C203070

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

CONTRACT AND
CONTRACT BONDS

FOR CONTRACT NO. C203070

WBS 3B.101011 STATE FUNDED

COUNTY OF BRUNSWICK
THIS IS THE ROADWAY & STRUCTURE CONTRACT
ROUTE NUMBER NC 133 LENGTH 0.810 MILES
LOCATION BRIDGE #14 ON NC-133 OVER THE INTRACOASTAL WATERWAY.

CONTRACTOR HRI INC DBA HRI BRIDGE COMPANY
ADDRESS 1750 WEST COLLEGE AVENUE
STATE COLLEGE, PA 16801

BIDS OPENED JANUARY 15, 2013
CONTRACT EXECUTION FEB 12 2013

Revised 1-3-13

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

PROPOSAL

DATE AND TIME OF BID OPENING: **JANUARY 15, 2013 AT 2:00 PM**

CONTRACT ID C203070
WBS 3B.101011

FEDERAL-AID NO. STATE FUNDED
COUNTY BRUNSWICK
T.I.P. NO.
MILES 0.810
ROUTE NO. NC 133
LOCATION BRIDGE #14 ON NC-133 OVER THE INTRACOASTAL WATERWAY

TYPE OF WORK BRIDGE PRESERVATION.

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. NOT WITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING, REGARDLESS OF FUNDING SOURCES.

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A <u>ROADWAY & STRUCTURE</u> PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

PROPOSAL FOR THE CONSTRUCTION OF

CONTRACT No. C203070 IN BRUNSWICK 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. **C203070**; 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. **C203070** in **Brunswick 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.

NORTH CAROLINA PROFESSIONAL SEAL 21076 ENGINEER RANDY A. GARRIS

12/3/12

State Contract Officer

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PROJECT SPECIAL PROVISIONS

GENERAL

CONTRACT TIME AND LIQUIDATED DAMAGES (No Permits):

(7-1-95) (Rev. 12-18-07) 108 SP1 G05 B

The date of availability for this contract is the date the Contractor begins work but not before **March 1, 2013** or later than **August 1, 2013**.

The completion date for this contract is the date that is **four hundred thirty (430)** consecutive calendar days after and including the date of availability.

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 **One Thousand Dollars ($1,000.00)** per calendar day. At the preconstruction conference the Contractor shall declare his expected date for beginning work. Should the Contractor desire to revise this date after the preconstruction conference, he shall notify the Engineer in writing at least thirty (30) days prior to the revised date.

INTERMEDIATE CONTRACT TIME NUMBER 1 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 **NC 133** during the following time restrictions:

DAY AND TIME RESTRICTIONS

March 15 to October 1
Monday thru Thursday from 6:00 AM TO 7:00 PM
and
Friday 6:00 AM to Sunday 7:00 PM

October 1 to March 15
Monday thru Thursday from 6:00 AM – 9:00 AM and 4:00 PM - 7:00 PM
and
Friday 6:00 AM to Sunday 7:00 PM

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

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.

2. For **New Year's Day**, between the hours of **6:00 am** December 31st and **7:00 pm** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **7:00 pm** the following Tuesday.

3. For **Easter**, between the hours of **6:00 am** Thursday and **7:00 pm** Monday.

4. For **Memorial Day**, between the hours of **6:00 am** Friday and **7:00 pm** Tuesday.

5. For **Independence Day**, between the hours of **6:00 am** the day before Independence Day and **7:00 pm** the day after Independence Day.

   If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 am** the Thursday before Independence Day and **7:00 pm** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **6:00 am** Friday and **7:00 pm** Tuesday.

7. For **Thanksgiving Day**, between the hours of **6:00 am** Tuesday and **7:00 pm** Monday.

8. For **Christmas**, between the hours of **6:00 am** the Friday before the week of Christmas Day and **7:00 pm** the following Tuesday after the week of Christmas Day.

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

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

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

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

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

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 **NC 133** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Friday 5:00 AM to Sunday Midnight
and
Monday thru Thursday from 5:00 AM to Midnight

The maximum allowable quantity of closures shall be **ten (10)** for **post-tensioning tendon replacement** for **NC 133**. The Contractor shall reopen the travel lanes to traffic as stated above.

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

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

The liquidated damages are **Five Hundred Dollars ($500.00)** per **fifteen (15) minutes**.

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
21	Latex Modified Concrete Overlay – Very Early Strength
22	Hydro-demolition of Bridge Deck
23	Placing & Finishing Latex Modified Concrete Overlay – Very Early Strength

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
14	Long-Life Pavement Markings
15	Permanent Pavement Markers

FUEL PRICE ADJUSTMENT:
(11-15-05) (Rev. 1-17-12) 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 **$ 3.3899** 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
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
Sand Asphalt Surface Course, Type ____	Gal/Ton	2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
__" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to __" Pavement	Gal/SY	0.245

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:
(7-15-08) (Rev. 6-19-12) 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:

	Fiscal Year	Progress (% of Dollar Value)
2013	(7/01/12 - 6/30/13)	47% of Total Amount Bid
2014	(7/01/13 - 6/30/14)	53% of Total Amount Bid

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

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:
(10-16-07)(Rev. 1-17-12) 102-15(J) SP1 G66

Description

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

Definitions

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

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

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

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

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

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

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

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

North Carolina Unified Certification Program (NCUCP) - A program that provides comprehensive services and information to applicants for MBE/WBE certification. The MBE/WBE program follows the same regulations as the federal Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26.

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

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

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

Forms and Websites Referenced in this Provision

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

DBE-IS *Subcontractor Payment Information* - Form for reporting the payments made to all MBE/WBE firms working on the project. This form is for paper bid projects only. http://www.ncdot.org/doh/forms/files/DBE-IS.xls

RF-1 *MBE/WBE Replacement Request Form* - Form for replacing a committed MBE or WBE. https://apps.dot.state.nc.us/_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/RF-1.pdf

SAF *Subcontract Approval Form* - Form required for approval to sublet the contract. http://www.ncdot.org/doh/operations/dp_chief_eng/constructionunit/saf.xls

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.
https://apps.dot.state.nc.us/_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/JC-1.pdf

Letter of Intent - Form signed by the Contractor and the MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE for the amount listed at the time of bid.
http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf

Listing of MBE and WBE Subcontractors Form - Form for entering MBE/WBE subcontractors on a project that will meet this MBE and WBE goals. This form is for paper bids only.
http://www.ncdot.gov/doh/preconstruct/ps/word/MISC3.doc

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where MBEs and WBEs quoted on the project. This sheet is submitted with good faith effort packages.
http://www.ncdot.gov/business/ocs/goodfaith/excel/Ex_Subcontractor_Quote_Comparison.xls

MBE and WBE Goal

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

(A) Minority Business Enterprises **0.0%**

(1) *If the MBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that MBEs participate in at least the percent of the contract as set forth above as the MBE goal.

(2) *If the MBE goal is zero*, the Contractor shall make an effort to recruit and use MBEs during the performance of the contract. Any MBE participation obtained shall be reported to the Department.

(B) Women Business Enterprises **0.0%**

(1) *If the WBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that WBEs participate in at least the percent of the contract as set forth above as the WBE goal.

(2) *If the WBE goal is zero*, the Contractor shall make an effort to recruit and use WBEs during the performance of the contract. Any WBE participation obtained shall be reported to the Department.

Directory of Transportation Firms (Directory)

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as MBE and WBE certified shall be used to meet the MBE and WBE goals respectively. The Directory can be found at the following link. https://partner.ncdot.gov/VendorDirectory/default.html

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

Listing of MBE/WBE Subcontractors

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

WBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of MBE and WBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

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

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

(2) Submit the contract line numbers of work to be performed by each MBE and WBE firm. When no figures or firms are entered, the bidder will be considered to have no MBE or WBE participation.

(3) The bidder shall be responsible for ensuring that the MBE and WBE are certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving either the MBE or WBE goal.

(B) Paper Bids

Blank forms will not be deemed to represent zero participation. Bids submitted that do not have MBE and WBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.

(1) *If either the MBE or WBE goal is more than zero,*

(a) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.

(b) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety.

(c) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the corresponding goal.

(2) *If either the MBE or WBE goal is zero,* bidders, at the time the bid proposal is submitted, shall enter the word "None"; or the number "0"; or if there is participation, add the value on the *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents.

MBE or WBE Prime Contractor

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

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

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

Written Documentation – Letter of Intent

The bidder shall submit written documentation for each MBE/WBE that will be used to meet the MBE and WBE goals of the contract, indicating the bidder's commitment to use the MBE/WBE in the contract. This documentation shall be submitted on the Department's form titled *Letter of Intent.*

The documentation shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on an official state holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 12:00 noon on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the MBE and WBE goals, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the MBE/WBE goal. If the lack of this participation drops the commitment below either the MBE or WBE goal, the Contractor shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the State Contractor Utilization Engineer or DBE@ncdot.gov no later than 12:00 noon on the eighth calendar day following opening of bids, unless the eighth day falls on an official state holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 12:00 noon on the next official state business day.

Submission of Good Faith Effort

If the bidder fails to meet or exceed either the MBE or the WBE goal, the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach that specific goal(s).

A hard copy and an electronic copy of this information shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 12:00 noon of the sixth calendar day following opening of bids unless the sixth day falls on an official state holiday. In that situation, it would be due in the office of the State Contractor Utilization Engineer the next official state business day. If the contractor cannot send the information electronically, then one complete set and 9 copies of this information shall be received under the same time constraints above.

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

Consideration of Good Faith Effort for Projects with MBE/WBE Goals More Than Zero

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

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

(A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.

(B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE and WBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

(C) Providing interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(D) (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract MBE or WBE goals, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.

(E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

(F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.

(G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening the Business Development Manager in the Business Opportunity and Work Force Development Unit to give notification of the bidder's inability to get MBE or WBE quotes.

(I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the MBE and WBE goal.

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

(1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the MBE and WBE goals.

(2) The bidders' past performance in meeting the MBE and WBE goals.

(3) The performance of other bidders in meeting the MBE and WBE goals. For example, when the apparent successful bidder fails to meet the goals, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goals. If the apparent successful bidder fails to meet the MBE and WBE goals, but meets or exceeds the average MBE and WBE participation obtained by other bidders, the Department may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

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

Non-Good Faith Appeal

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

Counting MBE/WBE Participation Toward Meeting MBE/WBE Goals

(A) Participation

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

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

Commercially Useful Function

(A) MBE/WBE Utilization

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

(B) MBE/WBE Utilization in Trucking

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

(1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the MBE or WBE goal.

(2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(3) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the goal requirement. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers

and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime liable for meeting the goal.

(5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.

(6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.

(7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

Banking MBE/WBE Credit

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

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

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

MBE/WBE Replacement

When a Contractor has relied on a commitment to a MBE or WBE firm (or an approved substitute MBE or WBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another MBE/WBE subcontractor, a non-MBE/WBE subcontractor, or with the Contractor's own forces or those of an affiliate. A MBE/WBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination.

