

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

PROPOSAL

DATE AND TIME OF BID OPENING: **MARCH 15, 2022 AT 2:00 PM**

CONTRACT ID C204452
WBS 15BPR.51

FEDERAL-AID NO. STATE FUNDED
COUNTY MECKLENBURG, GASTON
T.I.P. NO.
MILES 0.298
ROUTE NO.
LOCATION STRS #86 OVER I-85 ON US-74 EBL, #46 & #314 OVER I-85 ON
US-29 SB & US-74 WB, AND #66 OVER CATAWBA RIVER ON NC-27.
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. NOTWITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY FEDERAL - AID FUNDED PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING.

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A STRUCTURE PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. C204452 IN GASTON AND MECKLENBURG COUNTIES, 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. C204452 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 2018 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. C204452 in Gaston and Mecklenburg Counties, 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 2018* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

If the proposal is accepted and the award is made, the contract is valid only when signed either by the Contract Officer or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except over the signature of the said Contract Officer.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity of an item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for the contract.

Accompanying this bid is a bid bond secured by a corporate surety, or certified check payable to the order of the Department of Transportation, for five percent of the total bid price, which deposit is to be forfeited as liquidated damages in case this bid is accepted and the Bidder shall fail to provide the required payment and performance bonds with the Department of Transportation, under the condition of this proposal, within 14 calendar days after the written notice of award is received by him, as provided in the *Standard Specifications*; otherwise said deposit will be returned to the Bidder.



State Contract Officer

DocuSigned by:

Ronald Davenport

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02/10/2022

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

(7-1-95) (Rev. 12-18-07)

108

SP1 G10 A

The date of availability for this contract is **April 25, 2022**.

The completion date for this contract is **June 15, 2023**.

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 One Hundred Dollars (\$ 1,100.00)** per calendar day.

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 **Any Road** during the following time restrictions:

DAY AND TIME RESTRICTIONS**Monday thru Sunday****6:00 AM to 9:00 PM**

In addition, the Contractor shall not close or narrow a lane of traffic on **Any Road**, 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 **9:00 PM** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **9:00 PM** the following Tuesday.
3. For **Easter**, between the hours of **6:00 AM** Thursday and **9:00 PM** Monday.
4. For **Memorial Day**, between the hours of **6:00 AM** Friday and **9:00 PM** Tuesday.

5. For **Independence Day**, between the hours of **6:00 AM** the day before Independence Day and **9:00 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 **9:00 PM** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **6:00 AM** Friday and **9:00 PM** Tuesday.
7. For **Thanksgiving**, between the hours of **6:00 AM** Tuesday and **9:00 PM** Monday.
8. For **Christmas**, between the hours of **6:00 AM** the Friday before the week of Christmas Day and **9:00 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 **Two Thousand Dollars (\$ 2,000.00)** per fifteen (15) minute time period.

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 *2018 Standard Specifications*):

Line #	Description
43	Placing & Finishing Of Latex Modified Concrete Overlay - Very Early Stength

SPECIALTY ITEMS:

(7-1-95)(Rev. 7-20-21)

108-6

SP1 G37

Items listed below will be the specialty items for this contract (see Article 108-6 of the *2018 Standard Specifications*).

Line #	Description
11-13	Long-Life Pavement Markings
15	Permanent Pavement Markers
23-28	Bridge Painting

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08) (Rev. 5-13-19)

108-2

SP1 G58

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

	<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2022	(7/01/21 - 6/30/22)	22% of Total Amount Bid
2023	(7/01/22 - 6/30/23)	78% of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2018 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. 8-17-21)

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 the Combined MBE /WBE Goal. No submittal of a Letter of Intent is required.

Combined MBE/WBE Goal: A portion of the total contract, expressed as a percentage that is to be performed by committed MBE/WBE subcontractors.

Committed MBE/WBE Subcontractor - Any MBE/WBE submitted at the time of bid that is being used to meet the Combined MBE /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 Goal Requirement - The approved participation at time of award, but not greater than the advertised Combined MBE/WBE contract goal.

Goal Confirmation Letter - Written documentation from the Department to the bidder confirming the Contractor's approved, committed 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 Participation (Anticipated) - A portion of the total contract, expressed as a percentage that is anticipated 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.

Replacement / Substitution – A full or partial reduction in the amount of work subcontracted to a committed (or an approved substitute) MBE/WBE firm.

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 Participation (Anticipated) - A portion of the total contract, expressed as a percentage, that is anticipated 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.
<https://connect.ncdot.gov/business/Turnpike/Documents/Form%20DBE-IS%20Subcontractor%20Payment%20Information.pdf>

RF-1 MBE/WBE Replacement Request Form - Form for replacing a committed MBE or WBE.
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf>

SAF Subcontract Approval Form - Form required for approval to sublet the contract.

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip>

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

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

Letter of Intent - Form signed by the Contractor and the MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE for the estimated amount (based on quantities and unit prices) listed at the time of bid.

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

Listing of MBE and WBE Subcontractors Form - Form for entering MBE/WBE subcontractors on a project that will meet the Combined MBE/WBE goal. This form is for paper bids only.

[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20\(State\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20(State).docx)

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

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

Combined MBE/WBE Goal

The Combined MBE/WBE Goal for this project is **0.0 %**

The Combined Goal was established utilizing the following anticipated participation for Minority Business Enterprises and Women Business Enterprises:

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

- (1) *If the anticipated MBE participation 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.
- (2) *If the anticipated MBE participation 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 anticipated WBE participation 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.

- (2) *If the anticipated WBE participation 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.

The Bidder is required to submit only participation to meet the Combined MBE/WBE Goal. The Combined Goal may be met by submitting all MBE participation, all WBE participation, or a combination of MBE and WBE participation.

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 Combined MBE/WBE Goal. The Directory can be found at the following link.

<https://www.ebs.nc.gov/VendorDirectory/default.html>

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

Listing of MBE/WBE Subcontractors

At the time of bid, bidders shall submit all MBE and WBE participation that they anticipate to use during the life of the contract. Only those identified to meet the Combined MBE/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 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 the electronic submittal file.

- (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 the electronic submittal file, 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 the Combined MBE/WBE goal.

(B) Paper Bids

- (1) *If the Combined MBE/WBE Goal is more than zero,*
 - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.
 - (b) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have MBE and WBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.
 - (c) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the Combined MBE/WBE Goal.
- (2) *If the Combined MBE/WBE Goal is zero,* entries on the *Listing of MBE and WBE Subcontractors* are not required for the zero goal, however any MBE or WBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

MBE or WBE Prime Contractor

When a certified MBE or WBE firm bids on a contract that contains a Combined MBE/WBE goal, the firm is responsible for meeting the goal or making good faith efforts to meet the goal, just like any other bidder. In most cases, a MBE or WBE bidder on a contract will meet the Combined MBE/WBE Goal 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 goal.

MBE/WBE prime contractors shall also follow Sections A and B listed under *Listing of MBE/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 Combined MBE/WBE Goal 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 10:00 a.m. of the sixth calendar day following opening of bids, unless the sixth day falls on an official state holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 10:00 a.m. on the next official state business day.

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

Banking MBE/WBE Credit

If the bid of the lowest responsive bidder exceeds \$500,000 and if the committed MBE/WBE participation submitted exceeds the algebraic sum of the Combined MBE /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 and WBE firms to meet the advertised goal, as part of the good faith effort, the Department will consider allowing the bidder to withdraw funds to meet the Combined MBE/WBE Goal as long as there are adequate funds available from the bidder's MBE and WBE bank accounts.

Submission of Good Faith Effort

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

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

electronically, then one complete set and 5 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 a Combined MBE/WBE Goal More Than Zero

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs that are also prequalified subcontractors. 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 Combined MBE/WBE Goal will be achieved.
 - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (2) Negotiate with subcontractors to assume part of the responsibility to meet the advertised goal when the work to be sublet includes potential for MBE/WBE participation (2nd and 3rd tier subcontractors).
- (C) Providing interested certified MBEs/WBEs that are also prequalified subcontractors 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 the advertised goal 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 goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from 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 Opportunity and Work Force Development Unit at BOWD@ncdot.gov 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 advertised 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 Combined MBE/WBE Goal.

- (2) The bidders' past performance in meeting the contract goal.
- (3) The performance of other bidders in meeting the advertised goal. For example, when the apparent successful bidder fails to meet the goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the advertised goal, 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 Combined MBE/WBE Goal can be met or that an adequate good faith effort has been made to meet the advertised goal.

Non-Good Faith Appeal

The State Prequalification 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 Prequalification 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 the Combined MBE/WBE Goal

(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 anticipated MBE participation. The same holds true for work that a WBE subcontracts to another WBE firm. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward the contract goal requirement. 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 MBE or WBE participation breakdown. 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 firms and there is no interest or availability, and they can get assistance from other certified firms, the Engineer will not hold the prime responsible for meeting the individual MBE or WBE breakdown. 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.

(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/ 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/ 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. If it is determined that a MBE or WBE is not performing a Commercially Useful Function, the contractor may present evidence to rebut this presumption to the Department.

(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 Combined MBE/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 participation breakdown. 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 responsible for meeting the individual MBE or WBE participation breakdown.

- (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.

MBE/WBE Replacement

When a Contractor has relied on a commitment to a MBE or WBE subcontractor (or an approved substitute MBE or WBE subcontractor) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE subcontractor 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.

The Contractor must give notice in writing both by certified mail and email to the MBE/WBE subcontractor, with a copy to the Engineer of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the MBE/WBE subcontractor five (5) business days to respond to the Contractor's Notice of Intent to Request Termination and/or Substitution. If the MBE/WBE subcontractor objects to the intended termination/substitution, the MBE/WBE, within five (5) business days must advise the Contractor and the Department of the reasons why the action should not be approved. The five-day notice period shall begin on the next business day after written notice is provided to the MBE/WBE subcontractor.

A committed MBE/WBE subcontractor may only be terminated after receiving the Department's written approval based upon a finding of good cause for the proposed termination and/or substitution. For purposes of this section, good cause shall include the following circumstances:

- (a) The listed MBE/WBE subcontractor fails or refuses to execute a written contract;
- (b) The listed MBE/WBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the MBE/WBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (c) The listed MBE/WBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (d) The listed MBE/WBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (e) The listed MBE/WBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (f) The listed MBE/WBE subcontractor is not a responsible contractor;
- (g) The listed MBE/WBE voluntarily withdraws from the project and provides written notice of withdrawal;
- (h) The listed MBE/WBE is ineligible to receive MBE/WBE credit for the type of work required;
- (i) A MBE/WBE owner dies or becomes disabled with the result that the listed MBE/WBE contractor is unable to complete its work on the contract;
- (j) Other documented good cause that compels the termination of the MBE/WBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a MBE/WBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the MBE/WBE contractor was engaged or so that the prime contractor can substitute another MBE/WBE or non-MBE/WBE contractor after contract award.

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

(A) Performance Related Replacement

When a committed MBE/WBE is terminated for good cause as stated above, an additional MBE/WBE that was submitted at the time of bid may be used to fulfill the MBE/WBE commitment to meet the Combined MBE/WBE Goal. A good faith effort will only be required for removing a committed MBE/WBE if there were no additional MBE/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 MBE/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 MBE/WBEs for specific subbids including, at a minimum:

- (a) The names, addresses, and telephone numbers of MBE/WBEs who were contacted.
 - (b) A description of the information provided to MBE/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 MBE/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 MBE/WBE subcontractor to perform at least the same amount of work to meet the Combined 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).
 - (3) Exception: If the MBE/WBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, 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 and overall goal.

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

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/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.

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

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2018 Standard Specifications* may be cause to disqualify the Contractor.

RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:

(11-17-20)

SP01 G090

All telecommunications, video or other ITS equipment or services installed or utilized on this project must be in conformance with UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS **2 CFR, § 200.216** **Prohibition on certain telecommunications and video surveillance services or equipment.**

USE OF UNMANNED AIRCRAFT SYSTEM (UAS):

(8-20-19)

SP1 G092

The Contractor shall adhere to all Federal, State and Local regulations and guidelines for the use of Unmanned Aircraft Systems (UAS). This includes but is not limited to US 14 CFR Part 107 *Small UAS Rule*, NC GS 15A-300.2 *Regulation of launch and recovery sites*, NC GS 63-95 *Training required for the operation of unmanned aircraft systems*, NC GS 63-96 *Permit required for commercial operation of unmanned aircraft system*, and NCDOT UAS Policy. The required operator certifications include possessing a current Federal Aviation Administration (FAA) Remote Pilot Certificate, a NC UAS Operator Permit as well as operating a UAS registered with the FAA.

Prior to beginning operations, the Contractor shall complete the NCDOT UAS – Flight Operation Approval Form and submit it to the Engineer for approval. All UAS operations shall be approved by the Engineer prior to beginning the operations.

All contractors or subcontractors operating UAS shall have UAS specific general liability insurance to cover all operations under this contract.

The use of UAS is at the Contractor's discretion. No measurement or payment will be made for the use of UAS. In the event that the Department directs the Contractor to utilize UAS, payment will be in accordance with Article 104-7 Extra Work.

EQUIPMENT IDLING GUIDELINES:

(1-19-21)

107

SP1 G096

Exercise reduced fuel consumption and reduced equipment emissions during the construction of all work associated with this contract. Employees engaged in the construction of this project should turn off vehicles when stopped for more than thirty (30) minutes and off-highway equipment should idle no longer than fifteen (15) consecutive minutes.

These guidelines for turning off vehicles and equipment when idling do not apply to:

1. Idling when queuing.
 2. Idling to verify the vehicle is in safe operating condition.
 3. Idling for testing, servicing, repairing or diagnostic purposes.
 4. Idling necessary to accomplish work for which the vehicle was designed (such as operating a crane, mixing concrete, etc.).
 5. Idling required to bring the machine system to operating temperature.
 6. Emergency vehicles, utility company, construction, and maintenance vehicles where the engines must run to perform needed work.
 7. Idling to ensure safe operation of the vehicle.
 8. Idling when the propulsion engine is providing auxiliary power for other than heating or air conditioning. (such as hydraulic systems for pavers)
 9. When specific traffic, safety, or emergency situations arise.
 10. If the ambient temperature is less than 32 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants (e.g. to run the heater).
 11. If the ambient temperature is greater than 90 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants of off-highway equipment (e.g. to run the air conditioning) no more than 30 minutes.
 12. Diesel powered vehicles may idle for up to 30 minutes to minimize restart problems.
- Any vehicle, truck, or equipment in which the primary source of fuel is natural gas or electricity is exempt from the idling limitations set forth in this special provision.

ELECTRONIC BIDDING:

(2-19-19)

101, 102, 103

SP1 G140

Revise the *2018 Standard Specifications* as follows:

Page 1-4, Article 101-3, DEFINITIONS, BID (OR PROPOSAL) *Electronic Bid*, line 1, replace “Bid Express®” with “the approved electronic bidding provider”.

Page 1-15, Subarticle 102-8(B), Electronic Bids, lines 39-40, replace “to Bid Express®” with “via the approved electronic bidding provider”.

Page 1-15, Subarticle 102-8(B)(1), Electronic Bids, line 41, delete “from Bid Express®”

Page 1-17, Subarticle 102-9(C)(2), Electronic Bids, line 21, replace “Bid Express® miscellaneous folder within the .ebs” with “electronic submittal”.

Page 1-29, Subarticle 103-4(C)(2), Electronic Bids, line 32, replace “.ebs miscellaneous data file of Expedite” with “electronic submittal file”

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.

PROJECT SPECIAL PROVISIONS**ROADWAY****BURNING RESTRICTIONS:**

(7-1-95)

200, 210, 215

SP2 R05

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

SUPPLEMENTAL SURVEYING:

(4-20-21)

801

SP8 R03

Revise the *2018 Standard Specifications* as follows:

Page 8-7, Article 801-3 MEASUREMENT AND PAYMENT, lines 10-11, replace with the following:

Supplemental Surveying Office Calculations will be paid at the stated price of \$85.00 per hour. *Supplemental Field Surveying* will be paid at the stated price of \$145.00 per hour. The

PORTLAND CEMENT CONCRETE PRODUCTION AND DELIVERY:

(9-15-20)

1000, 1014, 1024

SP10 R01

Revise the *2018 Standard Specifications* as follows:

Page 10-6, Table 1000-1, REQUIREMENTS FOR CONCRETE, replace with the following:

Class of Concrete	Min. Compressive Strength at 28 days	Maximum Water-Cement Ratio				Consistency Maximum Slump		Cement Content			
		Air-Entrained Concrete		Non-Air-Entrained Concrete		Vibrated	Non-Vibrated	Vibrated		Non-Vibrated	
		Rounded Aggregate	Angular Aggregate	Rounded Aggregate	Angular Aggregate			Min.	Max.	Min.	Max.
		Units	psi					inch	inch	lb/cy	lb/cy
AA	4500	0.381	0.426	---	---	3.5 ^A	---	639	715	---	---
AA Slip Form	4500	0.381	0.426	---	---	1.5	---	639	715	---	---
Drilled Pier	4500	---	---	0.450	0.450	---	5 - 7 dry	---	---	640	800
A	3000	0.488	0.532	0.550	0.594	3.5 ^A	4.0	564	---	602	---

B	2500	0.488	0.567	0.559	0.630	1.5 machine placed 2.5 ^A hand placed	4.0	508	---	545	---
Sand Light-weight	4500	---	0.420	---	---	4.0 ^A	---	715	---	---	---
Latex Modified	3000 (at 7 days)	0.400	0.400	---	---	6.0	---	658	---	---	---
Flowable Fill excavatable	150 max. (at 56 days)	as needed	as needed	as needed	as needed	---	Flowable	---	---	40	100
Flowable Fill non- excavatable	125	as needed	as needed	as needed	as needed	---	Flowable	---	---	100	as needed
Pavement	4500 Design, field 650 flexural, design only	0.559	0.559	---	---	1.5 slip form 3.0 hand placed	---	526	---	---	---
Precast	See Table 1077-1	as needed	as needed	---	---	6.0	as needed	as needed	as needed	as needed	as needed
Prestressed	per contract	See Table 1078-1	See Table 1078-1	---	---	8.0	---	564	as needed	---	---

- A. The slump may be increased to 6 inches, provided the increase in slump is achieved by adding a chemical admixture conforming to Section 1024-3. In no case shall the water-cement ratio on the approved design be exceeded. Concrete exhibiting segregation and/or excessive bleeding will be rejected. Utilizing an Admixture to modify slump does not relinquish the contractor's responsibility to ensure the final product quality and overall configuration meets design specifications. Caution should be taken when placing these modified mixes on steep grades to prevent unintended changes to the set slope.

