2-2

Description

The Contractor's attention is directed to the fact that there are areas where existing ditches need to be cleaned in conjunction with resurfacing.

The ditching operation is to be used as directed by the Engineer where existing ditches are excessively overgrown or obstructed. The Contractor shall restore proper drainage by cleaning the ditch to a condition acceptable to the Engineer.

Material removed from drainage ditches shall be disposed of in waste areas furnished by the Contractor or as directed by the Engineer in accordance with Section 240 of the *2012 Standard Specifications*.

Measurement and Payment

The quantity of such work to be paid for will be the actual number of linear feet of ditch, which has been cleaned. The quantity will be paid at the contract unit price per linear foot for *Ditching*. Such price and payment will be full compensation for removal and disposal of debris, seeding and mulching of the ditch line, and all incidentals associated with performing this work.

Payment will be made under:

Pay Item
Ditching

Pay Unit
Linear Foot

ABC (M) SHOULDER CONSTRUCTION:

Description

The Contractor shall place ABC (M) along the completed edge of pavement and construct shoulders according to the typicals and as directed by the Engineer. The area shall be backfilled and compacted to the satisfaction of the Engineer.

Materials

The ABC (M) shall meet the requirements of Section 1005 in the NCDOT *2012 Standard Specifications for Roads and Structures*.

Measurement and Payment

ABC (M) Shoulder Construction will be measured and paid at the contract unit price per ton that has been incorporated into the completed and accepted work. This quantity will be measured as provided for in Article 520-11. Such price and payment will be full compensation for furnishing ABC (M), hauling, placing, shaping, compaction, and all incidentals necessary to complete construction of the shoulders.

Payment will be made under:

Pay Item

Pay Unit

ABC (M) Shoulder Construction

Ton

SHOULDER AND FILL SLOPE MATERIAL:

(5-21-02)

235, 560

SP2 R45 B

Description

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

Measurement and Payment

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

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

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

When shoulder material is obtained from borrow sources or from stockpiled material, payment for the work of shoulder construction will be made at the contract unit price per cubic yard for *Borrow Excavation* or *Shoulder Borrow* in accordance with the applicable provisions of Section 230 or Section 560 of the *2012 Standard Specifications*.

SELECT GRANULAR MATERIAL, CLASS III TYPE 2 FOR ROAD CONSTRUCTION:**Description**

Furnish and place Select Granular Material, Class III Type 2 in accordance with the typical sections and as directed by the Engineer.

Materials

Select Granular Material, Class III Type 2 shall meet the requirements of Section 1016 of the *Standard Specifications*.

Measurement and Payment

Select Granular Material, Class III Type 2 will be measured and paid for per ton of material that has been placed and accepted. Such price and payment will be full compensation for all labor, materials, equipment and incidentals necessary to satisfactorily complete the work covered by this provision. *Select Granular Material, Class III Type 2* will be measured by being weighed in trucks on certified platform scales or other certified weighing devices. No deductions will be made for any moisture contained in the *Select Granular Material, Class III Type 2* at the time of weighing.

Payment will be made under:

Pay Item

Select Granular Material, Class III Type 2

Pay Unit

Ton

SURCHARGES AND WAITING PERIODS:

(2-17-04) (Rev. 08-18-15)

235

SP2 R65

Revise the *2012 Standard Specifications* as follows:

Page 2-22, Article 235-1 DESCRIPTION, add the following:

Surcharges and waiting periods may be required for embankments and retaining walls to minimize and control the effects of settlement on structures, approach slabs, pavements, pipes, utilities, etc.

Page 2-24, Article 235-3 CONSTRUCTION METHODS, add the following:

(E) Surcharges and Waiting Periods

Place surcharges at locations shown in the plans. Unless required otherwise in the contract, surcharge embankments after embankments are constructed to the grade and cross section shown in the plans. Construct surcharges with side slopes as directed, 2:1 (H:V) end slopes outside of surcharge limits and surcharge heights shown in the plans. Place and compact surcharge material in accordance with Subarticles 235-3(B) and 235-3(C). Construct and maintain adequate drainage of surface runoff to prevent erosion of surcharge material.

Waiting period durations are in accordance with the contract and as directed. Surcharge waiting periods apply to surcharge locations shown in the plans and begin after surcharges are constructed to the height shown in the plans.

Unless required otherwise in the contract, bridge waiting periods are required in accordance with the following:

- (1) Apply to bridge embankments and retaining walls within 100 ft of end bent and bent locations shown in the plans and
- (2) Begin after bridge embankments and retaining walls are constructed to the elevations noted in the plans.

Unless required otherwise in the contract, embankment waiting periods are required in accordance with the following:

- (1) Apply to embankment locations shown in the plans and retaining walls for embankments with waiting periods and
- (2) Begin after embankments and retaining walls are constructed to the elevations, grade and cross section shown in the plans.

Except for maintaining embankments, do not perform any work on embankments or structures with waiting periods until waiting periods end unless otherwise approved. Place and compact additional material in accordance with Subarticles 235-3(B) and 235-3(C) to maintain embankment grade elevations during waiting periods. Remove surcharges to the grade and cross section shown in the plans after surcharge waiting periods end.

Page 2-24, Article 235-5 MEASUREMENT AND PAYMENT, add the following:

Borrow Excavation for surcharge material and additional material for maintaining embankment grade elevations will be measured and paid in accordance with Article 230-5. *Unclassified Excavation* for surcharge material, additional material for maintaining embankment grade elevations and removing surcharges will be measured and paid in accordance with Article 225-7. When there is no pay item for *Borrow Excavation* or *Unclassified Excavation* in the contract, surcharge material and removing surcharges will be included in the lump sum payment for *Grading*. Additional material for maintaining embankment grade elevations will be paid as extra work in accordance with Article 104-7.

MANUFACTURED QUARRY FINES IN EMBANKMENTS:

(01-17-17)

235

SP02 R72

Description

This specification addresses the use of manufactured quarry fines that are not classified as select materials. The specification allows the Contractor an option, with the approval of the Engineer, to use manufactured quarry fines (MQFs) in embankments as a substitute for conventional borrow material. Furnish and place geotextile for pavement stabilization in accordance with the Geotextile for Pavement Stabilization special provision and detail. Geotextile for pavement stabilization is required to prevent pavement cracking and provide separation between the subgrade and pavement section at embankment locations where manufactured quarry fines are utilized and as directed by the Engineer.

Materials

Manufactured Quarry Fines.

Site specific approval of MQFs material will be required prior to beginning construction as detailed in the preconstruction requirements of this provision.

The following MQFs are unacceptable:

- (A) Frozen material,
- (B) Material with a maximum dry unit weight of less than 90 pounds per cubic foot when tested in accordance with AASHTO T-99 Method A or C.
- (C) Material with greater than 80% by weight Passing the #200 sieve

Collect and transport MQFs in a manner that will prevent nuisances and hazards to public health and safety. Moisture condition the MQFs as needed and transport in covered trucks to prevent dusting. If MQFs are blended with natural earth material, follow Borrow Criteria in Section 1018 of the *Standard Specifications*.

Geotextiles.

Areas of embankment where MQFs are incorporated, Geotextile for Pavement Stabilization shall be used. If the Geotextile for Pavement Stabilization special provision is not included elsewhere

in this contract, then it along with a detail will be incorporated as part of the contractors request to use. Notification of subgrade elevation, sampling and waiting period as required in the Construction Methods section of the Geotextile for Pavement Stabilization special provision are not required.

Preconstruction Requirements

When MQFs are to be used as a substitute for earth borrow material, request written approval from the Engineer at least ninety (90) days in advance of the intent to use MQFs and include the following details:

- (A) Description, purpose and location of project.
- (B) Estimated start and completion dates of project.
- (C) Estimated volume of MQFs to be used on project with specific locations and construction details of the placement.
- (D) The names, address, and contact information for the generator of the MQFs.
- (E) Physical location of the site at which the MQFs were generated.

The Engineer will forward this information to the State Materials Engineer for review and material approval.

Construction Methods

Place MQFs in the core of the embankment section with at least 4 feet of earth cover to the outside limits of the embankments or subgrade.

Construct embankments by placing MQFs in level uniform lifts with no more than a lift of 10 inches and compacted to at least a density of 95 percent as determined by test methods in AASHTO T-99, Determination of Maximum Dry Density and Optimum Moisture Content, Method A or C depending upon particle size of the product. Provide a moisture content at the time of compaction of within 4 percent of optimum but not greater than one percent above optimum as determined by AASHTO T-99, Method A or C.

Areas of embankment where MQFs are incorporated, Geotextile for Pavement Stabilization shall be used. See Geotextile for Pavement Stabilization special provision for geotextile type and construction method.

Measurement and Payment

Borrow Excavation will be measured by truck volume and paid in cubic yards in accordance with Article 230-5 of the *2012 Standard Specifications*. As an alternate weigh tickets can be provided and payment made by converting weight to cubic yards based on the verifiable unit weight.

Where the pay item of *Geotextile for Pavement Stabilization* is included in the original contract the material will be measured and paid in square yards (see Geotextile for Pavement Stabilization special provision). Where the pay item of *Geotextile for Pavement Stabilization* is not included in the original contract then no payment will be made for this item and will be considered incidental to the use of MQFs in embankment.

ROCK AND BROKEN PAVEMENT FILLS:

(2-16-16)

235

SP2 R85

Revise the *2012 Standard Specifications* as follows:

Page 2-22, Article 235-2 MATERIALS, add the following after line 19:

Item	Section
Geotextile for Rock and Broken Pavement Fills, Type 2	1056

Provide Type 2 geotextile for filtration geotextiles. Use rip rap and No. 57 stone from either a quarry or onsite material to fill voids in rock and broken pavement fills. Provide small and large size rip rap with stone sizes that meet Class A and B in accordance with Table 1042-1 and No. 57 stone with a gradation that meets Table 1005-1 or use similar size onsite material approved by the Engineer.

Page 2-23, Subarticle 235-3(B) Embankment Formation, lines 18-19, delete the third sentence in the seventh paragraph.

Page 2-23, Subarticle 235-3(B) Embankment Formation, lines 21-23, replace the eighth paragraph with the following:

Before placing embankment fill material or filtration geotextiles over rock and broken pavement, fill voids in the top of rock and broken pavement fill with rip rap and No. 57 stone. Place and compact larger rip rap first followed by smaller rip rap. Then, fill any remaining voids with No. 57 stone so geotextiles are not torn, ripped or otherwise damaged when installed and covered. Compact rip rap and No. 57 stone with tracked equipment or other approved methods. Install filtration geotextiles on top of rock, broken pavement, rip rap and No. 57 stone in accordance with Article 270-3 before placing remaining embankment fill material.

Remove any rocks, debris or pavement pieces from the roadbed larger than 2" within 12" of the subgrade or finished grade, whichever is lower.

Page 2-24, Article 235-5 MEASUREMENT AND PAYMENT, line 13, add the following to the end of the first paragraph:

Payment for rip rap, No. 57 stone and geotextiles to construct embankments with rock and broken pavement fills will be considered incidental to the work in Sections 225, 226, 230 and 240.

BLASTING:

(2-16-16)

220

SP2 R88B

Revise the *2012 Standard Specifications* as follows:

Page 2-8, Article 220-1 DESCRIPTION, line 22, delete "cushion, ".

Page 2-8, Article 220-1 DESCRIPTION, line 23, add the following after the third sentence:

Unless required otherwise in the contract, design blasts for the vibration and air overpressure limits in this section.

Page 2-9, Subarticle 220-3(A) Vibration and Air Overpressure Limits, line 18, add the following to the end of Subarticle 220-3(A):

Unless required otherwise in the contract or directed, design production and trench blasts in accordance with the following:

- (1) Production Blasting
 - (a) For rock cut slopes steeper than 1.5:1 (H:V) without pre-splitting, do not use production blast holes more than 4" in diameter within 10 ft of finished slope faces or neat lines
 - (b) Do not drill production holes below bottom of adjacent pre-split blast holes
 - (c) Use delay blasting to detonate production blast holes towards a free face

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

PIPE INSTALLATION:

(11-20-12) (Rev. 8-18-15)

300

SP3 R01

Revise the *2012 Standard Specifications* as follows:

Page 3-1, Article 300-2, Materials, line 15, in the materials table, replace “Flowable Fill” and “Geotextiles” with the following:

Item	Section
Flowable Fill, Excavatable	1000-6
Grout, Type 2	1003
Geotextiles, Type 4	1056

Page 3-1, Article 300-2, Materials, lines 23-24, replace sentence with the following:

Provide foundation conditioning geotextile and geotextile to wrap pipe joints in accordance with Section 1056 for Type 4 geotextile.

Page 3-3, Subarticle 300-6(A), Rigid Pipe, line 2, in the first paragraph, replace “an approved non-shrink grout.” with “grout.” and line 4, in the second paragraph, replace “filtration geotextile” with “geotextile”.

Page 3-3, Article 300-7, Backfilling, lines 37-38, in the first and second sentences of the fifth paragraph, replace “Excavatable flowable fill” with “Flowable fill”.

FLOWABLE FILL:

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

300, 340, 1000, 1530, 1540, 1550

SP3 R30

Description

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

Materials

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

Item

Flowable Fill

Section

1000-6

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item

Flowable Fill

Pay Unit

Cubic Yard

BRIDGE APPROACH FILLS:

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

422

SP4 R02

Description

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

Materials

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

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

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

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

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

Construction Methods

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

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

and directed by the Engineer. Extend geotextile reinforcement at least 4 ft back behind end bent cap back and wing walls into select material.

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

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

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

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

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

Measurement and Payment

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

Bridge Approach Fill - Sub Regional Tier, Station ____ will be paid at the contract lump sum price. The contract lump sum price for *Bridge Approach Fill - Sub Regional Tier, Station ____* will be full compensation for labor, tools, equipment and bridge approach fill materials, excavating, backfilling, hauling and removing excavated materials, compacting No. 78M stone,

connecting outlet pipes to existing drainage structures and supplying No. 78M stone, filtration geotextiles, drain pipes, pipe sleeves and outlet components and any incidentals necessary to construct all bridge approach fills at each sub regional tier bridge.

Payment will be made under:

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

ASPHALT PAVEMENTS - SUPERPAVE:

(6-19-12) (Rev. 8-16-16)

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 605-1, 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 6-6, Subarticle 607-5(A), Milled Asphalt Pavement, line 25, add the following to the end of the paragraph:

Areas to be paid under these items include mainline, turn lanes, shoulders, and other areas milled in conjunction with the mainline and any additional equipment necessary to remove pavement in the area of manholes, water valves, curb, gutter and other obstructions.

Page 6-6, Subarticle 607-5(C), Incidental Milling, lines 42-48, replace the paragraph with the following:

Incidental Milling to be paid will be the actual number of square yards of surface milled where the Contractor is required to mill butt joints, irregular areas and intersections milled as a separate operation from mainline milling and re-mill areas that are not due to the Contractor's negligence whose length is less than 100 feet. Measurement will be made as provided in Subarticle 607-5(A) for each cut the Contractor is directed to perform. Where the Contractor elects to make multiple cuts to achieve the final depth, no additional measurement will be made. Compensation will be made at the contract unit price per square yard for *Incidental Milling*.

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 6-20, Subarticle 610-3(C), Job Mix Formula (JMF), lines 47-48, replace the last sentence of the third paragraph with the following:

The JMF mix temperature shall be within the ranges shown in Table 610-1 unless otherwise approved.

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

TABLE 610-1	
MIXING TEMPERATURE AT THE ASPHALT PLANT	
Binder Grade	JMF Mix Temperature
PG 58-28; PG 64-22	250 - 290°F
PG 70-22	275- 305°F
PG 76-22	300- 325°F

Page 6-21, Subarticle 610-3(C) Job Mix Formula (JMF), lines 1-2, in the first sentence of the first paragraph, delete "and compaction". Lines 4-7, delete the second paragraph and replace with the following:

When RAS is used, the JMF mix temperature shall be established at 275°F or higher.

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 6-23, Subarticle 610-5(A), General, lines 33-34, replace the last sentence of the third paragraph with the following:

Produce the mixture at the asphalt plant within ± 25 °F of the JMF mix temperature. The temperature of the mixture, when discharged from the mixer, shall not exceed 350°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”. Line 28, in the last paragraph, replace “+15 °F to -25 °F of the specified JMF temperature.” with “ ± 25 °F of the specified JMF mix temperature.”

Page 6-26, Article 610-8, SPREADING AND FINISHING, line 34, add the following new paragraph:

As referenced in Section 9.6.3 of the *HMA/QMS Manual*, use the automatic screed controls on the paver to control the longitudinal profile. Where approved by the Engineer, the Contractor has the option to use either a fixed or mobile string line.

Page 6-29, Article 610-13, FINAL SURFACE TESTING AND ACCEPTANCE, line 39, add the following after the first sentence in the first paragraph:

Smoothness acceptance testing using the inertial profiler is not required on ramps, loops and turn lanes.

Page 6-30, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 15-16, replace the fourth sentence of the fourth paragraph with the following:

The interval at which relative profile elevations are reported shall be 2”.

Page 6-30, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 25-28, replace the ninth paragraph with the following:

Operate the profiler at any speed as per the manufacturer’s recommendations to collect valid data.

Page 6-30, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 30-31, delete the third sentence of the tenth paragraph.

Page 6-31, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 11-13, replace the first sentence of the third paragraph with the following:

After testing, transfer the profile data from the profiler portable computer’s hard drive to a write once storage media (Flash drive, USB, DVD-R or CD-R) or electronic media approved by the Engineer.

Page 6-31, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 17-18, replace the first sentence of the fourth paragraph with the following:

Submit a report with the documentation and electronic data of the evaluation for each section to the Engineer within 10 days after completion of the smoothness testing. The report shall be in the tabular format for each 0.10 segment or a portion thereof with a summary of the MRI values and the localized roughness areas including corresponding project station numbers or acceptable reference points. Calculate the pay adjustments for all segments in accordance with the formulas in Sections (1) and (2) shown below. The Engineer shall review and approval all pay adjustments unless corrective action is required.

Page 6-31, Subarticle 610-13(A)(1), Acceptance for New Construction, lines 36-37, replace the third paragraph with the following:

The price adjustment will apply to each 0.10-mile section or prorated for a portion thereof, based on the Mean Roughness Index (MRI), the average IRI values from both wheel paths.

Page 6-32, Subarticle 610-13(A)(2), Localized Roughness, lines 12-16, replace the first paragraph with the following:

Areas of localized roughness shall be identified through the “Smoothness Assurance Module (SAM)” provided in the ProVAL software. Use the SAM report to optimize repair strategies by analyzing the measurements from profiles collected using inertial profilers. The ride quality threshold for localized roughness shall be 165 in/mile for any sections that are 15 ft. to 100 ft. in length at the continuous short interval of 25 ft. Submit a continuous roughness report to identify each section with project station numbers or reference points outside the threshold and identify all localized roughness, with the signature of the Operator included with the submitted IRI trace and electronic files.

Page 6-32, Subarticle 610-13(A)(2), Localized Roughness, line 21, add the following new paragraph:

If the Engineer does not require corrective action, the pay adjustment for each area of localized roughness shall be based on the following formula:

$$PA = (165 - LR\#) 5$$

Where:

PA = Pay Adjustment (dollars)
 LR# = The Localized Roughness number determined from SAM report for the ride quality threshold

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

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

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 **\$ 391.50** per ton.

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

PORTLAND CEMENT CONCRETE PAVEMENT:

(02-05-15)

700, 710

SP7 R01

Revise the *2012 Standard Specifications* as follows:

Page 7-1, Article 700-1, DESCRIPTION, lines 16-17, replace fifth paragraph with:

Submit for approval a Process Control Plan addressing all operations necessary in the production and placement of concrete pavement a minimum of 30 calendar days prior to placing concrete pavement.

Page 7-2, Subarticle 700-5(A)(1), lines 29-31, replace first paragraph with:

A descending air temperature at the location of the concrete paving operation and away from artificial heat reaches 35°F. Paving may resume when the weather forecast is projected to reach a high of 40°F on that day's operation and the morning ambient temperature is above 32°F.

Page 7-2, Subarticle 700-5(A), General, lines 38 and 40, replace "3500 psi" with "3000 psi."

Page 7-4, Subarticle 700-8(B), Cold Weather, lines 38-42, replace the first paragraph with the following:

When the air temperature is projected to drop below 35°F for more than four hours, insulate the Portland cement concrete pavement to prohibit the concrete surface temperature from dropping below 35°F during the curing period.

Page 7-5, Subarticle 700-9(A), General, line 9, first sentence of the first paragraph, replace "methods herein" with "curing methods herein".

Page 7-5, Subarticle 700-9(A), General, lines 12-15, delete the third paragraph and replace with the following:

Curing is required until the concrete compressive strength has exceeded 3,000 psi using the maturity method in accordance with Article 700-13.

Page 7-6, Subarticle 700-11(A), General, lines 20-29, delete the first and last sentence of the second paragraph. Add the following as the last sentence of the second paragraph on lines 25-26. Move third paragraph (lines 27-29) to between the first and second paragraph before line 20.

To estimate the time of sawing, it is recommended to use the latest version of FHWA's High Performance Paving software entitled HIPERPAV.

Page 7-8, Subarticle 700-11(G), Verification of Dowel Bar Alignment, line 7, in the second sentence of the second paragraph on the page replace "vertical tilt," with "vertical tilt, and total misalignment". Line 25, in the fourth sentence of the seventh paragraph on the page replace "greater misalignment" with "total misalignment". Lines 26-27, delete the last sentence of the seventh paragraph on the page. Line 29, in the first sentence of the sixth paragraph on the page replace "score of 10" with "score of 12".

Page 7-8, Subarticle 700-11(G), TABLE 700-1, TOLERANCE FOR DOWEL BAR ALIGNMENT^A, replace with the following:

TABLE 700-1 TOLERANCE FOR DOWEL BAR ALIGNMENT^A	
Misalignment Category, inches	Weight
$0 \leq d \leq 0.6$	0
$0.6 < d \leq 0.8$	2
$0.8 < d \leq 1.00$	4
$1.00 < d \leq 1.50$	5
$1.50 \leq d$	10

A. Where **d** is the individual dowel bar misalignment.

Page 7-9, Subarticle 700-12, (B) Age of Pavement, line 6, delete "14 calendar days old." and replace with "7 calendar days old and concrete is dry based on sealant manufacturer's recommendations."

Page 7-9, Article 700-13, USE OF NEW PAVEMENT OR SHOULDER, line 31, in the first sentence of the first paragraph replace "3,500 psi, unless otherwise permitted." with "3,000 psi." Line 36, add the following as the third sentence of the second paragraph:

Install loggers in slabs after every 2 lots approximately 4 inches from the concrete surface.

Page 7-10, Article 700-13, USE OF NEW PAVEMENT OR SHOULDER, lines 6-11, replace the second paragraph on the page with the following:

Validate the strength-maturity relationship and the correlation between cylinders and beams during the first day's production by casting cylinders and beams and performing strength tests. Use the TTF developed during the mix design process to verify the production strength-maturity relationship. Validate the strength-maturity relationship and the correlation between cylinders and beams by casting cylinders and beams and performing strength tests least every 30 calendar days, or when the TTF varies by more than 10% from the latest approved maturity curve or there is a material change from the approved concrete mix design. If the verification sample's compressive

strength when tested at TTF is less than 3,000 psi, immediately suspend early opening of traffic on pavement that has not obtained TTF until a new strength-maturity relationship is developed.