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

The Contractor shall comply with the following for replacement of a committed MBE/WBE:

(A) Performance Related Replacement

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

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

(1) Copies of written notification to MBEs/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.

(2) Efforts to negotiate with MBEs/WBEs for specific subbids including, at a minimum:

(a) The names, addresses, and telephone numbers of MBEs/WBEs who were contacted.

(b) A description of the information provided to MBEs/WBEs regarding the plans and specifications for portions of the work to be performed.

(3) A list of reasons why MBE/WBE quotes were not accepted.

(4) Efforts made to assist the MBEs/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

(1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.

(2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another similarly certified MBE/WBE subcontractor to perform at least the same amount of work to meet the MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

Changes in the Work

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

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

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

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

Reports and Documentation

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

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

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

Reporting Minority and Women Business Enterprise Participation

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

(A) Withholding of money due in the next partial pay estimate; or

(B) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

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

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

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

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

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

(A) Electronic Bids Reporting

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

(B) Paper Bids Reporting

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

Failure to Meet Contract Requirements

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

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.

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.

OUTSOURCING OUTSIDE THE USA:

(9-21-04) (Rev. 5-16-06) SP1 G150

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

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

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

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09) 107-1 SP1 G152

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

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

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

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

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".

PROJECT SPECIAL PROVISIONS

ROADWAY

ASPHALT PAVEMENTS - SUPERPAVE:
(6-19-12) 605 SP6 R01

Revise the *2012 Standard Specifications* as follows:

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

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

TABLE 605-1
APPLICATION RATES FOR TACK COAT

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

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

TABLE 605-2
APPLICATION TEMPERATURE FOR TACK COAT

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

Page 6-18, 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:
http://www.ncdot.org/doh/operations/materials/pdf/wma.pdf.

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.*

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 **$ 557.33** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **December 1, 2012**.

FINAL SURFACE TESTING NOT REQUIRED:
(5-18-04) (Rev. 5-15-12) 610 SP6 R45

Final surface testing is not required on this project.

MATERIALS:
(2-21-12) (Rev. 12-18-12) 1000, 1005, 1080, 1081, 1092 SP10 R01

Revise the *2012 Standard Specifications* as follows:

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

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

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

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 Aggre-gate	Rounded Aggregate	Angular Aggre-gate			Min.	Max.	Min.	Max.
Units	*psi*					*inch*	*inch*	*lb/cy*	*lb/cy*	*lb/cy*	*lb/cy*
AA	4,500	0.381	0.426	-	-	3.5	-	639	715	-	-
AA Slip Form	4,500	0.381	0.426	-	-	1.5	-	639	715	-	-
Drilled Pier	4,500	-	-	0.450	0.450	-	5-7 dry 7-9 wet	-	-	640	800
A	3,000	0.488	0.532	0.550	0.594	3.5	4	564	-	602	-
B	2,500	0.488	0.567	0.559	0.630	2.5	4	508	-	545	-
B Slip Formed	2,500	0.488	0.567	-	-	1.5	-	508	-	-	-
Sand 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 10-23, Table 1005-1, AGGREGATE GRADATION-COARSE AGGREGATE, replace with the following:

TABLE 1005-1
AGGREGATE GRADATION - COARSE AGGREGATE

Percentage of Total by Weight Passing

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

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

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

TABLE 1078-1
REQUIREMENTS FOR CONCRETE

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

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

(B) At least 3 panels prepared as specified in 5.5.10 of AASHTO M 300, Bullet Hole Immersion Test.

(C) At least 3 panels of 4"x6"x1/4" for the Elcometer Adhesion Pull Off Test, ASTM D4541.

(D) A certified test report from an approved independent testing laboratory for the Salt Fog Resistance Test, Cyclic Weathering Resistance Test, and Bullet Hole Immersion Test as specified in AASHTO M 300.

(E) A certified test report from an approved independent testing laboratory that the product has been tested for slip coefficient and meets AASHTO M253, Class B.

Page 10-162, Subarticle 1081-1(A) Classifications, lines 4-7, delete the second and third sentences of the description for Type 3A.

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

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

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

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

STABILIZATION REQUIREMENTS:

(11-4-11) S-2

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 Crimp)

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

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

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.

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".

NORTH CAROLINA PROFESSIONAL SEAL 18565 ENGINEER TIMOTHY M. SHERRILL 04/17/12

PROJECT SPECIAL PROVISIONS

Project 17BP.3.H.4 Brunswick County

SCOPE OF WORK

This work shall consist of furnishing all labor, equipment, and materials to rehabilitate elements of the existing bridge structure and overlay existing bridge deck with latex modified concrete as directed in the plans. Work includes: removing deteriorated concrete using hydro-demolition methods and overlaying with latex modified concrete, disposal of waste material, installing foam joint seals, grooving bridge deck, evaluation and replacement of transverse post-tensioning tendons, shotcrete and epoxy resin injection, asphalt milling and resurfacing, pavement markings, seeding and mulching all grassed areas disturbed; and all incidental items necessary to complete the project as specified and shown on the plans.

Work will be performed on existing bridge at the following location:

1.) Brunswick County Bridge #14 – NC 133 over Intracoastal Waterway (Latex Modified Concrete Overlay-Very Early Strength)

Contractor shall provide all necessary access; provide all traffic control; provide all staging areas, material storage, waste disposal, provide environmental controls to limit loss of materials from collection of hydro-demolition water, sawing equipment, and chipping equipment; and all else necessary to complete the work.

The contractor shall be responsible for fulfilling all requirements of the NCDOT Standard Specifications for Roads and Structures dated January 2012, except as otherwise specified herein.

HYDRO-DEMOLITION OF BRIDGE DECK (SPECIAL)

Description

Hydro-demolition shall consist of the removal of the deck surface by means of high pressure water blasting which will remove concrete, asphalt, oil, dirt, concrete laitance and rust from the exposed reinforcing bars by direct impact, pressurization of micro and macro cracks and cavitation produced by jet instability. **Contractor must determine rebar cover for the bridge with a pachometer or as directed by Engineer prior to beginning hydro-demolition. Readings from pachometer shall be taken in the presence of the Engineer. Readings should be taken at span 1/5 points longitudinally and span 1/3 points transversely. This work will be incidental to the cost of hydro-demolition of the bridge deck.** If reinforcing bars or bridge drainage devices are pulled up or snagged during scarification milling operations, the Contractor shall cease operations and consult with the Engineer to determine what adjustments, if any, need to be made to the roto-milling operations.

The Contractor shall submit for approval prior to beginning work, his Hydro-demolition Management Plan. This plan shall include how the Contractor shall provide for the

collection, treatment, and disposal of all run-off water generated by the scarification and hydro-demolition processes. This Water Management Plan shall be prepared in accordance the NCDOT Guidelines for Managing Hydro-demolition Water. The contractor shall comply with applicable regulation concerning such water disposal.

Equipment
Use the following surface preparation equipment:

- Hydro-demolition machine, self-propelled with min. 17,000 psi orifice pressure.
- Sawing equipment capable of sawing concrete to the specified depth.
- Scarifying equipment that is a power-operated, mechanical scarifier or grinder capable of removing at least 1/4 inch (6 mm) for each pass.
- Hand-held high velocity (7,500 psi minimum) water-jet equipment capable of removing rust scale from reinforcing steel, or removing small chips of concrete partially loosened by the scarifying or chipping operation, and of removing rehydrated dust left from scarification.
- Power driven hand tools for removal of unsound concrete are required that meet the following requirements:

  Pneumatic hammers weighing a nominal 35 lb (16 kg) or less.

  Pneumatic hammer chisel-type bits that do not exceed the diameter of the shaft in width.
- Hand tools such as hammers and chisels for removal of final particles of unsound concrete.
- Vibratory screed for overlays, except as noted herein.

The hydro-demolition machine shall be self-propelled and capable of producing a water-jet through an orifice at a pressure of at least 17,000 PSI. The machine shall move the jet transversely across the area and forward and backward so that the entire deck is covered with the water-jet and operated at a pressure sufficient to remove the unsound concrete.

The machine shall have sufficient means to control and vary the following functions:

(1) Water pressure.
(2) Angle and distance of the orifice in relation to the surface to be blasted.
(3) Limits of transverse and longitudinal movement of the orifice.
(4) Speed of the orifice in the transverse and longitudinal direction.

The high pressure pump (or pumps) shall be equipped with over-pressurization relief valves and rupture disc systems. All high pressure components shall be rated at full working pressure of the hydro-demolition system. The complete hydro-demolition system must be capable of depressurization from a single point.

The equipment must operate at a noise level of less than 90 decibels at a distance of 50 feet.

Construction Methods

Remove all existing asphalt overlays and all loose, disintegrated, unsound or contaminated concrete from the bridge deck in accordance with the following surface preparation classifications shown below:

Seal all expansion joints subjected to run-off water from the hydro-demolition process with material approved by the Engineer, prior to beginning the Class I Surface Preparation. The expansion joints shall remain sealed until water from the hydro-demolition process no longer passes over them. The contractor shall take all steps necessary to eliminate the flow of water through the expansion joints, and any other locations water could leak from the deck.

All deck drains in the immediate work area and the other sections of the bridge affected by the work being performed in the immediate work area shall be sealed prior to beginning the Deck Scarification. They shall remain sealed until it has been determined that materials from the hydro-demolition and concrete overlay operations can not be discharged through them any longer.

A. Scarifying Bridge Deck: Remove any asphalt wearing surface from the bridge deck and scarify the concrete deck to remove the entire concrete surface of the deck to a uniform depth ½" above the plan demolition depth , but not below ½" above the top mat of steel. A minimum ½" hydro-demolition depth is required.

   Estimated average cover to top mat:

   Brunswick #14: 1- 5/8" +/- $^{3}/_{8}$"

   (The above is from the best information available. The Contractor is responsible for confirming these dimensions in the field.)

Remove and dispose of all concrete and asphalt, and thoroughly clean the scarified surface. In areas where reinforcing steel is located in the depth to be scarified, use another method with the Engineer's approval. If reinforcing bars or bridge drainage devices are pulled up or snagged during scarification milling operations, the Contractor shall cease operations and consult with the Engineer to determine what adjustments, if any, need to be made.

B. Class I Surface Preparation (Partial Depth): Remove by hydro-demolition and by chipping with hand tools all loose, unsound and contaminated deck concrete and in areas where reinforcing steel is exposed by removing deck to an average depth of ½ inch below the top mat of reinforcing steel. Dispose of the removed concrete, clean, repair or replace rusted or loose reinforcing steel, and thoroughly clean the newly exposed surface.

Care shall be taken not to cut, stretch, or damage any exposed reinforcing steel.