MATERIALS FOR PORTLAND CEMENT CONCRETE:

(9-15-20)

1000, 1024

SP10 R24

Revise the *2018 Standard Specifications* as follows:

Page 10-52, Article 1024-4, WATER, lines 3-6, delete and replace with the following:

Test water from wells at all locations. Test public water supplies from all out of state locations and in the following counties: Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Craven, Currituck, Dare, Gates, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrell and Washington unless the Engineer waives the testing requirements.

Page 10-52, Table 1024-2, PHYSICAL PROPERTIES OF WATER, replace with the following:

Property	Requirement	Test Method
Compression Strength, minimum percent of control at 3 and 7 days	90%	ASTM C1602
Time of set, deviation from control	From 1:00 hr. earlier to 1:30 hr. later	ASTM C1602
pH	4.5 to 8.5	ASTM D1293 *
Chloride Ion Content, Max.	250 ppm	ASTM D512 *
Total Solids Content (Residue), Max.	1,000 ppm	SM 2540B *
Resistivity, Min.	0.500 kohm-cm	ASTM D1125 *

*Denotes an alternate method is acceptable. Test method used shall be referenced in the test report.

MATERIAL AND EQUIPMENT STORAGE & PARKING OF PERSONAL VEHICLES:

11-17-21

1101

SP11 R03

Revise the *2018 Standard Specifications* as follows:

Page 11-2, Article 1101-8 MATERIAL AND EQUIPMENT STORAGE, line 35-38, delete and replace with the following:

When work is not in progress, keep all personnel, equipment, machinery, tools, construction debris, materials and supplies away from active travel lanes that meets Table 1101-1.

TABLE 1101-1 MATERIAL AND EQUIPMENT STORAGE FROM ACTIVE TRAVEL LANES	
Posted Speed Limit (mph)	Distance (ft)
40 or less	≥ 18
45-50	≥ 28
55	≥ 32
60 or higher	≥ 40

When vehicles, equipment and materials are protected by concrete barrier or guardrail, they shall be offset at least 5 feet from the barrier or guardrail.

Page 11-2, Article 1101-9 PARKING OF PERSONAL VEHICLES, line 40-41, delete and replace with the following:

Provide staging areas for personal vehicle parking in accordance with section 1101-8 or as directed by the Engineer before use.

WORK ZONE INSTALLER:

(7-20-21)

1101, 1150

SP11 R04

Provide the service of at least one qualified work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way. The qualified work zone installer shall serve as crew leader and shall be on site and directing the installation and removal of temporary traffic control. If multiple temporary traffic control installations or removals are occurring simultaneously, then each shall have a qualified work zone installer.

The work zone installer shall be qualified by an NCDOT approved training agency in the safe and competent set up of temporary traffic control. For a complete listing of approved training agencies, see the Work Zone Safety Training webpage.

A work zone supervisor, in accordance with Article 1101-13 of the *Standard Specifications*, may fulfill the role of the work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way provided they are on site and directing the installation and removal of temporary traffic control.

All other individuals participating in the setup, installation, and removal of temporary traffic control within the highway right of way shall be certified as a qualified flagger in accordance with Article 1150-3 of the *Standard Specifications*, even if flagging is not being performed as part of the traffic control.

Provide the name and contact information of all qualified work zone installers to the Engineer prior to or at the preconstruction conference. Additionally, provide a qualification statement that all other individuals participating in the setup, installation, and removal of temporary traffic control are qualified flaggers that have been properly trained through an NCDOT approved training agency.

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(D) of the *2018 Standard Specifications*.

STANDARD SPECIAL PROVISION
NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

(5-17-11)

Z-3

Seed shall be sampled and tested by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory. When said samples are collected, the vendor shall supply an independent laboratory report for each lot to be tested. Results from seed so sampled shall be final. Seed not meeting the specifications shall be rejected by the Department of Transportation and shall not be delivered to North Carolina Department of Transportation warehouses. If seed has been delivered it shall be available for pickup and replacement at the supplier's expense.

Any re-labeling required by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory, that would cause the label to reflect as otherwise specified herein shall be rejected by the North Carolina Department of Transportation.

Seed shall be free from seeds of the noxious weeds Johnsongrass, Balloonvine, Jimsonweed, Witchweed, Itchgrass, Serrated Tussock, Showy Crotalaria, Smooth Crotalaria, Sicklepod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

Tolerances established by the Association of Official Seed Analysts will generally be recognized. However, for the purpose of figuring pure live seed, the found pure seed and found germination percentages as reported by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory will be used. Allowances, as established by the NCDOT, will be recognized for minimum pure live seed as listed on the following pages.

The specifications for restricted noxious weed seed refers to the number per pound as follows:

<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. Of Seed</u>	<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. of Seed</u>
Blessed Thistle	4 seeds	Cornflower (Ragged Robin)	27 seeds
Cocklebur	4 seeds	Texas Panicum	27 seeds
Spurred Anoda	4 seeds	Bracted Plantain	54 seeds
Velvetleaf	4 seeds	Buckhorn Plantain	54 seeds
Morning-glory	8 seeds	Broadleaf Dock	54 seeds
Corn Cockle	10 seeds	Curly Dock	54 seeds
Wild Radish	12 seeds	Dodder	54 seeds
Purple Nutsedge	27 seeds	Giant Foxtail	54 seeds
Yellow Nutsedge	27 seeds	Horsenettle	54 seeds
Canada Thistle	27 seeds	Quackgrass	54 seeds
Field Bindweed	27 seeds	Wild Mustard	54 seeds
Hedge Bindweed	27 seeds		

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall

not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

Exceptions may be made for minimum pure live seed allowances when cases of seed variety shortages are verified. Pure live seed percentages will be applied in a verified shortage situation. Those purchase orders of deficient seed lots will be credited with the percentage that the seed is deficient.

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

Minimum 85% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 83% pure live seed will not be approved.

Sericea Lespedeza
Oats (seeds)

Minimum 80% pure live seed; maximum 1% total weed seed; maximum 2% total other crop; maximum 144 restricted noxious weed seed per pound. Seed less than 78% pure live seed will not be approved.

Tall Fescue (all approved varieties)	Bermudagrass
Kobe Lespedeza	Browntop Millet
Korean Lespedeza	German Millet – Strain R
Weeping Lovegrass	Clover – Red/White/Crimson
Carpetgrass	

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

Common or Sweet Sundangrass

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

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

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

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

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

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

STANDARD SPECIAL PROVISION**ERRATA**

(10-16-18) (Rev.1-18-22)

Z-4

Revise the *2018 Standard Specifications* as follows:

Division 6

Page 6-7, Article 609-1 DESCRIPTION, line 29, replace article number “609-10” with “609-9”.

Division 7

Page 7-27, Article 725-1 MEASUREMENT AND PAYMENT, line 4, replace article number “725-1” with “724-4”.

Page 7-28, Article 725-1 MEASUREMENT AND PAYMENT, line 10, replace article number “725-1” with “725-3”.

Division 10

Page 10-78, Article 1056-4 GEOTEXTILES, TABLE 1056-1, Permittivity, Type 2, replace “Table 6^D” with “Table 7^D” and **Permittivity, Type 3^B,** replace “Table 7^D” with “Table 8^D”.

Page 10-121, Article 1076-7, REPAIR OF GALVANIZING, line 8, replace article number “1080-9” with “1080-7”.

Page 10-162, Article 1080-50 PAINT FOR VERTICAL MARKERS, line 1, replace article number “1080-50” with “1080-10”.

Page 10-162, Article 1080-61 EPOXY RESIN FOR REINFORCING STEEL, line 5, replace article number “1080-61” with “1080-11”.

Page 10-162, Article 1080-72 ABRASIVE MATERIALS FOR BLAST CLEANING STEEL, line 22, replace article number “1080-72” with “1080-12”.

Page 10-163, Article 1080-83 FIELD PERFORMANCE AND SERVICES, line 25, replace article number “1080-83” with “1080-13”.

Division 17

Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, lines 42-44, replace the second sentence with the following:

An example is an installation of a single 1.25 inch HDPE conduit would be paid as:

Directional Drill (1)(1.25”) Linear Foot

Page 17-15, Subarticle 1715-3(E) Bore and Jack, line 5, replace article number “1540-4” with “1550-4”.

Page 17-15, Subarticle 1715-3(E) Bore and Jack, lines 10 & 11, replace "*NCDOT Policies and Procedures for Accommodating Utilities on Highway Rights of Way*" with "*NCDOT Utilities Accommodations Manual*".

STANDARD SPECIAL PROVISION**PLANT AND PEST QUARANTINES****(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, Guava Root Knot Nematode, And Other Noxious Weeds)**

(3-18-03) (Rev. 5-21-19)

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or <https://www.ncagr.gov/plantindustry/Plant/quaran/table2.htm> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

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

(6-28-77)(Rev 6/19/2018)

Z-6

Revise the *2018 Standard Specifications* as follows:

Replace Article 103-4(B) with the following:

The North Carolina Department of Transportation is committed to carrying out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts.

The provisions of this section related to United States Department of Transportation (US DOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21, 23 United States Code (U.S.C.) 140 and 23 CFR part 200 (or 49 CFR 303, 49 U.S.C. 5332 or 49 U.S.C. 47123) are applicable to all North Carolina Department of Transportation (NCDOT) contracts and to all related subcontracts, material supply, engineering, architectural and other service contracts, regardless of dollar amount. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.

(1) **Title VI Assurances (USDOT Order 1050.2A, Appendix A)**

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

(a) Compliance with Regulations

The contractor (hereinafter includes consultants) shall comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(b) Nondiscrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(d) Information and Reports

The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts,

Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance:

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it and/or the FHWA may determine to be appropriate, including, but not limited to:

- (i) Withholding payments to the contractor under the contract until the contractor complies; and/or
- (ii) Cancelling, terminating, or suspending a contract, in whole or in part.

(f) Incorporation of Provisions

The contractor shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(2) **Title VI Nondiscrimination Program (23 CFR 200.5(p))**

The North Carolina Department of Transportation (NCDOT) has assured the USDOT that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, sex, age, or disability (including religion/creed or income-level, where applicable), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT must also comply with Title VI and related authorities, therefore:

(a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:

1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.
2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:

“The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§

2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award.”

4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
 5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
 6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
- (d) The Contractor is responsible for notifying subcontractors of NCDOT’s External Discrimination Complaints Process.
1. Applicability
Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.
 2. Eligibility
Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.
 3. Time Limits and Filing Options
Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:
 - (i) The date of the alleged act of discrimination; or
 - (ii) The date when the person(s) became aware of the alleged discrimination; or
 - (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.Title VI and related discrimination complaints may be submitted to the following entities:

- North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
 - Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
 - US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070
4. Format for Complaints
Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
5. Discrimination Complaint Form
Contact NCDOT Civil Rights to receive a full copy of the Discrimination Complaint Form and procedures.
6. Complaint Basis
Allegations must be based on issues involving race, color, national origin (LEP), sex, age, disability, or religion (in the context of employment, aviation or transit). "Basis" refers to the complainant's membership in a protected group category.

**TABLE 103-1
COMPLAINT BASIS**

Protected Categories	Definition	Examples	Applicable Nondiscrimination Authorities
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. (<i>Executive Order 13166</i>)
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin (<i>Limited English Proficiency</i>)	Place of birth. Citizenship is not a factor. (<i>Discrimination based on language or a person's accent is also covered</i>)	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual. <i>Note: Sex under this program does not include sexual orientation.</i>	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990

<p>Religion (in the context of employment) <i>(Religion/ Creed in all aspects of any aviation or transit-related construction)</i></p>	<p>An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. Note: Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.</p>	<p>Muslim, Christian, Sikh, Hindu, etc.</p>	<p>Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. <i>(49 U.S.C. 5332(b); 49 U.S.C. 47123)</i></p>
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(3) Pertinent Nondiscrimination Authorities

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

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- (i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with

- disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - (l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
 - (m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).
- (4) **Additional Title VI Assurances**

***The following Title VI Assurances (Appendices B, C and D) shall apply, as applicable*

- (a) Clauses for Deeds Transferring United States Property (1050.2A, Appendix B)
The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the North Carolina Department of Transportation (NCDOT) will accept title to the lands and maintain the project constructed thereon in accordance with the North Carolina General Assembly, the Regulations for the Administration of the Federal-Aid Highway Program, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the NCDOT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the North Carolina Department of Transportation (NCDOT) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the NCDOT, its successors and assigns.

The NCDOT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the NCDOT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

(b) Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program (1050.2A, Appendix C)

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(a):

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - (i.) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

(c) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program (1050.2A, Appendix D)

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(b):

1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the NCDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
3. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

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

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

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

STABILIZATION REQUIREMENTS:

(4-30-19)

S-3

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective April 1, 2019 issued by the North Carolina Department of Environmental Quality Division of Water Resources. Temporary or permanent ground cover stabilization shall occur within 7 calendar days from the last land-disturbing activity, with the following exceptions in which temporary or permanent ground cover shall be provided in 14 calendar days from the last land-disturbing activity:

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

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

SEEDING AND MULCHING:

(West)

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

Shoulder and Median Areas

August 1 - June 1		May 1 - September 1	
20#	Kentucky Bluegrass	20#	Kentucky Bluegrass
75#	Hard Fescue	75#	Hard Fescue
25#	Rye Grain	10#	German or Browntop Millet
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Areas Beyond the Mowing Pattern, Waste and Borrow Areas:

August 1 - June 1		May 1 - September 1	
100#	Tall Fescue	100#	Tall Fescue
15#	Kentucky Bluegrass	15#	Kentucky Bluegrass
30#	Hard Fescue	30#	Hard Fescue
25#	Rye Grain	10#	German or Browntop Millet
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Approved Tall Fescue Cultivars

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

Approved Kentucky Bluegrass Cultivars:

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

Approved Hard Fescue Cultivars:

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

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

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

**Project Special Provisions
Structures**

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Latex Modified Concrete Overlay – Very Early Strength	(02-11-19)	BP-11
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Project 15BPR.51

BP-2

Gaston & Mecklenburg Counties

Epoxy Resin Injection

(02-11-19)

BP-85

Deck Drain Repair

(SPECIAL)

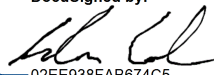
BP-89

Grout for Structures

(12-01-17)

BP-91



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02/04/2022

SCOPE OF WORK

This work shall consist of furnishing all labor, equipment, and materials to overlay the existing bridge deck with latex modified concrete overlay, silane deck, barrier rail, and substructure treatment, complete substructure repairs, steel beam repairs, and replace joints of the existing bridge as directed in the plans. Work includes: portable lighting, existing bridge deck surface preparation, milling existing bridge deck, removing bridge deck concrete using hydro-demolition and scarification methods, overlaying the prepared bridge deck with latex modified concrete overlay, shotblasting existing concrete deck, sidewalk, barrier rails and approach slabs, applying silane treatment, replacing joints, disposal of waste material, grooving bridge deck, pavement markings, substructure repairs using concrete and shotcrete repairs, steel beam repairs, cleaning and painting steel beam ends and diaphragms, epoxy coating and debris removal on the tops of the bent caps; seeding and mulching all grassed areas disturbed; and all incidental items necessary to complete the project as specified and shown on the plans. No separate measurement or payment will be made for seeding, mulching or any measures required to control erosion or prevent off-site sedimentation. The cost of this work shall be included in the lump sum price bid for *Mobilization*.