Page 7-13, Article 710-6, FINISHING, lines 5-10, replace the second paragraph on the page with the following:

Produce the final surface finish on all mainline pavement, auxiliary lanes, and ramps by mechanical equipment for longitudinally tined grooves while the concrete is plastic. The tining shall be done with a mechanical device such as a wire comb. The comb shall have a single row of tines. Each shall have a nominal width of 5/64 inch to 1/8 inch. The nominal spacing of the tines shall be $3/4 \pm 1/8$ inch center-to-center. The nominal depth of tined groove in the plastic concrete shall be $1/8 \pm 1/32$ inch.

Longitudinal tining shall be accomplished by equipment with automated horizontal and vertical controls to ensure straight, uniform depth tined grooves. The texture geometry shall be the same as imparted throughout the length of the tining comb. A 2-inch to 3-inch wide strip of pavement surface shall be protected from tining for the length of and centered about longitudinal joints.

The tining operation shall be done so that the desired surface texture will be achieved while minimizing displacement of the larger aggregate particles and before the surface permanently sets. Where abutting pavement is to be placed, the tining shall extend as close to the edge as possible without damaging the edge. If abutting pavement is not to be placed, the 6-inch area nearest the edge or one foot from the face of the curb shall not be tined. Hand-operated tining equipment that produces an equivalent texture may be used only on small or irregularly shaped areas. Tines shall be thoroughly cleaned at the end of each day's use and damaged or worn tines replaced.

When surface corrections for pavement smoothness are made in the hardened concrete, no additional texturing is required.

Page 7-13, Article 710-7, FINAL SURFACE TESTING, lines 41-42, replace the third and fourth sentences of the fourth paragraph with the following:

The profile data shall be filtered with a cutoff wavelength of 250 ft. The interval at which relative profile elevations are reported shall be a maximum of 1".

Page 7-14, Article 710-7, FINAL SURFACE TESTING, line 38, in the first sentence of the ninth paragraph on the page, replace "(DVD-R or CD-R)" with "(USB flash drive, external hard drive, or DVD)".

Page 7-15, Subarticle 710-7(B), Localized Roughness, line 33, in the third sentence of the first paragraph, replace "125 in/mile" with "150 in/mile".

Page 7-17, Subarticle 710-10(A), General, lines 18-21, replace the fourth paragraph with the following:

Payment for all work of surface testing will be incidental to the contract unit price for *Portland Cement Concrete Pavement, Through Lanes, (with dowels)* for *Surface Testing Concrete Pavement*.

Page 7-19, Subarticle 710-10(E), Compensation, lines 1-5, delete the second paragraph (the paragraph at the top of the page).

Page 7-19, Subarticle 710-10(F), Pay Items, line 7, delete *Surface Testing Concrete Pavement (Lump Sum)* from the Pay Item table.

REPAIR OF JOINTED CONCRETE PAVEMENT SLABS:

Description:

The work covered by this provision consists of the removal and satisfactory disposal of the existing damaged jointed concrete pavement slabs overlaid with asphalt, furnishing and placing new jointed concrete pavement slabs as shown in the plans or as directed by the Engineer.

Materials:

Refer to Divisions 6, 7, and 10 of the *Standard Specifications*.

Item	Section
Portland Cement Concrete	1000
Curing Agents	1026
Water	1024-4
Select Granular Material, Class III Type 2	1016
Dowels and Tie Bars	1070-6
Geotextile for Soil Stabilization	270

Methods of Production:

The repair of jointed concrete pavement slabs shall meet the applicable requirements of Section 700 of the *Standard Specifications* and the following provisions:

The concrete shall produce a minimum compressive strength at 24 hours of 3000 psi. The pavement shall not be opened to traffic until the minimum specified strength is obtained.

The Contractor shall submit a mix design to the Engineer for approval in accordance with Section 1000- 3 of the Standard Specification.

The concrete will be accepted based on suitable cylinders tested at 24 hours.

The repair of jointed concrete pavement slabs shall be conducted in one lane at a time. The work shall be accomplished with other operations in progress in the same area.

In all cases of slab removal, the Contractor shall remove the entire 12 ft width and a minimum of 6 ft in the travel direction. Any remaining portion of a slab that is removed shall not be less than 6 ft in the travel direction.

As a result of the full depth sawing of the existing pavement to remove the distressed area, saw cuts that extend into the adjacent pavement shall be filled with epoxy prior to placing traffic on the new area. The epoxy shall meet the requirements of Section 1081 Type 3 of the *Standard Specifications*.

The Contractor shall take necessary measures to protect the exposed subgrade and base from damage resulting from surface water and/or rain during the period between the pavement removal and replacement. The Contractor shall submit his plan for removing the pavement areas to the Engineer for approval. The removal method shall minimize damage to the subgrade and to adjacent pavement and shoulders.

At locations as directed by the Engineer, the Contractor shall:

- 1) Remove unsuitable subgrade, place Geotextile for Soil Stabilization, and backfill with Select Granular Material, Class III Type 2 as directed by the Engineer.

The Geotextile for Soil Stabilization shall conform to the requirements of Section 270 of the *Standard Specifications*.

The Contractor shall thoroughly tamp any loosened subgrade or base material to the satisfaction of the Engineer before the pavement is replaced. New pavement shall be cast to match the thickness of the adjacent slabs.

Pneumatic or hydraulic drills and bits that will drill a hole in the existing concrete faces for placement of the dowels at location specified on the Plans shall be used. The equipment shall be operated so as to prevent damage to the pavement being drilled. The drilling procedure shall be approved by the Engineer. The drilled holes shall be thoroughly cleaned of all contaminants and the dowels of specified type and size shall then be set into the hardened concrete face of the existing pavement with an epoxy bonding compound meeting the requirements of a Type 3A epoxy detailed in Section 1081 of the *Standard Specifications*. The specified dowels shall be placed at locations noted on Plan details with one-half of dowel protruding beyond the hardened face of existing pavement and placed at correct horizontal and vertical alignment with misalignment not to exceed 0.4 inches in the vertical or oblique plane. The epoxy shall be allowed to harden sufficiently prior to placing concrete to prevent any movement of the dowels during the placement of the concrete. A sufficient amount of epoxy must be placed in the back of the hole so that the entire cavity around the dowel is completely filled upon insertion of the dowel bars. Any excess epoxy shall be removed. The epoxy adhesive must be packaged in a cartridge with a mixing nozzle that thoroughly mixes the two components as they are dispensed (the mixing nozzle must be a minimum of 8 inches long) or may be placed with a machine which mixes the two components thoroughly and to the proper ratio as the material is being placed.

Use dowels of the type, size, spacing, and at the location specified in *Roadway Standard Drawing 700.01 Sheet 1 of 2*. At no time shall dowels be driven into a dowel hole with sledge hammers or other devices. In all cases, any dowel which cannot be freely inserted into a dowel hole will be rejected for use.

Prior to placing concrete, the vertical exposed faces of the existing slabs shall be thoroughly cleaned of contaminants using wire brushing or other methods approved by the Engineer. Extra care must be

taken to remove all existing silicone or other joint sealant from the exposed concrete faces.

The concrete shall be deposited within the slab replacement area in such manner as to require as little re-handling as possible, to prevent segregation of the mix. Hand spreading shall be minimized as much as possible, but where necessary, shall be done with shovels, not rakes. Workers will not be allowed to walk in the fresh concrete with shoes coated with earth or other foreign substances. The replaced slab area shall be filled with concrete and thoroughly consolidated by rodding, spading, and sufficient vibration to form a dense homogeneous mass throughout the area. The final surface area shall be uniform in appearance and free of irregularities and porous areas.

The finished surface, including joints, shall meet a surface tolerance of 1/8 inch in 10 feet in any direction. Any necessary corrections shall be done by grinding. Any replaced slab which is low in relation to adjacent slabs may be ordered replaced by the Engineer. Replacement of such a slab would generally be required if, in the opinion of the Engineer, excessive grinding of the adjacent pavement is necessary to match the profile of the full depth slab replacement or if a drainage problem would be created by grinding the adjacent pavement.

The surface finish of the proposed concrete pavement shall be a burlap drag finish and conform to the cross-section of adjacent pavement. The method of finishing shall be approved by the Engineer. Immediately after finishing operations have been completed and surface water has disappeared, all exposed surfaces of the pavement shall be cured in accordance with the applicable provisions of Section 700-9 "Curing" and Section 1026 "Curing Agents for Concrete" of the *Standard Specifications*.

No traffic will be permitted on the new jointed concrete pavement slabs until the minimum compressive strength of 3000 psi has been obtained. Test may be made by the Engineer using a Swiss Hammer.

An asphalt overlay shall be placed on the new jointed concrete pavement slabs to match adjacent in place ultrathin hot mix asphalt no sooner than the concrete has obtained a minimum compressive strength of 3000 psi and prior to placement of traffic. The asphalt overlay will consist of asphalt concrete surface course type S9.5D depending on field conditions as directed by the Engineer.

Measurement and Payment

The quantity of Jointed Concrete Pavement Slab repair to be paid for at the unit price established herein will be the actual number of square yards of jointed concrete pavement with dowels which has been completed and accepted. In measuring this quantity, the width of the repair will be measured perpendicular to the centerline of the lane. The length will be the actual length constructed, measured along the centerline of the pavement.

The unit price for Repair of Jointed Concrete Pavement Slabs will be full compensation for all work covered by this provision, and applicable sections of the *Standard Specifications* for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in placement of the concrete including but not limited to furnishing placing, and curing concrete; dowel bars; sawing and removing concrete and asphalt material overlay; and filling saw cuts around the pavement repair.

The quantity of Select Granular Material, Class III Type 2 to be paid for at the unit price established herein will be the actual number of tons of material which has been incorporated into the completed and accepted work. The Select Granular Material, Class III Type 2 will be measured by being weighed in trucks on certified platform scales or other certified weighing devices. No deductions will be made for any moisture contained in the Select Granular Material, Class III Type 2 at the time of weighing.

The quantity of material removed from beneath the concrete slabs will be measured and paid for in accordance with Section 225 of the *Standard Specifications* for "*Undercut Excavation*".

The quantity of Geotextile for Soil Stabilization furnished and placed as directed will be measured and paid for in accordance with Section 270 of the *Standard Specifications* for "*Geotextile for Soil Stabilization*".

Payment will be made under:

Pay Item	Pay Unit
Repair of Jointed Concrete Pavement Slabs	Square Yard
Select Granular Material, Class III Type 2	Ton
Undercut Excavation	Cubic Yard
Geotextile for Soil Stabilization	Square Yard

PRECAST CONCRETE BARRIER DOUBLE FACED (ANCHORED):

The Contractor shall construct the Precast Concrete Barrier Double Faced (Anchored) in accordance with the *Standard Specifications*, the plans, Roadway Standard Drawing 1170.01, and as directed by the Engineer. Roadway Standard Drawing 1170.01 applies to the anchoring of the barrier.

Precast Concrete Barrier Double Faced (Anchored) will be measured and paid at the contract unit price per linear foot of barrier installed and accepted. Such price and payment shall be full compensation for furnishing, hauling and placing all materials, disposal of surplus materials, furnishing all equipment, tools, labor, and incidentals necessary to complete the work.

MEDIAN HAZARD PROTECTION:

Description

Construct Median Hazard Protection at locations indicated in the plans in accordance with the detail in the plans and as directed by the Engineer.

Measurement and Payment

Median Hazard Protection will be measured and paid for per linear feet that are completed and accepted. Such price and payment will be full compensation for all labor, materials (including, but not limited to, concrete barrier, earth material, #57 stone, concrete cover, galvanized bar and grout) and incidentals necessary construct the Median Hazard Protection.

Payment will be made under:

Pay Item

Median Hazard Protection

Pay Unit

Linear Foot

STEEL BEAM GUARDRAIL WITH 8' POSTS:

12-15-09

SPI 8-28(Rev)

Description

This work consists of furnishing and installing steel beam guardrail with 8' posts at locations shown on the plans and as directed by the Engineer.

Materials

Guardrail materials shall conform to Section 1046 of *the Standard Specifications*.

Construction Methods

Steel beam guardrail shall be installed in accordance with Section 862 of the *Standard Specifications*, Roadway Standard Drawing 862.01 and the plans.

If the Contractor is unable to complete a section due to inclement weather or conditions beyond his control, he shall take measures acceptable to the Engineer to provide warning and safety to motorists.

Measurement and Payment

Steel Beam Guardrail with 8' Posts will be measured and paid for in linear feet of guardrail that has been satisfactorily completed and accepted, exclusive of that length of the guardrail that is within the pay limits of guardrail anchors. Measurement will be made from center to center of the outermost post in the length of guardrail being measured. Such price and payment will be full compensation for materials, tools, labor, equipment and incidentals necessary to complete the work.

Additional Guardrail Posts (8') will be measured and paid in units of each for additional posts required but not shown in the plans.

Pay Item

Steel Beam Guardrail With 8' Posts
Additional Guardrail Posts (8')

Pay Unit

Linear Foot
Each

GUARDRAIL END UNITS, TYPE - TL-3:

(4-20-04) (Rev. 7-1-17)

862

SP8 R65

Description

Furnish and install guardrail end 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

Furnish guardrail end units listed on the NCDOT Approved Products List at <https://apps.dot.state.nc.us/vendor/approvedproducts/> or approved equal.

Prior to installation the Contractor shall submit to the Engineer:

- (A) FHWA acceptance letter for each guardrail end unit certifying it meets the requirements of the AASHTO Manual for Assessing Safety Hardware, 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 end unit in accordance with Article 105-2 of the *2012 Standard Specifications*.

No modifications shall be made to the guardrail end 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 end 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 End Units, Type TL-3	Each

MATERIALS:

(2-21-12) (Rev. 11-22-16)

1000, 1002, 1005, 1016, 1018, 1024, 1050, 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.
Units	psi					inch	inch	lb/cy	lb/cy	lb/cy	lb/cy
AA	4,500	0.381	0.426	-	-	3.5	-	639	715	-	-
AA Slip Form	4,500	0.381	0.426	-	-	1.5	-	639	715	-	-
Drilled Pier	4,500	-	-	0.450	0.450	-	5-7 dry 7-9 wet	-	-	640	800
A	3,000	0.488	0.532	0.550	0.594	3.5	4	564	-	602	-
B	2,500	0.488	0.567	0.559	0.630	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, Structural Concrete, Shoulder Drain Stone, 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	Asphalt Plant Mix, AST, Structural Concrete
78M	-	-	-	100	98-100	75-100	20-45	0-15	-	-	-	A	Asphalt Plant Mix, AST, Structural Concrete, Weep Hole Drains
14M	-	-	-	-	100	98-100	35-70	5-20	-	0-8	-	A	Asphalt Plant Mix, AST, Structural Concrete, Weep Hole Drains
9M	-	-	-	-	100	98-100	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 10-39, Article 1016-3, CLASSIFICATIONS , lines 27-32, replace with the following:

Select material is clean, unweathered durable, blasted rock material obtained from an approved source. While no specific gradation is required, the below criteria will be used to evaluate the materials for visual acceptance by the Engineer:

- (A) At least 50% of the rock has a diameter of from 1.5 ft to 3 ft,
- (B) 30% of the rock ranges in size from 2” to 1.5 ft in diameter, and
- (C) Not more than 20% of the rock is less than 2” in diameter. No rippable rock will be permitted.

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 10-115, 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 lb.) will be required only when noted on the design documents.

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

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.

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.

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 R ^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.

TABLE 1003-3 ELAPSED TIME FOR PLACING GROUT (with continuous agitation)		
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.

GEOSYNTHETICS:

(2-16-16)

1056

SP10 R25

Revise the *2012 Standard Specifications* as follows:

Replace Section 1056 with the following:

**SECTION 1056
GEOSYNTHETICS**

1056-1 DESCRIPTION

Provide geosynthetics for subsurface drainage, separation, stabilization, reinforcement, erosion control, filtration and other applications in accordance with the contract. Use geotextiles, geocomposite drains and geocells that are on the NCDOT Approved Products List. Prefabricated geocomposite drains include sheet, strip and vertical drains (PVDs), i.e., "wick drains" consisting of a geotextile attached to and/or encapsulating a plastic drainage core. Geocells are comprised of ultrasonically welded polymer strips that when expanded form a 3D honeycomb grid that is typically filled with material to support vegetation.

If necessary or required, hold geotextiles and sheet drains in place with new wire staples, i.e., "sod staples" that meet Subarticle 1060-8(D) or new anchor pins. Use steel anchor pins with a diameter of at least 3/16" and a length of at least 18" and with a point at one end and a head at the other end that will retain a steel washer with an outside diameter of at least 1.5".

1056-2 HANDLING AND STORING

Load, transport, unload and store geosynthetics so geosynthetics are kept clean and free of damage. Label, ship and store geosynthetics in accordance with Section 7 of AASHTO M 288. Geosynthetics with defects, flaws, deterioration or damage will be rejected. Do not unwrap geosynthetics until just before installation. Do not leave geosynthetics exposed for more than 7 days before covering except for geosynthetics for temporary wall faces and erosion control.

1056-3 CERTIFICATIONS

Provide Type 1, Type 2 or Type 4 material certifications in accordance with Article 106-3 for geosynthetics. Define “minimum average roll value” (MARV) in accordance with ASTM D4439. Provide certifications with MARV for geosynthetic properties as required. Test geosynthetics using laboratories accredited by the Geosynthetic Accreditation Institute (GAI) to perform the required test methods. Sample geosynthetics in accordance with ASTM D4354.

1056-4 GEOTEXTILES

When required, sew geotextiles together in accordance with Article X1.1.4 of AASHTO M 288. Provide sewn seams with seam strengths meeting the required strengths for the geotextile type and class specified.

Provide geotextile types and classes in accordance with the contract. 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 rolls without the product name printed on the geotextile or product labels affixed to the geotextile roll core may not be used.

Use woven or nonwoven geotextiles with properties that meet Table 1056-1. Define “machine direction” (MD) and “cross-machine direction” (CD) in accordance with ASTM D4439.

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>Silt Fence Fabric</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 0.075 mm	Table 6 ^D , 15% to 50% <i>in Situ</i> Soil Passing 0.075mm	Table 7 ^D	Table 5 ^D	0.20 sec ^{-1.C}	ASTM D4491
Apparent Opening Size					0.60 mm ^E	ASTM D4751
UV Stability (Retained Strength)					70% ^C (after 500 hr of exposure)	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. Maximum average roll value.

1056-5 GEOCOMPOSITE DRAINS

Provide geocomposite drain types in accordance with the contract and with properties that meet Table 1056-2.

Property	Requirement			Test Method
	Sheet Drain	Strip Drain	Wick Drain	
Width	≥ 12" (unless required otherwise in the contract)	12" ±1/4"	4" ±1/4"	N/A
In-Plane Flow Rate ^A (with gradient of 1.0 and 24-hour seating period)	6 gpm/ft @ applied normal compressive stress of 10 psi	15 gpm/ft @ applied normal compressive stress of 7.26 psi	1.5 gpm ^B @ applied normal compressive stress of 40 psi	ASTM D4716

A. MARV per Article 1056-3.

B. Per 4" drain width.

For sheet and strip drains, use accessories (e.g., pipe outlets, connectors, fittings, etc.) recommended by the Drain Manufacturer. Provide sheet and strip drains with Type 1 geotextiles heat bonded or glued to HDPE, polypropylene or high impact polystyrene drainage cores that meet Table 1056-3.

Property	Requirement (MARV)		Test Method
	Sheet Drain	Strip Drain	
Thickness	1/4"	1"	ASTM D1777 or D5199
Compressive Strength	40 psi	30 psi	ASTM D6364

For wick drains with a geotextile wrapped around a corrugated drainage core and seamed to itself, use drainage cores with an ultimate tensile strength of at least 225 lb per 4" width in accordance with ASTM D4595 and geotextiles with properties that meet Table 1056-4.

Property	Requirement	Test Method
Elongation	≥ 50%	ASTM D4632
Grab Strength	Table 1 ^A , Class 3	ASTM D4632
Tear Strength		ASTM D4533
Puncture Strength		ASTM D6241
Permittivity	0.7 sec ^{-1.B}	ASTM D4491
Apparent Opening Size (AOS)	Table 2 ^A ,	ASTM D4751
UV Stability (Retained Strength)	> 50% <i>in Situ</i> Soil Passing 0.075 mm	ASTM D4355

A. AASHTO M 288.

B. MARV per Article 1056-3.

For wick drains with a geotextile fused to both faces of a corrugated drainage core along the peaks of the corrugations, use wick drains with an ultimate tensile strength of at least 1,650 lb/ft

in accordance with ASTM D4595 and geotextiles with a permittivity, AOS and UV stability that meet Table 1056-4.

1056-6 GEOCELLS

Geocells will be identified by product labels attached to the geocell wrapping. Unwrap geocells just before use in the presence of the Engineer. Previously opened geocell products will be rejected.

Manufacture geocells from virgin polyethylene resin with no more than 10% rework, also called “regrind”, materials. Use geocells made from textured and perforated HDPE strips with an open area of 10% to 20% and properties that meet Table 1056-5.

TABLE 1056-5 GEOCELL REQUIREMENTS		
Property	Minimum Requirement	Test Method
Cell Depth	4"	N/A
Sheet Thickness	50 mil -5%, +10%	ASTM D5199
Density	58.4 lb/cf	ASTM D1505
Carbon Black Content	1.5%	ASTM D1603 or D4218
ESCR ^A	5000 hr	ASTM D1693
Coefficient of Direct Sliding (with material that meets AASHTO M 145 for soil classification A-2)	0.85	ASTM D5321
Short-Term Seam (Peel) Strength (for 4" seam)	320 lb	USACE ^C Technical Report GL-86-19, Appendix A
Long-Term Seam (Hang) Strength ^B (for 4" seam)	160 lb	

A. Environmental Stress Crack Resistance.

B. Minimum test period of 168 hr with a temperature change from 74°F to 130°F in 1-hour cycles.

C. US Army Corps of Engineers.

Provide geocell accessories (e.g., stakes, pins, clips, staples, rings, tendons, anchors, deadmen, etc.) recommended by the Geocell Manufacturer.

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	Japanese Millet
Crownvetch	Reed Canary Grass
Pensacola Bahiagrass	Zoysia
Creeping Red Fescue	

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

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

STANDARD SPECIAL PROVISION**ERRATA**

(1-17-12) (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, Emerald Ash Borer, And Other Noxious Weeds)**

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

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

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

STANDARD SPECIAL PROVISION**AWARD OF CONTRACT**

(6-28-77)(Rev 2/16/2016)

Z-6

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

TITLE VI AND NONDISCRIMINATION**I. Title VI Assurance**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the North Carolina Department of Transportation (NCDOT) or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the NCDOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the NCDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) Withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as the NCDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the NCDOT to enter into such litigation to protect the interests of the NCDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. Title VI Nondiscrimination Program

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d, provides that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations (see Section III, Pertinent Nondiscrimination Authorities), which provide additional protections based on age, sex, disability and religion. In addition, the 1987 Civil Rights Restoration Act extends nondiscrimination coverage to all programs and activities of federal-aid recipients and contractors, including those that are not federally-funded.

Nondiscrimination Assurance

The North Carolina Department of Transportation (NCDOT) hereby gives assurance that no person shall on the ground of race, color, national origin, sex, age, and disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and any other related Civil Rights authorities, whether those programs and activities are federally funded or not.