C. Class II Surface Preparation (Partial Depth): Remove by hydro-demolition and by chipping with hand tools all loose, unsound and contaminated deck concrete to an average depth of approximately one-half the deck thickness, but no less than 3/4 inch below the top mat of steel. In areas where the entire perimeter of the

reinforcing steel bar is exposed, chip or use hand-held high velocity water-jet equipment to provide a minimum depth of 3/4 inch below the bar. Dispose of the removed concrete, clean, repair or replace rusted or loose reinforcing steel, and thoroughly clean the newly exposed surface.

Care shall be taken not to cut, stretch, or damage any exposed reinforcing steel.

In overhangs, removing concrete areas of less than 0.60 ft^2/ft length of bridge without overhang support is permitted unless the Engineer directs otherwise. Overhang support is required for areas removed greater than 0.60 ft^2/ft length of bridge. Submit details of overhang support to the Engineer for approval prior to beginning the work.

D. Class III Surface Preparation (Full Depth): Remove by hydro-demolition, and chipping with hand tools all loose, unsound and contaminated deck concrete to the full slab depth. Thoroughly clean the routed out areas and dispose of concrete removed and clean, repair, or replace reinforcing bars.

For areas of less than 3 ft^2 suspending forms from existing reinforcing steel using wire ties is permitted. For larger areas, support forms by blocking from the beam flanges, or other approved method.

Overhang support is required for full depth removal adjacent to bridge rails. Submit details of overhang support to the Engineer for approval prior to beginning the work.

E. Under Deck Containment: Under deck containment shall be installed under areas of the bridge deck where Class III surface preparation occurs. The containment shall be installed prior to hydro-demolition in the areas indicated on the plans and in any other areas where blow thru or full depth removal occurs during surface preparation.

Submit for approval detailed plans for under deck containment. Detail how waste, debris, and wastewater are kept from falling below.

F. Class AA Concrete: Fill the Class III surface preparation areas with Class AA or latex modified concrete up to the bottom of the proposed concrete overlay in accordance with the methods described below:

Refill areas where concrete was removed with Class AA concrete up to the bottom of the proposed concrete overlay in accordance with Section 420 of the Standard Specifications. Any of the methods for curing Class AA concrete as stated in the Standard Specifications are permitted except the membrane curing compound method.

Provide a raked finish to the surface of the Class AA concrete to provide a minimum relief of 1/16" and a maximum relief of ¼". Place the overlay course only after the Class AA concrete has attained 2500 psi (17.2 MPa) as measured by an approved, non-destructive test method.

Refilling the areas from which concrete has been removed with latex modified concrete during the Class III repair is permitted if any of the following conditions are met:

- The reinforcing steel cover is 1½ inches or less for the top mat of steel.
- The area being repaired is less than 1 yd^2.
- The Engineer directs the fill.

For areas of less than 3 ft^2 suspending forms from existing reinforcing steel using wire ties is permitted. For larger areas, support forms by blocking from the beam flanges, or other approved method.

Surface Preparation

Two trial areas shall be designated by the Engineer to demonstrate that the equipment, personnel, and methods of operation are capable of producing results to the satisfaction of the owner's Engineer. The first trial area shall consist of approximately 50 square feet of sound concrete as determined by the Engineer. The equipment shall be calibrated to remove the sound concrete from the scarified surface to the depth required to achieve the plan overlay thickness. After completion of this test area, the equipment shall be moved to the second area consisting of deteriorated or defective concrete, to determine whether this unsound concrete will be completely removed with the previous calibration and to establish a baseline for requiring the contractor to place under-deck containment in areas subject to full depth removal, before beginning the hydro-demolition process in a span. Should it be determined that not all defective concrete has been removed, the hydro-demolition system shall be recalibrated to remove an additional 1/4 inch of sound concrete, then re-test on deteriorated concrete.

If additional defective concrete is found, the depth of cut will increase in 1/4 inch increments until only sound concrete is found remaining.

When satisfactory results are obtained, the machine parameters shall be used for production removal. The contractor shall make adjustments to the operating parameters, as required, to perform concrete removal as indicated on the drawings and to adjust to the variance in the compressive strength of the concrete.

Hand held water blasting equipment, pneumatic hammers, and hand tools may be substituted for the hydro-demolition unit in areas inaccessible (such as adjacent to the curb) or inconvenient (such as small patch areas).

The Engineer will re-inspect after each removal and require additional removals until compliance with plans and specifications are met.

Regardless of the method of removal, the removal operation shall be stopped if it is determined that sound concrete is being removed. Appropriate recalibration, or change in equipment and methods shall be performed prior to resuming the removal operation.

The Contractor shall take all steps necessary to prevent cutting or otherwise damaging existing steel designated to remain in place. Any such bars damaged (nicks deeper than 20% of the bar diameter) by the Contractor's operation shall be repaired or replaced. Defects in embedded reinforcing steel due to corrosion, which has reduced the cross sectional area of the steel by 25% or greater, shall have new reinforcing steel of similar cross section area lap-spliced to each side of the damaged area. Reinforcing bars shall be Grade 60 and meet the material requirements of Section 1070 of the Standard Specifications. Replacement bars shall be spliced to existing bars using either minimum 30 bar diameter lap splices or approved mechanical connectors.

The Contractor shall support and protect the exposed reinforcing steel, which is left unsupported by the hydro-demolition process, against displacement and damage from loads such as those caused by removal equipment and delivery buggies. All reinforcing steel damaged or dislodged by these operations shall be replaced with bars of the same size at the contractor's expense.

Rebar exposed and cleaned by hydro-demolition shall not require re-cleaning if encased in concrete within seven (7) days. Rebar exposed for more than seven (7) days shall be cleaned by high velocity water jets (4,000 PSI minimum) prior to placement of the new concrete.

When large areas of the deck on composite bridges are removed resulting in the debonding of the main stress carrying longitudinal reinforcing bars, the removal shall be performed in stages to comply with the construction sequence shown on the plans or as directed by the Engineer.

The Contractor shall shield his operations to prevent injury or damage from flying or falling debris. The Contractor shall provide a method of handling expected and unexpected blow-through of the deck where shown on the plans and as directed by the Engineer. This method shall provide for the containment of the runoff water and debris, and the protection of the area under the bridge deck. The Contractor shall be responsible for any injury or damage caused by his operations. The containment shall remain in-place until the latex modified concrete has been cast and reach minimum strength.

The removal area shall be thoroughly cleaned of all dirt, foreign materials and loose concrete to the extent necessary to produce a firm solid surface for adherence of new concrete.

Removal of concrete debris shall be accomplished either by hand or by mechanical means capable of removing wet debris and water all in the same pass and directly follow the hydro-demolition process to prevent the debris from re-setting or re-adhering to the surface of the remaining sound concrete. All concrete debris shall become the property of the Contractor and shall be legally disposed of at the contractor's expense. The contractor shall be responsible for disposing of all debris generated by the scarification operations.

Any debris which is allowed to re-settle or re-adhere to the surface of the sound concrete shall be carefully removed by the Contractor (at no additional cost), and the Contractor shall exercise care to avoid any damage to the remaining sound concrete or exposed reinforcement. Following the removal of the debris and prior to the placement of the overlay, the entire surface shall be blasted clean with high pressure water to remove any bond-breaking residue, loose material from the concrete surface, and/or rust from the reinforcing steel. This residue shall be collected and disposed of by the contractor. The Contractor will not be permitted to allow material to fall from the deck.

All water used for hydro-demolition shall be potable. The Contractor is responsible for furnishing all of the water required for the project.

Any areas of the prepared surface contaminated by oil or other materials detrimental to good bond as a result of the contractor's operations shall be removed to such depth as may be required at the contractor's expense.

The Contractor shall provide adequate lighting as required to allow for the safe conduct of nighttime removal operation if he elects to do hydro-demolition at night. Submit a lighting plan to the Engineer for approval prior to beginning work.

Measurement and Payment
Scarifying Bridge Deck will be measured and paid for by the contract unit price per square yard and shall be full compensation for scarifying the entire concrete bridge deck, repairing or replacing any damaged reinforcing steel, and the cleaning and disposal of all waste material generated.

Hydro-demolition of Bridge Deck will be measured and paid for by the contract unit price per square yard and shall be full compensation for Classes I, II, and III deck preparation, removal and disposal of unsound and contaminated concrete, cleaning, repairing or replacing of reinforcing steel, under deck containment, Class AA concrete, and for furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Scarifying Bridge Deck	Square Yard
Hydro-demolition of Bridge Deck	Square Yard

MANAGING HYDRO-DEMOLITION WATER

(6-17-08) SPI 4-03

1.0 Description
Collect and properly dispose of hydrodemolition water from bridge decks.

2.0 Construction Methods

(A) Prepare a written hydrodemolition water management plan in accordance with the Guidelines for Managing Hydrodemolition Water available at http://www.ncdot.gov/projects/ncbridges/#stats. Submit plan and obtain approval from the Engineer prior to beginning of the hydrodemolition operation.

(B) Prior to final payment, submit a paper copy of all completed records pertaining to disposal of hydrodemolition water.

3.0 Measurement and Payment
Payment for collecting, sampling, testing, pH adjustment, monitoring, handling, discharging, hauling, disposing of the hydrodemolition water, documentation, record keeping, and obtaining permits if applicable, shall be included in the payment for other items.

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.

ELASTOMERIC CONCRETE (9-30-11)

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

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 4 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 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 MATERIAL CERTIFICATION AND INSTALLATION

Provide a Type 5 certification in accordance with Article 106-3 of the Standard Specifications, verifying that the materials satisfy the above requirements and proof of NCDOT prequalification.

Prior to placing the elastomeric concrete, thoroughly clean and dry all concrete surfaces. Sandblast the concrete surface in the blockout and clear the surface of all loose debris.

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.

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.

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.

FALSEWORK AND FORMWORK (4-5-12)

1.0 DESCRIPTION

Use this Special Provision as a guide to develop temporary works submittals required by the Standard Specifications or other provisions; no additional submittals are

required herein. Such temporary works include, but are not limited to, falsework and formwork.

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

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

2.0 MATERIALS

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

3.0 DESIGN REQUIREMENTS

A. Working Drawings

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

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

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

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

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

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

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

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

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

For MBT prestressed concrete girders, 45-degree angle holes for falsework hanger rods shall be cast through the girder top flange and located, measuring along the top of the member, 1'-2 ½" 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 ¾".

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	Pressure, lb/ft^2 for Indicated Wind Velocity, mph				
feet above ground	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.

FOAM JOINT SEALS (9-30-11)

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 $^1/_8$"± wide by $^1/_8$"± deep and spaced between ¼" and ½" 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 ¼". 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.

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.

ELASTOMERIC CONCRETE

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.

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.

A manufacturer's representative shall be present when placing elastomeric concrete. Do not place elastomeric concrete if the ambient air or surface temperature is below 45°F.

Prepare and apply a primer, as per manufacturer's recommendations, to all vertical 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.

SAWING THE JOINT

The joint opening shall be initially formed to the width shown on the plans including the blockout for the elastomeric concrete.