Work will be performed on the existing bridges at the following locations:

- Gaston County Bridge #46 – US 29S/74S over I-85N
- Gaston County Bridge #314 – US 29S/74S over I-85S
- Gaston County Bridge #86 – US 74E over I-85N
- Gaston County Bridge #66 – NC 27 over Catawba River

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 2018, except as otherwise specified herein.

LMC OVERLAY SURFACE PREPARATION**(SPECIAL)****DESCRIPTION**

This special provision addresses the surface preparation activities required prior to the placement of latex modified concrete. Unless specifically mentioned below, all requirements specified for the bridge deck are also required for the approach slabs.

DEFINITIONS

Scarification shall consist of the removal of any asphalt wearing surface and concrete surface to a uniform depth within ½” of the plan overlay thickness or to the limits shown on the plans.

Hydro-demolition shall consist of the removal of the deck surface by means of high pressure water blasting which will remove concrete, 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.

EQUIPMENT

Use the following surface preparation equipment:

- (A) Scarifying equipment that is a power-operated, mechanical grinder capable of removing a minimum depth of ¼” for each pass.
- (B) Hydro-demolition machine, self-propelled with a minimum orifice pressure of 17,000 psi.
- (C) All water used for hydro-demolition shall be potable.
- (D) Equipment capable of sawing concrete to the specified plan depth.
- (E) Hand-held high velocity (7,500 psi minimum) water-jet equipment capable of removing rust scale from reinforcing steel, removing small chips of concrete partially loosened by the scarifying or chipping operation, and for removing rehydrated dust left from scarification.
- (F) Power driven hand tools for removal of unsound concrete are required that meet the following requirements:
 - (1) Pneumatic hammers weighing a nominal 35 lb or less.
 - (2) Pneumatic hammer chisel-type bits that do not exceed the diameter of the shaft in width.
- (G) Hand tools such as hammers and chisels for removal of final particles of unsound concrete.
- (H) Self-propelled vacuum capable of picking up water, dust, and other loose material from prepared deck surface.
- (I) 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:

- (A) Water pressure.
 - (B) Angle and distance of the orifice in relation to the surface to be blasted.
 - (C) Limits of transverse and longitudinal movement of the orifice.
 - (D) Speed of the orifice in the transverse and longitudinal direction.
- High pressure pump(s) 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 less than 90 decibels at a distance of 50 feet.

MANAGEMENT AND DISPOSAL OF CONCRETE GRINDING RESIDUALS

The contractor must collect and properly dispose of water, Hydro-demolition Operation Slurry (HOS), Diamond Grinding Slurry (DGS), and solids from bridge deck preparation, otherwise referred to as Concrete Grinding Residuals (CGR). Prior to beginning work, submit for approval by the Engineer an HOS/DGS Management Plan. Prepare the plan in accordance with the NCDOT Guidelines on the Management and Disposal of CGR available at:

[https://connect.ncdot.gov/resources/Environmental/Environmental Permits and Guidelines/Forms/AllItems.aspx](https://connect.ncdot.gov/resources/Environmental/Environmental%20Permits%20and%20Guidelines/Forms/AllItems.aspx)

The contractor shall comply with applicable regulation concerning such water disposal.

Prior to final payment, the contractor must submit a paper copy of all completed records pertaining to disposal of CGR. All costs associated with Management and Disposal of CGR shall be included in the payment of other items.

OSP PLAN SUBMITTAL

Prior to beginning surface preparation activities, the Contractor shall submit for review and approval the Overlay Surface Preparation (OSP) Plan. The OSP Plan shall detail the type of equipment that is intended to be used and the means by which the Contractor will achieve the following requirements:

- (A) Estimate depth of reinforcing steel.
- (B) Scarification of deck to required depth.
- (C) Field verification that required scarification depth was achieved within limits.
- (D) Hydro-demolition of deck with appropriate profile and to required depth.
- (E) Field verification that the required hydro-demolition depth was achieved within limits.

SURFACE PREPARATION

Remove all existing asphalt overlays and all loose, disintegrated, unsound or contaminated concrete to the limits shown on the plans with the following requirements:

- (A) Sealing of Bridge Deck: Seal all expansion joints subject to run-off water from the hydro-demolition process with material approved by the Engineer, prior to beginning any demolition. The expansion joints shall remain sealed until water from the hydro-demolition process no longer passes over them. 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 other sections of the bridge affected by the work being performed shall be sealed prior to beginning scarification. Drains shall remain

sealed until it has been determined that materials from the hydro-demolition and concrete overlay operations cannot be discharged through them any longer.

- (B) Scarifying Bridge Deck: Removal of any asphalt wearing surface from the bridge deck and scarification of the entire surface of the concrete deck to remove concrete to a uniform depth within ½” of the plan overlay thickness, but not less than ½” inch above the top mat of reinforcing steel.

It will be the Contractor’s responsibility to determine amount of cover for the reinforcing steel. Use a pachometer or other approved device, as directed by Engineer, prior to beginning hydro-demolition. Readings shall be taken in the presence of the Engineer. Readings should be taken for each span at 1/5 points longitudinally and 1/3 points transversely. This cost for this work will be considered incidental to the cost of hydro-demolition of the bridge deck.

Estimated average cover to top mat:

Bridge #46: 1 1/4” +/-3/8”

Bridge #314: 1 1/4” +/-3/8”

Bridge #86: 1 1/4” +/-3/8”

The above top mat cover dimensions are an estimate based on the best available information. Calibrate scarifying equipment in order to avoid damaging the reinforcing steel in the bridge floor or the approach slab. If reinforcing bars or bridge drainage devices are pulled up or snagged during operations, then cease work and consult with the Engineer to determine any necessary adjustments to the scarifying operation.

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.

(C) Calibration of Hydro-Demolition Equipment: Two (2) 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 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 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 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 ¼" of sound concrete, then re-test on deteriorated concrete.

If additional defective concrete is found, the depth of cut will increase in ¼" 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 plans 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 inaccessible or inconvenient areas.

(D) Hydro-demolition (Overlay Depth): Remove by hydro-demolition or chipping with hand tools all loose, unsound and contaminated deck concrete and, if necessary, sound concrete in order to allow for the placement of an overlay with the minimum depth shown on the plans. In areas where reinforcing steel is exposed and debonded for a length greater than two (2) feet, remove deck to an average depth of ½" below the exposed and debonded reinforcing steel. Reinforcing steel that is exposed and loose shall be tied to the crossing bar(s) as needed to secure the steel. Reinforcing steel shall be considered loose if when struck, movement or vibration can be observed. Concrete below crossing bar shall be removed as necessary to tie reinforcing steel to crossing bar with a wire tie. Dispose of the unsound concrete, clean, repair or replace damaged reinforcing steel and thoroughly clean the newly exposed surface.

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

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

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 cleaned at the contractor's expense.

Regardless of the method of removal, the removal operation shall be stopped if it is determined that sound concrete is being removed to a depth greater than required by the plans including any ¼" increments added per the above calibration process.

Appropriate recalibration, or change in equipment and methods shall be performed prior to resuming the removal operation.

- (E) Class II Surface Preparation (Partial Depth): At locations specified on the plans for Class II Surface Preparation, verify the depth of removal achieved by the hydro-demolition. The average depth of removal shall be approximately one-half the deck thickness but not less than $\frac{3}{4}$ " below the top mat of steel. When hydro-demolition did not achieve the Class II Surface Preparation depth requirements, remove by hydro-demolition or chipping with hand tools all existing patches and contaminated concrete to the required depth. No additional payment will be made for Class II Surface Preparation depths achieved by the initial hydro-demolition.

All patches shall be removed under Class II Surface Preparation. If any patch cannot be removed by means of hydro-demolition, the Contractor shall use hand tools to remove the patch. Areas indicated on the plans that require Class II Surface Preparation, including the locations of existing patches, are from the best information available. The Contractor shall verify prior to surface preparation the location of all existing patches.

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 $0.60 \text{ ft}^2/\text{ft}$. length of bridge without overhang support is permitted unless the Engineer directs otherwise. Overhang support is required for areas removed greater than $0.60 \text{ ft}^2/\text{ft}$. length of bridge. Submit details of overhang support to the Engineer for approval prior to beginning the work.

- (F) Class III Surface Preparation (Full Depth): Remove by hydro-demolition or chipping with hand tools the full depth of slab. Dispose of the removed concrete, clean, repair or replace damaged reinforcing steel and thoroughly clean the newly exposed surface. Care shall be taken not to cut, stretch, or damage any exposed reinforcing steel.

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.

- (G) Under Deck Containment: Under deck containment shall be installed where Class III surface preparation occurs. The containment shall be installed prior to hydro-demolition in the areas where full depth removal is required or blow through may occur during the hydro-demolition process.

Submit for approval detailed plans for the under deck containment system. Detail how waste, debris, and wastewater are contained.

(H) Concrete for Full Depth Repair: Fill the Class III surface preparation areas with Class AA, high early strength structural concrete or latex modified concrete in accordance with one of the methods described below:

- (1) Refill full depth areas with Class AA concrete 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 which provides a minimum relief of $\frac{1}{16}$ " and a maximum relief of $\frac{1}{4}$ ".

Verify the Class AA concrete has attained a minimum compressive strength of 2,500 psi using an approved, non-destructive test method. Brush a lean mix of the latex modified concrete to the surface and immediately place the overlay course.

- (2) Refill full depth areas with high early strength concrete as described in the Concrete for Deck Repair and Volumetric Mixer special provisions.
- (3) Refilling full depth areas with latex modified concrete during the Class III repair is permitted if any of the following conditions are met:
 - (a) The reinforcing steel cover is 1½ inches or less for the top mat of steel.
 - (b) The area being repaired is less than 1 yd².
 - (c) The Engineer directs the fill.

(I) Preparation of Reinforcing Steel: Remove concrete without cutting or damaging existing steel unless otherwise noted in the plans. Damaged reinforcing steel, such as bars with nicks deeper than 20% of the bar diameter, shall be repaired or replaced. Reinforcing steel which has a cross section reduced to 75% or less shall be replaced with new reinforcing steel of similar cross section area. Replacement 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 to existing steel with 100% cross sectional area or approved mechanical connectors.

Support and protect the exposed reinforcing steel 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.

Reinforcing steel exposed and cleaned by hydro-demolition will not require additional 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, with a minimum pressure 4,000 psi, prior to placement of the new concrete.

When large areas of the deck on composite bridges are removed resulting in the debonding of the primary 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.

- (J) Safety: Provide a containment system for handling expected and unexpected blow through of the deck. The containment system shall retain runoff water and debris and protect the area under the bridge deck. The Contractor shall be responsible for any injury or damage caused by these operations. The containment system shall remain in place until the concrete has been cast and reach minimum strength.

Provide adequate lighting when performing hydro-demolition activities at night. Submit a lighting plan to the Engineer for approval prior to beginning work.

- (K) Surface Cleaning: Removal of concrete debris shall be accomplished either by hand or mechanical means capable of removing wet debris and water in the same pass and after the hydro-demolition process to prevent debris from setting or adhering to the surface of the 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 set or adhere to the surface of the sound concrete shall be carefully removed at no additional cost. Exercise care to avoid any damage to the remaining sound concrete or exposed reinforcement. Prior to the placement of the overlay, the entire surface shall be cleaned 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.

Any areas modified by chipping or hammering shall be cleaned with high pressure water at 7,500 psi minimum to remove any bond-breaking residue, loose concrete, and any deleterious material. This material shall be collected and disposed of by the contractor.

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 cleaned at the contractor's expense.

MEASUREMENT AND PAYMENT

Scarifying Bridge Deck will be measured and paid for at the contract unit price per square yard and will be full compensation for the milling of existing asphalt wearing surface from the bridge deck or approaches, milling of 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 at the contract unit price per square yard and will be full compensation for hydro-demolition, removal and disposal of unsound and contaminated concrete, cleaning, repairing or replacing of reinforcing steel, and furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work.

Class II Surface Preparation will be measured and paid for at the contract unit price per square yard and will be full compensation for Class II (partial depth) deck preparation where required by the plans and not attained by the initial hydro-demolition of the deck. The cost will also include removal and disposal of unsound and contaminated concrete, removal of all existing

patches, cleaning, repairing or replacing of reinforcing steel, and all materials, labor, tools, equipment and incidentals necessary to complete the work.

Class III Surface Preparation will be measured and paid for at the contract unit price per square yard and will be full compensation for Class III (full depth) deck preparation where required by the plans. The cost will also include removal and disposal of unsound and contaminated concrete, cleaning, repairing or replacing of reinforcing steel, under deck containment, placing and finishing concrete for full depth repair, and for furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work.

Reinforcing Steel that is required for the repairs will be in accordance with Section 425 of the *Standard Specifications*.

Payment will be made under:

Pay Item	Pay Unit
Scarifying Bridge Deck	Square Yard
Hydro-Demolition of Bridge Deck	Square Yard
Class II Surface Preparation	Square Yard
Class III Surface Preparation	Square Yard

LATEX MODIFIED CONCRETE OVERLAY – VERY EARLY STRENGTH (2-11-19)

DESCRIPTION

This special provision addresses the requirements for furnishing and placing an overlay of latex modified concrete - very early strength (LMC-VES) over existing concrete or repair concrete on bridge decks. Perform this work in accordance with this special provision and the applicable parts of the *Standard Specifications*.

QUALITY CONTROL

The Contractor is responsible for scheduling a pre-construction meeting with the Resident Engineer and the Area Bridge Construction Engineer.

Submit a Quality Control Plan to the Engineer for approval which, at a minimum, describes the methods of: storing materials, calibrating mixers, controlling moisture content in the aggregate, maintaining proper mix temperature, retarder usage, curing and curing time, controlling evaporation rate, cleaning and removing excess water.

Prior to beginning work, provide proof of experience of the person in direct responsible charge by submitting a description of jobs similar in size and character that have been completed within the last five (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 LMC-VES overlay Contractor.

Before beginning any work, obtain approval for all equipment to be used for deck preparation, mixing, placing, finishing and curing the LMC-VES.

MATERIALS

For materials, equipment, and proportioning and mixing of modified compositions, see Article 1000-7 of the *Standard Specifications*.

Provide aggregates for use in the LMC-VES that are free from ice, frost, frozen particles or other contaminants when introduced into the mixer.

The *Standard Specifications* shall be revised as follows:

Table 1000-4 – Revise the following:

Cement Content, 658 lb/cy (min.) change to 658 lb/cy (*max.*)

7 day Compressive Strength, 3,000 psi (min.) change to 3 hr. Compressive Strength, 2,500 psi (min.)

1000-7(A), Line 15 – Replace with the following:

Measure the slump after discharge from the mixer.

1000-7(A) – Add the following paragraph to the end of the section:

Submit the LMC-VES mix design, including laboratory compressive strength data for a minimum of six (6) 4-inch by 8-inch cylinders at three (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.

For projects with multiple bridges using the same mix design, or bridge decks with time constraints that require more than one night for placement, a relationship between the compressive strength and rebound hammer readings may be developed and used to estimate the three hour strength for opening to traffic in lieu of compressive strength testing.

For the correct procedure, reference Document: PL11-LMC Rapid Set Overlays. Contact your local M&T representative for a copy of this document or see the following link: <https://connect.ncdot.gov/resources/Materials/MaterialsResources/Rapid%20Set%20Overlays%20Rebound%20Procedure.pdf>. Seven (7) day concrete compressive strength sampling and testing is required in addition to the use of this method.

PREPARATION OF SURFACE

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

Thoroughly soak the clean surface and maintain a wet surface for at least two (2) hours immediately prior to placing the LMC-VES. After soaking the surface for at least two (2) hours, cover it with a layer of white opaque polyethylene film that is at least 4 mils thick. Immediately prior to placing the LMC-VES, remove standing water from the surface using an approved vacuum system.

PLACING AND FINISHING

Prior to placing LMC-VES, install a bulkhead of easily compressible material at expansion joints to the required grade and profile.

Construction joints other than those shown on the plans will not be permitted unless approved by the Engineer. At construction joints, remove 4" of previously placed LMC-VES prior to placing the adjacent latex concrete. Also, for staged construction, 4" of previously poured LMC-VES shall be scarified, hydro-demolitioned and recast with the next stage.

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 to the bottom of the screed and pass it over the area to be repaired to check the thickness. The filler block thickness shall be equal to the design overlay thickness as shown in the plans. Remove all concrete that the block does not clear. Individual aggregates left after hydro-demolition may be allowed to project above the base of the filler block. Remove aggregate that does not provide a 1" clear cover to the top of the overlay.

Brush a latex cement mixture onto all vertical surfaces 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: For surfaces not prepared with hydro-demolition brush the lean latex mixture over horizontal and vertical surfaces).

Do not place the LMC-VES until the burlap is saturated and approved by the Engineer. Drain excess water from the wet burlap before placement.

Place the LMC-VES in one operation. Provide a minimum overlay thickness as shown in the plans.

Once LMC-VES placement begins a single layer of wet burlap shall be placed five (5) feet behind the screed's burlap drag. In the event of a delay of ten (10) minutes or more, temporarily cover all exposed latex concrete with wet burlap and white opaque polyethylene.