Obligation

During the performance of this contract, the Contractor and its subcontractors are responsible for complying with NCDOT's Title VI Program. The Contractor must ensure that NCDOT's Notice of Nondiscrimination is posted in conspicuous locations accessible to all employees and subcontractors on the jobsite, along with the Contractor's own Equal Employment Opportunity (EEO) Policy Statement. The Contractor shall physically incorporate this "**TITLE VI AND NONDISCRIMINATION**" language, in its entirety, into all its subcontracts on federally-assisted and state-funded NCDOT-owned projects, and ensure its inclusion by subcontractors into all subsequent lower tier subcontracts. The Contractor and its subcontractors shall also physically incorporate the **FHWA-1273**, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only. The Contractor is also responsible for making its subcontractors aware of NCDOT's Discrimination Complaints Process, as follows:

FILING OF COMPLAINTS

1. **Applicability** – These complaint procedures apply to the beneficiaries of the NCDOT’s programs, activities, and services, including, but not limited to, members of the public, contractors, subcontractors, consultants, and other sub-recipients of federal and state funds.
2. **Eligibility** – Any person or class of persons who believes he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities, based upon race, color, sex, age, national origin, or disability, may file a written complaint with NCDOT's Civil Rights office. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative, and must be in writing.
3. **Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:
 - The date of the alleged act of discrimination; or
 - The date when the person(s) became aware of the alleged discrimination; or
 - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Title VI and other discrimination complaints may be submitted to the following entities:

- **North Carolina Department of Transportation**, Office of Equal Opportunity & Workforce Services (EOWS), External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1808 or toll free 800-522-0453
- **US Department of Transportation**, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070
 - Federal Highway Administration**, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
 - Federal Highway Administration**, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8th Floor, E81-314, Washington, DC 20590, 202-366-0693 / 366-0752
 - Federal Transit Administration**, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590
 - Federal Aviation Administration**, Office of Civil Rights, 800 Independence Avenue, SW, Washington, DC 20591, 202-267-3258
- **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228

4. **Format for Complaints** – Complaints must be in **writing** and **signed** by the complainant(s) or a representative and include the complainant’s name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages including Braille.
5. **Discrimination Complaint Form** – Contact NCDOT EOWS at the phone number above to receive a full copy of the Discrimination Complaint Form and procedures.
6. **Complaint Basis** – Allegations must be based on issues involving race, color, national origin, sex, age, or disability. The term “basis” refers to the complainant’s membership in a protected group category. Contact this office to receive a Discrimination Complaint Form.

Protected Categories	Definition	Examples	Applicable Statutes and Regulations	
			FHWA	FTA
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; Circular 4702.1B
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.		
National Origin	Place of birth. Citizenship is not a factor. Discrimination based on language or a person's accent is also covered.	Mexican, Cuban, Japanese, Vietnamese, Chinese		
Sex	Gender	Women and Men	1973 Federal-Aid Highway Act	Title IX of the Education Amendments of 1972
Age	Persons of any age	21 year old person	Age Discrimination Act of 1975	
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, paraplegic, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990	

III. Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms

“programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*, Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs, as regards the use of Disadvantaged Business Enterprises (DBEs);
- Form FHWA-1273, “Required Contract Provisions,” a collection of contract provisions and proposal notices that are generally applicable to *all Federal-aid construction projects* and must be made a part of, and physically incorporated into, *all federally-assisted contracts*, as well as appropriate subcontracts and purchase orders, particularly Sections II (Nondiscrimination) and III (Nonsegregated Facilities).

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

Z-7

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

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

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

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

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

**EMPLOYMENT GOALS FOR MINORITY
AND FEMALE PARTICIPATION**

Economic Areas

Area 023 29.7%

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

Area 024 31.7%

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

Area 025 23.5%

Columbus County
Duplin County
Onslow County
Pender County

Area 026 33.5%

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

Area 027 24.7%

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

Area 028 15.5%

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

Area 029 15.7%

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

Area 0480 8.5%

Buncombe County
Madison County

Area 030 6.3%

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

SMSA Areas

Area 5720 26.6%
Currituck County

Area 9200 20.7%
Brunswick County
New Hanover County

Area 2560 24.2%
Cumberland County

Area 6640 22.8%
Durham County
Orange County
Wake County

Area 1300 16.2%
Alamance County

Area 3120 16.4%
Davidson County
Forsyth County
Guilford County
Randolph County
Stokes County
Yadkin County

Area 1520 18.3%
Gaston County
Mecklenburg County
Union County

Goals for Female

Participation in Each Trade

(Statewide) 6.9%

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

FHWA - 1273 Electronic Version - May 1, 2012

Z-8

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
 - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
 - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions

which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered

transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

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

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

* * * * *

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

STANDARD SPECIAL PROVISION

NAME CHANGE FOR NCDENR

(1-19-16)

Z-11

Description

Wherever in the 2012 Standard Specifications, Project Special Provisions, Standard Special Provisions, Permits or Plans that reference is made to “NCDENR” or “North Carolina Department of Environment and Natural Resources”, replace with “NCDEQ” or “North Carolina Department of Environmental Quality” respectively, as the case may be.

STANDARD SPECIAL PROVISION
MINIMUM WAGES
GENERAL DECISION NC170103 01/06/2017 NC103

Z-103

Date: January 6, 2017

General Decision Number: NC170103 01/06/2017 NC103

Superseded General Decision Numbers: NC20160103

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

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

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

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

Modification Number
0

Publication Date
01/06/2017

SUNC2014-005 11/17/2014

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

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

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

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

sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

PROJECT SPECIAL PROVISIONS

GEOTECHNICAL

DRILLED PIERS (LFRD) – (5-16-17)

GT-1.1 – GT-1.2

PILES (LFRD) – (5-16-17)

GT-2.1 – GT-2.3

I-5786

GT-1.1

Johnston

DRILLED PIERS**(5-16-17)**

Revise the *2012 Standard Specifications* as follows:

Page 4-9, Article 411-1, Description, line 12, replace second sentence in the second paragraph with the following:

Define “permanent casing” as a casing that remains in the excavation and acts as a form for Drilled Pier concrete and “temporary casing” as any casing that is not permanent. Define “rock” as a continuous intact natural material with a standard penetration resistance of 0.1 ft or less per 60 blows or a rock auger penetration rate of less than 2" per 5 minutes of drilling at full crowd force or as determined by the Engineer when rock is not encountered as expected based on these criteria.

Page 4-9, Article 411-2, Materials, line 18, in materials table, replace “Grout, Nonshrink” with “Grout, Type 2”.

Page 4-9, Subarticle 411-2(A), Steel Casing, line 26, add the following after first sentence in the first paragraph:

If permanent casing is required for an excavation, the largest diameter casing in the hole is the permanent casing. This does not apply to working casings around permanent casings as approved by the Engineer.

Page 4-10, Subarticle 411-2(B)(2), Polymer Slurry, line 15 and **Page 4-11, Table 411-3**, replace with the following:

(2) Polymer Slurry

Use polymer slurry products qualified by the Department. Provide polymer slurry with density, viscosity, sand content and pH properties that meet the product requirements. The polymer slurry QPL with the property requirements for each qualified polymer slurry product is available from the Geotechnical Engineering Unit’s website.

Page 4-12, Subarticle 411-3(B), Preconstruction Meeting, line 22, replace with the following:

(A) Preconstruction Meeting

Before starting drilled pier construction, hold a preconstruction meeting to discuss the installation, monitoring and inspection of the drilled piers. Schedule this meeting after the Drilled Pier Contractor mobilizes to the site. If this meeting occurs before all drilled pier submittals have been accepted, additional preconstruction meetings may be required before beginning construction of drilled piers without accepted submittals. The Resident or Bridge Maintenance Engineer, Bridge Construction Engineer, Geotechnical Operations Engineer, Contractor and Drilled Pier Contractor Superintendent will attend preconstruction meetings.

Page 4-12, Article 411-4, Construction Methods, lines 37-39, replace with the following:

I-5786

GT-1.2

Johnston

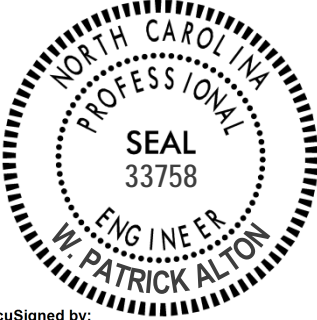
For drilled piers constructed with slurry or permanent casings, the pier diameter may be 2" less than the design pier diameter shown in the plans. For all other drilled piers, construct piers with the minimum required diameters shown in the plans except for portions of drilled piers in rock which may be 2" less than the design pier diameter.

Page 4-13, Subarticle 411-4(A), Excavation, line 11, add the following after second sentence in the third paragraph:

See Articles 107-11 and 107-12 for protection of public and private property and control of siltation, dust and air and water pollution from blasting, drilling and excavating with down-the-hole hammers.

Page 4-21, Article 411-7, Measurement and Payment, line 7-8, add "except no payment will be made for *SPT Testing* to determine if temporary casing is necessary."

6/8/2017



DocuSigned by:

W. Patrick Alton

A270EF78A6DF442...

I-5786

GT-2.1

Johnston

PILES**(5-16-17)**

Revise the *2012 Standard Specifications* as follows:

Page 4-70, Article 450-2, Materials, line 2, in the materials table, replace “Neat Cement Grout, Nonshrink” with “Neat Cement Grout, Type 1”.

Page 4-70, Article 450-2, Materials, line 8, in the last sentence of the second paragraph, replace “approved by the Materials and Tests Unit.” with “that are on the NCDOT Approved Products List.”

Page 4-71, Subarticle 450-3(D), Driven Piles, line 10, add the following after the first sentence of the third paragraph.

Use AASHTO driving stress limits for severe corrosive environments when calcium nitrite corrosion inhibitor is required for prestressed concrete piles.

Page 4-72, Subarticle 450-3(D)(3), Required Driving Resistance, lines 26-30, replace first paragraph with the following:

The Engineer will determine if the proposed pile driving methods and equipment are acceptable and provide the blows/ft and equivalent set for the required driving resistance noted in the plans, i.e., “pile driving criteria” except for structures with pile driving analyzer (PDA) testing. For structures with PDA testing, provide pile driving criteria for any bents and end bents with piles in accordance with Subarticle 450-3(F)(4).

Page 4-73, Subarticle 450-3(E)(1), Pile Excavation, lines 19-20, in the third sentence of the second paragraph, replace “use smooth or corrugated clean watertight steel casings” with “use smooth non-corrugated clean watertight steel casings”.

Page 4-73, Subarticle 450-3(F), Pile Driving Analyzer, lines 45-48, replace third paragraph with the following:

The Engineer will complete the review of the proposed pile driving methods and equipment within 7 days of receiving PDA reports and pile driving criteria. Do not place concrete for caps or footings on piles until PDA reports and pile driving criteria have been accepted.

Page 4-75, Subarticle 450-3(F), Pile Driving Analyzer, line 21, add the following to the end of Article 450-3:

(4) Pile Driving Criteria

Analyze pile driving with the GRL Wave Equation Analysis Program (GRLWEAP) manufactured by Pile Dynamics, Inc. Use the same PDA Consultant that provides PDA reports to perform GRLWEAP analyses and develop pile driving criteria. Provide driving criteria sealed by an engineer approved as a Project Engineer (key person) for the same

PDA Consultant.

Analyze pile driving so driving stresses, energy transfer, ram stroke and blows/ft from PDA testing and resistances from CAPWAP analyses correlate to GRLWEAP models. Provide pile driving criteria for each combination of required driving resistance and pile length installed for all pile types and sizes. Submit 2 copies of pile driving criteria with PDA reports. Include the following for driving criteria:

- (a) Project information in accordance with Subarticle 450-3(F)(3)(a)
- (b) Table showing blows/ft and equivalent set vs. either stroke for multiple strokes in increments of 6" or bounce chamber pressure for multiple pressures in increments of 1 psi
- (c) Maximum stroke or blows/ft or pile cushion requirements to prevent overstressing piles as needed
- (d) GRLWEAP software version information
- (e) PDF copy of all pile driving criteria and executable GRLWEAP input and output files

Page 4-75, Article 450-4, Measurement and Payment, line 24, add the following after the first paragraph:

Pile Driving Equipment Setup for ____ Prestressed Concrete Piles, Pile Driving Equipment Setup for ____ Steel Piles and Pile Driving Equipment Setup for ____ Galvanized Steel Piles will be measured and paid in units of each. Setting up equipment to drive piles will be measured as one per pile. No payment will be made for pile driving equipment setup for installed piles that are not driven. The contract unit price for *Pile Driving Equipment Setup for ____ Prestressed Concrete Piles, Pile Driving Equipment Setup for ____ Steel Piles and Pile Driving Equipment Setup for ____ Galvanized Steel Piles* will be full compensation for mobilizing and demobilizing pile driving equipment, personnel, supplies and incidentals, setting up and breaking down pile driving equipment, e.g., pile hammer, crane, template, etc. and submitting the proposed pile driving methods and equipment.

Page 4-75, Article 450-4, Measurement and Payment, line 31, in the fifth sentence of the second paragraph, replace “driving piles” with “furnishing and installing piles except for the items paid for separately in this article”

Page 4-76, Article 450-4, Measurement and Payment, lines 27-29, replace third sentence of the sixth paragraph with the following:

The contract unit price for *PDA Testing* will be full compensation for performing PDA testing the first time a pile is tested, performing CAPWAP analysis on data collected during initial drive, restrikes and redrives, providing PDA reports, performing GRLWEAP analysis and developing and providing pile driving criteria.

Page 4-76, Article 450-4, Measurement and Payment, line 33, add the following after the list headings:

I-5786

GT-2.3

Johnston

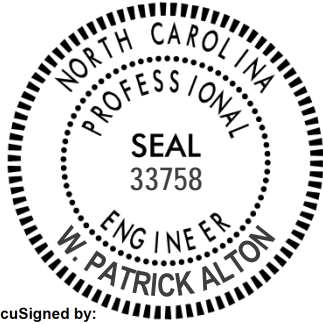
Pay Item

Pile Driving Equipment Setup for ____ Prestressed Concrete Piles
Pile Driving Equipment Setup for ____ Steel Piles
Pile Driving Equipment Setup for ____ Galvanized Steel Piles

6/8/2017

Pay Unit

Each
Each
Each



DocuSigned by:

W. Patrick Alton

A270EF78A6DF442...

**WORK ZONE TRAFFIC CONTROL
PROJECT SPECIAL PROVISIONS**

LAW ENFORCEMENT - (5-1-13)	TC-1
WORK ZONE DIGITAL SPEED LIMIT SIGNS - (10-8-16)	TC-2 – TC-4
SEQUENTIAL FLASHING WARNING LIGHTS - (10-8-16)	TC-5 – TC-6
WORK ZONE PRESENCE LIGHTING - (12-5-16)	TC-7 – TC-8

TC-1

TIP# I-5786

Johnston County

WORK ZONE TRAFFIC CONTROL Project Special Provisions

Law Enforcement:

(05/14/2013)

Description

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

Construction Methods

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

Measurement and Payment

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

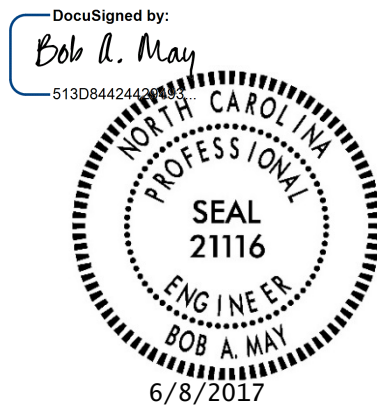
Payment will be made under:

Pay Item

Law Enforcement

Pay Unit

Hour



WORK ZONE TRAFFIC CONTROL
Project Special Provisions

WORK ZONE DIGITAL SPEED LIMIT SIGNS:

(10/08/2016)

Description

Furnish and install Work Zone Digital Speed Limit Signs on interstates and freeways with speed limits greater than 55 MPH and or facilities that have significant traffic volumes and impacts. These signs are regulatory speed limit signs with LED displays for the speed limit numbers. The purpose of Digital Speed Limit signs is to easily change work zone speed limits between activities that necessitate the need for a lower speed limit and the ones that do not.

Materials

Digital Speed Limit Signs shall be a minimum 36" wide x 48" high. The speed limit sign (R2-1) shall be black on white with high intensity white prismatic sheeting.

The Digital Speed Limit sign shall be mounted such that the bottom of the sign is 7' above roadway.

The LED panel shall be a minimum of 18" wide x 28" high. The display on the LED panel shall be amber or white.

The LED numbers shall have a minimum 5 wide by 7 high pixel array with a minimum height of 18".

The LED panel shall have auto brightness/dimming capability.

The black on orange "WORK ZONE" sign shall be mounted above the Speed Limit sign. It shall be 36" wide x 24" high with high intensity prismatic orange sheeting.

The black on white "\$250 FINE" sign shall be mounted below the Speed Limit sign. It shall be 36" wide x 24" high with high intensity prismatic white sheeting.

All digital speed limit systems shall have operational software and wireless communications that allows for remote operation and data monitoring. It shall be configured to allow access by the Engineer or his designee to change each sign independently or change the speed limit on all signs at once from a PC, tablet or cellular phone application.

Digital Speed Limit Signs may be trailer mounted or stationary mounted. The unit shall be Solar powered and have the ability to operate continuously. It shall be supplemented with a battery backup system which includes a 110/120 VAC powered on-board charging system.

The batteries, when fully charged; shall be capable of powering the display for 20 continuous days with no solar power. The unit shall be capable of being powered by standard 110/120 VAC power source.

Store the battery bank and charging system in a lockable, weather and vandal resistant box.

Optional Equipment/Capabilities

Work Zone Digital Speed Limit systems may include speed data collection. If provided, this information is to be available in a spreadsheet format and accessed remotely from a secure cloud location.

The Work Zone Digital Speed Limit systems may have radar equipment to detect approaching speeds.

The Work Zone Digital Speed Limit systems may have flashing beacons. If used, the beacons are to be 12" diameter LED circular yellow. They may be mounted either above, beside or below the sign assemblies and are to be centered horizontally. If used, the beacons shall alternately flash at rates not less than 50 or more than 60 times per minute.

All Work Zone Digital Speed Limit equipment shall be on the NCDOT Work Zone Traffic Control Approved Products List.

Construction

Methods

The Speed Limit shall be continuously displayed on the signs. The speed limits are the sole authority of the NCDOT. All speed limits are to be ordinances by the State Traffic Engineer in order to have a lawfully enforceable speed limit.

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

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

If the system has radar equipment and flashing beacons, the Digital Speed Limit systems shall have beacons activated when the "55 MPH" speed limit is being displayed. At all other speed limit displays (60 MPH, 65 MPH, 70 MPH), the beacons are not to be automatically activated until approaching speeds are detected to be 7 MPH or higher above the posted speed limit.

Whenever possible, each trailer mounted unit shall be placed on the paved shoulder and shall have the capability of being leveled.

Measurement and Payment

The measurement for the Work Zone Digital Speed Limit Signs is made according to the number of Work Zone Digital Speed Limit signs required per the spacing requirements according to the attached drawing. Payment will be made for the maximum number of Work Zone Digital Speed Limit signs satisfactorily installed and properly functioning at any one time during the life of the project.

This includes all materials and labor to install, maintain and remove all the Work Zone Digital Speed Limit Units.

Pay Item
Work Zone Digital Speed Limit Signs

Pay Unit
Each



TIP# I-5786

Johnston County

WORK ZONE TRAFFIC CONTROL
Project Special Provisions

SEQUENTIAL FLASHING WARNING LIGHTS:

(10/08/2016)

Description

Furnish and install Sequential Flashing Warning Lights on drums used for merging tapers during nightly work activities on interstates and freeways with speed limits greater than 55 MPH and or facilities that have significant traffic volumes.

The purpose of these lights is to assist the motorist in determining which direction to merge when approaching a lane closure. It's also designed to reduce the number of late merges resulting in devices being struck and having to be reset to maintain positive guidance at the merge point. The successive flashing of the lights shall occur from the upstream end of the merging taper to the downstream end of the merging taper in order to identify the desired vehicle path.

Materials

The Sequential Flashing Warning Lights shall meet all of the requirements for warning lights within the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

Each light unit shall be capable of operating fully and continuously for a minimum of 200 hours when equipped with a standard battery set.

Each light in the sequence shall be flashed at a rate of not less than 55 times per minute and not more than 75 times per minute. The flash rate and flash duration shall be consistent throughout the sequence.

Supply a Type 3 Certification (Independent Test Lab results) documenting all actual test results for the specified parameters contained in the Institute of Transportation Engineer's (ITE's) *Purchase Specification for Flashing and Steady Burn Warning Lights*. The laboratory shall also identify all manufacturer codes and part numbers for the incandescent lamp or LED clusters, lenses, battery, and circuitry, and the total width of the light with the battery in place. The complete assembly shall be certified as crashworthy when firmly affixed to the channelizing device.

All Sequential Flashing Warning Lights shall be on the NCDOT Work Zone Traffic Control Approved Products List.

Construction Methods

Sequential Flashing Warning Lights are to be used for night time lane closures.

TIP# I-5786

Johnston County

These lights shall flash sequentially beginning with the first light and continuing until the final light.

The Sequential Flashing Warning Lights shall automatically flash in sequence when placed on the drums that form the merging taper.

The number of lights used in the drum taper shall equal the number of drums used in the taper.

Drums are the only channelizing device allowed to mount sequential flashing warning lights.

The Sequential Flashing Warning Lights shall be weather independent and visual obstructions shall not interfere with the operation of the lights.

The Sequential Flashing Warning Lights shall automatically sequence when placed in line in an open area with a distance between lights of 10 to 100 feet. A 10 foot stagger in the line of lights shall have no adverse effect on the operation of the lights.

If one light fails, the flashing sequence shall continue. If more than 1 light fails, all of the lights are to be automatically turned to the "off" mode. Non-sequential flashing is prohibited.

When lane closures are not in effect, the Sequential Flashing Warning Lights shall be deactivated.

Measurement and Payment

Sequential Flashing Warning Lights will be measured and paid as the maximum number of sequential flashing warning lights satisfactorily installed and properly functioning at any one time during the life of the project.

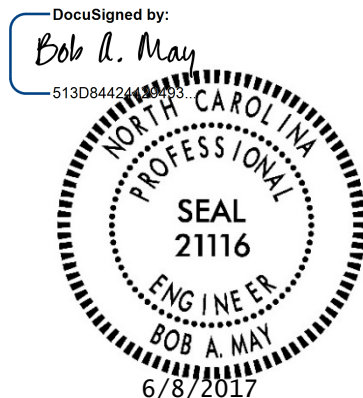
This includes all materials and labor to install, maintain and remove all Sequential Flashing Warning Lights.

Pay Item

Pay Unit

Sequential Flashing Warning Lights

Each



TIP# I-5786

Johnston County

WORK ZONE TRAFFIC CONTROL
Project Special Provisions

WORK ZONE PRESENCE LIGHTING:

(12/05/2016)

Description

Furnish and install Work Zone Presence Lighting to supplement the Contractor's task (Portable Construction Lighting) and equipment lighting during work activities at night on high speed (greater than 55 MPH) facilities and/or facilities that have significant traffic volumes and impacts. The purpose of this additional lighting is to alert the motorist to the existence of an "active" work zone and to assist in compliance of the work zone speed limit by providing lighting in advance and throughout the length of the lane closure.

Materials

Anti-glare lighting systems are required. They are in addition to the Contractors' portable construction lighting. These devices shall be installed in accordance with the attached drawing and Manufacturer's recommendations.

All Work Zone Presence Lighting shall be supplied with a power source to provide the light output as described in the chart below.