The elastomeric concrete shall cure a minimum of 2 days prior to sawing the elastomeric concrete 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 ¼" 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 ¼" chamfer.

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.

PREPARATION OF SAWED JOINT FOR 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.

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 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 ¼" 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.

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.

LATEX MODIFIED CONCRETE - VERY EARLY STRENGTH — SPECIAL

Description

This work consists of furnishing and placing an overlay of latex modified concrete-very early strength (LMC-VES) over conventional existing concrete or repair concrete on bridge decks. Unless otherwise indicated on the plans, groove the bridge floor in accordance with Subarticle 420-14(B) of the *Standard Specifications*.

Materials

For equipment, proportioning and mixing of modified compositions, see Section 1000-8 of the *Standard Specifications*. Prior to beginning any work, obtain approval for all equipment to be used for deck preparation, mixing, placing, finishing, and curing the latex modified concrete.

For material of modified compositions, revise the *2012 Standard Specifications* as follows:

Page 10-8, Subarticle 1000-7(A), lines 24-25, replace the last paragraph with the following:

Cement – For latex modified concrete-very early strength, Cement shall be approximately 1/3 calcium sulfoaluminate (C4A3S) and 2/3 dicalcium silicate (C2S) or other hydraulic cement that will provide a Latex-Modified Concrete that

meets the physical requirements for Latex-Modified Concrete as indicated in this special provision.

Page 10-9, Table 1000-5 PROPERTIES OF LATEX MODIFIED CONCRETE, add the following:

Minimum compressive strength, normal setting concrete, 3000 psi at 7 days; very early strength concrete, 3000 psi at 3 hours.

Water-Cement Ratio by weight, normal setting concrete, maximum 0.40; very early strength concrete, maximum 0.42

Page 10-11, last paragraph of 1000-8, add the following:

Submit the latex modified concrete mix design, including laboratory compressive strength data for a minimum of six 4-inch by 8-inch cylinders at the appropriate age (7 days for normal setting concrete; 3 hours for very early strength concrete) to the Engineer for review. Include test results for the slump and air content of the laboratory mix. Perform tests in accordance with AASHTO T 22, T 119 and T 152.

System Quality Submittals

Past Performance Submittal: At the preconstruction conference, the latex modified concrete overlay Contractor shall submit verifiable records demonstrating that he or his approved subcontractor has performed satisfactorily, or that he has had direct supervision of such satisfactory performance of a subcontractor constructing contracts using very early strength latex modified concrete. At least 5 bridges with similar scope of work in any state shall be the minimum number demonstrated.

Construction Methods

(A) Preparation of Surface

Completely clean all surfaces within the 48 hours prior to placing the overlay unless otherwise approved.

Thoroughly soak the clean surface for at least 2 hours immediately prior to placing the latex modified concrete. After soaking the surface for at least 2 hours, cover it with a layer of white opaque polyethylene film that is at least 4 mils (0.100 mm) thick. Immediately prior to placing the latex modified concrete, remove standing water from the surface.

(B) Placing and Finishing

Prior to placing modified material, install a bulkhead of easily compressible material at expansion joints to the required grade and profile. Placing material across expansion joints and sawing it later is not permitted.

Place and fasten screed rails in position to ensure finishing the new surface to the required profile. Do not treat screed rails with parting compound to facilitate their

removal. Prior to placing the overlay, attach a filler block sized for the plan overlay thickness to the bottom of the screed and pass it over the area to be repaired to check the thickness. Remove all concrete that the block does not clear.

Separate screed rails or construction dams from the newly placed material by passing a pointing trowel along their inside face. Carefully make this trowel cut for the entire depth and length of rails or dams after the modified composition has sufficiently stiffened and cannot flow back.

Brush a latex cement mixture onto the wetted, prepared surface. Carefully give all vertical and horizontal surfaces a thorough, even coating and do not let the brushed material dry before it is covered with the additional material required for the final grade. Remove all loose aggregate from the latex cement brushed surface prior to latex concrete placement (NOTE: Not required for surfaces prepared with hydro-demolition).

Place the latex modified concrete in one operation.

Provide a minimum overlay thickness of as shown in the plans and a final surface that is approximately the same as the original deck surface.

Construction joints other than those shown on the plans will be submitted to the Engineer for approval.

When a tight, uniform surface is achieved and before the concrete becomes non-plastic, further finish the surface of the floor by burlap dragging or another acceptable method that produces an acceptable uniform surface texture.

Promptly cover the surface with a single layer of clean, wet burlap as soon as the surface will support it without deformation. Wet cure only the surface for minimum 3 hours and until a compressive strength of 3000 psi is reached. Keep the curing material saturated during the wet cure period.

Do not place the latex modified concrete before the burlap is saturated and approved by the Engineer. Drain excess water from the wet burlap before placement.

As soon as practical, after the concrete has hardened sufficiently, test the finished surface with an approved rolling straightedge that is designed, constructed, and adjusted so that it will accurately indicate or mark all floor areas which deviate from a plane surface by more than $^1/_8$ inch in 10 feet (3 mm in 3 m). Remove all high areas in the hardened surface in excess of $^1/_8$ inch in 10 feet (3 mm in 3 m) with an approved grinding or cutting machine. Where variations are such that the corrections extend below the limits of the top layer of grout, seal the corrected surface with an approved sealing agent if required by the Engineer. If approved by the Engineer, correct low areas in an acceptable manner.

Vehicular traffic may travel across an un-grooved deck, however, complete the transverse sawed grooves across the entire deck area after the latex modified concrete achieves design strength and no later than seven days after placing the latex modified concrete.

(C) Limitations of Operations

The mixer will not be permitted on the bridge deck unless otherwise approved.

No traffic is permitted on the finished latex modified concrete surface until the total specified curing time is completed and until the concrete reaches the minimum specified compressive strength.

Do not place latex modified concrete if the temperature of the concrete surface on which the overlay is to be placed is below 40°F (4°C) or above 85°F (29°C). Measure the surface temperature by placing a thermometer under the insulation against the surface.

Prior to placing latex modified concrete, the Engineer determines the air temperature and wind speed. Do not place latex modified concrete if the ambient air temperature is below 45°F (7°C) or above 85°F (29°C), or if the wind velocity is in excess of 10 mph (16 km/h). If working at night, provide approved lighting. Provide aggregates for use in the latex modified concrete that are free from ice, frost and frozen particles when introduced into the mixer.

Do not place latex modified concrete when the temperature of the latex modified concrete is below 45°F (7°C) or above 85°F (29°C).

If the rate of evaporation of surface moisture from the latex modified concrete exceeds 0.05 pounds per square foot per hour during placement, measures shall be taken to reduce the rate of evaporation. The evaporation rate is calculated using the following formula:

$E=(T_c^{2.5}-rT_a^{2.5})(1+0.4V)(10^{-6})$ where,

E=Evaporation Rate, T_c=Concrete Temp (°F), r=Relative Humidity (%/100)

T_a=Air Temp (°F), V=Wind Velocity (mph)

Stop all placement operations during periods of precipitation. Take adequate precautions to protect freshly placed latex modified concrete from sudden or unexpected precipitation. Keep an adequate quantity of protective coverings at the worksite to protect the freshly placed pavement from precipitation.

Measurement and Payment

Latex Modified Concrete Overlay-Very Early Strength will be measured and paid for in cubic yards of latex modified concrete satisfactorily placed in the completed deck.

Placing and Finishing of Latex Modified Concrete Overlay-Very Early Strength will be paid for at the contract unit price bid per square yard which price will be full compensation for furnishing all labor, materials, tools, equipment and incidentals required to complete the work in accordance with the contract documents.

Grooving Bridge Floors will be measured and paid for in accordance with Section 420 of the *Standard Specifications*.

Payment will be made under:

Pay Item	Pay Unit
Latex Modified Concrete Overlay-Very Early Strength	Cubic Yard
Placing and Finishing Latex Modified Concrete Overlay-Very Early Strength	Square Yard

SHOTCRETE REPAIRS (9-30-11)

GENERAL

The work covered by this Special Provision consists of removing deteriorated concrete from the structure in accordance with the limits, depth and details shown on the plans, described herein and as established by the Engineer. This work also includes removing and disposing all loose debris, cleaning and repairing reinforcing steel and applying shotcrete.

The location and extent of repairs shown on the plans are general in nature. The Engineer shall determine the extent of removal in the field based on an evaluation of the condition of the exposed surfaces.

Any portion of the structure that is damaged from construction operations shall be repaired to the Engineer's satisfaction, at no extra cost to the Department.

MATERIAL REQUIREMENTS

Use prepackaged shotcrete conforming to the requirements of ASTM C1480, the applicable sections of the Standard Specifications and the following:

Test Description	Test Method	Age (Days)	Specified Requirements
Silica Fume (%)	ASTM C1240	-	10 (Max.)
Water/Cementitious Materials Ratio	-	-	0.40 (Max.)
Air Content - As Shot (%)	ASTM C231	-	4 ± 1
Slump - As Shot (Range in inches)	ASTM C143	-	2 - 3
Minimum Compressive Strength (psi)	ASTM C39	7 28	3,000 5,000
Minimum Bond Pull-off Strength (psi)	ASTM C1583	28	145
Rapid Chloride Permeability Tests (range in coulombs)	ASTM C1202	-	100 - 1000

Admixtures are not allowed unless approved by the Engineer. Store shotcrete in an environment where temperatures remain above 40°F and less than 95°F

All equipment must operate in accordance with the manufacturer's specifications and material must be placed within the recommended time.

QUALITY CONTROL

Qualification of Shotcrete Contractor

The shotcrete contractor shall provide proof of experience by submitting a description of jobs similar in size and character that have been completed within the last 5 years. The name, address and telephone number of references for the submitted projects shall also be furnished. Failure to provide appropriate documentation will result in the rejection of the proposed shotcrete contractor.

Qualification of Nozzleman

The shotcrete contractor's nozzleman shall be certified by the American Concrete Institute (ACI). Submit proof of certification to the Engineer prior to beginning repair work. The nozzleman shall maintain certification at all times while work is being performed for the Department. Failure to provide and maintain certification will result in the rejection of the proposed nozzleman.

TEMPORARY WORK PLATFORM

Prior to beginning any repair work, provide details for a sufficiently sized temporary work platform at each repair location. Design steel members to meet the requirements of the American Institute of Steel Construction Manual. Design timber members in accordance with the "National Design Specification for Stress-Grade Lumber and Its Fastenings" of the National Forest Products Association. Submit the platform design and plans for review and approval. The design and plans shall be sealed and signed by a North Carolina registered Professional Engineer. Do not install the platform until the design and plans are approved. Drilling holes in the superstructure for the purpose of attaching the platform is prohibited. Upon completion of work, remove all anchorages in the substructure and repair the substructure at no additional cost to the Department.

SURFACE PREPARATION

Prior to starting the repair operation, delineate all surfaces and areas assumed to be deteriorated by visually examining and sounding the concrete surface with a hammer or other approved method. The Engineer is the sole judge in determining the limits of deterioration.