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 second layer of clean, wet burlap as soon as the surface will support it without deformation. Wet cure only the surface for a minimum of three (3) hours and until a compressive strength of 2,500 psi is reached. Curing material shall be continually saturated during the wet cure period using a fogging system approved by the Engineer. The Engineer may require an increase in the minimum cure time when the overlay thickness is greater than 1.5 inches or the ambient temperature remains below 60°F.

Screed rails or construction dams shall be separated from the newly placed concrete by passing a pointing trowel along the face of the formwork and the newly placed concrete. Carefully make this trowel cut for the entire depth and length of rails or dams after the LMC-VES has sufficiently stiffened and cannot flow back.

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 deck areas which deviate from a plane surface by more than 1/8" in 10'. Remove all high areas in the hardened surface in excess of 1/8" in 10' with an approved grinding or cutting machine. Additionally, the final LMC-VES deck surface shall not deviate from the line and elevation indicated on the plans by more than 0.3" over any 50' length. 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 as required by the Engineer. If approved by the Engineer, correct low areas in an acceptable manner.

Unless otherwise indicated on the plans, groove the bridge floor in accordance with Subarticle 420-14(B) of the *Standard Specifications*. Vehicular traffic may travel across a deck surface that has not been grooved; however, the entire deck area shall be grooved after the LMC-VES achieves design strength and no later than seven (7) days after completion of the overlay unless otherwise approved by the Engineer.

LIMITATIONS OF OPERATIONS

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

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

Do not place LMC-VES if the temperature of the concrete surface on which the overlay is to be placed is below 50°F or above 85°F. Measure the surface temperature by placing a thermometer under the insulation against the surface.

Prior to placing LMC-VES, the air temperature, wind speed, and the evaporation rate shall be determined by the Contractor and verified by the Engineer. Do not place LMC-VES if the ambient air temperature is below 50°F or above 85°F, or if the wind velocity is greater than 10 mph.

Do not place LMC-VES when the temperature of the LMC-VES is below 45°F or above 85°F.

It is the Contractor's responsibility to ensure that the rate of evaporation of surface moisture from the LMC-VES does not exceed 0.05 pounds per square foot per hour until the overlay has

achieved the specified compressive strength. The evaporation rate is calculated using the following formula:

$$E = (T_c^{2.5} - r * T_a^{2.5}) * (1 + 0.4V) * (10^{-6})$$

where,

E = Evaporation Rate,

T_c = Concrete Temp (°F),

r = Relative Humidity (%/100)

T_a = Air Temp (°F),

V = Wind Velocity (mph)

The Contractor shall determine the evaporation rate prior to placement. Additionally, the Contractor shall determine the predicted evaporation rate from the beginning of the placement until the expected time of achieving the required compressive strength. If the calculated evaporation rate during that time exceeds or is predicted to exceed 0.05 pounds per square foot per hour, the Contractor may propose engineered controls of the parameters (temperature, relative humidity, wind velocity) to reduce the evaporation rate. The evaporation rate shall be recalculated, with the appropriate parameters, after the proposed control measures are in place. The recalculated evaporation rate shall be 0.05 pounds per square foot per hour or less, prior to placement, and must stay below 0.05 pounds per square foot per hour until the specified compressive strength is achieved.

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

If working at night, provide approved lighting.

MEASUREMENT AND PAYMENT

Latex Modified Concrete Overlay– Very Early Strength will be measured and paid for in cubic yards of LMC-VES satisfactorily placed on the completed deck.

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

Grooving Bridge Floors will be measured and paid in accordance with Article 420-21 of the *Standard Specifications*.

Payment will be made under:

Pay Item	Pay Unit
Latex Modified Concrete Overlay – Very Early Strength	Cubic Yard
Placing & Finishing of Latex Modified Concrete Overlay – Very Early Strength	Square Yard
Grooving Bridge Floors	Square Feet

CONCRETE DECK REPAIR FOR SILANE DECK TREATMENT (SPECIAL)

GENERAL

This special provision addresses concrete deck repairs prior to placing silane deck treatment. Work shall begin within 60 days of notification. After surface preparation, the Engineer sounds the deck using a chain drag or other acceptable means and marks areas to be repaired.

MATERIALS

Concrete deck repair material shall be epoxy-based material listed as a Type 2 epoxy resin system on the NCDOT Approved Product List (APL) and approved by the silane deck treatment manufacturer for use with the proposed silane deck treatment system. Concrete deck repair material shall attain a minimum compressive strength of 4,500 psi within 3 hours. Proportioning, aggregates, mixing, and curing of the epoxy-based repair material shall follow all manufacturer's requirements.

Materials containing cement mortar may be acceptable; however, a 28 day curing period will be required before placing the silane deck treatment. The curing period may be adjusted if approved by the silane manufacturer and the Engineer. If repair materials containing cement mortar are proposed, they shall meet the following requirements:

Furnish Department approved pre-packaged concrete or bulk concrete materials in a mix proportioned to satisfy provisions for Class AA Concrete detailed in Article 1000-4 of the *Standard Specifications* or as otherwise noted in the Concrete for Deck Repair special provision.

CLASS II SURFACE PREPARATION (PARTIAL DEPTH)

Saw cut a perimeter surrounding the repair to a depth not less than 1 inch and remove all loose, unsound and contaminated material by chipping with hand tools to an average depth of approximately one-half the deck thickness, but no less 3/4" below the top mat of steel. Clean, repair, or replace rusted or loose reinforcing steel. Care shall be taken not to cut, stretch, or damage any exposed reinforcing steel. Thoroughly clean the newly exposed surface. Use a bonding agent in accordance with the manufacturer's recommendations.

PLACEMENT AND FINISHING

Place concrete for deck repair at locations indicated on the plans that have been properly prepared as required in the subsection "Class II Surface Preparation (Partial Depth)" unless

otherwise required by the repair material manufacturer or allowed by the Engineer, place, consolidate, finish, and cure concrete deck repair material in accordance with Section 420 of the *Standard Specifications*. For small deck areas (less than 16 sq. ft.) finish surface by tining to a depth of 1/4" in a pattern similar to the existing grooving pattern.

MEASUREMENT & PAYMENT

Concrete Deck Repair for Silane Deck Treatment will be measured and paid for at the contract unit price per square feet for the appropriate areas repaired. The price shall include materials, labor, equipment, tools and any incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Concrete Deck Repair for Silane Deck Treatment	Square Feet

VOLUMETRIC MIXER

(12-18-12)

DESCRIPTION

This provision addresses the requirements for batching deck repair concrete at the point of delivery using a Mobile High Performance Volume Mixer (MHPVM). Work shall be in accordance with the general requirements of Section 1000-12 of the *Standard Specifications* and as amended by these provisions.

MATERIALS

Produce high early strength concrete with MHPVM equipment. Furnish project site storage facilities that will provide protection of materials in accordance with the *Standard Specifications* and all material suppliers' recommendations.

EQUIPMENT

MHPVM devices shall have prominently displayed stamped metal plate(s) from the Volumetric Mixers Manufacturers Bureau stating that the equipment conforms to the requirements of ASTM C685.

Hydraulic cement concrete shall be mixed at the point of delivery by a combination of materials and mixer unit conforming to the following:

- 1.) The unit shall be equipped with calibrated proportioning devices for each ingredient added to the concrete mix. The unit shall be equipped with a working recording meter that is visible at all times and furnishes a ticket printout with the calibrated measurement of the mix being produced. If at any time the mixer fails to discharge a uniform mix, production of concrete shall be suspended until such time that problems are corrected.
- 2.) Each unit shall have prominently displayed stamped metal plate(s) attached by the manufacturer on which the following are plainly marked: the gross volume of the transportation unit in terms of mixed concrete, the discharge speed and the mass calibrated constant of the machine in terms of volume.

- 3.) MHPVMs shall be calibrated by a Department approved testing agency in accordance with the manufacturer's recommendations at an interval of every 6 months or a maximum production of 2500 cubic yards, whichever comes first prior to use on the project. The yield shall be maintained within a tolerance of +/- 1% and verified using a minimum 2 cubic feet container every 500 cubic yards or a minimum of once per week.
- 4.) The three cubic feet initially discharged from the truck shall be discarded and not used for concrete placement. Acceptance of the concrete shall comply with the Standard Specifications except that the sample secured for acceptance testing will be taken after four cubic feet is discharged from the delivery vehicle. During discharge, the consistency as determined by ASTM C143 on representative samples taken from the mixer discharge at random intervals shall not vary by more than 1 inch. Acceptance tests shall be performed on each load. If test data demonstrates that acceptable consistency of concrete properties is being achieved, the Engineer may reduce testing requirements.
- 5.) MHPVM equipment shall be operated by a person who is a certified operator by the equipment manufacturer. Any equipment adjustments made during the on-site production of concrete shall be done under the direct on-site supervision of the producer's NCDOT Certified Concrete Batch Technician.

UNIFORMITY AND ACCEPTANCE

The contractor is responsible for providing a Certified Concrete Plant Technician during batching operations, and a Certified Concrete Field Technician during placing operations

MEASUREMENT AND PAYMENT

Volumetric Mixer will be paid for as lump sum and will be full compensation for furnishing the certified MHPVM devices and calibration of the equipment.

Pay Item	Pay Unit
Volumetric Mixer	Lump Sum

FOAM JOINT SEALS FOR PRESERVATION

(SPECIAL)

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 $\frac{1}{8}$ " \pm wide by $\frac{1}{8}$ " \pm deep and spaced between $\frac{1}{4}$ " and $\frac{1}{2}$ " apart along the bond surface running the length of the joint. Use seals with a depth that meets the manufacturer's recommendation, but is not less than 70% of the uncompressed width. Provide a

seal designed so that, when compressed, the center portion of the top does not extend upward above the original height of the seal by more than 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, 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 Resistance	ASTM D624 (D3575, Suffix G)	14 – 20 pli
Density	ASTM D3575, 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	3,000 psi (min.)
Compressive strength	ASTM D695	7,000 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	2,000 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.

SAWING THE JOINT

The concrete at the face of the joint (elastomeric concrete, polyester polymer concrete, Portland cement concrete, etc.) shall have sufficient time to cure such that no damage can occur to the concrete prior to sawing to the final width and depth as specified in the plans.

When sawing the joint to receive the foam seal, always use a rigid guide to control the saw in the desired direction. To control the saw and to produce a straight line as indicated on the plans,

anchor and positively connect a template or a track to the bridge deck. Do not saw the joint by visual means such as a chalk line. Fill the holes used for holding the template or track to the deck with an approved flowable, non-shrink, non-metallic grout.

Saw cut to the desired width and depth in one (1) or two (2) passes of the saw by placing and spacing two (2) 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

The elastomeric concrete or polyester polymer concrete at the joint shall cure a minimum of 24 hours prior to seal installation. Portland cement concrete at the joint shall cure following the special provisions.

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, at no cost to the Department.

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 joint 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 ensure 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. Stir each epoxy bonding agent component independently, using separate stirring rods for each component to prevent premature curing of the bonding agent. Pour the two (2) 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 joint concrete, as well as both sides of the joint seal, making certain to fill completely 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.

(A) Watertight Integrity Test

- (1) Upon completion of each foam seal expansion joint, perform a water test on the top surface to detect any leakage. Cover the roadway section of the joint from curb to curb, or barrier rail to barrier rail, with water, either ponded or flowing, not less than 1 inch above the roadway surface at all points. Block sidewalk sections and secure an unnozzled water hose delivering approximately 1 gallon of water per minute to the inside face of the bridge railing, trained in a downward position about six (6) inches above the sidewalk, such that there is continuous flow of water across the sidewalk and down the curb face of the joint.
- (2) Maintain the ponding or flowing of water on the roadway and continuous flow across sidewalks and curbs for a period of five (5) hours. At the conclusion of the test, the underside of the joint is closely examined for leakage. The foam seal expansion joint is considered watertight if no obvious wetness is visible on the Engineer’s finger after touching a number of underdeck areas. Damp concrete that does not impart wetness to the finger is not considered a sign of leakage.
- (3) If the joint system leaks, locate the place(s) of leakage and take any repair measures necessary to stop the leakage at no additional cost to the Department. Use repair

measures recommended by the manufacturer and approved by the Engineer prior to beginning corrective work.

- (4) If measures to eliminate leakage are taken, perform a subsequent water integrity test subject to the same conditions as the original test. Subsequent tests carry the same responsibility as the original test and are performed at no additional cost to the Department.

Do not place pavement markings on top of foam joint seals.

BASIS OF PAYMENT

Foam Joint Seals for Preservation will be measured and paid for at the contract unit price bid per linear foot and will be full compensation for furnishing all material, labor, tools, and equipment necessary for installing these seals in place and accepted.

Pay Item

Foam Joint Seals for Preservation

Pay Unit

Linear Feet

POURABLE SILICONE JOINT SEALANT

(SPECIAL)

SEALS

Provide and install a low modulus silicone sealant (non-sag or self-leveling) and backer rod which conforms to the *Standard Specifications* (Subsections 1028-3 and 1028-4, respectively) and this special provision. Use silicone approved for use on joint openings as indicated on project plans and provide a seal with a working range of minimum 50% compression and extension. Silicone joint seal product shall be designated as approved for use on the NCDOT Approved Products List. If non-sag and self-leveling sealants are to be in contact with each other, they shall be from the same manufacturer and shall be compatible for such use.

SAWING THE JOINT

Joint concrete material or joint concrete header material shall have sufficient time to cure such that no damage can occur to the concrete prior to sawing to the final width and depth as specified in the plans.

When sawing the joint to receive the 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 (2) passes of the saw by placing and spacing two (2) metal blades on the saw shaft to the desired width for the joint opening.

The desired depth is the depth of the seal plus $\frac{1}{4}$ " above the top of the seal plus approximately 1" below the bottom of the seal. An irregular bottom of sawed joint is permitted as indicated on the plans. Grind exposed corners on saw cut edges to a $\frac{1}{4}$ " 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 FORMED OR SAWED JOINT FOR SEAL INSTALLATION

Joint concrete material or joint concrete header material shall cure a minimum of 24 hours prior to seal installation.

After forming or sawing the joint, the Engineer will thoroughly inspect the joint opening for spalls, popouts, cracks, etc. All necessary repairs will be made by the Contractor prior to blast cleaning and installing the seal, at no cost to the Department.

Clean the joints by sandblasting 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 polyester polymer 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.

Apply recommended primer in accordance with the manufacturer's recommendations. Uniformly coat the entire surface. Over application may affect adhesion. Allow to thoroughly dry before installing backer rod and sealant.

Install a circular backer rod that is a minimum 25 percent oversized into the joint approximately 1 in. below the surface. The backer rod shall be sized according to the manufacturer's recommendation for the size of the joint to be sealed as measured by the Contractor. If two (2) pieces must be joined, abut the two (2) ends and tape them together to prevent sealant run down. The backer rod may be installed by hand, but roller device shall be used to insure a consistent, uniform placement at the proper depth below the top surface.

Install the backer rod and silicone sealant in the blast-cleaned opening on the same day the surface is blast cleaned.

SEAL INSTALLATION

Install the silicone joint sealant(s) as indicated on the plans, in accordance with 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, to provide guidance for the proper installation of the silicone joint sealant(s).

The sealant must be recessed a minimum ½ in. below the pavement surface to prevent traffic abrasion or snow plow damage.

After a joint has been sealed, remove excess joint sealer on the pavement or bridge deck concrete as soon as possible.

The installed system shall be watertight and will be monitored until final inspection and approval.

Do not place pavement markings on top of pourable joint seals.

(B) Watertight Integrity Test

- (1) Upon completion of each strip seal expansion joint, perform a water test on the top surface to detect any leakage. Cover the roadway section of the joint from curb to curb, or barrier rail to barrier rail, with water, either ponded or flowing, not less than 1 inch above the roadway surface at all points. Block sidewalk sections and secure an unnozzled water hose delivering approximately 1 gallon of water per minute to the inside face of the bridge railing, trained in a downward position about six (6) inches above the sidewalk, such that there is continuous flow of water across the sidewalk and down the curb face of the joint.
- (2) Maintain the ponding or flowing of water on the roadway and continuous flow across sidewalks and curbs for a period of five (5) hours. At the conclusion of the test, the underside of the joint is closely examined for leakage. The strip seal expansion joint is considered watertight if no obvious wetness is visible on the Engineer's finger after touching a number of underdeck areas. Damp concrete that does not impart wetness to the finger is not considered a sign of leakage.
- (3) If the joint system leaks, locate the place(s) of leakage and take any repair measures necessary to stop the leakage at no additional cost to the Department. Use repair measures recommended by the manufacturer and approved by the Engineer prior to beginning corrective work.
- (4) If measures to eliminate leakage are taken, perform a subsequent water integrity test subject to the same conditions as the original test. Subsequent tests carry the same responsibility as the original test and are performed at no additional cost to the Department.

BASIS OF PAYMENT

Pourable Silicone Joint Sealant will be measured and paid for at the contract unit price bid per linear foot and will be full compensation for furnishing all material, including backer rod, labor, tools, and equipment necessary for installing these seals in place and accepted.

Pay Item**Pay Unit**

Pourable Silicone Joint Sealant

Linear Feet

ELASTOMERIC CONCRETE FOR PRESERVATION**(2-11-19)****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.