All Work Zone Presence Lighting equipment shall be on the NCDOT Work Zone Traffic Control Approved Products List.

Construction Methods

Work Zone Presence Lighting is to provide lighting to areas of the lane closure where there is an absence of the Contractor's task lighting. If the Contractor provides sufficient task lighting to meet the luminance requirements of Section 1413-3 of the 2012 NCDOT Standard Specifications for the full length of the lane closure, or if there is sufficient existing overhead lighting, Work Zone Presence Lighting may be eliminated as directed by the Engineer. Work Zone Presence Lighting shall not conflict with the Contractor's lighting or work operations.

Each light unit shall be capable of providing a minimum of 50,000 lumens illuminating a minimum area of approximately 20,000 square feet. The light shall be capable of being elevated to a height of 14 feet above the pavement. The lighting units shall be installed inside the full length of the lane closure as shown on the attached drawing and spaced according to the chart.

TIP# I-5786

Johnston County

SPACING CHART

Light Output (Lumens)	Minimum Lighted Fixture Area (Square Feet)	Maximum Spacing (Feet)	Light Units (Per Mile)
50,000 to 65,000	5.5	750'	6
66,000 to 80,000	5.5	1,000'	5
81,000 to 100,000	36	1,250	4

Each light unit shall be installed along with the lane closure traffic control devices and moved as necessary to allow for efficient paving operations to take place as well as to not interfere with the Contractor's ability to light the work area.

Whenever possible, each light unit shall be placed on the 10' paved shoulder according to the above spacing based on the amount of light output for each unit. Each light unit support structure or mounting stand shall have the capability of being leveled.

Measurement and Payment

Work Zone Presence Lighting will be measured by the number of lighting units required per the spacing requirements and the attached drawing. Payment will be made for the maximum number of Work Zone Presence Lighting units satisfactorily installed and properly functioning at any one time during the life of the project. No measurement or separate payment will be made for power generators.

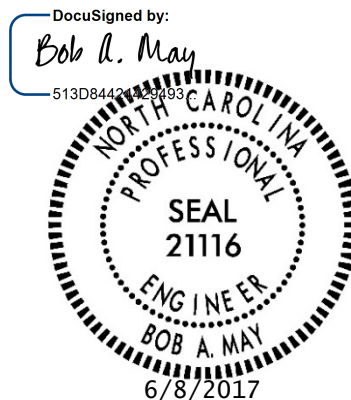
This includes all materials and labor to install, maintain and remove all the Work Zone Presence Lighting Units from the lane closure/s on a nightly basis.

Pay Item

Work Zone Presence Lighting

Pay Unit

Each



STABILIZATION REQUIREMENTS:

(3-11-2016)

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

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

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

SEEDING AND MULCHING:**(East)**

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

All Roadway Areas

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

Waste and Borrow Locations

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

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

Approved Tall Fescue Cultivars

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

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

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

TEMPORARY SEEDING:

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

FERTILIZER TOPDRESSING:

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

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

SUPPLEMENTAL SEEDING:

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

MOWING:

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

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.

NATIVE GRASS SEEDING AND MULCHING:**(East)**

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

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

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

Approved Creeping Red Fescue Cultivars:

Aberdeen

Boreal

Epic

Cindy Lou

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

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

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 shall be 4 inches.

Measurement and Payment

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

All areas seeded and mulched shall be tacked with asphalt. Crimping of straw in lieu of asphalt tack shall not be allowed on this project.

CRIMPING STRAW MULCH:

Crimping shall be required on this project adjacent to any section of roadway where traffic is to be maintained or allowed during construction. In areas within six feet of the edge of pavement, straw is to be applied and then crimped. After the crimping operation is complete, an additional application of straw shall be applied and immediately tacked with a sufficient amount of undiluted emulsified asphalt.

Straw mulch shall be of sufficient length and quality to withstand the crimping operation.

Crimping equipment including power source shall be subject to the approval of the Engineer providing that maximum spacing of crimper blades shall not exceed 8".

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
SP	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
SP	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 Form 1675. 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

ENVIRONMENTALLY SENSITIVE AREAS:**Description**

This project is located in an *Environmentally Sensitive Area*. This designation requires special procedures to be used for clearing and grubbing, temporary stream crossings, and grading operations within the Environmentally Sensitive Areas identified on the plans and as designated by the Engineer. This also requires special procedures to be used for seeding and mulching and staged seeding within the project.

The Environmentally Sensitive Area shall be defined as a 50-foot buffer zone on both sides of the stream or depression measured from top of streambank or center of depression.

Construction Methods**(A) Clearing and Grubbing**

In areas identified as Environmentally Sensitive Areas, the Contractor may perform clearing operations, but not grubbing operations until immediately prior to beginning grading operations as described in Article 200-1 of the *Standard Specifications*. Only clearing operations (not grubbing) shall be allowed in this buffer zone until immediately prior to beginning grading operations. Erosion control devices shall be installed immediately following the clearing operation.

(B) Grading

Once grading operations begin in identified Environmentally Sensitive Areas, work shall progress in a continuous manner until complete. All construction within these areas shall progress in a continuous manner such that each phase is complete and areas are permanently stabilized prior to beginning of next phase. Failure on the part of the Contractor to complete any phase of construction in a continuous manner in Environmentally Sensitive Areas will be just cause for the Engineer to direct the suspension of work in accordance with Article 108-7 of the *Standard Specifications*.

(C) Temporary Stream Crossings

Any crossing of streams within the limits of this project shall be accomplished in accordance with the requirements of Subarticle 107-12 of the *Standard Specifications*.

(D) Seeding and Mulching

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

Seeding and mulching shall be performed on the areas disturbed by construction immediately following final grade establishment. No appreciable time shall lapse into the contract time without stabilization of slopes, ditches and other areas within the Environmentally Sensitive Areas.

(E) Stage Seeding

The work covered by this section shall consist of the establishment of a vegetative cover on cut and fill slopes as grading progresses. Seeding and mulching shall be done in stages on cut and fill slopes that are greater than 20 feet in height measured along the slope, or greater than 2 acres in area. Each stage shall not exceed the limits stated above.

Additional payments will not be made for the requirements of this section, as the cost for this work shall be included in the contract unit prices for the work involved.

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.

SAFETY FENCE AND JURISDICTIONAL FLAGGING:**Description**

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

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

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

Materials**(A) Safety Fencing**

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

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

(B) Boundary Flagging

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

Construction Methods

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

(A) Safety Fencing

Posts shall be set at a maximum spacing of 10 ft., maintained in a vertical position and hand set or set with a post driver. Posts shall be installed a minimum of 2 ft. into the ground. If hand set, all backfill material shall be thoroughly tamped. Wood posts may be sharpened to a dull point if power driven. Posts damaged by power driving shall be removed and replaced prior to final

acceptance. The tops of all wood posts shall be cut at a 30-degree angle. The wood posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected.

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

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

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

(B) Boundary Flagging

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

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

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

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

Measurement and Payment

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

Payment will be made under:

Pay Item
Safety Fence

Pay Unit
Linear Foot

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

Coir Fiber Mat

Pay Unit

Square Yard

CONCRETE WASHOUT STRUCTURE:

(12-01-15)

Description

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

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

Materials

Item	Section
Temporary Silt Fence	1605

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

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

Construction Methods

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

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

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

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

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

Alternate details for accommodating concrete washout may be submitted for review and approval.

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

Maintenance and Removal

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

Inspect concrete washout structures for damage and maintain for effectiveness.

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

Measurement and Payment

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

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

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

Payment will be made under:

Pay Item	Pay Unit
Concrete Washout Structure	Each

WATTLE:**Description**

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

Materials

Wattle shall meet the following specifications:

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

Anchors: Stakes shall be used as anchors.

Wooden Stakes:

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

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

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

Construction Methods

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

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

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

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

Measurement and Payment

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

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

Payment will be made under:

Pay Item	Pay Unit
Wattle	Linear Foot

ST-1

Project I-5786

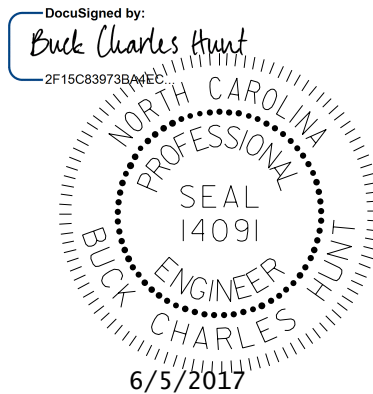
Johnston County

Project Special Provisions Structures and Culverts

Table of Contents

	Page #
Maintenance and Protection of Traffic Beneath Proposed Structures at Station 17+77.11 -Y1 - And 20+25.64 -Y4- (8-13-04)	----- ST-2
Placing Load on Structure Members (11-17-12)	----- ST-2
Steel Reinforced Elastomeric Bearings (6-22-16)	----- ST-3
Disc Bearings (2-13-14)	----- ST-3
Thermal Sprayed Coatings (Metallization) (9-30-11)	----- ST-8
Elastomeric Concrete (9-27-12)	----- ST-9
Foam Joint Seals (9-27-12)	----- ST-12
Falsework and Formwork (4-5-12)	----- ST-15
Submittal of Working Drawings (6-19-15)	----- ST-21
Crane Safety (8-15-05)	----- ST-28
Grout for Structures (9-30-11)	----- ST-28
Asbestos Assessment for Bridge Demolition and Renovation Activities (12-30-15)	----- ST-30

For Piles and Drilled Piers, see Geotechnical Special Provisions



1223 Jones Franklin Rd.
Raleigh, NC 27606
License No. F-0377

ST-2**Project I-5786****Johnston County****MAINTENANCE AND PROTECTION OF TRAFFIC BENEATH (8-13-04)**
PROPOSED STRUCTURE AT STATIONS 17+77.11 -Y1- AND 20+25.64 -Y4-**1.0 GENERAL**

Maintain traffic on I-95 as shown in Traffic Control Plans and as directed by the Engineer.

Provide a minimum temporary vertical clearance of 17'-6" at all times during construction.

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

2.0 PROTECTION OF TRAFFIC

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

3.0 BRACING GIRDERS

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

4.0 BASIS OF PAYMENT

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

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

The 2012 Standard Specifications shall be revised as follows:

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

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

ST-3**Project I-5786****Johnston County****STEEL REINFORCED ELASTOMERIC BEARINGS****(6-22-16)**

The 2012 Standard Specifications shall be revised as follows:

In **Section 1079-2(A) – Elastomeric Bearings** add the following after the second paragraph:

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

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

DISC BEARINGS**(2-3-14)****1.0 GENERAL**

This item consists of furnishing, fabrication and installation of disc bearings in accordance with AASHTO LRFD Bridge Design Specifications, the Standard Specifications, the recommendations of the manufacturer, the details shown on the plans and as specified herein. Disc Bearings consist of a polyether urethane structural element (elastomeric disc) confined by upper and lower steel bearing plates. Equip disc bearings with a shear restriction mechanism (shear pin) to prevent movement of the disc. Supply disc bearings as fixed bearings and guided expansion bearings as designated by the Contract Documents.

Fixed disc bearings allow rotation but no longitudinal or transverse movement in the bearing plane. Fixed bearings consist of a steel sole plate, an elastomeric disc, a shear pin, a steel upper bearing plate, a steel lower bearing plate, a steel masonry plate, a preformed bearing pad, anchor bolts, nuts and washers.

Guided expansion disc bearings allow rotation and only longitudinal movement in the bearing plane. Guided expansion disc bearings consist of a steel sole plate, a polished stainless steel sheet welded to the bottom of the sole plate within the sliding region, a steel upper bearing plate, a layer of virgin polytetrafluoroethylene (PTFE) material bonded to the top and sides of the upper plate within the sliding regions, guide bars welded to the bottom of the sole plate surrounding the sliding region to restrict transverse movement, polished stainless steel sheets welded to the sides of the guide bars within the sliding regions, an elastomeric disc, a shear pin, a steel lower bearing plate, a steel masonry plate, a preformed bearing pad, anchor bolts, nuts, washers, pipe sleeves, a closure plate, grout and various sizes of standard pipe, and any other necessary material as detailed on the plans. Align the stainless steel sheet on the bottom of the sole plate with the PTFE material on the top of the upper bearing plate. Align the PTFE material on the sides of the upper bearing plate with the stainless steel sheets on the sides of the guide bars.

2.0 MATERIALS

Use disc bearings produced by the same manufacturer.

Use AASHTO M270 Grade 50W (345W) or Grade 50 (345) for all steel plates except the stainless steel sheets in the disc bearings. Clean, coat, and seal the plates in the disc bearing assemblies except for the areas with special facings and the areas that come in contact with the elastomer disc, in accordance with the Special Provision for "Thermal Sprayed Coatings (Metallization)". The surfaces shall be coated to a thickness of 8 mils minimum on all external parts. Repair surfaces that are abraded or damaged after the application of metallizing in accordance with the Special Provision for "Thermal Sprayed Coatings (Metallization)".

Provide anchor bolts and nuts in accordance with the Standard Specifications.

When the maximum plan dimension of the sheet is 12" or less, provide a stainless steel sheet in expansion disc bearings that is at least 16 gage or 1/16". When the maximum plan dimension is greater than 12", provide a stainless steel sheet that is at least 11 gage or 1/8". Ensure that all stainless steel sheets are in conformance with ASTM A240/A167 Type 304 and polished to a minimum #8 mirror surface finish.

Blast clean the surfaces of the steel sole plate and the steel guide bars that will be attached to the stainless steel sheets to a near white condition in accordance with the Standard Specifications. Position and clamp the back of the stainless steel sheets in contact with the steel sole plate and the steel guide bars. Apply the stainless steel sheets to the blast cleaned surfaces of the steel sole plate and the steel guide bars as soon as possible after blasting and before any visible oxidation of the blast cleaned surfaces occurs. Weld the stainless steel sheets continuously around the perimeter using a tungsten inert gas, wire-fed welder.

For the PTFE sheets bonded to the top and side sliding surfaces of the steel upper bearing plate, used as mating surfaces for the stainless steel sheets attached to the steel sole plate and the guide bars, provide an unfilled virgin PTFE sheet (recessed) or a glass-fiber filled PTFE sheet, resulting from skiving billets formed under hydraulic pressure and heat. Provide resin that conforms to the requirements of ASTM D4894 or D4895.

To bond the PTFE sheets and the steel upper bearing plate, use heat cured high temperature epoxy capable of withstanding temperature of -320°F to 500°F.

Weld the guide bars in expansion bearings to the bottom of the sole plate. Alternatively, integrate the guide bars and sole plate from the same piece of steel, ensuring that the required dimensions are provided. Provide 1/16" clearances between the stainless steel sheets attached to the side sliding surfaces of the guide bars and the PTFE sheet attached to the side sliding surface of the steel upper bearing plate.

Mold the polyether urethane structural element (elastomeric disc) from a polyether urethane compound. The top and bottom surfaces of the disc shall be roughened. Ensure that the physical properties of the polyether urethane conform to the following requirements:

ST-5**Project I-5786****Johnston County**

Physical Property	ASTM Test Method	Requirements	
		Min.	Max.
Hardness, Type D Durometer	D2240	60	64
Tensile Stress psi At 100% elongation At 200% elongation	D412	2000 3700	-----
Tensile Strength psi	D412	5000	-----
Ultimate Elongation %	D412	220	-----
Compression Set % 22 hrs. at 158°F	D395	-----	40

3.0 DESIGN

Design the disc bearings for the loads and movements shown on the contract plans. However, use the anchor bolt size, length, spacing and masonry plate thickness as shown on the contract plans and provide an overall bearing height within ½ inch of the bearing assembly height shown on the contract plans. Either combine and cast the sole plate and upper bearing plate (for fixed bearings), the sole plate and guide bars (for expansion bearings), and the lower bearing plate and masonry plate (for fixed and expansion bearings) as a single unit or weld together prior to the installation of the disc.

Ensure access and removal of anchor bolt nut is not in conflict with the upper bearing plate, guide bars or sole plate.

When designing the bearings, use the following allowable bearing stresses:

On polyether urethane structural element: 5000 psi

On PTFE Sliding Surface, filled or unfilled PTFE (recessed): 3500 psi

Submit eight sets of shop drawings and one set of design calculations for review, comments and acceptance. Have a North Carolina Registered Professional Engineer check and seal the shop drawings and design calculations.

After the Engineer reviews the drawings and, if necessary, corrections are made, submit one 22" x 34" reproducible set of the working drawings.

4.0 SAMPLING AND TESTING

Sampling

The manufacturer is responsible for randomly selecting and testing sample bearings from completed lots of bearings. The manufacturer is also responsible for certifying that the completed bearings and their components have been tested and are in compliance with the requirements of this Special Provision. The manufacturer shall furnish the results of the tests to the Materials and Tests Engineer.

B. Testing

Proof Load Test

Load a test bearing to 150% of the bearing's rated design capacity and simultaneously subject it to a rotational range of 0.02 radians (1.146°) for a period of 1 hour.

Have the bearing visually examined both during the test and upon disassembly after the test. Any resultant visual defects, such as extruded or deformed elastomer or PTFE, damaged seals or rings, or cracked steel is cause for rejection.

Keep continuous and uniform contact between the polyether urethane element and the bearing plates and between the stainless steel sheets and the PTFE sheets (for expansion bearings) for the duration of the test. Any observed lift-off or separation is cause for rejection.

Sliding Coefficient of Friction

For all guided expansion bearings, measure the sliding coefficient of friction at the bearing's design capacity in accordance with the test method described below, and on the fifth and fiftieth cycles, at a sliding speed of 1 in/min.

Calculate the sliding coefficient of friction as the horizontal load required to maintain continuous sliding of one bearing, divided by the bearing's vertical design capacity.

The test results are evaluated as follows:

A maximum measured sliding coefficient of friction of 3%.

A visual examination both during and after the test. Any resultant visual defects, such as bond failure, physical destruction, cold flow of PTFE to the point of debonding, or damaged components is cause for rejection of the lot.

Using undamaged test bearings in the work is permitted.

Test Method

ST-7

Project I-5786

Johnston County

The test method and equipment shall meet the following requirements:

- a. Arrange the test to determine the coefficient of friction on the first movement of the manufactured bearing.
- b. Clean the bearing surface prior to testing.
- c. Conduct the test at maximum working stress for the PTFE surface with the test load applied continuously for 12 hours prior to measuring friction.
- d. Determine the first movement static and dynamic coefficient of friction of the test bearing at a sliding speed of less than 1 in/min, not to exceed:
0.04 unfilled PTFE
0.08 filled PTFE
- e. Subject the bearing specimen to 100 movements of at least 1 inch of relative movement and, if the test facility permits, the full design movement at a speed of less than 1 ft/min. Following this test determine the static and kinetic coefficient of friction again. The specimen is considered a failure if it exceeds the values measured in (d) above or if it shows any signs of bond failure or other defects.

Bearings represented by test specimens passing the above requirements are approved for use in the structure subject to on-site inspection for visible defects.

5.0 INSTALLATION

Store disc bearings delivered to the bridge site upright and under cover on a platform above the ground surface. Protect the bearings from injury at all times and, before placing the bearings, dry and clean all dirt, oil, grease or other foreign substances from the bearing. Do not disassemble the bearings during installation, except at the manufacturer's direction. Lift bearing assemblies by their bottom surfaces only, unless lifting brackets that have been designed and approved by the manufacturer are used. Ensure that the polyether urethane disc is not exposed to direct flame or sparks. Place the bearings in accordance with the recommendations of the manufacturer, Contract Drawings, and as directed by the Engineer. If there is any discrepancy between the recommendations of the manufacturer, Special Provisions, and Contract Drawings, the Engineer is the sole judge in reconciling any such discrepancy.

Provide preformed bearing pads under the masonry plates in accordance with Article 1079-1 of the Standard Specifications.

Do not install any bearing before the Engineer approves it.

6.0 BASIS OF PAYMENT

Payment for all disc bearings will be at the lump sum contract price bid for "Disc Bearings" which includes full compensation for furnishing all disc bearings, labor,

ST-8**Project I-5786****Johnston County**

materials, tools, equipment, testing and incidentals required to complete the work in accordance with the Standard Specifications, this Special Provision, the manufacturer's requirements and as directed by the Engineer.

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

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

2.0 QUALIFICATIONS

Only use NCDOT approved TSC Contractors meeting the following requirements:

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

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

3.0 MATERIALS

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

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

4.0 SURFACE PREPARATION AND TSC APPLICATION

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

ST-9**Project I-5786****Johnston County**

the thermal sprayed coating only when the surface temperature of the steel is at least 5°F above the dew point.

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

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

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

When noted on the plans or as specified in the above chart, apply the sealer to all metallized surfaces in accordance with the manufacturer's recommendations and these provisions. Apply the seal coat only when the air temperature is above 40°F and the surface temperature of the steel is at least 5°F above the dew point. If the sealer is not applied within eight hours after the final application of TSC, the applicator verifies acceptable TSC surfaces and obtains approval from the Engineer before applying the sealer.

5.0 INSPECTION FREQUENCY

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

ELASTOMERIC CONCRETE**(9-27-12)****1.0 DESCRIPTION**

Elastomeric concrete is a mixture of a two-part polymer consisting of polyurethane and/or epoxy and kiln-dried aggregate. Provide an elastomeric concrete and binder system that is preapproved. Use the concrete in the blocked out areas on both sides of the bridge deck joints as indicated on the plans.

2.0 MATERIALS

ST-10**Project I-5786****Johnston County**

Provide materials that comply with the following minimum requirements at 14 days (or at the end of the specified curing time).

ELASTOMERIC CONCRETE PROPERTIES	TEST METHOD	MINIMUM REQUIREMENT
Compressive Strength, psi	ASTM D695	2000
5% Deflection Resilience	ASTM D695	95
Splitting Tensile Strength, psi	ASTM D3967	625
Bond Strength to Concrete, psi	ASTM D882 (D882M)	450
Durometer Hardness	ASTM D2240	50

BINDER PROPERTIES (without aggregate)	TEST METHOD	MINIMUM REQUIREMENT
Tensile Strength, psi	ASTM D638	1000
Ultimate Elongation	ASTM D638	150%
Tear Resistance, lb/in	ASTM D624	200

In addition to the requirements above, the elastomeric concrete must be resistant to water, chemical, UV and ozone exposure and withstand temperature extremes. Elastomeric concrete systems requiring preheated aggregates are not allowed.

3.0 PREQUALIFICATION

Manufacturers of elastomeric concrete materials shall submit samples (including aggregate, primer and binder materials) and a Type 3 certification in accordance with Article 106-3 of the Standard Specifications for prequalification to:

North Carolina Department of Transportation
Materials and Tests Unit
1801 Blue Ridge Road
Raleigh, NC 27607

Prequalification will be determined for the system. Individual components will not be evaluated, nor will individual components of previously evaluated systems be deemed prequalified for use.

The submitted binder (a minimum volume of 1 gallon) and corresponding aggregate samples will be evaluated for compliance with the Materials requirements specified above. Systems satisfying all of the Materials requirements will be prequalified for a one year

ST-11

Project I-5786

Johnston County

period. Before the end of this period new product samples shall be resubmitted for prequalification evaluation.

If, at any time, any formulation or component modifications are made to a prequalified system that system will no longer be approved for use.

4.0 INSTALLATION

The elastomeric concrete shall not be placed until the reinforced concrete deck slab has cured for seven full days and reached a minimum strength of 3000 psi.