Prior to removal, introduce a shallow saw cut approximately ½" in depth around the repair area at right angles to the concrete surface. Remove all deteriorated concrete to sound concrete with a 17 lb (maximum) pneumatic hammer with points that do not exceed the width of the shank or with hand picks or chisels as directed by the Engineer. Do not cut or remove the existing reinforcing steel. Unless specifically directed by the Engineer, do not remove concrete deeper than 1 inch below the reinforcing steel. If sound concrete is encountered before existing reinforcing steel is exposed, repair the surface without removing additional concrete. If any reinforcing steel is exposed remove the concrete to a minimum clearance of 1 inch around the reinforcing steel.

Abrasive blast all exposed concrete surfaces and existing reinforcing steel in repair areas to remove all debris, loose concrete, loose mortar, rust, scale, etc. Use a wire brush to clean all exposed reinforcing steel. After sandblasting examine the reinforcing steel to ensure at least 90% of the original diameter remains. If there is more than 10% reduction in the rebar diameter, splice in and securely tie supplemental reinforcing bars as directed by the Engineer.

Provide welded stainless wire fabric at each repair area larger than one square foot if the depth of the repair exceeds 2 inches from the "As Built" outside face. Provide a minimum 4" x 4" - 12 gage stainless welded wire fabric unless otherwise shown on the plans. Rigidly secure the welded wire fabric to existing steel or to $^{3}/_{16}$" diameter stainless hook fasteners adequately spaced to prevent sagging. Encase the welded wire fabric in shotcrete a minimum depth of 1½ inches.

The contractor has the option to use synthetic fiber reinforcement as an alternate to welded wire fabric if attaching welded wire fabric is impractical or if approved by the Engineer. Welded wire fabric and synthetic fiber reinforcement shall not be used in the same repair area.

Thoroughly clean the repair area of all dirt, grease, oil or foreign matter, and remove all loose or weakened material before applying shotcrete. Saturate the repair area with clean water the day before applying shotcrete. Bring the wetted surface to a saturated surface dry (SSD) condition prior to applying shotcrete and maintain this condition until the application begins. Use a blowpipe to facilitate removal of free surface water. Only oil-free compressed air is to be used in the blowpipe.

The time between removal of deteriorated concrete and applying shotcrete shall not exceed 5 days. If the time allowance exceeds 5 days, prepare the surface at the direction of the Engineer before applying shotcrete.

APPLICATION AND SURFACE FINISH

Apply shotcrete only when the surface temperature of the repair area is greater than 40°F and less than 95°F. Do not apply shotcrete to frosted surfaces. Maintain shotcrete at a minimum temperature of 40°F for 3 days after placement.

Apply shotcrete in layers. The properties of the applied shotcrete determine the proper thickness of each layer or lift.

The nozzleman should hold the nozzle 3 to 4 feet from the surface being covered in a position that ensures the shotcrete strikes at right angles to the surface being covered without excessive impact. The nozzleman shall maintain the water amount at a practicable minimum, so the mix properly adheres to the repair area. Water content should not become high enough to cause the mix to sag or fall from vertical or inclined surfaces, or to separate in horizontal layers.

Use shooting wires or guide strips that do not entrap rebound sand. Use guide wires to provide a positive means of checking the total thickness of the shotcrete applied. Remove the guide wires prior to the final finish coat.

To avoid leaving sand pockets in the shotcrete, blow or rake off sand that rebounds and does not fall clear of the work, or which collects in pockets in the work. Do not reuse rebound material in the work.

If a work stoppage longer than 2 hours takes place on any shotcrete layer prior to the time it has been built up to required thickness, saturate the area with clean water and use a blowpipe as outlined previously, prior to continuing with the remaining shotcrete course. Do not apply shotcrete to a dry surface.

Finish all repaired areas, including chamfered edges, as close as practicable to their original "As Built" dimensions and configuration. Provide a minimum 2" of cover for reinforcing steel exposed during repair. Slightly build up and trim shotcrete to the final surface by cutting with the leading edge of a sharp trowel. Use a rubber float to correct any imperfections. Limit work on the finished surface to correcting imperfections caused by trowel cutting.

Immediately after bringing shotcrete surfaces to final thickness, thoroughly check for sags, bridging, and other deficiencies. Repair any imperfections at the direction of the Engineer.

Prevent finished shotcrete from drying out by maintaining 95% relative humidity at the repair and surrounding areas by fogging, moist curing or other approved means for seven days.

MATERIAL TESTING & ACCEPTANCE

Each day shotcreting takes place, the nozzleman shall shoot one 18" x 18" x 3" test panel in the same position as the repair work that is being done to demonstrate the shotcrete is being applied properly. Store, handle and cure the test panel in the same manner as the repaired substructure.

Approximately 72 hours after completing the final shotcrete placement, thoroughly test the surface with a hammer. At this time, the repair area should have sufficient strength for all sound sections to ring sharply. Remove and replace any unsound portions prior to the final inspection of the work. No additional compensation will be provided for removal and replacement of unsound shotcrete.

After 7 days, core three 3" diameter samples from each test panel and from the repaired structure as directed by the Engineer. Any cores taken from the structure shall penetrate into the existing structure concrete at least 2 inches. Cores shall be inspected for delamination, sand pockets, tested for bond strength and compressive strength. If a core taken from a repaired structure unit indicates unsatisfactory application or performance of the shotcrete, take additional cores from the applicable structure unit(s) for additional evaluation and testing as directed by the Engineer. Any repair work failing to meet the requirements of this provision will be rejected and the Contractor shall implement a remediation plan to correct the deficiency at no additional cost to the Department. No extra payment will be provided for drilling extra cores. Patch all core holes in repaired structure units to the satisfaction of the

Engineer. All material testing, core testing and sampling will be done by the Materials and Tests Unit of North Carolina Department of Transportation.

METHOD OF MEASUREMENT

Shotcrete will be measured in cubic feet of shotcrete required for repair. Depth will be measured from the original outside concrete surface. The Contractor and Engineer will measure quantities after removal of unsound concrete and before application of shotcrete.

BASIS OF PAYMENT

Repair work will be paid for at the contract unit price bid per cubic foot of "Shotcrete Repairs." Payment will be full compensation for removal, containment and disposal of unsound concrete including the cost of materials, labor, tools, equipment and incidentals necessary to complete the repair work. Payment will also include testing for soundness, curing of shotcrete and taking core samples from the test panels and substructure units.

SUBMITTAL OF WORKING DRAWINGS (2-10-12)

8.0 GENERAL

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

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

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

9.0 ADDRESSES AND CONTACTS

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

Via US mail:

Mr. G. R. Perfetti, P. E.
State Bridge Design Engineer
North Carolina Department
of Transportation
Structure Design Unit
1581 Mail Service Center
Raleigh, NC 27699-1581

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

Via other delivery service:

Mr. G. R. Perfetti, P. E.
State Bridge Design Engineer
North Carolina Department
of Transportation
Structure Design 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)

jlbolden@ncdot.gov (James Bolden)

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

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

Via US mail:

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

Via other delivery service:

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

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

Via US mail:

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

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

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

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

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

James Bolden
(919) 707 – 6408

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

Western Regional Geotechnical Contact (Divisions 8-14):
John Pilipchuk
(704) 455 – 8902
(704) 455 – 8912 facsimile
jpilipchuk@ncdot.gov

10.0 SUBMITTAL COPIES

Furnish one complete copy of each submittal, including all attachments, to the Resident Engineer. At the same time, submit the number of hard copies shown below of the same complete submittal directly to the Structure Design Unit and/or the Geotechnical Engineering Unit.

The first table below covers "Structure Submittals". The Resident Engineer will receive review comments and drawing markups for these submittals from the Structure Design Unit. The second table in this section covers "Geotechnical Submittals". The Resident Engineer will receive review comments and drawing markups for these submittals from the Geotechnical Engineering Unit.

Unless otherwise required, submit one set of supporting calculations to either the Structure Design Unit or the Geotechnical Engineering Unit unless both units require submittal copies in which case submit a set of supporting calculations to each unit. Provide additional copies of any submittal as directed.

STRUCTURE SUBMITTALS

Submittal	Copies Required by Structure Design Unit	Copies Required by Geotechnical Engineering Unit	Contract Reference Requiring Submittal [1]
Arch Culvert Falsework	5	0	Plan Note, SN Sheet & "Falsework and Formwork"
Box Culvert Falsework [7]	5	0	Plan Note, SN Sheet & "Falsework and Formwork"
Cofferdams	6	2	Article 410-4
Foam Joint Seals [6]	9	0	"Foam Joint Seals"
Expansion Joint Seals (hold down plate type with base angle)	9	0	"Expansion Joint Seals"
Expansion Joint Seals (modular)	2, then 9	0	"Modular Expansion Joint Seals"
Expansion Joint Seals (strip seals)	9	0	"Strip Seals"
Falsework & Forms [2] (substructure)	8	0	Article 420-3 & "Falsework and Formwork"
Falsework & Forms (superstructure)	8	0	Article 420-3 & "Falsework and Formwork"
Girder Erection over Railroad	5	0	Railroad Provisions
Maintenance and Protection of Traffic Beneath Proposed Structure	8	0	"Maintenance and Protection of Traffic Beneath Proposed Structure at Station ___"
Metal Bridge Railing	8	0	Plan Note
Metal Stay-in-Place Forms	8	0	Article 420-3
Metalwork for Elastomeric Bearings [4,5]	7	0	Article 1072-8
Miscellaneous Metalwork [4,5]	7	0	Article 1072-8
Optional Disc Bearings [4]	8	0	"Optional Disc Bearings"

Overhead and Digital Message Signs (DMS) (metalwork and foundations)	13	0	Applicable Provisions
Placement of Equipment on Structures (cranes, etc.)	7	0	Article 420-20
Pot Bearings [4]	8	0	"Pot Bearings"
Precast Concrete Box Culverts	2, then 1 reproducible	0	"Optional Precast Reinforced Concrete Box Culvert at Station ___"
Prestressed Concrete Cored Slab (detensioning sequences) [3]	6	0	Article 1078-11
Prestressed Concrete Deck Panels	6 and 1 reproducible	0	Article 420-3
Prestressed Concrete Girder (strand elongation and detensioning sequences)	6	0	Articles 1078-8 and 1078-11
Removal of Existing Structure over Railroad	5	0	Railroad Provisions
Revised Bridge Deck Plans (adaptation to prestressed deck panels)	2, then 1 reproducible	0	Article 420-3
Revised Bridge Deck Plans (adaptation to modular expansion joint seals)	2, then 1 reproducible	0	"Modular Expansion Joint Seals"
Sound Barrier Wall (precast items)	10	0	Article 1077-2 & "Sound Barrier Wall"
Sound Barrier Wall Steel Fabrication Plans [5]	7	0	Article 1072-8 & "Sound Barrier Wall"
Structural Steel [4]	2, then 7	0	Article 1072-8
Temporary Detour Structures	10	2	Article 400-3 & "Construction, Maintenance and Removal of Temporary Structure at Station ____"
TFE Expansion Bearings [4]	8	0	Article 1072-8

FOOTNOTES

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

GEOTECHNICAL SUBMITTALS

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

FOOTNOTES

1. References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Subarticles refer to the *Standard Specifications*.

2. Submit one hard copy of submittal to the Resident or Bridge Maintenance Engineer. Submit a second copy of submittal electronically (PDF via email) or by facsimile, US mail or other delivery service to the appropriate Geotechnical Engineering Unit regional office. Electronic submission is preferred.