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 C882 (C882M)	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.

PREQUALIFICATION

Manufacturers of elastomeric concrete materials shall submit samples (including aggregate, primer and binder materials) and a Type 3 certification in accordance with Article 106-3 of the *Standard Specifications* for prequalification to:

North Carolina Department of Transportation
Materials and Tests Unit
1801 Blue Ridge Road
Raleigh, NC 27607

Prequalification will be determined for the system. Individual components will not be evaluated, nor will individual components of previously evaluated systems be deemed prequalified for use.

The submitted binder (a minimum volume of 1 gallon) and corresponding aggregate samples will be evaluated for compliance with the Materials requirements specified above. Systems satisfying all of the Materials requirements will be prequalified for a one (1) 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.

INSTALLATION

The elastomeric concrete shall not be placed until the reinforced concrete deck slab or overlay has cured for seven (7) full days and reached a minimum strength of 3,000 psi.

Provide a manufacturer's representative at the bridge site during the installation of the elastomeric concrete to ensure that all steps being performed comply with all manufacturer installation requirements including, but not limited to: weather conditions (ambient temperature, relative humidity, precipitation, wind, etc.), concrete deck surface preparation, binder and aggregate mixing, primer application, elastomeric concrete placement, curing conditions and minimum curing time before joint exposure to traffic. Do not place elastomeric concrete if the ambient air or surface temperature is below 45°F.

Prepare the concrete surface within 48 hours prior to placing the elastomeric concrete. Before placing the elastomeric concrete, all concrete surfaces shall be thoroughly cleaned and dry. Sandblast the concrete surface in the block-out and clear the surface of all loose debris. Do not place the elastomeric concrete until the surface preparation is completed and approved.

Prepare and apply a primer, as per manufacturer's recommendations, to all concrete faces to be in contact with elastomeric concrete, and to areas specified by the manufacturer.

Prepare, batch, and place the elastomeric concrete in accordance with the manufacturer's instructions. Place the elastomeric concrete in the areas specified on the plans while the primer is still tacky and within two (2) hours after applying the primer. Trowel the elastomeric concrete to a smooth finish.

The joint opening in the elastomeric concrete shall match the formed opening in the concrete deck prior to sawing the joint.

FIELD SAMPLING

Provide additional production material to allow freshly mixed elastomeric concrete to be sampled for acceptance. A minimum of six (6) 2-inch cube molds and three (3) 3-inch diameter x 6-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.

BASIS OF PAYMENT

Elastomeric Concrete for Preservation will be measured and paid for at the contract unit price bid per cubic foot and will be full compensation for material, labor, tools, and equipment necessary for satisfactorily installing the elastomeric concrete in place.

Pay Item	Pay Unit
Elastomeric Concrete for Preservation	Cubic Feet

SHOTCRETE REPAIRS

(2-11-19)

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 structural 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**(A) 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 five (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.

(B) 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 1/2" in depth around the repair area at right angles to the concrete surface. Remove all deteriorated concrete 1 inch below the reinforcing steel 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.

Abrasive blast all exposed concrete surfaces and existing reinforcing steel in repair areas to remove all debris, loose concrete, loose mortar, rust, scale, etc. 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 stainless welded 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 1 1/2 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 five (5) calendar days. If the time allowance exceeds (5) calendar 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 three (3) calendar 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 three (3) to four (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 two (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 (7) calendar 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 seven (7) calendar days, core three (3) 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 two (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.

MEASUREMENT AND PAYMENT

Shotcrete Repairs will be measured and paid for at the contract unit price bid per cubic foot and will be full compensation for removal, containment and disposal off-site of unsound concrete including the cost of materials, labor, tools, equipment and incidentals necessary to complete the repair work. Depth will be measured from the original outside concrete face. The Contractor and Engineer will measure quantities after removal of unsound concrete and before application of repair material. Payment will also include the cost of sandblasting, surface cleaning and preparation, cleaning of reinforcing steel, placement of new steel, cost of temporary work platform, testing for soundness, curing of shotcrete and taking core samples from the test panels and substructure units.

Payment will be made under:

Pay Item

Shotcrete Repairs

Pay Unit

Cubic Feet

CONCRETE REPAIRS**(2-11-19)****DESCRIPTION**

Work includes removal of concrete in spalled, delaminated and/or cracked areas of the existing bent caps, bent columns, underside of bridge decks, deck slabs, girders, and bridge rails in reasonably close conformity with the lines, depth, and details shown on the plans, described herein and as established by the Engineer. This work also includes straightening, cleaning, and replacement of reinforcing steel, doweling new reinforcing steel, removing all loose materials, removing and disposing of debris, formwork, applying repair material, and protecting adjacent areas of the bridge and environment from material leakage. The repair material shall be one of the materials described in this Special Provision, unless otherwise noted in the plans or special provisions.

The location and extent of repairs shown on the plans described herein 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. The Contractor shall coordinate removal operations with the Engineer. No more than 30% of a round or square column or 30% of the bearing area under a beam shall be removed without a temporary support system and approval from the Engineer.

Repair, to the Engineer's satisfaction, any portion of the structure that is damaged from construction operations. No extra payment is provided for these repairs.

SURFACE PREPARATION

Adhere to the following surface preparation requirements or the repair material manufacturer's requirements, whichever is more stringent.

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 concrete removal, introduce a shallow saw cut, 1/2" in depth, around the repair area at right angles to the concrete surface. Sawcut should be located a minimum 2" beyond the perimeter of the deteriorated concrete area to be repaired. Remove all concrete within the sawcut to a minimum depth of 1/2". If concrete removal exposes reinforcing steel, remove all deteriorated concrete 1" below the reinforcing steel 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" below 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. After blasting, 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. This might require additional removal of concrete, in order to achieve an appropriate splice length of the reinforcing steel.

Thoroughly clean the repair area of all dirt, grease, oil, or foreign matter, and remove all loose or weakened material by abrasive blasting before applying concrete repair material. Acid etch with 15% hydrochloric acid, only if approved by the Engineer. Follow acid etching by scrubbing and flushing with copious amounts of clean water. Check the cleaning using moist pH paper. Water cleaning is complete when the paper reads ten (10) or higher.

Follow all abrasive blasting with vacuum cleaning.

The time between removal of deteriorated concrete and applying concrete repair material shall not exceed 72 hours. If the time allowance exceeds 72 hours, prepare the surface at the direction of the Engineer before applying concrete repair material.

APPLICATION AND SURFACE FINISH

Apply repair material to damp surfaces only when allowed by repair material recommendations and approved by the Engineer. Prepare damp surfaces in accordance with the *Standard Specifications* and/ or repair material manufacturer's recommendations. Use a blowpipe to facilitate removal of free surface water. Only oil-free compressed air is to be used in the blowpipe.

When surface preparation is completed, mix and apply repair material in accordance with the *Standard Specifications* and/ or repair material manufacturer's recommendations.

Use aggregate that is washed, kiln-dried, and bagged. Maximum size of aggregate shall not exceed 2/3 of the minimum depth of the repair area, or 3/4 of the depth of excavation behind the reinforcing steel, whichever is smaller.

Unless otherwise required by the repair material manufacturer, apply bonding agent to all repair areas immediately prior to placing repair material.

Repair areas shall be formed unless otherwise approved by the Engineer. Form and finish all repaired areas, including chamfered edges, as close as practicable to their original "As Built" dimensions and configuration. After applying the repair material, remove excessive material and provide a smooth, flush surface, unless directed otherwise.

Cure finished Class A concrete repair material by maintaining 95% relative humidity at the repair and surrounding areas by fogging, moist curing, or other approved means for seven (7) days. Cure polymer modified concrete repair material in accordance with manufacturer's recommendations.

REPAIR MATERIAL OPTIONS**(A) Polymer Modified Concrete Repair Material**

Repair material shall be polymer modified cement mortar for vertical or overhead applications and shall be suitable for applications in marine environments. Material shall be approved for use by NCDOT. Submit repair material to the Engineer for review and approval prior to beginning the work. Color of repair material shall be concrete gray.

(B) Class A Concrete Repair Material

Repair material shall be Class A Portland Cement Concrete as described in Article 1000-4 of the *Standard Specifications*.

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.

MEASUREMENT AND PAYMENT

Concrete Repairs will be measured and paid for at the contract unit price bid per cubic foot and will be full compensation for removal, containment and disposal off-site of unsound concrete including the cost of materials, reinforcing steel, labor, tools, equipment and incidentals necessary to complete the repair work. Depth will be measured from the original outside concrete face. The Contractor and Engineer will measure quantities after removal of unsound concrete and before application of repair material. Payment will also include the cost of abrasive blasting, surface cleaning and preparation, blast cleaning of reinforcing steel, placement of new reinforcing steel, cost of temporary work platform, testing of the soundness of the exposed concrete surface, furnishing and installation of repair mortar material, curing and sampling of concrete, and protection/cleaning of adjacent areas from splatter or leakage.

Reinforcing Steel that is required for the repairs will be in accordance with Section 425 of the *Standard Specifications*.

Payment will be made under:

Pay Item	Pay Unit
Concrete Repairs	Cubic Feet

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. Screenshot Wheel Weight, (lbs.)	Bracket Min. Vertical Leg Extension, (inches)
II	36	39	14	2000	26
III	45	42	14	2000	35
IV	54	45	14	2000	44
MBT	63	51	12	2000	50
MBT	72	55	12	1700	48

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

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

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

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

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

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

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

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

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

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

1. Wind Loads

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

Table 2.2 - Wind Pressure Values

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

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.

2.0 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.

3.0 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.

4.0 METHOD OF MEASUREMENT

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

5.0 BASIS OF PAYMENT

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

SUBMITTAL OF WORKING DRAWINGS**(1-29-21)****6.0 GENERAL**

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

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

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

7.0 ADDRESSES AND CONTACTS

For submittals to the Structures Management Unit, use the following addresses:

Via US mail:

Mr. B. C. Hanks, P. E.
State Structures Engineer
North Carolina Department
of Transportation
Structures Management Unit
1581 Mail Service Center
Raleigh, NC 27699-1581

Attention: Mr. J. L. Bolden, P. E.

Via other delivery service:

Mr. B. C. Hanks, P. E.
State Structures Engineer
North Carolina Department
of Transportation
Structures Management Unit
1000 Birch Ridge Drive
Raleigh, NC 27610

Attention: Mr. J. L. Bolden, P. E.

Submittals may also be made via email.

Send submittals to:

jlbolden@ncdot.gov (James Bolden)

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

eomile@ncdot.gov (Emmanuel Omile)

mrorie@ncdot.gov (Madonna Rorie)

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

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

Via US mail:

Mr. David Hering, L. G., 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. David Hering, L. G., 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

Via Email: EastGeotechnicalSubmittal@ncdot.gov

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

Via US mail or other delivery service:

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

Via Email: WestGeotechnicalSubmittal@ncdot.gov

The status of the review of structure-related submittals sent to the Structures Management Unit can be viewed from the Unit’s website, via the “Drawing Submittal Status” link.

The status of the review of geotechnical-related submittals sent to the Geotechnical Engineering Unit can be viewed from the Unit’s website, via the “Geotechnical Construction Submittals” link.

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

Primary Structures Contact:

(919) 707 – 6408

James Bolden

(919)

250 – 4082 facsimile

jlbolden@ncdot.gov

Secondary Structures Contacts: Emmanuel Omile (919) 707 –
6451

6508 Madonna Rorie (919) 707 –

Eastern Regional Geotechnical Contact (Divisions 1-7):
662 – 4710 David Hering (919)

dthering@ncdot.gov

Western Regional Geotechnical Contact (Divisions 8-14):
8902 Eric Williams (704) 455 –

ewilliams3@ncdot.gov

8.0 SUBMITTAL COPIES

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

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

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

STRUCTURE SUBMITTALS

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

Project 15BPR.51	BP-44	Gaston & Mecklenburg Counties	
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
Disc Bearings ⁴	8	0	“Disc Bearings”
Overhead and Digital Message Signs (DMS) (metalwork and foundations)	13	0	Applicable Provisions
Placement of Equipment on Structures (cranes, etc.)	7	0	Article 420-20
Precast Concrete Box Culverts	2, then 1 reproducible	0	“Optional Precast Reinforced Concrete Box Culvert at Station ____”

Project 15BPR.51	BP-45		Gaston & Mecklenburg Counties
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 Article 400-3 & “Construction, Maintenance and Removal of Temporary Structure at Station _____”
Temporary Detour Structures	10	2	Article 1072-8
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 Structures Management 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 Structures Management Unit	Contract Reference Requiring Submittal ¹
Drilled Pier Construction Plans ²	1	0	Subarticle 411-3(A)
Crosshole Sonic Logging (CSL) Reports ²	1	0	Subarticle 411-5(A)(2)
Pile Driving Equipment Data Forms ^{2,3}	1	0	Subarticle 450-3(D)(2)
Pile Driving Analyzer (PDA) Reports ²	1	0	Subarticle 450-3(F)(3)
Retaining Walls ⁴	1 drawings, 1 calculations	2 drawings	Applicable Provisions
Temporary Shoring ⁴	1 drawings, 1 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 Engineer. Submit a second copy of submittal electronically (PDF via email), 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:
https://connect.ncdot.gov/resources/Geological/Pages/Geotech_Forms_Details.aspx
See second page of form for submittal instructions.
4. Electronic copy of submittal is required. See referenced provision.

CRANE SAFETY**(6-20-19)**

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 (OSHA) regulations.

Submit all items listed below to the Engineer prior to beginning crane operations. 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: Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) or the National Center for Construction Education and Research (NCCER). Other approved nationally accredited programs will be considered upon request. In addition, crane operators shall have a current CDL medical card. Submit a list of crane operator(s) and include current certification for each type of crane operated (small hydraulic, large hydraulic, small lattice, large lattice) and medical evaluations for each operator.

EPOXY COATING AND DEBRIS REMOVAL**(SPECIAL)****GENERAL**

This work applies to all bents and end bents of all bridges throughout the project as noted in the plans. Pressure wash, clean and epoxy coat top of the all bent and end bent caps under open joints and at the expansion joints of steel girder spans after painting of all girders is concluded.

Debris removal from the top of bent caps shall be incidental to epoxy coating the top of bent caps.

Use a Type 4A flexible and moisture insensitive epoxy coating in accordance with Section 1081 of the *Standard Specifications*. Provide a Type 3 material certification in accordance with Article 106-3 showing the proposed epoxy meets Type 4A requirements.

SURFACES

Apply the epoxy protective coating to the top surface area, including chamfer area of bent caps under open joints and expansion joints of the steel girder spans, excluding areas under elastomeric bearings.

Thoroughly clean all dust, dirt, grease, oil, laitance and other objectionable material from the concrete surfaces to be coated. Air blast all surfaces immediately before applying the protective coating.

Use only cleaning agents preapproved by the Engineer.

APPLICATION

Apply epoxy protective coating only when the air temperature is at least 40°F and rising, but less than 95°F and the surface temperature of the area to be coated is at least 40°F. Remove any excess or free-standing water from the surfaces before applying the coating. Apply one coat of epoxy protective coating at a rate such that it covers between 100 and 200 sf/gal.

Under certain combinations of circumstances, the cured epoxy protective coating may develop an oily condition on the surface due to amine blush. This condition is not detrimental to the applied system.

Apply the coating so the entire designated surface of the concrete is covered and all pores are filled. To provide a uniform appearance, use the exact same material on all visible surfaces.

BASIS OF PAYMENT

Epoxy Coating will be measured and paid for by the contract unit price per square foot and shall be full compensation for furnishing all material, labor, tools and equipment necessary for cleaning and coating the tops of bent caps. Debris removal from the top of bent caps shall be incidental to epoxy coating the top of bent caps.

Pay Item

Pay Unit

Epoxy Coating

Square Feet

SILANE DECK TREATMENT**(SPECIAL)****DESCRIPTION**

This work consists of preparation of concrete bridge deck surfaces and the furnishing and application of alkylalkoxysilane (silane) penetrant sealers, with 100% solids, to seal bridge deck surfaces and cracks. Prepare the surface of the concrete deck and apply the silane bridge deck sealer in accordance with this special provision and as indicated on the plans, or as approved by the Engineer.

Work includes: bridge deck surface preparation, placement of silane deck sealer, and any incidentals necessary to complete the project, as specified or as indicated on the plans.

SUBMITTALS

Submit for approval the following requested items and any other relevant documents:

- (A) A safety data sheet (SDS) for each shipment of the silane materials.
- (B) Silane material information and manufacturer's written preparation and application instructions.
- (C) Certification from an independent testing laboratory that the materials meet the requirements of these provisions. Do not incorporate these materials into the project until the Engineer has accepted and approved the certification for the material.
- (D) The dates of manufacture of the silane materials, their lot numbers and date of shelf-life expiration for each lot number.
- (E) A table indicating the likely cure time, in minutes, to allow vehicular traffic on the silane-treated deck surface. Provide time for the allowable ambient temperature range, in increments of 10° F (6° C).
- (F) A work plan for each structure that includes estimated times for surface preparation and silane application.