Provide a manufacturer's representative at the bridge site during the installation of the elastomeric concrete to ensure that all steps being performed comply with all manufacturer installation requirements including, but not limited to weather conditions (ambient temperature, relative humidity, precipitation, wind, etc), concrete deck surface preparation, binder and aggregate mixing, primer application, elastomeric concrete placement, curing conditions and minimum curing time before joint exposure to traffic. Do not place elastomeric concrete if the ambient air or surface temperature is below 45°F.

Prepare the concrete surface within 48 hours prior to placing the elastomeric concrete. Before placing the elastomeric concrete, all concrete surfaces shall be thoroughly cleaned and dry. Sandblast the concrete surface in the blockout and clear the surface of all loose debris. Do not place the elastomeric concrete until the surface preparation is completed and approved.

Prepare and apply a primer, as per manufacturer's recommendations, to all concrete faces to be in contact with elastomeric concrete, and to areas specified by the manufacturer.

Prepare, batch, and place the elastomeric concrete in accordance with the manufacturer's instructions. Place the elastomeric concrete in the areas specified on the plans while the primer is still tacky and within 2 hours after applying the primer. Trowel the elastomeric concrete to a smooth finish.

The joint opening in the elastomeric concrete shall match the formed opening in the concrete deck prior to sawing the joint.

5.0 FIELD SAMPLING

Provide additional production material to allow freshly mixed elastomeric concrete to be sampled for acceptance. A minimum of six 2 inch cube molds and three 3x6 inch cylinders will be taken by the Department for each day's production. Compression, splitting tensile, and durometer hardness testing will be performed by the Department to determine acceptance. Materials failing to meet the requirements listed above are subject to removal and replacement at no cost to the Department.

ST-12**Project I-5786****Johnston County****6.0 BASIS OF PAYMENT**

No separate payment will be made for elastomeric concrete. The lump sum contract price bid for "Foam Joint Seals" will be full compensation for furnishing and placing the Elastomeric Concrete.

FOAM JOINT SEALS**(9-27-12)****1.0 SEALS**

Use preformed seals compatible with concrete and resistant to abrasion, oxidation, oils, gasoline, salt and other materials that are spilled on or applied to the surface. Use a resilient, UV stable, preformed, impermeable, flexible, expansion joint seal. The joint seal shall consist of low-density, closed cell, cross-linked polyethylene non-extrudable, foam. The joint seal shall contain no EVA (Ethylene Vinyl Acetate). Cell generation shall be achieved by being physically blown using nitrogen. No chemical blowing agents shall be used in the cell generation process.

Use seals manufactured with grooves $1/8'' \pm$ wide by $1/8'' \pm$ deep and spaced between $1/4''$ and $1/2''$ apart along the bond surface running the length of the joint. Use seals with a depth that meets the manufacturer's recommendation, but is not less than 70% of the uncompressed width. Provide a seal designed so that, when compressed, the center portion of the top does not extend upward above the original height of the seal by more than $1/4''$. Provide a seal that has a working range of 30% tension and 60% compression and meets the requirements given below.

TEST	TEST METHOD	REQUIREMENT
Tensile strength	ASTM D3575-08, Suffix T	110 – 130 psi
Compression Set	ASTM D1056 Suffix B, 2 hr recovery	10% - 16%
Water Absorption	ASTM D3575	< 0.03 lb/ft ²
Elongation at Break	ASTM D3575	180% - 210%
Tear Strength	ASTM D624 (D3575-08, Suffix G)	14 – 20 pli
Density	ASTM D3575-08, Suffix W, Method A	1.8 – 2.2 lb/ft ³
Toxicity	ISO-10993.5	Pass (not cytotoxic)

Have the top of the joint seal clearly shop marked. Inspect the joint seals upon receipt to ensure that the marks are clearly visible before installation.

2.0 BONDING ADHESIVE

Use a two component, 100% solid, modified epoxy adhesive supplied by the joint seal manufacturer that meets the requirements given below.

TEST	TEST METHOD	REQUIREMENT
Tensile strength	ASTM D638	3000 psi (min.)
Compressive strength	ASTM D695	7000 psi (min.)
Hardness	Shore D Scale	75-85 psi
Water Absorption	ASTM D570	0.25% by weight max.
Elongation to Break	ASTM D638	5% (max.)
Bond Strength	ASTM C882	2000 psi (min.)

Use an adhesive that is workable to 40°F. When installing in ambient air or surface temperatures below 40°F or for application on moist, difficult to dry concrete surfaces, use an adhesive specified by the manufacturer of the joint seal.

3.0 SAWING THE JOINT

The joint opening shall be initially formed to the width shown on the plans including the breakout for the elastomeric concrete.

The elastomeric concrete shall have sufficient time to cure such that no damage can occur to the elastomeric concrete prior to sawing to the final width and depth as specified in the plans.

When sawing the joint to receive the foam seal, always use a rigid guide to control the saw in the desired direction. To control the saw and to produce a straight line as indicated on the plans, anchor and positively connect a template or a track to the bridge deck. Do not saw the joint by visual means such as a chalk line. Fill the holes used for holding the template or track to the deck with an approved, flowable non-shrink, non-metallic grout.

Saw cut to the desired width and depth in one or two passes of the saw by placing and spacing two metal blades on the saw shaft to the desired width for the joint opening.

The desired depth is the depth of the seal plus 1/4" above the top of the seal plus approximately 1" below the bottom of the seal. An irregular bottom of sawed joint is permitted as indicated on the plans. Grind exposed corners on saw cut edges to a 1/4" chamfer.

ST-14

Project I-5786

Johnston County

Saw cut a straight joint, centered over the formed opening and to the desired width specified in the plans. Prevent any chipping or damage to the sawed edges of the joint.

Remove any staining or deposited material resulting from sawing with a wet blade to the satisfaction of the Engineer.

4.0 PREPARATION OF SAWED JOINT FOR SEAL INSTALLATION

The elastomeric concrete shall cure a minimum of 24 hours prior to seal installation.

After sawing the joint, the Engineer will thoroughly inspect the sawed joint opening for spalls, popouts, cracks, etc. All necessary repairs will be made by the Contractor prior to blast cleaning and installing the seal.

Clean the joints by sandblasting with clean dry sand immediately before placing the bonding agent. Sandblast the joint opening to provide a firm, clean joint surface free of curing compound, loose material and any foreign matter. Sandblast the joint opening without causing pitting or uneven surfaces. The aggregate in the elastomeric concrete may be exposed after sandblasting.

After blasting, either brush the surface with clean brushes made of hair, bristle or fiber, blow the surface with compressed air, or vacuum the surface until all traces of blast products and abrasives are removed from the surface, pockets, and corners.

If nozzle blasting is used to clean the joint opening, use compressed air that does not contain detrimental amounts of water or oil.

Examine the blast cleaned surface and remove any traces of oil, grease or smudge deposited in the cleaning operations.

Bond the seal to the blast cleaned surface on the same day the surface is blast cleaned.

5.0 SEAL INSTALLATION

Install the joint seal according to the manufacturer's procedures and recommendations and as recommended below. Do not install the joint seal if the ambient air or surface temperature is below 45°F. Have a manufacturer's certified trained factory representative present during the installation of the first seal of the project.

Before installing the joint seal, check the uninstalled seal length to insure the seal is the same length as the deck opening. When the joint seal requires splicing, use the heat welding method by placing the joint material ends against a teflon heating iron of 425-475°F for 7 - 10 seconds, then pressing the ends together tightly. Do not test the welding until the material has completely cooled.

Begin installation by protecting the top edges of the concrete deck adjacent to the vertical walls of the joint as a means to minimize clean up. After opening both cans of the bonding agent, stir each can using separate stirring rods for each component to prevent premature

ST-15

Project I-5786

Johnston County

curing of the bonding agent. Pour the two components, at the specified mixing ratio, into a clean mixing bucket. Mix the components with a low speed drill (400 rpm max.) until a uniform gray color is achieved without visible marbling. Apply bonding agent to both sides of the elastomeric concrete as well as both sides of the joint seal, making certain to completely fill the grooves with epoxy. With gloved hands, compress the joint seal and with the help of a blunt probe, push the seal into the joint opening until the seal is recessed approximately 1/4" below the surface. When pushing down on the joint seal, apply pressure only in a downward direction. Do not push the joint seal into the joint opening at an angle that would stretch the material. Seals that are stretched during installation shall be removed and rejected. Once work on placing a seal begins, do not stop until it is completed. Clean the excess epoxy from the top of the joint seal immediately with a trowel. Do not use solvents or any cleaners to remove the excess epoxy from the top of the seal. Remove the protective cover at the joint edges and check for any excess epoxy on the surface. Remove excess epoxy with a trowel, the use of solvents or any cleaners will not be allowed.

The installed system shall be watertight and will be monitored until final inspection and approval. Do not place pavement markings on top of foam joint seals.

6.0 BASIS OF PAYMENT

Payment for all foam joint seals will be at the lump sum contract price bid for "Foam Joint Seals". Prices and payment will be full compensation for furnishing all material, including elastomeric concrete, labor, tools and equipment necessary for installing these units in place and accepted.

FALSEWORK AND FORMWORK

(4-5-12)

1.0 DESCRIPTION

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

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

ST-16**Project I-5786****Johnston County**

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

2.0 MATERIALS

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

3.0 DESIGN REQUIREMENTS**A. Working Drawings**

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

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

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

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

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

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

Member Type (PCG)	Member Depth, (inches)	Max. Overhang Width, (inches)	Max. Slab Edge Thickness, (inches)	Max. Screenshot Wheel Weight, (lbs.)	Bracket Min. Vertical Leg Extension, (inches)
II	36	39	14	2000	26
III	45	42	14	2000	35
IV	54	45	14	2000	44

ST-17**Project I-5786****Johnston County**

MBT	63	51	12	2000	50
MBT	72	55	12	1700	48

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

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

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

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

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

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

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

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

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

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

1. Wind Loads

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

Table 2.2 - Wind Pressure Values

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

2. Time of Removal

The following requirements replace those of Article 3.4.8.2.

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

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

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

COUNTY	25 YR (mph)	COUNTY	25 YR (mph)	COUNTY	25 YR (mph)
Alamance	70	Franklin	70	Pamlico	100
Alexander	70	Gaston	70	Pasquotank	100
Alleghany	70	Gates	90	Pender	100
Anson	70	Graham	80	Perquimans	100
Ashe	70	Granville	70	Person	70
Avery	70	Greene	80	Pitt	90
Beaufort	100	Guilford	70	Polk	80
Bertie	90	Halifax	80	Randolph	70
Bladen	90	Harnett	70	Richmond	70
Brunswick	100	Haywood	80	Robeson	80
Buncombe	80	Henderson	80	Rockingham	70
Burke	70	Hertford	90	Rowan	70
Cabarrus	70	Hoke	70	Rutherford	70
Caldwell	70	Hyde	110	Sampson	90
Camden	100	Iredell	70	Scotland	70
Carteret	110	Jackson	80	Stanley	70
Caswell	70	Johnston	80	Stokes	70
Catawba	70	Jones	100	Surry	70
Cherokee	80	Lee	70	Swain	80
Chatham	70	Lenoir	90	Transylvania	80
Chowan	90	Lincoln	70	Tyrell	100
Clay	80	Macon	80	Union	70
Cleveland	70	Madison	80	Vance	70
Columbus	90	Martin	90	Wake	70
Craven	100	McDowell	70	Warren	70
Cumberland	80	Mecklenburg	70	Washington	100
Currituck	100	Mitchell	70	Watauga	70
Dare	110	Montgomery	70	Wayne	80
Davidson	70	Moore	70	Wilkes	70
Davie	70	Nash	80	Wilson	80
Duplin	90	New Hanover	100	Yadkin	70
Durham	70	Northampton	80	Yancey	70
Edgecombe	80	Onslow	100		
Forsyth	70	Orange	70		

B. Review and Approval

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

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

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

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

4.0 CONSTRUCTION REQUIREMENTS

All requirements of Section 420 of the Standard Specifications apply.

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

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

A. Maintenance and Inspection

Inspect and maintain the temporary work in an acceptable condition throughout the period of its use. Certify that the manufactured devices have been maintained in a condition to allow them to safely carry their rated loads. Clearly mark each piece so that its capacity can be readily determined at the job site.

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

B. Foundations

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

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

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

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

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

5.0 REMOVAL

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

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

6.0 METHOD OF MEASUREMENT

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

7.0 BASIS OF PAYMENT

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

SUBMITTAL OF WORKING DRAWINGS**(6-19-15)****1.0 GENERAL**

Submit working drawings in accordance with Article 105-2 of the *Standard Specifications* and this provision. For this provision, "submittals" refers to only those listed in this provision. The list of submittals contained herein does not represent a list of required submittals for the project. Submittals are only necessary for those items as required by the

contract. Make submittals that are not specifically noted in this provision directly to the Engineer. Either the Structures Management Unit or the Geotechnical Engineering Unit or both units will jointly review submittals.

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

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

2.0 ADDRESSES AND CONTACTS

For submittals to the Structures Management Unit, use the following addresses:

Via US mail:

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

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

Via other delivery service:

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

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

Submittals may also be made via email.

Send submittals to:

plambert@ncdot.gov (Paul Lambert)

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

jgaither@ncdot.gov (James Gaither)

mrorie@ncdot.gov (Madonna Rorie)

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

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

Via US mail:

Mr. K. J. Kim, Ph. D., P. E.

Via other delivery service:

Mr. K. J. Kim, Ph. D., P. E.

ST-23

Project I-5786

Johnston County

Eastern Regional Geotechnical
Manager
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Eastern Regional Office
1570 Mail Service Center
Raleigh, NC 27699-1570

Eastern Regional Geotechnical
Manager
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Eastern Regional Office
3301 Jones Sausage Road, Suite 100
Garner, NC 27529

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

Via US mail:

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

Via other delivery service:

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

The status of the review of structure-related submittals sent to the Structures Management Unit can be viewed from the Unit’s web site, via the “Drawing Submittal Status” link.

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

Primary Structures Contact:

(919) 707 – 6407

Paul Lambert

(919)

250 – 4082 facsimile

plambert@ncdot.gov

Secondary Structures Contacts:

707 – 6409

James Gaither

(919)

6508

Madonna Rorie

(919) 707 –

Eastern Regional Geotechnical Contact (Divisions 1-7):

662 – 4710

K. J. Kim

(919)

(919) 662 – 3095 facsimile

kkim@ncdot.gov

Western Regional Geotechnical Contact (Divisions 8-14):

8902

Eric Williams

(704) 455 –

(704) 455 – 8912 facsimile
ewilliams3@ncdot.gov

3.0 SUBMITTAL COPIES

Furnish one complete copy of each submittal, including all attachments, to the Engineer. At the same time, submit the number of hard copies shown below of the same complete submittal directly to the Structures Management Unit and/or the Geotechnical Engineering Unit.

The first table below covers “Structure Submittals”. The Engineer will receive review comments and drawing markups for these submittals from the Structures Management Unit. The second table in this section covers “Geotechnical Submittals”. The Engineer will receive review comments and drawing markups for these submittals from the Geotechnical Engineering Unit.

Unless otherwise required, submit one set of supporting calculations to either the Structures Management Unit or the Geotechnical Engineering Unit unless both units require submittal copies in which case submit a set of supporting calculations to each unit. Provide additional copies of any submittal as directed.

STRUCTURE SUBMITTALS

Submittal	Copies Required by Structures Management Unit	Copies Required by Geotechnical Engineering Unit	Contract Reference Requiring Submittal ¹
Arch Culvert Falsework	5	0	Plan Note, SN Sheet & “Falsework and Formwork”
Box Culvert Falsework ⁷	5	0	Plan Note, SN Sheet & “Falsework and Formwork”
Cofferdams	6	2	Article 410-4
Foam Joint Seals ⁶	9	0	“Foam Joint Seals”
Expansion Joint Seals (hold down plate type with base angle)	9	0	“Expansion Joint Seals”
Expansion Joint Seals (modular)	2, then 9	0	“Modular Expansion Joint Seals”
Expansion Joint Seals	9	0	“Strip Seals”

ST-25**Project I-5786****Johnston County**

(strip seals)			
Falsework & Forms ² (substructure)	8	0	Article 420-3 & “Falsework and Formwork”
Falsework & Forms (superstructure)	8	0	Article 420-3 & “Falsework and Formwork”
Girder Erection over Railroad	5	0	Railroad Provisions
Maintenance and Protection of Traffic Beneath Proposed Structure	8	0	“Maintenance and Protection of Traffic Beneath Proposed Structure at Station ____”
Metal Bridge Railing	8	0	Plan Note
Metal Stay-in-Place Forms	8	0	Article 420-3
Metalwork for Elastomeric Bearings ^{4,5}	7	0	Article 1072-8
Miscellaneous Metalwork ^{4,5}	7	0	Article 1072-8
Disc Bearings ⁴	8	0	“Disc Bearings”
Overhead and Digital Message Signs (DMS) (metalwork and foundations)	13	0	Applicable Provisions
Placement of Equipment on Structures (cranes, etc.)	7	0	Article 420-20
Precast Concrete Box Culverts	2, then 1 reproducible	0	“Optional Precast Reinforced Concrete Box Culvert at Station ____”
Prestressed Concrete Cored Slab (detensioning sequences) ³	6	0	Article 1078-11
Prestressed Concrete Deck Panels	6 and 1 reproducible	0	Article 420-3
Prestressed Concrete Girder (strand elongation and detensioning sequences)	6	0	Articles 1078-8 and 1078-11
Removal of Existing Structure over Railroad	5	0	Railroad Provisions
Revised Bridge Deck Plans (adaptation to prestressed deck panels)	2, then 1 reproducible	0	Article 420-3

ST-26**Project I-5786****Johnston County**

Revised Bridge Deck Plans (adaptation to modular expansion joint seals)	2, then 1 reproducible	0	“Modular Expansion Joint Seals”
Sound Barrier Wall (precast items)	10	0	Article 1077-2 & “Sound Barrier Wall”
Sound Barrier Wall Steel Fabrication Plans ⁵	7	0	Article 1072-8 & “Sound Barrier Wall”
Structural Steel ⁴	2, then 7	0	Article 1072-8 Article 400-3 & “Construction, Maintenance and Removal of Temporary Structure at Station _____”
Temporary Detour Structures	10	2	
TFE Expansion Bearings ⁴	8	0	Article 1072-8

FOOTNOTES

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

ST-27**Project I-5786****Johnston County****GEOTECHNICAL SUBMITTALS**

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

FOOTNOTES

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

Electronic copy of submittal is required. See referenced provision.

ST-28**Project I-5786****Johnston County****CRANE SAFETY****(8-15-05)**

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

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

CRANE SAFETY SUBMITTAL LIST

Competent Person: Provide the name and qualifications of the "Competent Person" responsible for crane safety and lifting operations. The named competent person will have the responsibility and authority to stop any work activity due to safety concerns.

Riggers: Provide the qualifications and experience of the persons responsible for rigging operations. Qualifications and experience should include, but not be limited to, weight calculations, center of gravity determinations, selection and inspection of sling and rigging equipment, and safe rigging practices.

Crane Inspections: Inspection records for all cranes shall be current and readily accessible for review upon request.

Certifications: By July 1, 2006, crane operators performing critical lifts shall be certified by NC CCO (National Commission for the Certification of Crane Operators), or satisfactorily complete the Carolinas AGC's Professional Crane Operator's Proficiency Program. Other approved nationally accredited programs will be considered upon request. All crane operators shall also have a current CDL medical card. Submit a list of anticipated critical lifts and corresponding crane operator(s). Include current certification for the type of crane operated (small hydraulic, large hydraulic, small lattice, large lattice) and medical evaluations for each operator.

GROUT FOR STRUCTURES**(9-30-11)****1.0 DESCRIPTION**

This special provision addresses grout for use in pile blockouts, grout pockets, shear keys, dowel holes and recesses for structures. This provision does not apply to grout placed in post-tensioning ducts for bridge beams, girders, or decks. Mix and place grout in

accordance with the manufacturer's recommendations, the applicable sections of the Standard Specifications and this provision.

2.0 MATERIAL REQUIREMENTS

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

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

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

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

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

The Engineer reserves the right to reject material based on unsatisfactory performance.

Initial setting time shall not be less than 10 minutes when tested in accordance with ASTM C266.

Test the expansion and shrinkage of the grout in accordance with ASTM C1090. The grout shall expand no more than 0.2% and shall exhibit no shrinkage. Furnish a Type 4 material certification showing results of tests conducted to determine the properties listed in the Standard Specifications and to assure the material is non-shrink.

Unless required elsewhere in the contract the compressive strength at 3 days shall be at least 5000 psi. Compressive strength in the laboratory shall be determined in accordance with ASTM C109 except the test mix shall contain only water and the dry manufactured material. Compressive strength in the field will be determined by molding and testing 4" x 8" cylinders in accordance with AASHTO T22. Construction loading and traffic loading shall not be allowed until the 3 day compressive strength is achieved.

When tested in accordance with ASTM C666, Procedure A, the durability factor of the grout shall not be less than 80.

3.0 SAMPLING AND PLACEMENT

Place and maintain components in final position until grout placement is complete and accepted. Concrete surfaces to receive grout shall be free of defective concrete, laitance,

ST-30

Project I-5786

Johnston County

oil, grease and other foreign matter. Saturate concrete surfaces with clean water and remove excess water prior to placing grout.

Do not place grout if the grout temperature is less than 50°F or more than 90°F or if the air temperature measured at the location of the grouting operation in the shade away from artificial heat is below 45°F.

Provide grout at a rate that permits proper handling, placing and finishing in accordance with the manufacturer's recommendations unless directed otherwise by the Engineer. Use grout free of any lumps and undispersed cement. Agitate grout continuously before placement.

Control grout delivery so the interval between placing batches in the same component does not exceed 20 minutes.

The Engineer will determine the locations to sample grout and the number and type of samples collected for field and laboratory testing. The compressive strength of the grout will be considered the average compressive strength test results of 3 cube or 2 cylinder specimens at 28 days.

4.0 BASIS OF PAYMENT

No separate payment will be made for "Grout for Structures". The cost of the material, equipment, labor, placement, and any incidentals necessary to complete the work shall be considered incidental to the structure item requiring grout.

ASBESTOS ASSESSMENT FOR BRIDGE DEMOLITION AND RENOVATION ACTIVITIES

(12-30-15)

1.0 INSPECTION FOR ASBESTOS CONTAINING MATERIAL

Prior to conducting bridge demolition or renovation activities, the Contractor shall thoroughly inspect the bridge or affected components for the presence of asbestos containing material (ACM) using a firm prequalified by NCDOT to perform asbestos surveys. The inspection must be performed by a N.C. accredited asbestos inspector with experience inspecting bridges or other industrial structures. The N.C. accredited asbestos inspector must conduct a thorough inspection, identifying all asbestos-containing material as required by the Environmental Protection Agency National Emission Standards for Hazardous Air Pollutants (NESHAP) Code of Federal Regulations (CFR) 40 CFR, Part 61, Subpart M.

The Contractor shall submit an inspection report to the Engineer, which at a minimum must include information required in 40 CFR 763.85 (a)(4) vi)(A)-(E), as well as a project location map, photos of existing structure, the date of inspection and the name, N.C. accreditation number, and signature of the N.C. accredited asbestos inspector who performed the inspection and completed the report. The cover sheet of the report shall

include project identification information. Place the following notes on the cover sheet of the report and check the appropriate box:

ACM was found

ACM was not found

2.0 REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIAL

If ACM is found, notify the Engineer. Compensation for removal and disposal of ACM is considered extra work in accordance with Article 104-7 of the Standard Specifications.