3. The Pile Driving Equipment Data Form is available from:
   www.ncdot.org/doh/preconstruct/highway/geotech/formdet/
   See second page of form for submittal instructions.

4. Electronic copy of submittal is required. See referenced provision.

EPOXY RESIN INJECTION **(9-30-11)**

1.0 GENERAL

For repairing cracks, an approved applicator is required to perform the epoxy resin injection. Make certain the supervisor and the workmen have completed an instruction program in the methods of restoring concrete structures utilizing the epoxy injection process and have a record of satisfactory performance on similar projects.

The applicator furnishes all materials, tools, equipment, appliances, labor and supervision required when repairing cracks with the injection of an epoxy resin adhesive.

2.0 SCOPE OF WORK

Using Epoxy Resin Injection, repair all cracks 5 mils (125 μm) wide or greater in the interior bent caps.

Repair any crack, void, honeycomb or spall area unsuitable for repair by injection with shotcrete.

3.0 COOPERATION

Cooperate and coordinate with the Technical Representative of the epoxy resin manufacturer for satisfactory performance of the work.

Have the Technical Representative present when the job begins and until the Engineer is assured that his service is no longer needed.

The expense of having this representative on the job is the Contractor's responsibility and no direct payment will be made for this expense.

4.0 TESTING

The North Carolina Department of Transportation Material and Tests Unit obtains test cores from the repaired concrete. If the failure plane is located at the repaired crack, a minimum compressive strength of 3000 psi is required of these cores.

5.0 MATERIAL PROPERTIES

Provide a two-component structural epoxy adhesive for injection into cracks or other voids. Provide modified epoxy resin (Component "A") that conforms to the following requirements:

	Test Method	Specification Requirements
Viscosity @ 40 ± 3°F, cps	Brookfield RVT Spindle No. 4 @ 20 rpm	6000 - 8000
Viscosity @ 77 ± 3°F, cps	Brookfield RVT Spindle No. 2 @ 20 rpm	400 - 700
Epoxide Equivalent Weight	ASTM D1652	152 - 168
Ash Content, %	ASTM D482	1 max.

Provide the amine curing agent (Component "B") used with the epoxy resin that meets the following requirements:

	Test Method	Specification Requirements
Viscosity @ 40 ± 3°F, cps	Brookfield RVT Spindle No. 2 @ 20 rpm	700 - 1400
Viscosity @ 77 ± 3°F, cps	Brookfield RVT Spindle No. 2 @ 20 rpm	105 - 240
Amine Value, mg KOH/g	ASTM D664*	490 - 560
Ash Content, %	ASTM D482	1 max.
* Method modified to use perchloric acid in acetic acid.		

Certify that the Uncured Adhesive, when mixed in the mix ratio that the material supplier specifies, has the following properties:

Pot Life (60 gram mass)

@ 77 ± 3°F - 15 minutes minimum

@ 100 ± 3°F - 5 minutes minimum

Certify that the Adhesive, when cured for 7 days at 77 ± 3°F unless otherwise specified, has the following properties:

	Test Method	Specification Requirements
Ultimate Tensile Strength	ASTM D638	7000 psi (min.)
Tensile Elongation at Break	ASTM D638	4% max.
Flexural Strength	ASTM D790	10,000 psi (min.)
Flexural Modulus	ASTM D790	3.5×10^5 psi
Compressive Yield Strength	ASTM D695	11,000 psi (min.)
Compressive Modulus	ASTM D695	$2.0 - 3.5 \times 10^5$ psi
Heat Deflection Temperature Cured 28 days @ 77 ± 3°F	ASTM D648*	125°F min. 135°F min.
Slant Shear Strength, 5000 psi (34.5 MPa) compressive strength concrete	AASHTO T237	
Cured 3 days @ 40°F wet concrete		3500 psi (min.)
Cured 7 days @ 40°F wet concrete		4000 psi (min.)
Cured 1 day @ 77°F dry concrete		5000 psi (min.)

* Cure test specimens so that the peak exothermic temperature of the adhesive does not exceed 77°F.

Use an epoxy bonding agent, as specified for epoxy mortar, as the surface seal (used to confine the epoxy resin during injection).

6.0 EQUIPMENT FOR INJECTION

Use portable positive displacement type pumps with interlock to provide positive ratio control of exact proportions of the two components at the nozzle to meter and mix the two injection adhesive components and inject the mixed adhesive into the crack. Use electric or air powered pumps that provide in-line metering and mixing.

Use injection equipment with automatic pressure control capable of discharging the mixed adhesive at any pre-set pressure up to 200 ± 5 psi and equipped with a manual pressure control override.

Use equipment capable of maintaining the volume ratio for the injection adhesive as prescribed by the manufacturer. A tolerance of ± 5% by volume at any discharge pressure up to 200 psi is permitted.

Provide injection equipment with sensors on both the Component A and B reservoirs that automatically stop the machine when only one component is being pumped to the mixing head.

7.0 PREPARATION

Follow these steps prior to injecting the epoxy resin:

* Remove all dirt, dust, grease, oil, efflorescence and other foreign matter detrimental to the bond of the epoxy injection surface seal system from the surfaces adjacent to the cracks or other areas of application. Acids and corrosives are not permitted.
* Provide entry ports along the crack at intervals not less than the thickness of the concrete at that location.
* Apply surface seal material to the face of the crack between the entry ports. For through cracks, apply surface seal to both faces.
* Allow enough time for the surface seal material to gain adequate strength before proceeding with the injection.

8.0 EPOXY INJECTION

Begin epoxy adhesive injection in vertical cracks at the lower entry port and continue until the epoxy adhesive appears at the next higher entry port adjacent to the entry port being pumped.

Begin epoxy adhesive injection in horizontal cracks at one end of the crack and continue as long as the injection equipment meter indicates adhesive is being dispensed or until adhesive shows at the next entry port.

When epoxy adhesive appears at the next adjacent port, stop the current injection and transfer the epoxy injection to the next adjacent port where epoxy adhesive appeared.

Perform epoxy adhesive injection continuously until cracks are completely filled.

If port to port travel of epoxy adhesive is not indicated, immediately stop the work and notify the Engineer.

9.0 FINISHING

When cracks are completely filled, allow the epoxy adhesive to cure for sufficient time to allow the removal of the surface seal without any draining or runback of epoxy material from the cracks.

Remove the surface seal material and injection adhesive runs or spills from concrete surfaces.

Finish the face of the crack flush to the adjacent concrete, removing any indentations or protrusions caused by the placement of entry ports.

Revised 1-11-13

1.0 BASIS OF PAYMENT

Payment for epoxy resin injection will be at the contract unit price per linear foot for "Epoxy Resin Injection". Such payment will be full compensation for all materials, tools, equipment, labor, and for all incidentals necessary to complete the work.

POST TENSIONING EVALUATION AND REPLACMENT OF TENDONS

1.0 GENERAL

Per the "As-Built Plans", transverse post-tensioning is provided at the third points of the cored slab spans (Spans 1 through 28). As described below in Paragraphs 2.0 and 3.0, existing transverse post-tensioning tendons shall be evaluated and replaced at the direction of the Engineer.

2.0 POST TENSIONING TENDON EVALUATION

At the direction of the Engineer, remove the existing grout encasing the end anchorage of the transverse tendon and hammer sound the existing transverse post tensioning tendons. The Engineer will select which tendons are to be tested. The hammer sounding shall be performed in the presence of the Engineer.

If the Engineer directs that the existing tendon shall be replaced, tendon replacement can proceed as described below in Paragraph 3.0. Otherwise, fully remove existing grout from the recess at the end of the transverse tendon, then fill the recess with an approved non-metallic, non-shrink grout and cure for 3 days minimum and until the grout reaches a compressive strength of 3,000 psi.

3.0 POST TENSIONING TENDON REPLACEMENTS

At the direction of the Engineer, remove existing tendons and install new transverse tendons (use 0.6" diameter 7-wire high-strength low-relaxation strands). Grease the new transverse tendons and place in a non-corrosive 0.6" diameter, 1/16" minimum wall thickness black polyethylene pipe meeting ASTM D2239. Do not apply grease or extend the pipe in the area of the recesses at the ends of the tensioning strands where grout is applied. At the direction of the Engineer, and in accordance with the Standard Specifications, post-tension the transverse tendons to 28,900 lb. After tensioning the transverse tendons, fill the recesses at the ends of transverse tendons with an approved non-metallic, non-shrink grout and cure for 3 days minimum and until the grout reaches a compressive strength of 3,000 psi.

If both existing transverse tendons within a given cored slab span are to be replaced, replace one of the two tendons (as described above) before removing the second tendon from the span.

No live load will be allowed on the cored slab spans while post tensioning tendon replacement is being performed. Obtain approval from the Engineer before reopening the cored slab spans to live load.

4.0 BASIS OF PAYMENT

Post Tensioning Evaluation will be paid for the contract bid price for each and will be full compensation for all materials, shop drawings, equipment, tools, labor, and incidentals necessary to evaluate the Post Tensioning Tendon.

Post Tensioning Replacement will be paid for at the contract bid price for each and will be full compensation for all materials, shop drawings, equipment, tools, labor, and incidentals necessary to furnish and replace the post tensioning tendons.

Pay Item	Pay Unit
Post Tensioning Evaluation	Each
Post Tensioning Replacement	Each

ASPHALT JOINT REPAIR AND REPLACEMENT

Joint material shall be hot applied, pre-mixed bituminous material that will provide a smooth riding surface and a waterproof joint. The contractor shall prepare the surface to be repaired by saw cutting to the desired width, removing all loose material, and cleaning the area with compressed air.

No repairs shall be made during periods of rain, snow, or sleet. Standing water shall be removed prior to placement of material.

Steel bridging plates shall be used as needed to provide load transfer across the joint opening. Plates shall be galvanized mild steel, 1/8" to 1/4" thick, and 4" to 9" wide.

Bulking aggregate shall be chosen from the Basalt, Gritstone, Gabbro, or Granite Family. Only ½" or ¾" size stone shall be used. The size of the stone to be used shall be in accordance with the following joint depths:

2"-3" depth	½" stone
3"-5" depth	¾" stone

Material Requirements

All materials shall meet the specifications as approved by the Engineer prior to use. The joint material shall be one of the following approved products:
FibreJoint, A/P Bridge Flex Joint or other NCDOT approved material.