MATERIAL DELIVERY AND STORAGE

Store at the site sufficient quantities of silane materials to perform the entire application.

Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact. Ensure that each container is clearly marked by the manufacturer with the following information:

- (A) Manufacturer's name and address.
- (B) Product name.
- (C) Date of manufacture.
- (D) Expiration date.
- (E) Lot identification number.
- (F) Container serial number.

Provide the Engineer a certification from the manufacturer, confirming that the silane materials meet the requirements of this special provision. Do not incorporate these materials into the project until the Engineer has accepted and approved the certification for the material. Submit

such certification for each lot of material delivered to the project. In each certification, identify the serial or lot numbers of the containers certified.

The Engineer may require samples from each lot or container of materials delivered to the project or from containers at the point of use. When samples are required, furnish samples in accordance with the Engineer's instructions.

Store silane materials in unopened containers in a clean, dry area between 40° F and 90° F. Store containers in a manner that prevents leakage or spillage.

MANUFACTURER'S REPRESENTATIVE

Provide a manufacturer's representative on site for the duration of the surface preparation and silane application work, to provide expert assistance on surface preparation, storage, mixing, application, clean-up, and disposal of materials.

MATERIALS

Provide silane from a single manufacturer, and provide silane that conforms to requirements indicated in Table 1, below.

Table 1
SILANE PROPERTIES

Property	Test Method	Requirement
Silane Content		100%
VOC content	EPA method 24	Less than 350 g/l
Surface Appearance after Application		Unchanged
Flash Point	ASTM D3278	140° F, minimum
Resistance to Chloride Ion Penetration	AASHTO T259 and T260	Less than: 0.52 pounds/yd ³ (criteria of 1.5) at 1/2 inch level; 0.00 pounds/yd ³ (criteria of 0.75) at 1 inch level
Water absorption test	ASTM C 642	0.50% maximum/48 hours; 1.5% maximum/50 days
Scaling resistance	ASTM C 672	(non-air-entrained concrete) 0 rating "No Scaling" (100 cycles)
NCHRP 244		
Water weight gain	Series II - cube test	85% reduction, minimum
Absorbed chloride		87% reduction, minimum
Absorbed chloride	Series IV - Southern climate	95% reduction, minimum

SURFACE PREPARATION

Prepare the surface of the concrete deck for application of the silane by shotblasting in order to remove all existing grease, slurry, oils, paint, dirt, striping, curing compound, rust, membrane, weak surface mortar, or any other contaminants that could interfere with the proper adhesion, penetration, and the curing of the silane material.

Prepare a final surface that adheres to the following requirements:

- (A) For areas to receive deck seal treatment, clean by shotblasting. Where approved by the Engineer, abrasive sandblasting may be used in areas that cannot be accessed by the shotblaster. Select the size of shot or sand, and travel speed of the equipment to provide a uniformly clean surface with a uniform profile. Remove striping to the maximum extent determined to be practical by the Engineer using up to three passes with shotblasting, sandblasting, or other approved equipment. Do not expose cleaned surfaces to vehicular traffic unless approved by the Engineer. If the deck becomes contaminated before placing the silane deck sealer, shotblast or abrasive sandblast the contaminated areas to the satisfaction of the Engineer, at no additional cost.
- (B) Prior to silane application, protect cracks on the concrete bridge deck from materials that can interfere with the penetration and the curing of the silane material. Just prior to placement of the silane, remove, by magnets and oil-free compressed air and vacuuming, any loose particles, such that no excess particles remain. The concrete deck shall be completely dry. Power washing will not be allowed.
- (C) The silane manufacturer may suggest cleaning and preparation methods other than those detailed by this special provision. The Engineer must approve such alternative methods prior to implementation.

SILANE APPLICATION**(A) Test Area**

- (1) Test a small area of the surface (minimum 5 ft. by 5 ft.) before general application to ensure desired performance results, aesthetics, and application rates and to verify application technique. Allow 5–7 days for the product to react fully before evaluating.
- (2) Application rates may vary depending on field conditions and the substrate to be treated.
- (3) Conduct at least one absorption test in the test area, using a Rilem Tube Test. Acceptable results are no loss of water in the Rilem tube over a period of 20 minutes. Adjust application to achieve required repellent performance.
- (4) The manufacturer's representative shall assist the Contractor in determining the application rates. Use test applications on actual surfaces to determine accurate application rates. Extremely porous surfaces may require two (2) coats of silane.
- (5) Do not begin production application of silane until Engineer has approved the test area, including approval of aesthetics, color, texture, and appearance.

(B) Application

Immediately before placing silane, all exposed surfaces shall be completely dry and blown clean with oil-free compressed air to remove any loose dust and debris. Apply silane as soon as practical after the exposed surfaces have been properly prepared and conditions are satisfactory:

- (1) Stir material thoroughly before and during application.
- (2) Apply silane with low-pressure spray or by flooding, followed by brooming or squeegeeing for even distribution, in accordance with manufacturer's instructions.
- (3) Maintain operating pressures in sprayers used for application of the silane sealer material sufficiently low so that atomization or misting of the material does not occur.
- (4) Begin the application of the silane at the lowest elevation and proceed upward, toward higher elevations, unless otherwise approved by the Engineer.
- (5) Apply even distribution of silane. Take care when applying the silane, so that running or ponding does not occur.
- (6) Apply silane in a single application to the concrete deck surface with enough material to saturate the surface. Remove excess material with a broom or squeegee and dispose of excess material appropriately. If a second coat is required, it should be applied "wet on wet" before first coat dries.
- (7) Application of sealant by spray methods will not be permitted when wind speeds are 20 mph or more, or if in the opinion of the Engineer, unsatisfactory results will be obtained. Other application methods or rescheduling will be required.
- (8) Avoid application with hand pump sprayers. For small areas of silane application, the use of hand pump sprayers must be approved by the Engineer.
- (9) Contractor shall protect from overspray all pedestrians, vehicles, plants and vegetation, and other areas not receiving silane application.
- (10) Allow product to penetrate the bridge deck and dry, as required by the manufacturer, prior to opening to traffic.

LIMITATIONS OF OPERATIONS

- (1) Prior to application of any silane sealer, cure concrete or concrete repairs for a minimum of 28 days or as required by the silane manufacturer.
- (2) Do not use silane material after the shelf life date.
- (3) Do not return unused material in opened containers to storage for later use. Either apply such material to appropriate areas on concrete deck surfaces or remove and appropriately dispose of it at offsite locations provided by the Contractor.
- (4) If expansion joints are not being replaced or have been replaced prior to shotblasting, they shall be protected from damage from the shotblasting operation. Deck drains and areas of curb or railing above the proposed surface shall be protected from the shotblasting operation.
- (5) Pick up and store all blast media and contaminants in a vacuum unit. Do not create dust during the blasting operation that will obstruct the view of motorists in adjacent

roadways. Store, handle, and dispose of blast media and contaminants in accordance with all applicable local, state, and federal requirements.

- (6) Cover deck joint seal and elastomeric material, plug deck drain scuppers, seal cracks on underside of deck, and use other necessary protective measures to prevent leakage of silane below the concrete deck, to protect waterways, bridge components, pedestrians, vehicles, roadway, vegetation, and any other items or areas below or near the bridge.
- (7) Application of sealant by spray methods will not be permitted during windy conditions, if in the opinion of the Engineer, unsatisfactory results will be obtained. Other application methods or rescheduling will be required.
- (8) Avoid application with hand pump sprayers. For small areas of silane application, the use of hand pump sprayers might be allowed, but must be approved by the Engineer.
- (9) Protect traffic from rebound, dust, overspray, and construction activities. Provide appropriate shielding, as required and/or directed by the Engineer.
- (10) The Contractor shall provide suitable coverings (e.g. heavy-duty drop cloths) as needed to protect all exposed areas not to receive silane treatment, such as asphalt pavement, curbs, sidewalks, parapets, etc.
- (11) Clean and/or repair all damage or defacement resulting from Contractor's operations to the Engineer's satisfaction at no additional cost to the Department.
- (12) The equipment used for silane application must be clean of foreign materials and approved by the Engineer before use.
- (13) The surface to receive the treatment shall be dry for at least 48 hours before treatment and shall be free from sand, surface dust and dirt, oil, grease, chemical films, and other contaminants prior to application of the silane.
- (14) The surface, air, and material temperatures shall be between 40°F and 90°F during application.
- (15) Do not apply silane materials during cold, hot, or wet weather conditions or when adverse weather conditions are forecast within 12 hours of the completion of the silane application. Correct any coating damaged by rain or moisture by an additional application or as required by the silane manufacturer.
- (16) Protect prepared surfaces from precipitation and heavy dew during and after the application of the silane.
- (17) Conduct the work in a continuous operation, with the silane application as soon as practical following surface preparation.
- (18) Apply silane during the lowest temperature period of the day, typically between 1:00 a.m. and 9:00 a.m., when the cracks are open to the greatest extent.
- (19) Clean up, dispose of any surplus material, and restore any disturbed areas unless otherwise directed.
- (20) 100% Silane is a combustible liquid; take appropriate precautions during handling, storage, and operations. **KEEP AWAY FROM OPEN FLAME.**

- (21) Work crews should wear appropriate personal protection equipment and follow manufacturer's recommendations when applying silane. Refer to the SDS and all applicable local, state, and federal laws, and rules and regulations of authorities having jurisdiction over the project, for specific guidance for personal and environmental protection and safety requirements.

MEASUREMENT AND PAYMENT

Shotblasting Bridge Deck will be measured and paid for at the contract unit price per square yard and will be full compensation for the shotblasting and necessary sandblasting and handwork to prepare the entire concrete bridge deck, and removal and disposal of all waste material generated.

Silane Deck Treatment will be measured and paid for at the contract unit price per square yard and will be full compensation for bridge deck surface and crack preparation; for furnishing and applying the silane deck treatment; for protection of waterways, bridge, and other nearby surfaces, vehicles, and pedestrians; and for all labor, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Shotblasting Bridge Deck	Square Yard
Silane Deck Treatment	Square Yard

SILANE SUBSTRUCTURE TREATMENT

(SPECIAL)

DESCRIPTION

This work consists of preparation of concrete cap, column and struts surfaces of the substructure and the furnishing and application of alkylalkoxysilane (silane) penetrant sealers, with 100% solids, to seal concrete cap and column surfaces and cracks, with the exception of the top of the cap, which will be epoxy coated. Prepare the concrete cap and column surfaces and apply the silane sealer in accordance with this special provision and as indicated on the plans, or as approved by the Engineer.

Work includes: concrete surface preparation, placement of silane penetrant sealer, appropriate removal and disposal of excess and waste material, and any incidentals necessary to complete the project, as specified or as indicated on the plans.

SUBMITTALS

Submit for approval the following requested items and any other relevant documents:

- A safety data sheet (SDS) for each shipment of the silane materials.
- Silane material information and manufacturer's written preparation and application instructions.
- Certification from an independent testing laboratory that the materials meet the requirements of these provisions. Do not incorporate these materials into the project until the Engineer has accepted and approved the certification for the material.

- The dates of manufacture of the silane materials, their lot numbers and date of shelf-life expiration for each lot number.
- A work plan for each structure that includes estimated times for surface preparation and silane application.
- Working drawings of proposed protection plan for pressure washing activities as well as any silane materials being applied from contact with waterways, bridge components, boat traffic, vegetation, and any other items or areas below or near the bridge.

MATERIAL DELIVERY AND STORAGE

Store at the site sufficient quantities of silane materials to perform the entire application.

Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact. Ensure that each container is clearly marked by the manufacturer with the following information:

- a. Manufacturer's name and address.
- b. Product name.
- c. Date of manufacture.
- d. Expiration date.
- e. LOT identification number.
- f. Container serial number.

Provide the Engineer a certification from the manufacturer, confirming that the silane materials meet the requirements of this special provision. Do not incorporate these materials into the project until the Engineer has accepted and approved the certification for the material. Submit such certification for each LOT of material delivered to the project. In each certification, identify the serial or LOT numbers of the containers certified.

The Engineer may require samples from each LOT or container of materials delivered to the project or from containers at the point of use. When samples are required, furnish samples in accordance with the Engineer's instructions.

Store silane materials in unopened containers in a clean, dry area between 40° F and 90° F. Store containers in a manner that prevents leakage or spillage.

MANUFACTURER'S REPRESENTATIVE

Provide a manufacturer's representative on site for the duration of the surface preparation and silane application work, to provide expert assistance on surface preparation, storage, mixing, application, clean-up, and disposal of materials.

MATERIALS

Provide silane from a single manufacturer, and provide silane that conforms to requirements indicated in Table 1, below.

Table 1

SILANE PROPERTIES

Property	Test Method	Requirement
Silane Content		100%
VOC content	EPA method 24	Less than 350 g/l
Surface Appearance after Application		Unchanged
Flash Point	ASTM D3278	140° F, minimum
Resistance to Chloride Ion Penetration	AASHTO T259 and T260	Less than: 0.52 pounds/yd ³ (criteria of 1.5) at 1/2 inch level; 0.00 pounds/yd ³ (criteria of 0.75) at 1 inch level
Water absorption test	ASTM C 642	0.50% maximum/48 hours; 1.5% maximum/50 days
Scaling resistance	ASTM C 672	(non-air-entrained concrete) 0 rating “No Scaling” (100 cycles)
NCHRP 244		
Water weight gain	Series II - cube test	85% reduction, minimum
Absorbed chloride		87% reduction, minimum
Absorbed chloride	Series IV - Southern climate	95% reduction, minimum

SURFACE PREPARATION

Prepare the bridge concrete surfaces for application of the silane in order to remove all existing grease, slurry, oils, paint, dirt, , curing compound, rust, membrane, weak surface mortar, or any other contaminants that could interfere with the proper adhesion, penetration, and the curing of the silane material.

Prepare a final surface that adheres to the following requirements:

- 1) For areas to receive silane treatment, clean by power washing. Limit the nozzle pressure to 3000 psi..Allow the concrete caps to dry a minimum of 48 hours prior to application of the silane treatment.
- 2) Prior to silane application, the concrete cap shall be completely dry.
- 3) The silane manufacturer may suggest cleaning and preparation methods other than those detailed by this special provision. The Engineer must approve such alternative methods prior to implementation.

SILANE APPLICATION

Test Area

- Test a small area of the surface (minimum 2 ft. by 2 ft.) before general application to ensure desired performance results, aesthetics, and application rates and to verify application technique. Allow 5–7 days for the product to react fully before evaluating.
- Application rates may vary depending on field conditions and the substrate to be treated.
- Conduct at least one absorption test in the test area, using a Rilem Tube Test. Acceptable results are no loss of water in the Rilem tube over a period of 20 minutes. Adjust application to achieve required repellent performance.
- The manufacturer’s representative shall assist the Contractor in determining the application rates. Use test applications on actual surfaces to determine accurate application rates. Extremely porous surfaces may require two coats of silane.
- Do not begin production application of silane until Engineer has approved the test area, including approval of aesthetics, color, texture, and appearance.

Application

Immediately before placing silane, all exposed surfaces shall be completely dry and blown clean with oil-free compressed air to remove any loose dust and debris. Apply silane as soon as practical after the exposed surfaces have been properly prepared and conditions are satisfactory:

- Stir material thoroughly before and during application.
- Apply silane using low-pressure pumping equipment with a wet fan type spray nozzle. Rollers with a 1” nap or brushes are permitted. On vertical surfaces, apply the silane in a flooding application from the bottom upward, in accordance with manufacturer’s instructions.
- Maintain operating pressures in sprayers used for application of the silane sealer material sufficiently low, so that atomization or misting of the material does not occur.
- Apply even distribution of silane. ; take care when applying the silane, so that running does not occur.
- Apply silane in a single application to the cap surface with enough material to saturate the surface. Remove excess material with a roller or brush and dispose of excess material appropriately. If a second coat is required, it should be applied “wet on wet” before first coat dries.
- Application of sealant by spray methods will not be permitted when wind speeds are 20 mph or more, or if in the opinion of the Engineer, unsatisfactory results will be obtained. Other application methods or rescheduling will be required.
- Avoid application with hand pump sprayers. For small areas of silane application, the use of hand pump sprayers must be approved by the Engineer.
- Contractor shall protect from overspray all pedestrians, vehicles, plants and vegetation, and other areas not receiving silane application. Damages that occur due to overspray shall be the responsibility of the Contractor.
- Allow product to penetrate the concrete cap and dry, as required by the manufacturer.