An Asbestos Removal Permit must be obtained from the Health Hazards Control Unit (HHCU) of the N.C. Department of Health & Human Services, Division of Public Health, if more than 35 cubic feet, 160 square feet, or 260 linear feet of regulated ACM (RACM) is to be removed from a structure and this work must be completed by a contractor prequalified by NCDOT to perform asbestos abatement. RACM is defined in 40 CFR, Part 61, Subpart M. Note: 40 CFR 763.85 (a)(4) vi)(D) defines ACM as surfacing, TSI and Miscellaneous which does not meet the NESHAP RACM.

3.0 DEMOLITION NOTIFICATION

Even if no ACM is found (or if quantities are less than those required for a permit), a Demolition Notification (DHHS-3768) must be submitted to the HHCU. Notifications and Asbestos Permit applications require an original signature and must be submitted to the HHCU 10 working days prior to beginning demolition activities. The 10 working day period starts based on the post-marked date or date of hand delivery. Demolition that does not begin as originally notified requires submission of a separate revision form HHCU 3768-R to HHCU. Reference the North Carolina Administrative Code, Chapter 10A, Subchapter 41C, Article .0605 for directives on revision submissions.

Contact Information

Health Hazards Control Unit (HHCU)
N.C. Department of Health and Human Services
1912 Mail Service Center
Raleigh, NC 27699-1912
Telephone: (919) 707-5950
Fax: (919) 870-4808

4.0 SPECIAL CONSIDERATIONS

Buncombe, Forsyth, and Mecklenburg counties also have asbestos permitting and NESHAP requirements must be followed. For projects involving permitted RACM removals, both the applicable county and the state (HHCU) must be notified.

For demolitions with no RACM, only the local environmental agencies must be notified. Contact information is as follows:

Buncombe County

WNC Regional Air Pollution Control Agency
49 Mt. Carmel Road
Asheville, NC 28806
(828) 250-6777

Forsyth County

Environmental Affairs Department
537 N. Spruce Street
Winston-Salem, NC 27101
(336) 703-2440

Mecklenburg County

Land Use and Environmental Services Agency
Mecklenburg Air Quality
700 N. Tryon Street
Charlotte, NC 28202
(704) 336-5430

5.0 ADDITIONAL INFORMATION

Additional information may be found on N.C. asbestos rules, regulations, procedures and N.C. accredited inspectors, as well as associated forms for demolition notifications and asbestos permit applications at the N.C. Asbestos Hazard Management Program website:

www.epi.state.nc.us/epi/asbestos/ahmp.html

6.0 BASIS OF PAYMENT

Payment for the work required in this provision will be at the lump sum contract unit price for "Asbestos Assessment". Such payment will be full compensation for all asbestos inspections, reports, permitting and notifications.

County : Johnston

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum	L.S.	
0003	0001000000-E	200	CLEARING & GRUBBING .. ACRE(S)	Lump Sum	L.S.	
0004	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUB- BING	1 ACR		
0005	0022000000-E	225	UNCLASSIFIED EXCAVATION	140,000 CY		
0006	0030000000-N	SP	BRIDGE APPROACH FILL - SUB REGIONAL TIER, STATION ***** (17+77.11 -Y1-)	Lump Sum	L.S.	
0007	0030000000-N	SP	BRIDGE APPROACH FILL - SUB REGIONAL TIER, STATION ***** (20+25.64 -Y4-)	Lump Sum	L.S.	
0008	0036000000-E	225	UNDERCUT EXCAVATION	4,350 CY		
0009	0106000000-E	230	BORROW EXCAVATION	56,000 CY		
0010	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	142,000 SY		
0011	0177000000-E	250	BREAKING OF EXISTING ASPHALT PAVEMENT	3,800 SY		
0012	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	15,600 SY		
0013	0223000000-E	275	ROCK PLATING	7,360 SY		
0014	0255000000-E	SP	GENERIC GRADING ITEM ABC(M) SHOULDER CONSTRUCTION	8,500 TON		
0015	0255000000-E	SP	GENERIC GRADING ITEM SELECT GRANULAR MATERIAL, CLASS III TYPE 2	175,900 TON		
0016	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	580 TON		
0017	0320000000-E	300	FOUNDATION CONDITIONING GEO- TEXTILE	1,820 SY		

County : Johnston

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0018	0335200000-E	305	15" DRAINAGE PIPE	348		LF
0019	0335850000-E	305	*** DRAINAGE PIPE ELBOWS (15")	14		EA
0020	0448000000-E	310	***** RC PIPE CULVERTS, CLASS IV (48")	8		LF
0021	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	2,448		LF
0022	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	2,000		LF
0023	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	232		LF
0024	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	16		LF
0025	0448600000-E	310	36" RC PIPE CULVERTS, CLASS IV	76		LF
0026	0973100000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B IN SOIL (15", 0.28")	160		LF
0027	0973100000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B IN SOIL (18", 0.31")	72		LF
0028	0973100000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B IN SOIL (24", 0.31")	76		LF
0029	0995000000-E	340	PIPE REMOVAL	529		LF
0030	0996000000-N	350	PIPE CLEAN-OUT	2		EA
0031	1000000000-E	462	6" SLOPE PROTECTION	570		SY
0032	1011000000-N	500	FINE GRADING	Lump Sum	L.S.	
0033	1220000000-E	545	INCIDENTAL STONE BASE	100		TON
0034	1264000000-E	SP	DITCHING	28,130		LF
0035	1297000000-E	607	MILLING ASPHALT PAVEMENT, ***** DEPTH (2")	33,000		SY

County : Johnston

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0036	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (3/4")	191,000 SY		
0037	1308000000-E	607	MILLING ASPHALT PAVEMENT, **** TO ***** (0" TO 1-3/4")	8,100 SY		
0038	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	83,000 TON		
0039	1508000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0D	129,500 TON		
0040	1524200000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5D	93,500 TON		
0041	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	9,480 TON		
0042	1577000000-E	620	POLYMER MODIFIED ASPHALT BIN- DER FOR PLANT MIX	5,330 TON		
0043	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	500 TON		
0044	1840000000-E	665	MILLED RUMBLE STRIPS (ASPHALT CONCRETE)	137,000 LF		
0045	1891000000-E	SP	GENERIC PAVING ITEM REPAIR OF JOINTED CONCRETE PAVEMENT SLABS	5,500 SY		
0046	2022000000-E	815	SUBDRAIN EXCAVATION	672 CY		
0047	2033000000-E	815	SUBDRAIN FINE AGGREGATE	504 CY		
0048	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	3,000 LF		
0049	2070000000-N	815	SUBDRAIN PIPE OUTLET	6 EA		
0050	2077000000-E	815	6" OUTLET PIPE	36 LF		
0051	2253000000-E	840	PIPE COLLARS	5 CY		
0052	2264000000-E	840	PIPE PLUGS	0.13 CY		

County : Johnston

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0053	2275000000-E	SP	FLOWABLE FILL	22		CY
0054	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	127		EA
0055	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	106		LF
0056	2355000000-N	840	FRAME WITH GRATE, STD 840.29	10		EA
0057	2364200000-N	840	FRAME WITH TWO GRATES, STD 840.20	105		EA
0058	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	8		EA
0059	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	3		EA
0060	2396000000-N	840	FRAME WITH COVER, STD 840.54	1		EA
0061	2619000000-E	850	4" CONCRETE PAVED DITCH	550		SY
0062	2703000000-E	854	CONCRETE BARRIER, TYPE ***** (SPECIAL TYPE T)	28,700		LF
0063	2710000000-N	854	CONCRETE BARRIER TRANSITION SECTION	6		EA
0064	2724000000-E	857	PRECAST REINFORCED CONCRETE BARRIER, SINGLE FACED	80		LF
0065	2752000000-E	SP	GENERIC PAVING ITEM MEDIAN HAZARD PROTECTION	170		LF
0066	2752000000-E	SP	GENERIC PAVING ITEM PRECAST CONCRETE BARRIER DOUBLE FACED (ANCHORED)	30		LF
0067	2815000000-N	858	ADJUSTMENT OF DROP INLETS	113		EA
0068	2905000000-N	859	CONVERT EXISTING DROP INLET TO JUNCTION BOX	1		EA
0069	3030000000-E	862	STEEL BM GUARDRAIL	6,125		LF
0070	3060000000-E	862	STEEL BM GUARDRAIL, DOUBLE FACED	3,125		LF

County : Johnston

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0071	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	50 EA		
0072	3210000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE CAT-1	10 EA		
0073	3287000000-N	SP	GUARDRAIL END UNITS, TYPE TL-3	13 EA		
0074	3317000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE B-77	22 EA		
0075	3360000000-E	863	REMOVE EXISTING GUARDRAIL	40,500 LF		
0076	3380000000-E	862	TEMPORARY STEEL BM GUARDRAIL	8,400 LF		
0077	3383000000-E	862	TEMPORARY STEEL BM GUARDRAIL, DOUBLE FACED	3,900 LF		
0078	3387000000-N	862	TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE ***** (CAT-1)	20 EA		
0079	3389150000-N	SP	TEMPORARY GUARDRAIL END UNITS, TYPE ***** (TL-3)	14 EA		
0080	3420000000-E	SP	GENERIC GUARDRAIL ITEM STEEL BEAM GUARDRAIL WITH 8' POSTS	4,000 LF		
0081	3435000000-N	SP	GENERIC GUARDRAIL ITEM ADDITIONAL GUARDRAIL POSTS (8')	10 EA		
0082	3503000000-E	866	WOVEN WIRE FENCE, 47" FABRIC	4,000 LF		
0083	3509000000-E	866	4" TIMBER FENCE POSTS, 7'-6" LONG	250 EA		
0084	3515000000-E	866	5" TIMBER FENCE POSTS, 8'-0" LONG	75 EA		
0085	3649000000-E	876	RIP RAP, CLASS B	55 TON		
0086	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	1,515 SY		
0087	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	12,164 SF		

County : Johnston

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0088	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	4,807	SF	
0089	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	333	SF	
0090	4415000000-N	1115	FLASHING ARROW BOARD	4	EA	
0091	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	11	EA	
0092	4430000000-N	1130	DRUMS	2,071	EA	
0093	4435000000-N	1135	CONES	370	EA	
0094	4445000000-E	1145	BARRICADES (TYPE III)	352	LF	
0095	4450000000-N	1150	FLAGGER	1,280	HR	
0096	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	26	EA	
0097	4470000000-N	1160	RESET TEMPORARY CRASH CUSHION	14	EA	
0098	4480000000-N	1165	TMA	6	EA	
0099	4485000000-E	1170	PORTABLE CONCRETE BARRIER	67,340	LF	
0100	4500000000-E	1170	RESET PORTABLE CONCRETE BARRIER	109,020	LF	
0101	4510000000-N	SP	LAW ENFORCEMENT	4,080	HR	
0102	4516000000-N	1180	SKINNY DRUM	370	EA	
0103	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM SEQUENTIAL FLASHING WARNING LIGHTS	52	EA	
0104	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM WORK ZONE DIGITAL SPEED LIMIT SIGNS	16	EA	
0105	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM WORK ZONE PRESENCE LIGHTING	18	EA	

County : Johnston

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0106	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	6,116	EA	
0107	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	4,600	LF	
0108	4688000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (6", 90 MILS)	185,255	LF	
0109	4690000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (6", 120 MILS)	21,827	LF	
0110	4700000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	11,130	LF	
0111	4710000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	208	LF	
0112	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	31	EA	
0113	4770000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (IV)	61,800	LF	
0114	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	3,140,760	LF	
0115	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	88,560	LF	
0116	4825000000-E	1205	PAINT PAVEMENT MARKING LINES (12")	180	LF	
0117	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	416	LF	
0118	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	206	EA	
0119	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	507,250	LF	
0120	4860000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (8")	16,605	LF	
0121	4875000000-N	1205	REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS	72	EA	

County : Johnston

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0122	4905000000-N	1253	SNOWPLOWABLE PAVEMENT MARKERS	1,643 EA		
0123	5255000000-N	1413	PORTABLE LIGHTING	Lump Sum	L.S.	
0124	6000000000-E	1605	TEMPORARY SILT FENCE	77,805 LF		
0125	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	3,285 TON		
0126	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	3,305 TON		
0127	6012000000-E	1610	SEDIMENT CONTROL STONE	5,440 TON		
0128	6015000000-E	1615	TEMPORARY MULCHING	30.5 ACR		
0129	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	2,000 LB		
0130	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	10 TON		
0131	6024000000-E	1622	TEMPORARY SLOPE DRAINS	2,335 LF		
0132	6029000000-E	SP	SAFETY FENCE	200 LF		
0133	6030000000-E	1630	SILT EXCAVATION	5,060 CY		
0134	6036000000-E	1631	MATTING FOR EROSION CONTROL	14,500 SY		
0135	6037000000-E	SP	COIR FIBER MAT	100 SY		
0136	6042000000-E	1632	1/4" HARDWARE CLOTH	8,415 LF		
0137	6071010000-E	SP	WATTLE	3,750 LF		
0138	6071020000-E	SP	POLYACRYLAMIDE (PAM)	750 LB		
0139	6071030000-E	1640	COIR FIBER BAFFLE	465 LF		
0140	6084000000-E	1660	SEEDING & MULCHING	33 ACR		
0141	6087000000-E	1660	MOWING	21 ACR		

County : Johnston

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0142	6090000000-E	1661	SEED FOR REPAIR SEEDING	350		
					LB	
0143	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	1		
					TON	
0144	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	775		
					LB	
0145	6108000000-E	1665	FERTILIZER TOPDRESSING	23		
					TON	
0146	6114500000-N	1667	SPECIALIZED HAND MOWING	10		
					MHR	
0147	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	25		
					EA	
0148	6123000000-E	1670	REFORESTATION	1		
					ACR	
0149	6132000000-N	SP	GENERIC EROSION CONTROL ITEM CONCRETE WASHOUT STRUCTURE	12		
					EA	

CULVERT ITEMS

0150	8196000000-E	420	CLASS A CONCRETE (CULVERT)	11.6		
					CY	
0151	8245000000-E	425	REINFORCING STEEL (CULVERT)	890		
					LB	

STRUCTURE ITEMS

0152	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (17+77.11 -Y1-)	Lump Sum	L.S.	
0153	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (20+25.64 -Y4-)	Lump Sum	L.S.	
0154	8105560000-E	411	4'-0" DIA DRILLED PIERS IN SOIL	211		
					LF	
0155	8105660000-E	411	4'-0" DIA DRILLED PIERS NOT IN SOIL	21		
					LF	

County : Johnston

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0156	8112730000-N	450	PDA TESTING	2 EA		
0157	8113000000-N	411	SID INSPECTIONS	2 EA		
0158	8114000000-N	411	SPT TESTING	3 EA		
0159	8115000000-N	411	CSL TESTING	2 EA		
0160	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (17+77.11 -Y1-)	Lump Sum	L.S.	
0161	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (20+25.64 -Y4-)	Lump Sum	L.S.	
0162	8147000000-E	420	REINFORCED CONCRETE DECK SLAB	20,088 SF		
0163	8161000000-E	420	GROOVING BRIDGE FLOORS	18,613 SF		
0164	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	311.5 CY		
0165	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (17+77.11 -Y1-)	Lump Sum	L.S.	
0166	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (20+25.64 -Y4-)	Lump Sum	L.S.	
0167	8217000000-E	425	REINFORCING STEEL (BRIDGE)	60,022 LB		
0168	8238000000-E	425	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	7,716 LB		
0169	8280000000-E	440	APPROX LBS STRUCTURAL STEEL	730,300 LS		
0170	8328200000-E	SP	PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP 12 X 53)	36 EA		
0171	8364000000-E	450	HP12X53 STEEL PILES	1,925 LF		
0172	8393000000-N	450	PILE REDRIVES	20 EA		

County : Johnston

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0173	8503000000-E	460	CONCRETE BARRIER RAIL	1,020.14 LF		
0174	8531000000-E	462	4" SLOPE PROTECTION	1,210 SY		
0175	8654000000-N	SP	DISC BEARINGS	Lump Sum	L.S.	
0176	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum	L.S.	
0177	8692000000-N	SP	FOAM JOINT SEALS	Lump Sum	L.S.	
0178	8860000000-N	SP	GENERIC STRUCTURE ITEM ASBESTOS ASSESSMENT	Lump Sum	L.S.	
1607/Jun15/Q6613065.87/D717117110000/E178			Total Amount Of Bid For Entire Project :			

DBE GOAL SET: 7.00%
DBE GOAL OBT: 7.05%

Vendor 1 of 3: FSC II LLC DBA FRED SMITH COMPANY (5072)
Call Order 003 (Proposal: C204041)

Bid Information

Proposal County: JOHNSTON	Bid Checksum: E66E944D
Vendor Address: 6105 Chapel Hill Rd Raleigh , NC , 27607	Bid Total: \$53,154,691.98
Signature Check: Thomas_T_Johnson_Jr_5072	Items Total: \$53,154,691.98
Time Bid Received: July 18, 2017 01:55 PM	Time Total: \$0.00
Amendment Count: 0	

Bidding Errors:
None.

Vendor 1 of 3: FSC II LLC DBA FRED SMITH COMPANY (5072)
Call Order 003 (Proposal: C204041)

Bid Bond Information

Projects:	Bond Maximum:
Counties:	State of Incorporation:
Bond ID: SNC17793619	Agency Execution Date: 7/10/2017 11
Paid by Check: No	Surety Name: surety2000
Bond Percent: 5%	Bond Agency Name: Western Surety Company

Bidder 1 of 3

Vendor 5072's Bid Information for Call 003, Letting L170718, 07/18/17

FSC II, LLC dba Fred Smith Company (5072)
Call Order 003 (Proposal ID C204041)

LIST OF DBE PARTICIPANTS

VENDOR NUMBER	DBE NAME ADDRESS	WORK CODE TYPE OF WORK	CERT TYPE AMOUNT	
WB 4898	BULLINGTON CONSTRUCTION INC 417 FOXGLOVE LANE , INDIAN TRAIL, NC 28079		Sub 642,585.00	COMMITTED
WB 3080	CURTIN TRUCKING & DRAINAGE, INC POST OFFICE BOX 38220 , CHARLOTTE, NC 282781003		Sub 2,086,766.00	COMMITTED
MB 9210	AUSTIN TRUCKING LLC P.O. BOX 606 , CLAYTON, NC 27528		Sub 1,017,895.00	COMMITTED
			TOTAL: \$3,747,246.00	
			7.05%	

Vendor 5072's Bid Information for Call 003, Letting L170718, 07/18/17

FSC II, LLC dba Fred Smith Company (5072)
Call Order 003 (Proposal ID C204041)

Miscellaneous Data Info - Contractor Responses:
=====

NON-COLLUSION AND DEBARMENT CERTIFICATION

Explanation of the prospective bidder that is unable to certify to any of the statements in this certification:

Explanation:
NOT ANSWERED
NOT ANSWERED
NOT ANSWERED
NOT ANSWERED

AWARD LIMITS ON MULTIPLE PROJECTS

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects. No

It is the desire of the Bidder to be awarded contracts, the value of which will not exceed a total of NOT ANSWERED for those projects indicated herein, for which bids will be opened on (MM/DD/YY)

The Award Limits shall apply to the following projects:

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

Bid Bond Data Info - Contractor Responses:
=====

Bidder 1 of 3

BondID: SNC17793619
Surety Registry Agency: surety2000
Verified?: Yes
Surety Agency: Western Surety Company
Bond Execution Date: 7/10/2017 11
Bond Amount: \$2,657,734.60 (Five Percent of Bid)

Dept of Transportation

Revised:

Contract ID: C204041

Project(s): NHPIM-0095(031)

Letting Date: 07-18-17 Call Order: 003

Bidder: 5072 - FSC II, LLC dba Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
Section 0001 ROADWAY ITEMS				
Alt Group				
0001	0000100000-N MOBILIZATION	LUMP	LUMP	2,655,000.00
0002	0000400000-N CONSTRUCTION SURVEYING	LUMP	LUMP	125,000.00
0003	0001000000-E CLEARING & GRUBBING .. ACRE(S)	LUMP	LUMP	2,540,000.00
0004	0008000000-E SUPPLEMENTARY CLEARING & GRUBBING	1.000 ACR	15,000.00000	15,000.00
0005	0022000000-E UNCLASSIFIED EXCAVATION	140,000.000 CY	22.00000	3,080,000.00
0006	0030000000-N BRIDGE APPROACH FILL - SUB REGIONAL TIER, STATION ***** (17+77.11 -Y1-)	LUMP	LUMP	25,000.00
0007	0030000000-N BRIDGE APPROACH FILL - SUB REGIONAL TIER, STATION ***** (20+25.64 -Y4-)	LUMP	LUMP	20,000.00
0008	0036000000-E UNDERCUT EXCAVATION	4,350.000 CY	25.00000	108,750.00
0009	0106000000-E BORROW EXCAVATION	56,000.000 CY	11.00000	616,000.00
0010	0156000000-E REMOVAL OF EXISTING ASPHALT PAVEMENT	142,000.000 SY	7.00000	994,000.00

Dept of Transportation

Revised:

Contract ID: C204041

Project(s): NHPIM-0095(031)

Letting Date: 07-18-17 Call Order: 003

Bidder: 5072 - FSC II, LLC dba Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0011	0177000000-E BREAKING OF EXISTING ASPHALT PAVEMENT	3,800.000 SY	4.50000	17,100.00
0012	0196000000-E GEOTEXTILE FOR SOIL STABILIZATION	15,600.000 SY	2.75000	42,900.00
0013	0223000000-E ROCK PLATING	7,360.000 SY	55.00000	404,800.00
0014	0255000000-E GENERIC GRADING ITEM ABC(M) SHOULDER CONSTRUCTION	8,500.000 TON	30.00000	255,000.00
0015	0255000000-E GENERIC GRADING ITEM SELECT GRANULAR MATERIAL, CLASS III TYPE 2	175,900.000 TON	22.00000	3,869,800.00
0016	0318000000-E FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	580.000 TON	41.00000	23,780.00
0017	0320000000-E FOUNDATION CONDITIONING GEOTEXTILE	1,820.000 SY	2.75000	5,005.00
0018	0335200000-E 15" DRAINAGE PIPE	348.000 LF	60.00000	20,880.00
0019	0335850000-E **" DRAINAGE PIPE ELBOWS (15")	14.000 EA	300.00000	4,200.00
0020	0448000000-E ****" RC PIPE CULVERTS, CLASS IV (48")	8.000 LF	500.00000	4,000.00
0021	0448200000-E 15" RC PIPE CULVERTS, CLASS IV	2,448.000 LF	48.00000	117,504.00

Dept of Transportation

Revised:

Contract ID: C204041

Project(s): NHPIM-0095(031)

Letting Date: 07-18-17 Call Order: 003

Bidder: 5072 - FSC II, LLC dba Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0022	0448300000-E 18" RC PIPE CULVERTS, CLASS IV	2,000.000 LF	53.00000	106,000.00
0023	0448400000-E 24" RC PIPE CULVERTS, CLASS IV	232.000 LF	73.00000	16,936.00
0024	0448500000-E 30" RC PIPE CULVERTS, CLASS IV	16.000 LF	95.00000	1,520.00
0025	0448600000-E 36" RC PIPE CULVERTS, CLASS IV	76.000 LF	124.00000	9,424.00
0026	0973100000-E *** WELDED STEEL PIPE, ****" THICK, GRADE B IN SOIL (15", 0.28")	160.000 LF	250.00000	40,000.00
0027	0973100000-E *** WELDED STEEL PIPE, ****" THICK, GRADE B IN SOIL (18", 0.31")	72.000 LF	260.00000	18,720.00
0028	0973100000-E *** WELDED STEEL PIPE, ****" THICK, GRADE B IN SOIL (24", 0.31")	76.000 LF	315.00000	23,940.00
0029	0995000000-E PIPE REMOVAL	529.000 LF	35.00000	18,515.00
0030	0996000000-N PIPE CLEAN-OUT	2.000 EA	1,900.00000	3,800.00
0031	1000000000-E 6" SLOPE PROTECTION	570.000 SY	88.90000	50,673.00
0032	1011000000-N FINE GRADING	LUMP	LUMP	1,450,000.00