Payments shall be made under:

1" To 6" Asphalt Joint Repair/Replacement (18"-24" wide, w/ plate)	Linear Feet

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:

Restricted Noxious **Weed**	Limitations per Lb. Of Seed	Restricted Noxious **Weed**	Limitations per Lb. of Seed
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)
Kobe Lespedeza
Korean Lespedeza
Weeping Lovegrass
Carpetgrass
Bermudagrass
Browntop Millet
German Millet – Strain R
Clover – Red/White/Crimson

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 76% pure live seed will not be approved.

Common or Sweet Sundangrass

Minimum 76% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 74% pure live seed will not be approved.

Rye (grain; all varieties)
Kentucky Bluegrass (all approved varieties)
Hard Fescue (all approved varieties)
Shrub (bicolor) Lespedeza

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

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

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

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

STANDARD SPECIAL PROVISION

ERRATA

(1-17-12) (Rev. 9-18-12) 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 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 10

Page 10-74, Table 1056-1 Geotextile Requirements, replace "50%" for the UV Stability (Retained Strength) of Type 5 geotextiles with "70%".

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

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

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

Division 17

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

Revise the *2012 Roadway Standard Drawings* as follows:

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

STANDARD SPECIAL PROVISION

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

(3-18-03) Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

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

STANDARD SPECIAL PROVISION

MINIMUM WAGES

(7-21-09) Z-5

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

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

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

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

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

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

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

STANDARD SPECIAL PROVISION

ON-THE-JOB TRAINING

(10-16-07) (Rev. 7-21-09) Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

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.

County : Brunswick

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
			ROADWAY ITEMS			
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	1308000000-E	607	MILLING ASPHALT PAVEMENT, **** TO ******* (1" TO 2")	4,982 SY		
0003	1330000000-E	607	INCIDENTAL MILLING	222 SY		
0004	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	549 TON		
0005	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	33 TON		
0006	1881000000-E	SP	GENERIC PAVING ITEM 1" TO 6" ASPH JOINT REPAIR/ REPLACEMENT (18"-24" WIDE, W/ PLATE)	1,120 LF		
0007	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	180 SF		
0008	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	170 SF		
0009	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	95 SF		
0010	4445000000-E	1145	BARRICADES (TYPE III)	90 LF		
0011	4455000000-N	1150	FLAGGER	100 DAY		
0012	4516000000-N	1180	SKINNY DRUM	40 EA		
0013	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	12,163 LF		
0014	4847000000-E	1205	POLYUREA PAVEMENT MARKING LINES (4", **********) (HIGHLY REFLECTIVE ELEMENTS)	12,163 LF		
0015	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	55 EA		
0016	5255000000-N	1413	PORTABLE LIGHTING	Lump Sum	L.S.	
0017	8161000000-E	420	GROOVING BRIDGE FLOORS	114,236 SF		

County : Brunswick

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0018	8664000000-E	SP	SHOTCRETE REPAIRS	366 CF		
0019	8678000000-E	SP	EPOXY RESIN INJECTION	870 LF		
0020	8692000000-N	SP	FOAM JOINT SEALS	Lump Sum	L.S.	
0021	8881000000-E	SP	GENERIC STRUCTURE ITEM LATEX MOD CONC OVERLAY - VERY EARLY STRENGTH	582 CY		
0022	8893000000-E	SP	GENERIC STRUCTURE ITEM HYDRO-DEMOLITION OF BRIDGE DECK	13,958 SY		
0023	8893000000-E	SP	GENERIC STRUCTURE ITEM PLACING & FINISHING LATEX MOD CONC OVERLAY - VERY EARLY STRENGTH	13,958 SY		
0024	8893000000-E	SP	GENERIC STRUCTURE ITEM SCARIFYING BRIDGE DECK	13,958 SY		
0025	8897000000-N	SP	GENERIC STRUCTURE ITEM POST TENSIONING EVALUATION	10 EA		
0026	8897000000-N	SP	GENERIC STRUCTURE ITEM POST TENSIONING REPLACEMENT	10 EA		

Vendor 1 of 7: HRI INC DBA HRI BRIDGE COMPANY (9304)
Call Order 004 (Proposal: C203070)

Bid Information

County:	BRUNSWICK	**Bid Checksum:**	2F38FE58
Address:		**Bid Total:**	$3,687,459.95
Signature Check:	Kent_L._Wible_9304	**Items Total:**	$3,687,459.95
Time Bid Received:	January 15, 2013 01:44 PM	**Time Total:**	$0.00
Amendment Count:	0		

Bidding Errors:
None.

MBE GOAL SET	0.0
MBE GOAL MET	0.0
WBE GOAL SET	0.0
WBE GOAL MET	0.0

Vendor 1 of 7: HRI INC DBA HRI BRIDGE COMPANY (9304)
Call Order 004 (Proposal: C203070)

Bid Bond Information

Projects:		**Bond Maximum:**	
Counties:		**State of Incorporation:**	
Bond ID:	YBYC-S6EB-DTPS-GJHC	**Agency Execution Date:**	1/15/2013
Paid by Check:	No	**Surety Name:**	SurePathNetwork
Bond Percent:	5%	**Bond Agency Name:**	Liberty Mutual Insurance Company

Vendor 9304's Bid Information for Call 004, Letting L130115, 01/15/13

Unknown (9304)
Call Order 004 (Proposal ID C203070)

Miscelleneous 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 acknowleges that they are using the award limits on multiple projects. No

It is the desire of the Bidder to be awarded contracts, the value of which will not exceed a total of NOT ANSWERED for those projects indicated herein, for which bids will be opened on (MM/DD/YY)

The Award Limits shall apply to the following projects:

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

Bid Bond Data Info - Contractor Responses:
==========

BondID: YBYC-S6EB-DTPS-GJHC
Surety Registry Agency: SurePathNetwork
Verified?: Yes
Surety Agency: Liberty Mutual Insurance Company
Bond Execution Date: 1/15/2013
Bond Amount: $184,373.00 (Five Percent of Bid)

State of NC
Dept of Transportation

Date: 12-18-12
Revised:

Contract ID: C203070 Project(s): STATE FUNDED
Letting Date: 01-15-13 Call Order: 004
Bidder: 9304 - Unknown

Section 0001 ROADWAY ITEMS

Alt Group

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars	Unit Price Cts	Bid Amount Dollars	Bid Amount Ct
0001	0000100000-N MOBILIZATION	LUMP	LUMP		180,000.00	
0002	1308000000-E MILLING ASPHALT PAVEMENT, ***"TO ******" (1" TO 2")	4,982.000 SY	6.00000		29,892.00	
0003	1330000000-E INCIDENTAL MILLING	222.000 SY	22.00000		4,884.00	
0004	1519000000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5B	549.000 TON	100.00000		54,900.00	
0005	1575000000-E ASPHALT BINDER FOR PLANT MIX	33.000 TON	750.00000		24,750.00	
0006	1881000000-E GENERIC PAVING ITEM 1" TO 6" ASPH JOINT REPAIR/ REPLACEMENT (18"-24" WIDE, W/ PLATE)	1,120.000 LF	160.00000		179,200.00	
0007	4400000000-E WORK ZONE SIGNS (STATIONARY)	180.000 SF	8.00000		1,440.00	
0008	4405000000-E WORK ZONE SIGNS (PORTABLE)	170.000 SF	35.00000		5,950.00	
0009	4410000000-E WORK ZONE SIGNS (BARRICADE MOUNTED)	95.000 SF	20.00000		1,900.00	
0010	4445000000-E BARRICADES (TYPE III)	90.000 LF	40.00000		3,600.00	

Contract ID: C203070 Project(s): STATE FUNDED
Letting Date: 01-15-13 Call Order: 004
Bidder: 9304 - Unknown

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars	Unit Price Cts	Bid Amount Dollars	Bid Amount Ct
0011	4455000000-N FLAGGER	100.000 DAY	350.00000		35,000.00	
0012	4516000000-N SKINNY DRUM	40.000 EA	25.00000		1,000.00	
0013	4810000000-E PAINT PAVEMENT MARKING LINES (4")	12,163.000 LF	0.61000		7,419.43	
0014	4847000000-E POLYUREA PAVEMENT MARKING LINES (4", **********) (HIGHLY REFLECTIVE ELEMENTS)	12,163.000 LF	1.44000		17,514.72	
0015	4900000000-N PERMANENT RAISED PAVEMENT MARKERS	55.000 EA	17.00000		935.00	
0016	5255000000-N PORTABLE LIGHTING	LUMP	LUMP		45,000.00	
0017	8161000000-E GROOVING BRIDGE FLOORS	114,236.000 SF	0.30000		34,270.80	
0018	8664000000-E SHOTCRETE REPAIRS	366.000 CF	1,175.00000		430,050.00	
0019	8678000000-E EPOXY RESIN INJECTION	870.000 LF	120.00000		104,400.00	
0020	8692000000-N FOAM JOINT SEALS	LUMP	LUMP		240,000.00	
0021	8881000000-E GENERIC STRUCTURE ITEM LATEX MOD CONC OVERLAY - VERY EARLY STRENGTH	582.000 CY	860.00000		500,520.00	

Contract ID: C203070 Project(s): STATE FUNDED
Letting Date: 01-15-13 Call Order: 004
Bidder: 9304 - Unknown

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars	Unit Price Cts	Bid Amount Dollars	Bid Amount Ct
0022	8893000000-E GENERIC STRUCTURE ITEM HYDRO-DEMOLITION OF BRIDGE DECK	13,958.000 SY	59.50000		830,501.00	
0023	8893000000-E GENERIC STRUCTURE ITEM PLACING & FINISHING LATEX MOD CONC OVERLAY - VERY EARLY STRENGTH	13,958.000 SY	43.50000		607,173.00	
0024	8893000000-E GENERIC STRUCTURE ITEM SCARIFYING BRIDGE DECK	13,958.000 SY	20.00000		279,160.00	
0025	8897000000-N GENERIC STRUCTURE ITEM POST TENSIONING EVALUATION	10.000 EA	2,500.00000		25,000.00	
0026	8897000000-N GENERIC STRUCTURE ITEM POST TENSIONING REPLACEMENT	10.000 EA	4,300.00000		43,000.00	
	Section 0001 Total				3,687,459.95	
	Bid Total				3,687,459.95	

NON-COLLUSION AND DEBARMENT CERTIFICATION

The bidder certifies that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid, and that the bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor. In addition, submitting this electronic bid constitutes the bidder's certification of Status under penalty of perjury under the laws of the United States and in accordance with the Debarment Certification on file with the Department.

By submitting this bid, the bidder certifies to the best of his knowledge and belief that he and his principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and

d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective bidder is unable to certify to any of the statements in this certification, the bidder shall submit an explanation in the blanks provided herein. The explanation will not necessarily result in denial of participation in a contract.