LIMITATIONS OF OPERATIONS

- Prior to application of any silane sealer, cure concrete or concrete repairs for a minimum of 28 days or as required by the silane manufacturer.
- Do not use silane material after the shelf life date.
- Do not return unused material in opened containers to storage for later use. Either apply such material to appropriate areas on cap surfaces or remove and appropriately dispose of it at offsite locations provided by the Contractor.
- protect waterways, bridge components, , boat traffic, , vegetation, and any other items or areas below or near the bridge.
- Application of sealant by spray methods will not be permitted during windy conditions, if in the opinion of the Engineer, unsatisfactory results will be obtained. Other application methods or rescheduling will be required.
- Avoid application with hand pump sprayers. For small areas of silane application, the use of hand pump sprayers might be allowed, but must be approved by the Engineer.
- Protect boat traffic from rebound, dust, overspray, and construction activities. Provide appropriate shielding, as required and/or directed by the Engineer. Damages that occur due to the Contractors operations shall be the responsibility of the Contractor.
- The Contractor shall provide suitable coverings (e.g. heavy-duty drop cloths) as needed to protect all exposed areas not to receive surface preparation and silane treatment.
- Clean and/or repair all damage or defacement resulting from Contractor's operations to the Engineer's satisfaction at no additional cost to the Department.
- The equipment used for silane application must be clean of foreign materials and approved by the Engineer before use.
- The surface to receive the treatment shall be dry for at least 48 hours before treatment and shall be free from sand, surface dust and dirt, oil, grease, chemical films, and other contaminants prior to application of the silane.
- The surface, air, and material temperatures shall be between 40°F and 90°F during application.
- Do not apply silane materials during cold, hot, or wet weather conditions or when adverse weather conditions are forecasted within twelve (12) hours of the completion of the silane application. Correct any coating damaged by rain or moisture by an additional application or as required by the silane manufacturer.
- Protect prepared surfaces from precipitation and heavy dew during and after the application of the silane.
- Conduct the work in a continuous operation, with the silane application as soon as practical following surface preparation.
- Apply silane during the lowest temperature period of the day, typically between 1:00 a.m. and 9:00 a.m., when the cracks are open to the greatest extent.
- Clean up, dispose of any surplus material, and restore any disturbed areas unless otherwise directed.
- 100% Silane is a combustible liquid; take appropriate precautions during handling, storage, and operations. **KEEP AWAY FROM OPEN FLAME.**
- Work crews should wear appropriate personal protection equipment and follow manufacturer's recommendations when applying silane. Refer to the SDS and all applicable local, state, and federal laws, and rules and regulations of authorities having

jurisdiction over the project, for specific guidance for personal and environmental protection and safety requirements.

MEASUREMENT AND PAYMENT

Surface Preparation for Concrete Substructure will be measured and paid for at the contract unit price per square foot and will be full compensation for power washing, or other necessary surface preparation and handwork to prepare the entire concrete substructure and removal and disposal of waste material generated.

Silane Substructure Treatment will be measured and paid for at the contract unit price per square foot and will be full compensation for furnishing and applying the silane treatment; removal and disposal of excess and waste material generated; for protection of waterways, bridge, and other nearby surfaces, boat traffic; and for all labor, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Surface Preparation for Concrete Substructure	Square Foot
Silane Substructure Treatment	Square Foot

SILANE BARRIER RAIL TREATMENT

(SPECIAL)

DESCRIPTION

This work consists of preparation of bridge concrete barrier rail surfaces and the furnishing and application of alkylalkoxysilane (silane) penetrant sealers, with 100% solids, to seal bridge concrete barrier rail surfaces and cracks. Prepare the bridge concrete barrier rail surfaces and apply the silane bridge concrete barrier rail sealer in accordance with this special provision and as indicated on the plans, or as approved by the Engineer.

Work includes: bridge concrete barrier rail surface preparation, placement of silane penetrant sealer, appropriate removal and disposal of excess and waste material, and any incidentals necessary to complete the project, as specified or as indicated on the plans.

SUBMITTALS

Submit for approval the following requested items and any other relevant documents:

- (A) A safety data sheet (SDS) for each shipment of the silane materials.
- (B) Silane material information and manufacturer's written preparation and application instructions.
- (C) Certification from an independent testing laboratory that the materials meet the requirements of these provisions. Do not incorporate these materials into the project until the Engineer has accepted and approved the certification for the material.

- (D) The dates of manufacture of the silane materials, their lot numbers and date of shelf-life expiration for each lot number.
- (E) A table indicating the likely cure time, in minutes, to allow vehicular traffic on the bridge where the concrete barrier rail surface has been treated. Provide time for the allowable ambient temperature range, in increments of 10° F.
- (F) A work plan for each structure that includes estimated times for surface preparation and silane application.

MATERIAL DELIVERY AND STORAGE

Store at the site sufficient quantities of silane materials to perform the entire application.

Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact. Ensure that each container is clearly marked by the manufacturer with the following information:

- (A) Manufacturer's name and address.
 (B) Product name.
 (C) Date of manufacture.
 (D) Expiration date.
 (E) Lot identification number.
 (F) Container serial number.

Provide the Engineer a certification from the manufacturer, confirming that the silane materials meet the requirements of this special provision. Do not incorporate these materials into the project until the Engineer has accepted and approved the certification for the material. Submit such certification for each lot of material delivered to the project. In each certification, identify the serial or lot numbers of the containers certified.

The Engineer may require samples from each lot or container of materials delivered to the project or from containers at the point of use. When samples are required, furnish samples in accordance with the Engineer's instructions.

Store silane materials in unopened containers in a clean, dry area between 40° F and 90° F. Store containers in a manner that prevents leakage or spillage.

MANUFACTURER'S REPRESENTATIVE

Provide a manufacturer's representative on site for the duration of the surface preparation and silane application work, to provide expert assistance on surface preparation, storage, mixing, application, clean-up, and disposal of materials.

MATERIALS

Provide silane from a single manufacturer, and provide silane that conforms to requirements indicated in Table 1, below.

Table 1
SILANE PROPERTIES

Property	Test Method	Requirement
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Silane Content		100%
VOC content	EPA method 24	Less than 350 g/l
Surface Appearance after Application		Unchanged
Flash Point	ASTM D3278	140° F, minimum
Resistance to Chloride Ion Penetration	AASHTO T259 and T260	Less than: 0.52 pounds/yd ³ (criteria of 1.5) at 1/2 inch level; 0.00 pounds/yd ³ (criteria of 0.75) at 1 inch level
Water absorption test	ASTM C 642	0.50% maximum/48 hours; 1.5% maximum/50 days
Scaling resistance	ASTM C 672	(non-air-entrained concrete) 0 rating “No Scaling” (100 cycles)
NCHRP 244		
Water weight gain	Series II - cube test	85% reduction, minimum
Absorbed chloride		87% reduction, minimum
Absorbed chloride	Series IV - Southern climate	95% reduction, minimum

SURFACE PREPARATION

Prepare the bridge concrete barrier rail surfaces for application of the silane in order to remove all existing grease, slurry, oils, paint, dirt, striping, curing compound, rust, membrane, weak surface mortar, or any other contaminants that could interfere with the proper adhesion, penetration, and the curing of the silane material.

Prepare a final surface that adheres to the following requirements:

- (A) For areas to receive silane treatment, clean by sandblasting or shotblasting. Select the size of shot or sand, and travel speed of the equipment to provide a uniformly clean surface with a uniform profile. Do not expose cleaned surfaces to vehicular traffic unless approved by the Engineer. If the bridge concrete barrier rail surfaces become contaminated before placing the silane treatment, shotblast or abrasive sandblast the contaminated areas to the satisfaction of the Engineer, at no additional cost.
- (B) Power washing of the bridge concrete barrier rail may be allowed as approved by the Engineer, but the concrete barrier shall be allowed to dry a minimum of 48 hours prior to application of the silane treatment.
- (C) Prior to silane application, protect cracks on the bridge concrete barrier rail from materials that can interfere with the penetration and the curing of the silane material. Just prior to placement of the silane, remove, by magnets and oil-free compressed air and vacuuming, any loose particles, such that no excess particles remain.
- (D) Prior to silane application, the bridge concrete barrier rail shall be completely dry.

- (E) The silane manufacturer may suggest cleaning and preparation methods other than those detailed by this special provision. The Engineer must approve such alternative methods prior to implementation.

SILANE APPLICATION**(A) Test Area**

- (1) Test a small area of the surface (minimum 2 ft. by 2 ft.) before general application to ensure desired performance results, aesthetics, and application rates and to verify application technique. Allow 5–7 days for the product to react fully before evaluating.
- (2) Application rates may vary depending on field conditions and the substrate to be treated.
- (3) Conduct at least one absorption test in the test area, using a Rilem Tube Test. Acceptable results are no loss of water in the Rilem tube over a period of 20 minutes. Adjust application to achieve required repellent performance.
- (4) The manufacturer's representative shall assist the Contractor in determining the application rates. Use test applications on actual surfaces to determine accurate application rates. Extremely porous surfaces may require two (2) coats of silane.
- (5) Do not begin production application of silane until Engineer has approved the test area, including approval of aesthetics, color, texture, and appearance.

(B) Application

Immediately before placing silane, all exposed surfaces shall be completely dry and blown clean with oil-free compressed air to remove any loose dust and debris. Apply silane as soon as practical after the exposed surfaces have been properly prepared and conditions are satisfactory:

- (1) Stir material thoroughly before and during application.
- (2) Apply silane using low-pressure pumping equipment with a wet fan type spray nozzle. Rollers with a 1" nap or brushes are permitted. On vertical surfaces, apply the silane in a flooding application from the bottom upward, in accordance with manufacturer's instructions.
- (3) Maintain operating pressures in sprayers used for application of the silane sealer material sufficiently low, so that atomization or misting of the material does not occur.
- (4) Apply even distribution of silane. Take care when applying the silane, so that running or ponding does not occur.
- (5) Apply silane in a single application to the barrier rail surface with enough material to saturate the surface. Remove excess material with a roller or brush and dispose of excess material appropriately. If a second coat is required, it should be applied "wet on wet" before first coat dries.

- (6) Application of sealant by spray methods will not be permitted when wind speeds are 20 mph or more, or if in the opinion of the Engineer, unsatisfactory results will be obtained. Other application methods or rescheduling will be required.
- (7) Avoid application with hand pump sprayers. For small areas of silane application, the use of hand pump sprayers must be approved by the Engineer.
- (8) Contractor shall protect from overspray all pedestrians, vehicles, plants and vegetation, and other areas not receiving silane application. Damages that occur due to overspray shall be the responsibility of the Contractor.
- (9) Allow product to penetrate the bridge concrete barrier rail and dry, as required by the manufacturer, prior to opening to traffic.

LIMITATIONS OF OPERATIONS

- (1) Prior to application of any silane sealer, cure concrete or concrete repairs for a minimum of 28 days or as required by the silane manufacturer.
- (2) Do not use silane material after the shelf life date.
- (3) Do not return unused material in opened containers to storage for later use. Either apply such material to appropriate areas on barrier rail surfaces or remove and appropriately dispose of it at offsite locations provided by the Contractor.
- (4) Pick up and store all blast media and contaminants in a vacuum unit. Do not create dust during the blasting operation that will obstruct the view of motorists in roadways adjacent, above, below, or surrounding the silane treatment area. Store, handle, and dispose of blast media and contaminants in accordance with all applicable local, state, and federal requirements.
- (5) Cover deck joint seal and elastomeric material, plug deck drain scuppers, seal cracks on underside of deck, and use other necessary protective measures to prevent leakage of silane below the concrete deck and beyond the concrete barrier rail, to protect waterways, bridge components, pedestrians, vehicles, roadway, vegetation, and any other items or areas below or near the bridge.
- (6) Application of sealant by spray methods will not be permitted during windy conditions, if in the opinion of the Engineer, unsatisfactory results will be obtained. Other application methods or rescheduling will be required.
- (7) Avoid application with hand pump sprayers. For small areas of silane application, the use of hand pump sprayers might be allowed, but must be approved by the Engineer.
- (8) Protect traffic from rebound, dust, overspray, and construction activities. Provide appropriate shielding, as required and/or directed by the Engineer. Damages that occur due to the Contractors operations shall be the responsibility of the Contractor.
- (9) The Contractor shall provide suitable coverings (e.g. heavy-duty drop cloths) as needed to protect all exposed areas not to receive surface preparation and silane treatment.
- (10) Clean and/or repair all damage or defacement resulting from Contractor's operations to the Engineer's satisfaction at no additional cost to the Department.

- (11) The equipment used for silane application must be clean of foreign materials and approved by the Engineer before use.
- (12) The surface to receive the treatment shall be dry for at least 48 hours before treatment and shall be free from sand, surface dust and dirt, oil, grease, chemical films, and other contaminants prior to application of the silane.
- (13) The surface, air, and material temperatures shall be between 40°F and 90°F during application.
- (14) Do not apply silane materials during cold, hot, or wet weather conditions or when adverse weather conditions are forecasted within 12 hours of the completion of the silane application. Correct any coating damaged by rain or moisture by an additional application or as required by the silane manufacturer.
- (15) Protect prepared surfaces from precipitation and heavy dew during and after the application of the silane.
- (16) Conduct the work in a continuous operation, with the silane application as soon as practical following surface preparation.
- (17) Apply silane during the lowest temperature period of the day, typically between 1:00 a.m. and 9:00 a.m., when the cracks are open to the greatest extent.
- (18) Clean up, dispose of any surplus material, and restore any disturbed areas unless otherwise directed.
- (19) 100% Silane is a combustible liquid; take appropriate precautions during handling, storage, and operations. **KEEP AWAY FROM OPEN FLAME.**
- (20) Work crews should wear appropriate personal protection equipment and follow manufacturer's recommendations when applying silane. Refer to the SDS and all applicable local, state, and federal laws, and rules and regulations of authorities having jurisdiction over the project, for specific guidance for personal and environmental protection and safety requirements.

MEASUREMENT AND PAYMENT

Surface Preparation for Concrete Barrier Rail will be measured and paid for at the contract unit price per square foot and will be full compensation for the shotblasting, sandblasting, or other necessary surface preparation and handwork to prepare the entire bridge concrete barrier rail and removal and disposal of all blast media and waste material generated.

Silane Barrier Rail Treatment will be measured and paid for at the contract unit price per square foot and will be full compensation for bridge concrete barrier rail and crack preparation; for furnishing and applying the silane barrier rail treatment; removal and disposal of excess and waste material generated; for protection of waterways, bridge, and other nearby surfaces, vehicles, and pedestrians; and for all labor, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Surface Preparation for Concrete Barrier	Square Foot
Silane Barrier Rail Treatment	Square Foot

BRIDGE JOINT DEMOLITION**(SPECIAL)****DESCRIPTION**

This special provision addresses the removal of existing joint material and adjacent concrete headers to facilitate the installation of new elastomeric concrete headers and bridge joint seals at the locations noted in the contract plans.

EQUIPMENT

Use the following surface preparation equipment:

- (A) Sawing equipment capable of sawing concrete to a specified depth.
- (B) Power driven hand tools for removal of concrete are required that meet the following requirements:
- (C) Pneumatic hammers weighing a nominal 15 lbs. (7 kg) or less
- (D) Pneumatic hammer chisel-type bits that do not exceed the diameter of the shaft in width.
- (E) Hand tools such as hammers and chisels for removal of final particles of concrete.

REMOVAL AND PREPARATION

Prior to any construction, take the necessary precautions to ensure debris from joint construction is not allowed to fall below the bridge deck.

Remove existing joint material by methods approved by the Engineer. Provide a 1" deep saw cut around the perimeter of areas noted for bridge deck removal.

Remove by chipping with hand tools concrete headers adjacent to the joint to the limits shown on the contract plans. Use a small chipping hammer (15 lb. class) to prepare the edges of the repair area to limit micro fractures. In addition, all loose and unsound concrete shall be removed.

In overhangs, removing concrete areas greater than 0.60 ft²/ft length of bridge will require overhang support. Submit the overhang support method to the Engineer for approval.

Care shall be taken not to cut, stretch, or damage any exposed reinforcing steel. Dispose of the removed concrete.

If the condition of the concrete is such that deep spalls or sheer faces result, notify the Engineer for the proper course of action.

Clean, repair or replace rusted or loose reinforcing steel. Thoroughly clean the newly exposed surface to be free of all grease, oil, curing compounds, acids, dirt, or loose debris.

MEASUREMENT AND PAYMENT

Bridge Joint Demolition will be measured and paid for at the contract unit price bid per square foot and will be full compensation for removal, containment and disposal of existing joint material and concrete and shall include the cost of labor, tools, equipment and incidentals necessary to complete the work.

Pay Item	Pay Unit
Bridge Joint Demolition	Square Feet

BEAM REPAIR-PLATING**(SPECIAL)****DESCRIPTION**

Plate beam webs, flanges, or stiffeners identified as deteriorated, damaged, or with excessive section loss at locations determined by the Engineer, after blasting and priming for new paint system. The Engineer will determine the extent of the section to be plated. The repair plate shall be inspected by NCDOT during fit-up and approved before welding the new plate may begin. After approval of the new plate, weld the plate into place. Welding shall be performed by certified welders as specified in the *Standard Specifications*.

CONTAINMENT SYSTEM

An approved containment system must be installed prior to beginning work. See the Containment System section of the *Painting Existing Structure* or *Painting Existing Weathering Steel Structure* Special Provisions regarding loading, design, and submittal requirements for the containment system.

FIELD ALTERATIONS

Since this repair involves working with an existing structure where the dimensions may vary throughout the structure, the contractor should expect and shall be prepared to make alterations in the field. This includes, but is not limited to, having qualified personnel on hand to perform necessary alterations and having extra material on hand (or the ability to procure extra material in a timely manner). All such alterations shall be brought to the attention of the Engineer and agreed upon prior to alteration.