Dept of Transportation

Revised:

Contract ID: C204041

Project(s): NHPIM-0095(031)

Letting Date: 07-18-17 Call Order: 003

Bidder: 5072 - FSC II, LLC dba Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0033	1220000000-E INCIDENTAL STONE BASE	100.000 TON	60.00000	6,000.00
0034	1264000000-E DITCHING	28,130.000 LF	6.00000	168,780.00
0035	1297000000-E MILLING ASPHALT PAVEMENT, ***"DEPTH (2")	33,000.000 SY	2.15000	70,950.00
0036	1297000000-E MILLING ASPHALT PAVEMENT, ***"DEPTH (3/4")	191,000.000 SY	1.40000	267,400.00
0037	1308000000-E MILLING ASPHALT PAVEMENT, ***"TO *****" (0" TO 1-3/4")	8,100.000 SY	7.85000	63,585.00
0038	1491000000-E ASPHALT CONC BASE COURSE, TYPE B25.0C	83,000.000 TON	39.20000	3,253,600.00
0039	1508000000-E ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0D	129,500.000 TON	36.60000	4,739,700.00
0040	1524200000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5D	93,500.000 TON	39.70000	3,711,950.00
0041	1575000000-E ASPHALT BINDER FOR PLANT MIX	9,480.000 TON	450.00000	4,266,000.00
0042	1577000000-E POLYMER MODIFIED ASPHALT BIN- DER FOR PLANT MIX	5,330.000 TON	650.00000	3,464,500.00
0043	1693000000-E ASPHALT PLANT MIX, PAVEMENT REPAIR	500.000 TON	120.00000	60,000.00
0044	1840000000-E MILLED RUMBLE STRIPS (ASPHALT CONCRETE)	137,000.000 LF	0.09000	12,330.00

Dept of Transportation

Revised:

Contract ID: C204041

Project(s): NHPIM-0095(031)

Letting Date: 07-18-17 Call Order: 003

Bidder: 5072 - FSC II, LLC dba Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0045	1891000000-E GENERIC PAVING ITEM REPAIR OF JOINTED CONCRETE PAVEMENT SLABS	5,500.000 SY	160.00000	880,000.00
0046	2022000000-E SUBDRAIN EXCAVATION	672.000 CY	33.00000	22,176.00
0047	2033000000-E SUBDRAIN FINE AGGREGATE	504.000 CY	65.00000	32,760.00
0048	2044000000-E 6" PERFORATED SUBDRAIN PIPE	3,000.000 LF	18.00000	54,000.00
0049	2070000000-N SUBDRAIN PIPE OUTLET	6.000 EA	400.00000	2,400.00
0050	2077000000-E 6" OUTLET PIPE	36.000 LF	65.00000	2,340.00
0051	2253000000-E PIPE COLLARS	5.000 CY	1,900.00000	9,500.00
0052	2264000000-E PIPE PLUGS	0.130 CY	6,000.00000	780.00
0053	2275000000-E FLOWABLE FILL	22.000 CY	400.00000	8,800.00
0054	2286000000-N MASONRY DRAINAGE STRUCTURES	127.000 EA	3,200.00000	406,400.00
0055	2308000000-E MASONRY DRAINAGE STRUCTURES	106.000 LF	150.00000	15,900.00

Dept of Transportation

Revised:

Contract ID: C204041

Project(s): NHPIM-0095(031)

Letting Date: 07-18-17 Call Order: 003

Bidder: 5072 - FSC II, LLC dba Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0056	2355000000-N FRAME WITH GRATE, STD 840.29	10.000 EA	900.00000	9,000.00
0057	2364200000-N FRAME WITH TWO GRATES, STD 840.20	105.000 EA	1,000.00000	105,000.00
0058	2365000000-N FRAME WITH TWO GRATES, STD 840.22	8.000 EA	1,000.00000	8,000.00
0059	2366000000-N FRAME WITH TWO GRATES, STD 840.24	3.000 EA	1,000.00000	3,000.00
0060	2396000000-N FRAME WITH COVER, STD 840.54	1.000 EA	900.00000	900.00
0061	2619000000-E 4" CONCRETE PAVED DITCH	550.000 SY	80.00000	44,000.00
0062	2703000000-E CONCRETE BARRIER, TYPE ***** (SPECIAL TYPE T)	28,700.000 LF	180.00000	5,166,000.00
0063	2710000000-N CONCRETE BARRIER TRANSITION SECTION	6.000 EA	28,000.00000	168,000.00
0064	2724000000-E PRECAST REINFORCED CONCRETE BARRIER, SINGLE FACED	80.000 LF	285.00000	22,800.00
0065	2752000000-E GENERIC PAVING ITEM MEDIAN HAZARD PROTECTION	170.000 LF	350.00000	59,500.00
0066	2752000000-E GENERIC PAVING ITEM PRECAST CONCRETE BARRIER DOUBLE FACED (ANCHORED)	30.000 LF	160.00000	4,800.00

Dept of Transportation

Revised:

Contract ID: C204041

Project(s): NHPIM-0095(031)

Letting Date: 07-18-17 Call Order: 003

Bidder: 5072 - FSC II, LLC dba Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0067	2815000000-N ADJUSTMENT OF DROP INLETS	113.000 EA	500.00000	56,500.00
0068	2905000000-N CONVERT EXISTING DROP INLET TO JUNCTION BOX	1.000 EA	1,400.00000	1,400.00
0069	3030000000-E STEEL BM GUARDRAIL	6,125.000 LF	16.00000	98,000.00
0070	3060000000-E STEEL BM GUARDRAIL, DOUBLE FACED	3,125.000 LF	20.00000	62,500.00
0071	3150000000-N ADDITIONAL GUARDRAIL POSTS	50.000 EA	44.00000	2,200.00
0072	3210000000-N GUARDRAIL ANCHOR UNITS, TYPE CAT-1	10.000 EA	550.00000	5,500.00
0073	3287000000-N GUARDRAIL END UNITS, TYPE TL-3	13.000 EA	3,000.00000	39,000.00
0074	3317000000-N GUARDRAIL ANCHOR UNITS, TYPE B-77	22.000 EA	1,850.00000	40,700.00
0075	3360000000-E REMOVE EXISTING GUARDRAIL	40,500.000 LF	0.50000	20,250.00
0076	3380000000-E TEMPORARY STEEL BM GUARDRAIL	8,400.000 LF	11.00000	92,400.00
0077	3383000000-E TEMPORARY STEEL BM GUARDRAIL, DOUBLE FACED	3,900.000 LF	14.00000	54,600.00

Dept of Transportation

Revised:

Contract ID: C204041

Project(s): NHPIM-0095(031)

Letting Date: 07-18-17 Call Order: 003

Bidder: 5072 - FSC II, LLC dba Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0078	3387000000-N TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE ***** (CAT-1)	20.000 EA	250.00000	5,000.00
0079	3389150000-N TEMPORARY GUARDRAIL END UNITS, TYPE ***** (TL-3)	14.000 EA	3,000.00000	42,000.00
0080	3420000000-E GENERIC GUARDRAIL ITEM STEEL BEAM GUARDRAIL WITH 8' POSTS	4,000.000 LF	18.00000	72,000.00
0081	3435000000-N GENERIC GUARDRAIL ITEM ADDITIONAL GUARDRAIL POSTS (8')	10.000 EA	66.00000	660.00
0082	3503000000-E WOVEN WIRE FENCE, 47" FABRIC	4,000.000 LF	4.00000	16,000.00
0083	3509000000-E 4" TIMBER FENCE POSTS, 7'-6" LONG	250.000 EA	22.00000	5,500.00
0084	3515000000-E 5" TIMBER FENCE POSTS, 8'-0" LONG	75.000 EA	40.00000	3,000.00
0085	3649000000-E RIP RAP, CLASS B	55.000 TON	100.00000	5,500.00
0086	3656000000-E GEOTEXTILE FOR DRAINAGE	1,515.000 SY	2.75000	4,166.25
0087	4400000000-E WORK ZONE SIGNS (STATIONARY)	12,164.000 SF	9.55000	116,166.20
0088	4405000000-E WORK ZONE SIGNS (PORTABLE)	4,807.000 SF	0.01000	48.07

Dept of Transportation

Revised:

Contract ID: C204041

Project(s): NHPIM-0095(031)

Letting Date: 07-18-17 Call Order: 003

Bidder: 5072 - FSC II, LLC dba Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0089	4410000000-E WORK ZONE SIGNS (BARRICADE MOUNTED)	333.000 SF	6.95000	2,314.35
0090	4415000000-N FLASHING ARROW BOARD	4.000 EA	1.00000	4.00
0091	4420000000-N PORTABLE CHANGEABLE MESSAGE SIGN	11.000 EA	1.00000	11.00
0092	4430000000-N DRUMS	2,071.000 EA	0.01000	20.71
0093	4435000000-N CONES	370.000 EA	15.00000	5,550.00
0094	4445000000-E BARRICADES (TYPE III)	352.000 LF	23.00000	8,096.00
0095	4450000000-N FLAGGER	1,280.000 HR	25.00000	32,000.00
0096	4465000000-N TEMPORARY CRASH CUSHIONS	26.000 EA	7,350.00000	191,100.00
0097	4470000000-N RESET TEMPORARY CRASH CUSHION	14.000 EA	1,825.00000	25,550.00
0098	4480000000-N TMA	6.000 EA	1.00000	6.00
0099	4485000000-E PORTABLE CONCRETE BARRIER	67,340.000 LF	24.00000	1,616,160.00
0100	4500000000-E RESET PORTABLE CONCRETE BARRIER	109,020.000 LF	3.75000	408,825.00

Dept of Transportation

Revised:

Contract ID: C204041

Project(s): NHPIM-0095(031)

Letting Date: 07-18-17 Call Order: 003

Bidder: 5072 - FSC II, LLC dba Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0101	4510000000-N LAW ENFORCEMENT	4,080.000 HR	45.00000	183,600.00
0102	4516000000-N SKINNY DRUM	370.000 EA	0.01000	3.70
0103	4600000000-N GENERIC TRAFFIC CONTROL ITEM SEQUENTIAL FLASHING WARNING LIGHTS	52.000 EA	1.00000	52.00
0104	4600000000-N GENERIC TRAFFIC CONTROL ITEM WORK ZONE DIGITAL SPEED LIMIT SIGNS	16.000 EA	1.00000	16.00
0105	4600000000-N GENERIC TRAFFIC CONTROL ITEM WORK ZONE PRESENCE LIGHTING	18.000 EA	1.00000	18.00
0106	4650000000-N TEMPORARY RAISED PAVEMENT MARKERS	6,116.000 EA	5.00000	30,580.00
0107	4686000000-E THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	4,600.000 LF	1.00000	4,600.00
0108	4688000000-E THERMOPLASTIC PAVEMENT MARKING LINES (6", 90 MILS)	185,255.000 LF	1.25000	231,568.75
0109	4690000000-E THERMOPLASTIC PAVEMENT MARKING LINES (6", 120 MILS)	21,827.000 LF	1.50000	32,740.50
0110	4700000000-E THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	11,130.000 LF	2.60000	28,938.00
0111	4710000000-E THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	208.000 LF	20.00000	4,160.00

Dept of Transportation

Revised:

Contract ID: C204041

Project(s): NHPIM-0095(031)

Letting Date: 07-18-17 Call Order: 003

Bidder: 5072 - FSC II, LLC dba Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0112	4725000000-E THERMOPLASTIC PAVEMENT MARKINGSYMBOL (90 MILS)	31.000 EA	350.00000	10,850.00
0113	4770000000-E COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (IV)	61,800.000 LF	1.60000	98,880.00
0114	4810000000-E PAINT PAVEMENT MARKING LINES (4")	3,140,760.000 LF	0.19000	596,744.40
0115	4820000000-E PAINT PAVEMENT MARKING LINES (8")	88,560.000 LF	0.50000	44,280.00
0116	4825000000-E PAINT PAVEMENT MARKING LINES (12")	180.000 LF	1.00000	180.00
0117	4835000000-E PAINT PAVEMENT MARKING LINES (24")	416.000 LF	3.00000	1,248.00
0118	4845000000-N PAINT PAVEMENT MARKING SYMBOL	206.000 EA	35.00000	7,210.00
0119	4850000000-E REMOVAL OF PAVEMENT MARKING LINES (4")	507,250.000 LF	0.21000	106,522.50
0120	4860000000-E REMOVAL OF PAVEMENT MARKING LINES (8")	16,605.000 LF	0.30000	4,981.50
0121	4875000000-N REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS	72.000 EA	50.00000	3,600.00
0122	4905000000-N SNOWPLOWABLE PAVEMENT MARKERS	1,643.000 EA	30.00000	49,290.00

Dept of Transportation

Revised:

Contract ID: C204041

Project(s): NHPIM-0095(031)

Letting Date: 07-18-17 Call Order: 003

Bidder: 5072 - FSC II, LLC dba Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0123	5255000000-N PORTABLE LIGHTING	LUMP	LUMP	500,000.00
0124	6000000000-E TEMPORARY SILT FENCE	77,805.000 LF	2.00000	155,610.00
0125	6006000000-E STONE FOR EROSION CONTROL, CLASS A	3,285.000 TON	50.00000	164,250.00
0126	6009000000-E STONE FOR EROSION CONTROL, CLASS B	3,305.000 TON	45.00000	148,725.00
0127	6012000000-E SEDIMENT CONTROL STONE	5,440.000 TON	40.00000	217,600.00
0128	6015000000-E TEMPORARY MULCHING	30.500 ACR	1,200.00000	36,600.00
0129	6018000000-E SEED FOR TEMPORARY SEEDING	2,000.000 LB	0.01000	20.00
0130	6021000000-E FERTILIZER FOR TEMPORARY SEED-ING	10.000 TON	100.00000	1,000.00
0131	6024000000-E TEMPORARY SLOPE DRAINS	2,335.000 LF	10.00000	23,350.00
0132	6029000000-E SAFETY FENCE	200.000 LF	5.00000	1,000.00
0133	6030000000-E SILT EXCAVATION	5,060.000 CY	15.00000	75,900.00
0134	6036000000-E MATTING FOR EROSION CONTROL	14,500.000 SY	1.40000	20,300.00

Dept of Transportation

Revised:

Contract ID: C204041

Project(s): NHPIM-0095(031)

Letting Date: 07-18-17 Call Order: 003

Bidder: 5072 - FSC II, LLC dba Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0135	6037000000-E COIR FIBER MAT	100.000 SY	10.00000	1,000.00
0136	6042000000-E 1/4" HARDWARE CLOTH	8,415.000 LF	3.75000	31,556.25
0137	6071010000-E WATTLE	3,750.000 LF	10.00000	37,500.00
0138	6071020000-E POLYACRYLAMIDE (PAM)	750.000 LB	8.00000	6,000.00
0139	6071030000-E COIR FIBER BAFFLE	465.000 LF	6.00000	2,790.00
0140	6084000000-E SEEDING & MULCHING	33.000 ACR	2,100.00000	69,300.00
0141	6087000000-E MOWING	21.000 ACR	150.00000	3,150.00
0142	6090000000-E SEED FOR REPAIR SEEDING	350.000 LB	2.00000	700.00
0143	6093000000-E FERTILIZER FOR REPAIR SEEDING	1.000 TON	800.00000	800.00
0144	6096000000-E SEED FOR SUPPLEMENTAL SEEDING	775.000 LB	2.00000	1,550.00
0145	6108000000-E FERTILIZER TOPDRESSING	23.000 TON	500.00000	11,500.00
0146	6114500000-N SPECIALIZED HAND MOWING	10.000 MHR	110.00000	1,100.00

Contract ID: C204041

Project(s): NHPIM-0095(031)

Letting Date: 07-18-17 Call Order: 003

Bidder: 5072 - FSC II, LLC dba Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0147	6117000000-N RESPONSE FOR EROSION CONTROL	25.000 EA	600.00000	15,000.00
0148	6123000000-E REFORESTATION	1.000 ACR	3,000.00000	3,000.00
0149	6132000000-N GENERIC EROSION CONTROL ITEM CONCRETE WASHOUT STRUCTURE	12.000 EA	1,500.00000	18,000.00
Section 0001 Total				49,814,190.18
Section 0002 CULVERT ITEMS				
Alt Group				
0150	8196000000-E CLASS A CONCRETE (CULVERT)	11.600 CY	5,000.00000	58,000.00
0151	8245000000-E REINFORCING STEEL (CULVERT)	890.000 LB	3.50000	3,115.00
Section 0002 Total				61,115.00
Section 0004 STRUCTURE ITEMS				
Alt Group				
0152	8035000000-N REMOVAL OF EXISTING STRUCTURE AT STATION ***** (17+77.11 -Y1-)	LUMP	LUMP	200,000.00
0153	8035000000-N REMOVAL OF EXISTING STRUCTURE AT STATION ***** (20+25.64 -Y4-)	LUMP	LUMP	200,000.00

Dept of Transportation

Revised:

Contract ID: C204041

Project(s): NHPIM-0095(031)

Letting Date: 07-18-17 Call Order: 003

Bidder: 5072 - FSC II, LLC dba Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0154	8105560000-E 4'-0" DIA DRILLED PIERS IN SOIL	211.000	800.00000	168,800.00
		LF		
0155	8105660000-E 4'-0" DIA DRILLED PIERS NOT IN SOIL	21.000	800.00000	16,800.00
		LF		
0156	8112730000-N PDA TESTING	2.000	4,000.00000	8,000.00
		EA		
0157	8113000000-N SID INSPECTIONS	2.000	500.00000	1,000.00
		EA		
0158	8114000000-N SPT TESTING	3.000	1,250.00000	3,750.00
		EA		
0159	8115000000-N CSL TESTING	2.000	2,000.00000	4,000.00
		EA		
0160	8121000000-N UNCLASSIFIED D STRUCTURE EXCAVATION AT STATION ***** (17+77.11 -Y1-)	LUMP	LUMP	35,000.00
0161	8121000000-N UNCLASSIFIED D STRUCTURE EXCAVATION AT STATION ***** (20+25.64 -Y4-)	LUMP	LUMP	20,000.00
0162	8147000000-E REINFORCED CONCRETE DECK SLAB	20,088.000	36.00000	723,168.00
		SF		
0163	8161000000-E GROOVING BRIDGE FLOORS	18,613.000	0.60000	11,167.80
		SF		
0164	8182000000-E CLASS A CONCRETE (BRIDGE)	311.500	850.00000	264,775.00
		CY		

Dept of Transportation

Revised:

Contract ID: C204041

Project(s): NHPIM-0095(031)

Letting Date: 07-18-17 Call Order: 003

Bidder: 5072 - FSC II, LLC dba Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0165	8210000000-N BRIDGE APPROACH SLABS, STATION***** (17+77.11 -Y1-)	LUMP	LUMP	35,000.00
0166	8210000000-N BRIDGE APPROACH SLABS, STATION***** (20+25.64 -Y4-)	LUMP	LUMP	36,500.00
0167	8217000000-E REINFORCING STEEL (BRIDGE)	60,022.000 LB	1.00000	60,022.00
0168	8238000000-E SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	7,716.000 LB	2.50000	19,290.00
0169	8280000000-E APPROX LBS STRUCTURALSTEEL	LUMP	LUMP	1,100,000.00
0170	8328200000-E PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP 12 X 53)	36.000 EA	700.00000	25,200.00
0171	8364000000-E HP12X53 STEEL PILES	1,925.000 LF	28.00000	53,900.00
0172	8393000000-N PILE REDRIVES	20.000 EA	100.00000	2,000.00
0173	8503000000-E CONCRETE BARRIER RAIL	1,020.140 LF	100.00000	102,014.00
0174	8531000000-E 4" SLOPE PROTECTION	1,210.000 SY	100.00000	121,000.00
0175	8654000000-N DISC BEARINGS	LUMP	LUMP	33,000.00

Dept of Transportation

Revised:

Contract ID: C204041

Project(s): NHPIM-0095(031)

Letting Date: 07-18-17 Call Order: 003

Bidder: 5072 - FSC II, LLC dba Fred Smith Company

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0176	8657000000-N ELASTOMERIC BEARINGS	LUMP	LUMP	12,000.00
0177	8692000000-N FOAM JOINT SEALS	LUMP	LUMP	18,000.00
0178	8860000000-N GENERIC STRUCTURE ITEM ASBESTOS ASSESSMENT	LUMP	LUMP	5,000.00
Section 0004 Total				3,279,386.80
Bid Total				53,154,691.98

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: C204041
 LETTING: L170718 CALL: 003
 VENDOR: 5072 FSC II, LLC dba Fred Smith Company

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

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

0069	3030000000-E	STL BM GUARD	LF	6125.000	16.00000	98000.00
0070	3060000000-E	SBGR DOUBLE	LF	3125.000	21.00000	65625.00
0071	3150000000-N	ADDIT GUARDR	EA	50.000	44.00000	2200.00
0072	3210000000-N	GR ANCHOR TY	EA	10.000	650.00000	6500.00
0073	3287000000-N	GR END TYPE	EA	13.000	3100.00000	40300.00
0074	3317000000-N	GR ANCHOR TY	EA	22.000	1950.00000	42900.00
0075	3360000000-E	REMOVE EXIST	LF	40500.000	1.00000	40500.00
0076	3380000000-E	TEMP STL BM	LF	8400.000	14.00000	117600.00
0077	3383000000-E	TMP STL BM G	LF	3900.000	18.50000	72150.00
0078	3387000000-N	TEMP GDRL AN	EA	20.000	350.00000	7000.00
0079	3389150000-N	TEMP GDRL EN	EA	14.000	3100.00000	43400.00
0080	3420000000-E	GENERIC GUAR	LF	4000.000	18.50000	74000.00
0081	3435000000-N	GENERIC GUAR	EA	10.000	66.00000	660.00
0082	3503000000-E	WOVEN WIRE F	LF	4000.000	4.50000	18000.00
0083	3509000000-E	4" TIMBER PO	EA	250.000	40.00000	10000.00
0084	3515000000-E	5" TIMBER PO	EA	75.000	50.00000	3750.00

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 642,585.00
 DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 642,585

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

0064	2724000000-E	PC REINF BAR	LF	80.000	155.00000	12400.00
0066	2752000000-E	GENERIC PAVI	LF	30.000	145.00000	4350.00
0096	4465000000-N	TEMPORARY CR	EA	26.000	7250.00000	188500.00
0097	4470000000-N	RESET CRASH	EA	14.000	1800.00000	25200.00
0099	4485000000-E	PORT CONC BA	LF	67340.000	21.90000	1474746.00
0100	4500000000-E	RESET PORT C	LF	109020.000	3.50000	381570.00

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 2,086,766.00
 DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 2,086,7

DBE SUBCONTRACTOR: 9210 AUSTIN TRUCKING LLC
 Will Use Quote: Yes

0038	1491000000-E	ASP CONC BAS	TON	25000.000	6.92800	173200.00
		PARTIAL QNTY PAID AT VARYING PER TON RATES				
0039	1508000000-E	ASP CONC INT	TON	100000.000	5.31800	531800.00
		PARTIAL QNTY PAID AT VARYING PER TON RATES				
0040	1524200000-E	ASP CONC SUR	TON	55000.000	5.68900	312895.00
		PAID AT VARYING PER TON RATES				

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

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 1,017,895.00
 DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 1,017,8

TOTAL DBE COMMITMENT FOR VENDOR: Entered: 7.05% or 3747246.00
 Required: 7.00% or 3720828.44
 <GOAL MET>

THIS PROPOSAL CONTAINS THE FOLLOWING ERRORS/WARNINGS (IF ANY)

This Bid contains 0 amendment files

Electronic Bid Submission

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

I Hereby certify that I have the authority to submit this bid.