Explanation:
NOT ANSWERED
NOT ANSWERED
NOT ANSWERED
NOT ANSWERED

If the prequalified bidder's status changes, he shall immediately submit a new fully executed non-collusion affidavit and debarment certification with an explanation of the change to the Contract Office prior to submitting the bid.

Failure to furnish a certification or an explanation will be grounds for rejection of a bid

AWARD LIMITS ON MULTIPLE PROJECTS

By answering YES to this statement, the bidder acknowleges 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.

Contract Item Sheets For C203070

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
			ROADWAY ITEMS			
0001	0000100000-N	800	MOBILIZATION	Lump Sum LS	180,000.00	180,000.00
0002	1308000000-E	607	MILLING ASPHALT PAVEMENT, ***" TO ******" (1" TO 2")	4,982 SY	6.00	29,892.00
0003	1330000000-E	607	INCIDENTAL MILLING	222 SY	22.00	4,884.00
0004	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	549 TON	100.00	54,900.00
0005	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	33 TON	750.00	24,750.00
0006	1881000000-E	SP	GENERIC PAVING ITEM 1" TO 6" ASPH JOINT REPAIR/ REPLACEMENT (18"-24" WIDE, W/ PLATE)	1,120 LF	160.00	179,200.00
0007	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	180 SF	8.00	1,440.00
0008	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	170 SF	35.00	5,950.00
0009	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	95 SF	20.00	1,900.00
0010	4445000000-E	1145	BARRICADES (TYPE III)	90 LF	40.00	3,600.00
0011	4455000000-N	1150	FLAGGER	100 DAY	350.00	35,000.00
0012	4516000000-N	1180	SKINNY DRUM	40 EA	25.00	1,000.00
0013	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	12,163 LF	0.61	7,419.43
0014	4847000000-E	1205	POLYUREA PAVEMENT MARKING LINES (4", *********) (HIGHLY REFLECTIVE ELEMENTS)	12,163 LF	1.44	17,514.72
0015	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	55 EA	17.00	935.00
0016	5255000000-N	1413	PORTABLE LIGHTING	Lump Sum LS	45,000.00	45,000.00
0017	8161000000-E	420	GROOVING BRIDGE FLOORS	114,236 SF	0.30	34,270.80
0018	8664000000-E	SP	SHOTCRETE REPAIRS	366 CF	1,175.00	430,050.00

Contract Item Sheets For C203070

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0019	8678000000-E	SP	EPOXY RESIN INJECTION	870 LF	120.00	104,400.00
0020	8692000000-N	SP	FOAM JOINT SEALS	Lump Sum LS	240,000.00	240,000.00
0021	8881000000-E	SP	GENERIC STRUCTURE ITEM LATEX MOD CONC OVERLAY - VERY EARLY STRENGTH	582 CY	860.00	500,520.00
0022	8893000000-E	SP	GENERIC STRUCTURE ITEM HYDRO-DEMOLITION OF BRIDGE DECK	13,958 SY	59.50	830,501.00
0023	8893000000-E	SP	GENERIC STRUCTURE ITEM PLACING & FINISHING LATEX MOD CONC OVERLAY - VERY EARLY STRENGTH	13,958 SY	43.50	607,173.00
0024	8893000000-E	SP	GENERIC STRUCTURE ITEM SCARIFYING BRIDGE DECK	13,958 SY	20.00	279,160.00
0025	8897000000-N	SP	GENERIC STRUCTURE ITEM POST TENSIONING EVALUATION	10 EA	2,500.00	25,000.00
0026	8897000000-N	SP	GENERIC STRUCTURE ITEM POST TENSIONING REPLACEMENT	10 EA	4,300.00	43,000.00

TOTAL AMOUNT OF BID FOR ENTIRE PROJECT $3,687,459.95

Contract No. C203070

County Brunswick

Rev. 5-19-11

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

CORPORATION

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

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

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

SIGNATURE OF CONTRACTOR

HRI, Inc. dba HRI Bridge Corporation
Full name of Corporation

1750 West College Avenue, State College, PA 16801
Address as Prequalified

Attest _____ By _____

~~Secretary~~/Assistant Secretary
Select appropriate title

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

Debra A. Keirn
Print or type Signer's name

Jeffrey C. Lamb
Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

4th day of February 2013

_____
Signature of Notary Public

of Centre County

State of Pennsylvania

My Commission Expires: 4/22/16

NOTARY SEAL

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kay M. Trostle, Notary Public
Ferguson Twp., Centre County
My Commission Expires April 22, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Contract No. C203070
County Brunswick

Rev. 5-19-11

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. C203070
County Brunswick

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. **C203070**

County (ies): **Brunswick**

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

Contract Officer

2/12/13
Date

Execution of Contract and Bonds
Approved as to Form:

Attorney General

Signature Sheet (Bid - Acceptance by Department)

Contract No. C203070
County Brunswick

Rev 5-17-11

CONTRACT PAYMENT BOND

Date of Payment Bond Execution	February 4, 2013
Name of Principal Contractor	HRI, Inc. dba HRI Bridge Company
Name of Surety:	Liberty Mutual Insurance Company and the Fidelity and Deposit Company of Maryland
Name of Contracting Body:	**North Carolina Department of Transportation**
	Raleigh, North Carolina
Amount of Bond:	$3,687,459.95
Contract ID No.:	C203070
County Name:	Brunswick

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. C203070
County Brunswick

Rev 5-17-11

CONTRACT PAYMENT BOND

Affix Seal of Surety Company

Liberty Mutual Insurance Company and the Fidelity and Deposit Company of Maryland
Print or type Surety Company Name

By Stacy Rivera
Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Fact

Signature of Witness

Lucy Bernatchy
Print or type Signer's name

185 Asylum Street, 26th Floor
Hartford, CT 06103
Address of Attorney-in-Fact

Contract No. C203070
County Brunswick

Rev 5-17-11

CONTRACT PAYMENT BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

HRI, Inc. dba HRI Bridge Company
Full name of Corporation

1750 West College Avenue, State College, PA 16801
Address as prequalified

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

Jeffrey C. Lamb
Print or type Signer's name

Affix Corporate Seal

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

Debra A. Keirn
Print or type Signer's name

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5680885

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aiza Lopez; Danielle M. Bechard; Elana V. Sanchez; Jeannette Porrini; Stacy Rivera

all of the city of Hartford, state of CT 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 4th day of December, 2012.

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

By: Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 4th day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley, Notary Public

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

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

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

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, 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, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4 day of February, 2013.

By: David M. Carey, Assistant Secretary

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

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

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 15th day of May, A.D. 2012.

ATTEST:

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

By: _____
Assistant Secretary
Eric D. Barnes

_____
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 15th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

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

POA-F 142-0587E

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4 day of February, 20 13.

Geoffrey Delisio

Geoffrey Delisio, Vice President

Contract No. C203070
County Brunswick

Rev 5-17-11

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution:	February 4, 2013
Name of Principal Contractor:	HRI, Inc. dba HRI Bridge Company
Name of Surety:	Liberty Mutual Insurance Company and the Fidelity and Deposit Company of Maryland
Name of Contracting Body:	**North Carolina Department of Transportation**
	Raleigh, North Carolina
Amount of Bond:	$3,687,459.95
Contract ID No.:	C203070
County Name:	Brunswick

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. C203070
County Brunswick

Rev 5-17-11

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

Liberty Mutual Insurance Company and the Fidelity and Deposit Company of Maryland

Print or type Surety Company Name

By Stacy Rivera

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

Signature of Attorney-in-Fact

Signature of Witness

Lucy Bernatchy

Print or type Signer's name

185 Asylum Street, 26th Floor
Hartford, CT 06103

Address of Attorney-in-Fact

Contract No. C203070
County Brunswick

Rev 5-17-11

CONTRACT PERFORMANCE BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

HRI, Inc. dba HRI Bridge Company
Full name of Corporation

1750 West College Avenue, State College, PA 16801
Address as prequalified

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

Jeffrey C. Lamb
Print or type Signer's name

Affix Corporate Seal

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

Debra A. Keirn
Print or type Signer's name

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2011

Assets

Cash and Bank Deposits	$ 696,606,839
*Bonds — U.S Government	910,151,865
*Other Bonds	11,794,792,561
*Stocks	8,216,137,875
Real Estate	268,420,606
Agents' Balances or Uncollected Premiums	3,191,269,641
Accrued Interest and Rents	151,164,670
Other Admitted Assets	12,166,299,092
Total Admitted Assets	**$37,394,843,149**

Liabilities

Unearned Premiums		$3,762,485,913
Reserve for Claims and Claims Expense		15,817,904,502
Funds Held Under Reinsurance Treaties		1,249,980,610
Reserve for Dividends to Policyholders		4,656,284
Additional Statutory Reserve		77,791,575
Reserve for Commissions, Taxes and Other Liabilities		2,885,589,205
Total		**$23,798,408,089**
Special Surplus Funds	$1,036,917,657	
Capital Stock	10,000,000	
Paid in Surplus	7,732,061,653	
Unassigned Surplus	4,817,455,750	
Surplus to Policyholders		**13,596,435,060**
Total Liabilities and Surplus		**$37,394,843,149**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 BOSTON, MASS.

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2011, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 5th day of April, 2012.

T A Mikolajewski

Assistant Secretary

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5680884

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aiza Lopez; Danielle M. Bechard; Elana V. Sanchez; Jeannette Porrini; Stacy Rivera

all of the city of Hartford, state of CT 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 4th day of December, 2012.

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

By: Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 4th day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley, Notary Public

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

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

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

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, 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, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4 day of February, 2013.

By: David M. Carey, Assistant Secretary

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

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

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

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

Statement of Financial Condition

As Of December 31, 2011

ASSETS

Bonds	$ 167,477,539
Stocks	23,576,974
Cash and Short Term Investments	235,580
Reinsurance Recoverable	12,886,175
Other Accounts Receivable	39,980,988
TOTAL ADMITTED ASSETS	$ 244,157,256

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses		$ 127,987
Ceded Reinsurance Premiums Payable		48,215,682
Securities Lending Collateral Liability		1,022,500
TOTAL LIABILITIES		$ 49,366,169
Capital Stock, Paid Up	$ 5,000,000	
Surplus	189,791,087	
Surplus as regards Policyholders		194,791,087
TOTAL		$ 244,157,256

Securities carried at $59,049,993 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2011 market quotations for all bonds and stocks owned, the Company's total admitted assets would be $253,778,028 and surplus as regards policyholders $204,411,859.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2011.

Corporate Secretary

State of Illinois
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2012.

Notary Public

OFFICIAL SEAL
DARRYL JOINER
Notary Public - State of Illinois
My Commission Expires May 3, 2014

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 15th day of May, A.D. 2012.

ATTEST:

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

By: _____
Assistant Secretary
Eric D. Barnes

_____
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 15th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

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

POA-F 142-0587E

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4 day of February, 20 13.

Geoffrey Delisio

Geoffrey Delisio, Vice President