Signature

Agency

Date

Contract Item Sheets For C204041

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum LS	2,655,000.00	2,655,000.00
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum LS	125,000.00	125,000.00
0003	0001000000-E	200	CLEARING & GRUBBING .. ACRE(S)	Lump Sum LS	2,540,000.00	2,540,000.00
0004	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUB- BING	1 ACR	15,000.00	15,000.00
0005	0022000000-E	225	UNCLASSIFIED EXCAVATION	140,000 CY	22.00	3,080,000.00
0006	0030000000-N	SP	BRIDGE APPROACH FILL - SUB REGIONAL TIER, STATION ***** (17+77.11 -Y1-)	Lump Sum LS	25,000.00	25,000.00
0007	0030000000-N	SP	BRIDGE APPROACH FILL - SUB REGIONAL TIER, STATION ***** (20+25.64 -Y4-)	Lump Sum LS	20,000.00	20,000.00
0008	0036000000-E	225	UNDERCUT EXCAVATION	4,350 CY	25.00	108,750.00
0009	0106000000-E	230	BORROW EXCAVATION	56,000 CY	11.00	616,000.00
0010	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	142,000 SY	7.00	994,000.00
0011	0177000000-E	250	BREAKING OF EXISTING ASPHALT PAVEMENT	3,800 SY	4.50	17,100.00
0012	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	15,600 SY	2.75	42,900.00
0013	0223000000-E	275	ROCK PLATING	7,360 SY	55.00	404,800.00
0014	0255000000-E	SP	GENERIC GRADING ITEM ABC(M) SHOULDER CONSTRUCTION	8,500 TON	30.00	255,000.00
0015	0255000000-E	SP	GENERIC GRADING ITEM SELECT GRANULAR MATERIAL, CLASS III TYPE 2	175,900 TON	22.00	3,869,800.00
0016	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	580 TON	41.00	23,780.00
0017	0320000000-E	300	FOUNDATION CONDITIONING GEO- TEXTILE	1,820 SY	2.75	5,005.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0018	0335200000-E	305	15" DRAINAGE PIPE	348 LF	60.00	20,880.00
0019	0335850000-E	305	*** DRAINAGE PIPE ELBOWS (15")	14 EA	300.00	4,200.00
0020	0448000000-E	310	***** RC PIPE CULVERTS, CLASS IV (48")	8 LF	500.00	4,000.00
0021	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	2,448 LF	48.00	117,504.00
0022	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	2,000 LF	53.00	106,000.00
0023	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	232 LF	73.00	16,936.00
0024	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	16 LF	95.00	1,520.00
0025	0448600000-E	310	36" RC PIPE CULVERTS, CLASS IV	76 LF	124.00	9,424.00
0026	0973100000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B IN SOIL (15", 0.28")	160 LF	250.00	40,000.00
0027	0973100000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B IN SOIL (18", 0.31")	72 LF	260.00	18,720.00
0028	0973100000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B IN SOIL (24", 0.31")	76 LF	315.00	23,940.00
0029	0995000000-E	340	PIPE REMOVAL	529 LF	35.00	18,515.00
0030	0996000000-N	350	PIPE CLEAN-OUT	2 EA	1,900.00	3,800.00
0031	1000000000-E	462	6" SLOPE PROTECTION	570 SY	88.90	50,673.00
0032	1011000000-N	500	FINE GRADING	Lump Sum LS	1,450,000.00	1,450,000.00
0033	1220000000-E	545	INCIDENTAL STONE BASE	100 TON	60.00	6,000.00
0034	1264000000-E	SP	DITCHING	28,130 LF	6.00	168,780.00
0035	1297000000-E	607	MILLING ASPHALT PAVEMENT, ***** DEPTH (2")	33,000 SY	2.15	70,950.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0036	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (3/4")	191,000 SY	1.40	267,400.00
0037	1308000000-E	607	MILLING ASPHALT PAVEMENT, **** TO ***** (0" TO 1-3/4")	8,100 SY	7.85	63,585.00
0038	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	83,000 TON	39.20	3,253,600.00
0039	1508000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0D	129,500 TON	36.60	4,739,700.00
0040	1524200000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5D	93,500 TON	39.70	3,711,950.00
0041	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	9,480 TON	450.00	4,266,000.00
0042	1577000000-E	620	POLYMER MODIFIED ASPHALT BIN- DER FOR PLANT MIX	5,330 TON	650.00	3,464,500.00
0043	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	500 TON	120.00	60,000.00
0044	1840000000-E	665	MILLED RUMBLE STRIPS (ASPHALT CONCRETE)	137,000 LF	0.09	12,330.00
0045	1891000000-E	SP	GENERIC PAVING ITEM REPAIR OF JOINTED CONCRETE PAVEMENT SLABS	5,500 SY	160.00	880,000.00
0046	2022000000-E	815	SUBDRAIN EXCAVATION	672 CY	33.00	22,176.00
0047	2033000000-E	815	SUBDRAIN FINE AGGREGATE	504 CY	65.00	32,760.00
0048	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	3,000 LF	18.00	54,000.00
0049	2070000000-N	815	SUBDRAIN PIPE OUTLET	6 EA	400.00	2,400.00
0050	2077000000-E	815	6" OUTLET PIPE	36 LF	65.00	2,340.00
0051	2253000000-E	840	PIPE COLLARS	5 CY	1,900.00	9,500.00
0052	2264000000-E	840	PIPE PLUGS	0.13 CY	6,000.00	780.00
0053	2275000000-E	SP	FLOWABLE FILL	22 CY	400.00	8,800.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0054	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	127 EA	3,200.00	406,400.00
0055	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	106 LF	150.00	15,900.00
0056	2355000000-N	840	FRAME WITH GRATE, STD 840.29	10 EA	900.00	9,000.00
0057	2364200000-N	840	FRAME WITH TWO GRATES, STD 840.20	105 EA	1,000.00	105,000.00
0058	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	8 EA	1,000.00	8,000.00
0059	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	3 EA	1,000.00	3,000.00
0060	2396000000-N	840	FRAME WITH COVER, STD 840.54	1 EA	900.00	900.00
0061	2619000000-E	850	4" CONCRETE PAVED DITCH	550 SY	80.00	44,000.00
0062	2703000000-E	854	CONCRETE BARRIER, TYPE ***** (SPECIAL TYPE T)	28,700 LF	180.00	5,166,000.00
0063	2710000000-N	854	CONCRETE BARRIER TRANSITION SECTION	6 EA	28,000.00	168,000.00
0064	2724000000-E	857	PRECAST REINFORCED CONCRETE BARRIER, SINGLE FACED	80 LF	285.00	22,800.00
0065	2752000000-E	SP	GENERIC PAVING ITEM MEDIAN HAZARD PROTECTION	170 LF	350.00	59,500.00
0066	2752000000-E	SP	GENERIC PAVING ITEM PRECAST CONCRETE BARRIER DOUBLE FACED (ANCHORED)	30 LF	160.00	4,800.00
0067	2815000000-N	858	ADJUSTMENT OF DROP INLETS	113 EA	500.00	56,500.00
0068	2905000000-N	859	CONVERT EXISTING DROP INLET TO JUNCTION BOX	1 EA	1,400.00	1,400.00
0069	3030000000-E	862	STEEL BM GUARDRAIL	6,125 LF	16.00	98,000.00
0070	3060000000-E	862	STEEL BM GUARDRAIL, DOUBLE FACED	3,125 LF	20.00	62,500.00
0071	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	50 EA	44.00	2,200.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0072	3210000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE CAT-1	10 EA	550.00	5,500.00
0073	3287000000-N	SP	GUARDRAIL END UNITS, TYPE TL-3	13 EA	3,000.00	39,000.00
0074	3317000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE B-77	22 EA	1,850.00	40,700.00
0075	3360000000-E	863	REMOVE EXISTING GUARDRAIL	40,500 LF	0.50	20,250.00
0076	3380000000-E	862	TEMPORARY STEEL BM GUARDRAIL	8,400 LF	11.00	92,400.00
0077	3383000000-E	862	TEMPORARY STEEL BM GUARDRAIL, DOUBLE FACED	3,900 LF	14.00	54,600.00
0078	3387000000-N	862	TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE ***** (CAT-1)	20 EA	250.00	5,000.00
0079	3389150000-N	SP	TEMPORARY GUARDRAIL END UNITS, TYPE ***** (TL-3)	14 EA	3,000.00	42,000.00
0080	3420000000-E	SP	GENERIC GUARDRAIL ITEM STEEL BEAM GUARDRAIL WITH 8' POSTS	4,000 LF	18.00	72,000.00
0081	3435000000-N	SP	GENERIC GUARDRAIL ITEM ADDITIONAL GUARDRAIL POSTS (8')	10 EA	66.00	660.00
0082	3503000000-E	866	WOVEN WIRE FENCE, 47" FABRIC	4,000 LF	4.00	16,000.00
0083	3509000000-E	866	4" TIMBER FENCE POSTS, 7'-6" LONG	250 EA	22.00	5,500.00
0084	3515000000-E	866	5" TIMBER FENCE POSTS, 8'-0" LONG	75 EA	40.00	3,000.00
0085	3649000000-E	876	RIP RAP, CLASS B	55 TON	100.00	5,500.00
0086	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	1,515 SY	2.75	4,166.25
0087	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	12,164 SF	9.55	116,166.20
0088	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	4,807 SF	0.01	48.07

Contract Item Sheets For C204041

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0089	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	333 SF	6.95	2,314.35
0090	4415000000-N	1115	FLASHING ARROW BOARD	4 EA	1.00	4.00
0091	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	11 EA	1.00	11.00
0092	4430000000-N	1130	DRUMS	2,071 EA	0.01	20.71
0093	4435000000-N	1135	CONES	370 EA	15.00	5,550.00
0094	4445000000-E	1145	BARRICADES (TYPE III)	352 LF	23.00	8,096.00
0095	4450000000-N	1150	FLAGGER	1,280 HR	25.00	32,000.00
0096	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	26 EA	7,350.00	191,100.00
0097	4470000000-N	1160	RESET TEMPORARY CRASH CUSHION	14 EA	1,825.00	25,550.00
0098	4480000000-N	1165	TMA	6 EA	1.00	6.00
0099	4485000000-E	1170	PORTABLE CONCRETE BARRIER	67,340 LF	24.00	1,616,160.00
0100	4500000000-E	1170	RESET PORTABLE CONCRETE BARRIER	109,020 LF	3.75	408,825.00
0101	4510000000-N	SP	LAW ENFORCEMENT	4,080 HR	45.00	183,600.00
0102	4516000000-N	1180	SKINNY DRUM	370 EA	0.01	3.70
0103	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM SEQUENTIAL FLASHING WARNING LIGHTS	52 EA	1.00	52.00
0104	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM WORK ZONE DIGITAL SPEED LIMIT SIGNS	16 EA	1.00	16.00
0105	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM WORK ZONE PRESENCE LIGHTING	18 EA	1.00	18.00
0106	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	6,116 EA	5.00	30,580.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0107	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	4,600 LF	1.00	4,600.00
0108	4688000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (6", 90 MILS)	185,255 LF	1.25	231,568.75
0109	4690000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (6", 120 MILS)	21,827 LF	1.50	32,740.50
0110	4700000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	11,130 LF	2.60	28,938.00
0111	4710000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	208 LF	20.00	4,160.00
0112	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	31 EA	350.00	10,850.00
0113	4770000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (IV)	61,800 LF	1.60	98,880.00
0114	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	3,140,760 LF	0.19	596,744.40
0115	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	88,560 LF	0.50	44,280.00
0116	4825000000-E	1205	PAINT PAVEMENT MARKING LINES (12")	180 LF	1.00	180.00
0117	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	416 LF	3.00	1,248.00
0118	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	206 EA	35.00	7,210.00
0119	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	507,250 LF	0.21	106,522.50
0120	4860000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (8")	16,605 LF	0.30	4,981.50
0121	4875000000-N	1205	REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS	72 EA	50.00	3,600.00
0122	4905000000-N	1253	SNOWPLOWABLE PAVEMENT MARKERS	1,643 EA	30.00	49,290.00
0123	5255000000-N	1413	PORTABLE LIGHTING	Lump Sum LS	500,000.00	500,000.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0124	6000000000-E	1605	TEMPORARY SILT FENCE	77,805 LF	2.00	155,610.00
0125	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	3,285 TON	50.00	164,250.00
0126	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	3,305 TON	45.00	148,725.00
0127	6012000000-E	1610	SEDIMENT CONTROL STONE	5,440 TON	40.00	217,600.00
0128	6015000000-E	1615	TEMPORARY MULCHING	30.5 ACR	1,200.00	36,600.00
0129	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	2,000 LB	0.01	20.00
0130	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	10 TON	100.00	1,000.00
0131	6024000000-E	1622	TEMPORARY SLOPE DRAINS	2,335 LF	10.00	23,350.00
0132	6029000000-E	SP	SAFETY FENCE	200 LF	5.00	1,000.00
0133	6030000000-E	1630	SILT EXCAVATION	5,060 CY	15.00	75,900.00
0134	6036000000-E	1631	MATTING FOR EROSION CONTROL	14,500 SY	1.40	20,300.00
0135	6037000000-E	SP	COIR FIBER MAT	100 SY	10.00	1,000.00
0136	6042000000-E	1632	1/4" HARDWARE CLOTH	8,415 LF	3.75	31,556.25
0137	6071010000-E	SP	WATTLE	3,750 LF	10.00	37,500.00
0138	6071020000-E	SP	POLYACRYLAMIDE (PAM)	750 LB	8.00	6,000.00
0139	6071030000-E	1640	COIR FIBER BAFFLE	465 LF	6.00	2,790.00
0140	6084000000-E	1660	SEEDING & MULCHING	33 ACR	2,100.00	69,300.00
0141	6087000000-E	1660	MOWING	21 ACR	150.00	3,150.00
0142	6090000000-E	1661	SEED FOR REPAIR SEEDING	350 LB	2.00	700.00
0143	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	1 TON	800.00	800.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0144	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	775 LB	2.00	1,550.00
0145	6108000000-E	1665	FERTILIZER TOPDRESSING	23 TON	500.00	11,500.00
0146	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR	110.00	1,100.00
0147	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	25 EA	600.00	15,000.00
0148	6123000000-E	1670	REFORESTATION	1 ACR	3,000.00	3,000.00
0149	6132000000-N	SP	GENERIC EROSION CONTROL ITEM CONCRETE WASHOUT STRUCTURE	12 EA	1,500.00	18,000.00

Contract Item Sheets For C204041

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0150	8196000000-E	420	CLASS A CONCRETE (CULVERT)	11.6 CY	5,000.00	58,000.00
0151	8245000000-E	425	REINFORCING STEEL (CULVERT)	890 LB	3.50	3,115.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0152	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (17+77.11 -Y1-)	Lump Sum LS	200,000.00	200,000.00
0153	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (20+25.64 -Y4-)	Lump Sum LS	200,000.00	200,000.00
0154	8105560000-E	411	4'-0" DIA DRILLED PIERS IN SOIL	211 LF	800.00	168,800.00
0155	8105660000-E	411	4'-0" DIA DRILLED PIERS NOT IN SOIL	21 LF	800.00	16,800.00
0156	8112730000-N	450	PDA TESTING	2 EA	4,000.00	8,000.00
0157	8113000000-N	411	SID INSPECTIONS	2 EA	500.00	1,000.00
0158	8114000000-N	411	SPT TESTING	3 EA	1,250.00	3,750.00
0159	8115000000-N	411	CSL TESTING	2 EA	2,000.00	4,000.00
0160	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVA- TION AT STATION ***** (17+77.11 -Y1-)	Lump Sum LS	35,000.00	35,000.00
0161	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVA- TION AT STATION ***** (20+25.64 -Y4-)	Lump Sum LS	20,000.00	20,000.00
0162	8147000000-E	420	REINFORCED CONCRETE DECK SLAB	20,088 SF	36.00	723,168.00
0163	8161000000-E	420	GROOVING BRIDGE FLOORS	18,613 SF	0.60	11,167.80
0164	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	311.5 CY	850.00	264,775.00
0165	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (17+77.11 -Y1-)	Lump Sum LS	35,000.00	35,000.00
0166	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (20+25.64 -Y4-)	Lump Sum LS	36,500.00	36,500.00
0167	8217000000-E	425	REINFORCING STEEL (BRIDGE)	60,022 LB	1.00	60,022.00
0168	8238000000-E	425	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	7,716 LB	2.50	19,290.00

Contract Item Sheets For C204041

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0169	8280000000-E	440	APPROX LBS STRUCTURAL STEEL	730,300 LS	1,100,000.00	1,100,000.00
0170	8328200000-E	SP	PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP 12 X 53)	36 EA	700.00	25,200.00
0171	8364000000-E	450	HP12X53 STEEL PILES	1,925 LF	28.00	53,900.00
0172	8393000000-N	450	PILE REDRIVES	20 EA	100.00	2,000.00
0173	8503000000-E	460	CONCRETE BARRIER RAIL	1,020.14 LF	100.00	102,014.00
0174	8531000000-E	462	4" SLOPE PROTECTION	1,210 SY	100.00	121,000.00
0175	8654000000-N	SP	DISC BEARINGS	Lump Sum LS	33,000.00	33,000.00
0176	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum LS	12,000.00	12,000.00
0177	8692000000-N	SP	FOAM JOINT SEALS	Lump Sum LS	18,000.00	18,000.00
0178	8860000000-N	SP	GENERIC STRUCTURE ITEM ASBESTOS ASSESSMENT	Lump Sum LS	5,000.00	5,000.00

TOTAL AMOUNT OF BID FOR ENTIRE PROJECT

\$53,154,691.98

Contract No. C204041
County Johnston

Rev. 5-19-11

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

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.

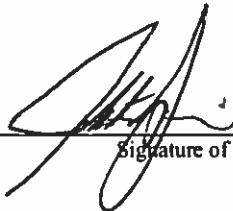
SIGNATURE OF CONTRACTOR

FSC II LLC, DBA Fred Smith Company

Full Name of Firm

6105 Chapel Hill Road, Raleigh, NC 27607

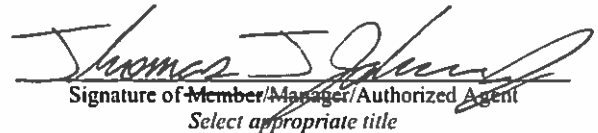
Address as Prequalified



Signature of Witness

Johnathan Lewis

Print or type Signer's name



Signature of Member/Manager/Authorized Agent
Select appropriate title

Thomas T. Johnson, Jr.

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

7th day of August 20 .



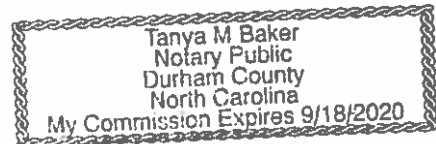
Signature of Notary Public

of Wake County

State of North Carolina

My Commission Expires: 9.18.20

NOTARY SEAL



DEBARMENT CERTIFICATION

Conditions for certification:

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

Contract No. C204041
County Johnston

Rev. 5-19-11

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

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

Check here if an explanation is attached to this certification.

Contract No. **C204041**

County (ies): **Johnston**

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Ronald E. Davenport, Jr.
F81B6038A47A442...

Contract Officer

8/9/2017

Date

Execution of Contract and Bonds
Approved as to Form:

DocuSigned by:
Allison Angell
A6A0E93483DE423...

Attorney General

8/8/2017

Date

Signature Sheet (Bid - Acceptance by Department)

Contract No
County

C204041

Johnston

Rev 5-17-11

CONTRACT PAYMENT BOND

Date of Payment Bond Execution July 31, 2017

Name of Principal Contractor FSC II, LLC dba Fred Smith Company

Name of Surety: Western Surety Company and Liberty Mutual Insurance Company

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

Amount of Bond: \$53,154,691.98

Contract ID No.: C204041

County Name: Johnston

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

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

Contract No.
County

C204041

Johnston

Rev 5-17-11

CONTRACT PAYMENT BOND

Affix Seal of Surety Company

Western Surety Company and Liberty Mutual Insurance Company

Print or type Surety Company Name

By **Renee Ellis**

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

Renee Ellis

Signature of Attorney-in-Fact



Billie Jo Sanders
Signature of Witness

Billie Jo Sanders

Print or type Signer's name



2601 Bell Road, Montgomery, Alabama 36117

Address of Attorney-in-Fact

Contract No.
County

C204041

Johnston

Rev 5-17-11

CONTRACT PAYMENT BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

FSC II, LLC dba Fred Smith Company

Full name of Firm

6105 Chapel Hill Road, Raleigh, NC 27607

Address as prequalified

By:



Signature of ~~Member~~, ~~Manager~~, Authorized Agent
Select appropriate title

Thomas T. Johnson, Jr., Vice President

Print or type Signer's name

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr, David J Durden, Milton A Kopf III, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota, that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021

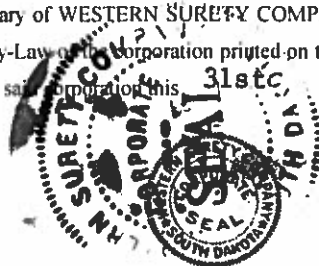


S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the Corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 31st day of July, 2017.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

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

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

Certificate No. 7649506

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Billie Jo Sanders; David J. Durden; Milton A. Kopf; Paul B. Scott Jr; Renee Ellis; Thomas J. Gentile

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of March, 2017.



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 7th day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of July, 2017.



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

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

To confirm the validity of this Power of Attorney call

Contract No.
County

C204041

JOHNSTON

Rev 5-17-11

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: July 31, 2017

Name of Principal Contractor: FSC II, LLC dba Fred Smith Company

Name of Surety: Western Surety Company and Liberty Mutual Insurance Company

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

Amount of Bond: \$53,154,691.98

Contract ID No.: C204041

County Name: Johnston

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

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

Contract No.
County

C204041

Johnston

Rev 5-17-11

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

Western Surety Company and Liberty Mutual Insurance Company

Print or type Surety Company Name

By **Renee Ellis**

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

Renee Ellis

Signature of Attorney-in-Fact



Billie Jo Sanders

Signature of Witness



Billie Jo Sanders

Print or type Signer's name

2601 Bell Road, Montgomery, Alabama 36117

Address of Attorney-in-Fact

Contract No
County

C204041

Johnston

Rev 5-17-11

CONTRACT PERFORMANCE BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

FSC II, LLC dba Fred Smith Company

Full name of Firm

6105 Chapel Hill Road, Raleigh, NC 27607

Address as prequalified

By:



Signature of ~~Member~~ **Manager**, Authorized Agent
Select appropriate title

Thomas T. Johnson, Jr., Vice President

Print or type Signer's name