BASIS OF PAYMENT

Payment will be made at the contract price bid per pounds structural steel used for *Beam Repair Plating*. Such payment will be full compensation for all materials, equipment, tools, labor, welding, miscellaneous steel, and incidentals necessary to complete the work.

Pay Item	Pay Unit
Beam Repair Plating	Lb.

BOLTED BEAM REPAIR**(SPECIAL)****DESCRIPTION**

Plate beam webs, flanges, and/or stiffeners identified as deteriorated, damaged, or with excessive section loss at locations determined by the Engineer. The Engineer will determine the extent of the section to be plated. The repair plates shall be used to cover the deteriorated beam sections. The repair plates shall be inspected by NCDOT during fit-up and approved before bolting may begin. After surface preparation has been completed and the repair plates have been approved, bolt the repair plates into place. Paint the repair area afterwards, following the project special provisions.

WORKING DRAWINGS

Submit working drawings to the Engineer for review, comments, and acceptance following the special provisions. Show complete details drawn to scale and include:

- (A) Containment system plans and design calculations in accordance with special provisions and other project requirements, signed and sealed by a Professional Engineer licensed by the State of North Carolina.
- (B) The type and grade of steel to be used.
- (C) The dimensions for all steel plates to be used.
- (D) Bolt hole spacing and edge distances for all steel plates to be used.
- (E) Metal reinforced epoxy filler certified test results.
- (F) The proposed sequence of installation, including surface preparation and painting.

The Contractor shall have someone other than the person who prepares the drawings check all detailed drawings and include the initials of both the drafter and checker on each sheet of the drawings. Provide all completed drawings two (2) weeks before installation of the bolted beam repair.

MATERIAL

The metal reinforced epoxy filler used to fill beam section loss shall meet the following properties:

METAL REINFORCED EPOXY FILLER PROPERTIES	TEST METHOD	MINIMUM REQUIREMENT
Compressive Strength, psi	ASTM D695	7,500
Shear Strength, psi	ASTM D1002	750

At a minimum, all steel plates shall meet Article 1072-2 of the *Standard Specifications*. The Engineer may specify higher grade steel at their discretion, or as called out on the plans.

All high strength bolts, nuts, and direct tension indicator washers shall meet Article 1072-5 of the *Standard Specifications*. Galvanized connection hardware may be used, with approval from the Engineer. Galvanized connection hardware requires surface preparation before being painted, following the paint manufacturer's recommendations.

Epoxy mastic to be placed between repair plate and existing beam shall be compatible with final paint system materials and shall be submitted for approval prior to use.

CONTAINMENT SYSTEM

The containment system for abrasive blasting and painting shall follow the applicable special provision.

SURFACE PREPARATION

The repair area determined by the Engineer shall be abrasive blasted to remove the existing paint system and any remaining deteriorated steel.

Metal reinforced epoxy filler shall be placed in areas of section loss and pitting on the existing beam prior to repair plate installation. Temporary formwork may be required to keep the metal reinforced epoxy filler flush with existing beam surfaces while the metal reinforced epoxy filler cures, following the manufacturer's recommendations. After curing, the metal reinforced epoxy filler shall be ground flush with the existing beam surface, if required.

After the existing beam has been abrasively blasted and all surfaces in the repair area are flush, the repair plates may be placed against the existing beam for fit-up and marking bolt hole locations. Fit-up of the repair plates shall be approved by the Engineer.

Bolt hole locations shall be marked and verified by the Engineer prior to drilling any holes. All drilled holes shall meet Article 1072-16 of the *Standard Specifications*.

The repair area on the existing beam shall be primed following the project special provisions, prior to the installation of the repair plates.

INSTALLATION

If beam deterioration extends to both the web and bottom flange, the repair plates will be welded together to form fabricated angle sections, following the contract plans. All welding shall be in accordance with Article 1072-18 of the *Standard Specifications*.

Prior to installing the repair plates or fabricated angle sections, epoxy mastic shall be applied to the outside edges of the surfaces that will be in contact with the existing beam. No epoxy mastic shall be placed along the bottom perimeter of web repair plates. The epoxy mastic shall be sufficiently applied from the center of the exterior bolt holes to the exterior edges of the repair plates or fabricated angles. While the epoxy mastic is still wet, place the repair plates or fabricated angles in the repair area and bolt together, so after bolt tightening, excess epoxy mastic shall be forced from all exterior edges of the repair plates or fabricated angles. Excess epoxy mastic around the edges of the repair plates or fabricated angles shall be removed following the manufacturer's recommendations.

After the repair plates or fabricated angles have been bolted to the existing beam, paint the repair area following the project special provisions.

FIELD ALTERATIONS

Since this repair involves working with an existing structure where the dimensions may vary throughout the structure, the contractor should expect and shall be prepared to make alterations in the field. This includes, but is not limited to, having qualified personnel on hand to perform necessary alterations and having extra material on hand (or the ability to procure extra material in a timely manner). All such alterations shall be brought to the attention of the Engineer and agreed upon prior to alteration.

BASIS OF PAYMENT

Bolted Beam Repair will be paid at the contract price bid per pounds of structural steel, which will include high strength bolts, nuts and direct tension indicator washers. Such payment will be full compensation for all materials, equipment, tools, labor, welding, miscellaneous steel, surface preparation, spot painting and incidentals necessary to complete the work.

Pay Item	Pay Unit
Bolted Beam Repair	Lb.

STEEL BEARING KEEPER ANGLE ASSEMBLY

(SPECIAL)

DESCRIPTION

Fabricate and install steel bearing keeper angle assemblies at locations shown on the plans and as determined by the Engineer. Install steel bearing keeper angle assemblies after any new paint system has been applied, concrete bent cap repairs have been completed, and the top of the bent cap has been pressure washed and cleaned (if necessary), but before epoxy coating the top of the bent cap. Measures shall be taken to prevent damage to the paint system during installation of the steel bearing keeper angle assemblies. Any damage to the paint system shall be repaired by the Contractor at no additional cost to the Department.

BASIS OF PAYMENT

Steel Bearing Keeper Angle Assembly will be measured and paid in units of each. The price per each steel bearing keeper angle assembly will be full compensation for all materials, equipment, tools, labor, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Steel Bearing Keeper Angle Assembly	Each

PAINTING EXISTING WEATHERING STEEL STRUCTURE**(2-11-19)****DESCRIPTION**

This work shall consist of furnishing all labor, equipment, and materials necessary to clean and paint the ends of the weathering steel girders, zones of excessive corrosion, bent diaphragms, all bearing plates, anchor bolts, nuts, and washers of the existing structure. Work includes: removal, containment and disposal of the existing paint system; preparation of the surface to be painted and applying the new paint system; a containment enclosure; and any incidentals necessary to complete the project as specified and shown on the plans.

TWELVE-MONTH OBSERVATION PERIOD

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

- (A) No visible rust, contamination or application defect is observed in any coated area.
- (B) Painted surfaces have a uniform color and gloss.
- (C) Painted surfaces have an adhesion that meets an ASTM D3359, 3A rating.

Final acceptance is made only after the paint system meets the above requirements.

SUBMITTALS

Submit all of the following to the Engineer for review and approval before scheduling the pre-construction meeting. Allow at least two (2) weeks for the review process.

- (A) The existing paint systems include toxic substances such as red lead oxide, which are considered hazardous if improperly removed. The contractor shall be currently Society for Protective Coatings (SSPC) Quality Program (QP) 2, Category A certified, and have successfully completed lead paint removal and field painting on similar structures within 18 months prior to this bid. Lead abatement work completed within the 18 month period shall have been completed in accordance with contract specifications, free of citation from safety or environmental agencies. Lead abatement work shall include, but not be limited to: abrasive blasting; waste handling, storage and disposal; worker safety during lead abatement activities (fall protection, personal protective equipment (PPE), etc.); and containment. This requirement is in addition to the contractor pre-qualification requirements covered by Article 102-2 of the *Standard Specifications*.

The apparent low bidder shall submit a list of projects for which QP 2 work was performed within the last 18 months including owner contact information and submit to the Engineer a "Lead Abatement Affidavit". This form may be downloaded from:

<https://www.ncdot.gov/initiatives-policies/Transportation/bridges/Documents/leadabatementaffidavit.pdf>

- (B) Work schedule which shall be kept up to date, with a copy of the revised schedule being provided to the Engineer in a timely manner.
- (C) Containment system plans and design calculations in accordance with SSPC Guide 6, Class 3A and other project requirements, signed and sealed by a Professional Engineer licensed by the State of North Carolina.
- (D) Bridge wash water sampling and disposal plan.
- (E) Subcontractor identification.
- (F) Lighting plan for night work in accordance with Section 1413 of the *Standard Specifications*.
- (G) Traffic control plan with NCDOT certified supervisors, flaggers and traffic control devices.
- (H) Health and safety plan addressing at least the required topics as specified by the SSPC QP 1 and QP 2 program and including hazard communication, respiratory health, emergency procedures, and local hospital and treatment facilities with directions and phone numbers, disciplinary criteria for workers who violate the plan and accident investigation. The plan shall address the following: hazardous materials, personal protective equipment, general health and safety, occupational health and environmental controls, fire protection and prevention, signs signals, and barricades, materials handling, storage, use, and disposal, hand and power tools, welding and cutting, electrical, scaffolds, fall protection, cranes, derricks, hoists, elevators, and conveyors, ladders, toxic and hazardous substances, airless injection and high pressure water jet (HPWJ).
- (I) Provide the Engineer a letter of certification that all employees performing work on the project have blood lead levels that are below the Occupational Safety and Health Administration (OSHA) action level.
- (J) Provide the Engineer with Competent Person qualifications and summary of work experience.
- (K) Environmental Compliance Plan.
- (L) Quality Control Plan (Project Specific) with quality control qualifications and summary of work experience.
- (M) Bridge and Public Protection Plan (Overspray, Utilities, etc. - Project/Task Specific).
- (N) Abrasive Blast Media:
 - (1) Product Data Sheet.

(2) Blast Media Test Reports in accordance with Article 1080-12 of the *Standard Specification*.

(O) Coating Material:

(1) NCDOT HICAMS Test Reports (testing performed by NCDOT Materials and Tests Unit).

(2) Product Data Sheets.

(3) Material Safety Data Sheets.

(4) Product Specific Repair Procedures.

(5) Acceptance letters from paint manufacturer's for work practices that conflict with special provisions and/or paint manufactures product data sheets.

PRE-CONSTRUCTION MEETING

Submittals shall be reviewed and approved by the Engineer prior to scheduling the pre-construction meeting. Allow no less than two (2) weeks for a review process. When requesting a pre-construction meeting, contact the Engineer at least seven (7) working days in advance of the desired pre-construction date. The contractor's project supervisor, Competent Person, quality control personnel and certified traffic control supervisor shall be in attendance at the pre-construction meeting in order for the Contractor and NCDOT team to establish responsibilities for various personnel during project duration and to establish realistic timeframes for problem escalation.

CONTAINMENT SYSTEM

Prior to performing any construction or painting operations on the structure, the Contractor shall furnish the Engineer with plans and design calculations for a sufficiently designed containment system, which will provide access for any repairs on structural steel members, cleaning and surface preparations for structural steel members, and coating operations for structural steel members of the bridge. The containment system shall not be installed, and no work shall begin, until the Engineer has reviewed and approved, in writing, the submitted containment system plans and design calculations. Containment system plans and design calculations shall be prepared, sealed, and signed by a Professional Engineer licensed by the State of North Carolina. Allow a minimum of two (2) weeks for review of the containment plans and calculations.

The containment system shall meet or exceed the requirements of Class 3A containment in accordance with SSPC Guide 6. The Contractor shall determine the required capacity of the containment system, which, at a minimum, shall include loads due to wind, repair materials and repair operations, equipment, and tools; however, the capacity shall not be less than that required by Federal or State regulations. 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. The containment system shall be constructed of materials capable of withstanding

damage from any of the work required on this project and shall provide a two (2) hour resistance to fire.

In the containment system plans, describe how debris is contained and collected. Describe the type of tarpaulin, bracing materials, and the maximum designed wind load. Design wind loads shall be in accordance with the Falsework and Formwork special provision. Describe the dust collection system and how a negative pressure of 0.03 inches of water column is maintained inside the enclosure, while blasting operations are being conducted. Describe how the airflow inside the containment structure is designed to meet all applicable OSHA Standards. Describe how water run-off from rain will be routed by or through the enclosure. Describe how wash water will be contained and paint chips separated. Describe what physical containment will be provided during painting application to protect the public and areas not to be painted.

Drilling holes in the superstructure for the purpose of attaching the containment system is prohibited.

The Contractor will be responsible for certifying the containment system has been constructed in accordance with the approved plans.

The containment system shall be cleaned after each workday.

Upon completion of work, remove all anchorages in the substructure and repair the substructure at no additional cost to the Department.

Protect non-metallic parts of bearings from blasting and painting (i.e.: Pot Bearings, Elastomeric Pads, and Disc Bearings).

WASH WATER SAMPLING AND DISPOSAL PLAN

All wash water shall be collected and sampled prior to disposal. Representative sampling and testing methodology shall conform to North Carolina Administrative Code 15A NCAC 02B.0103, "Analytical Procedures". Wash water shall be tested for pollutants listed in 15A NCAC 02B.0211(3), 15A NCAC 02T.0505(b)(1) and 15A NCAC 2T.0905(h). Depending on the test results, wash water disposal methods shall be described in the disposal plan. Wash water shall be disposed of in accordance with all current Federal and State regulations. See link for NCDOT Guidelines for Managing Bridge Wash Water: <https://www.ncdot.gov/initiatives-policies/Transportation/bridges/Documents/WashWater.pdf>

WASTE HANDLING OF PAINT AND ABRASIVES

Comply with all Federal, State, and local regulations. Failure to comply with the regulations could result in fines and loss of qualified status with NCDOT.

Comply with the Resource Conservation and Recovery Act (RCRA - 40 CFR 261 - 265) and the Occupational Safety and Health Act (OSHA - 29 CFR 1910 - 1926) regulations for employee training, and for the handling, storage, labeling, recordkeeping, reporting, inspections and disposal of all hazardous waste generated during paint removal.

A summary of Generator Requirements is available at the above NCDOT web link, which cites the specific regulations for each Generator category. Quantities of waste by weight and dates of waste generation shall be recorded. Waste stored at the project site shall be properly labeled. All waste, hazardous or non-hazardous, requires numbered shipping manifests.

The North Carolina Department of Environmental Quality (NCDEQ) have adopted RCRA as the North Carolina Hazardous Waste Management Rules and are responsible for enforcement. The *Hazardous Waste Generator Compliance Manual* is published by the Compliance Branch of the Division of Waste Management of NCDEQ, and can be found at: <https://files.nc.gov/ncdeq/Waste%20Management/DWM/HW/Compliance/Generator%20Compliance%20Manual.pdf>

Immediately after award of the contract, arrange for waste containers, sampling, testing, transportation, and disposal of all waste. No work shall begin until the Contractor furnishes the Engineer with a written waste disposal plan. Any alternative method for handling waste shall be pre-approved by the Engineer. Use an approved waste management company from the following link:

<https://www.ebs.nc.gov/VendorDirectory/results.html?sap-params=cD0xJTIwJmN1cnJlbnRfc2VhemNoX3BhZ2U9d2Mmc2VsZWNoaW9uX2Zpcm1fbmFtZT0mc2VsZWNoaW9uX2NlcnQ9JnNlbGVjdGlvl9maXJtdHlwZT0meXNjX2Zpcm10eXBIPSZzZWxlY3Rpb25fd29ya2xvY2F0aW9uPSZ5c2Nfd29ya2xvY2F0aW9uPSZzZWxlY3Rpb25fYWRkcN0YXRIPSZ5c2NfYWRkcN0YXRIPSZzZWxlY3Rpb25fYWRkcMnvdW50eT0meXNjX2FkZHIjb3VudHk9JnNlbGVjdGlvl93a2NvZGU9MDAzMDQwJnlzY193a2NvZGU9MDAzMDQwJTIwQ09OVEFNSU5BVEVEJTIwTUFURVJQUxTJTIwUkVNT1ZBTCZzZWxlY3Rpb25fZGZlZz0meXNjX2Rpc2M9JnNlbGVjdGlvl9uYWljcz0meXNjX25haWNzPSZzZWxlY3Rpb25fY3R5cGU9MA%3d%3d>

All removed paint and spent abrasive media shall be tested for lead following the SW-846 Toxicity Characteristic Leaching Procedure (TCLP) Method 1311 Extraction, as required in 40 CFR 261, Appendix 11, to determine whether it shall be disposed of as hazardous waste. Furnish the Engineer certified test reports showing TCLP results of the paint chips stored on site, with disposal in accordance with “Flowchart on Lead Waste Identification and Disposal” at: <https://ncdenr.s3.amazonaws.com/s3fs-public/document-library/Lead%20Disposal.pdf>

All sampling shall be done in presence of the Engineer’s representative.

The Competent Person shall obtain composite samples from each barrel of the wash water and waste generated by collecting two or more portions taken at regularly spaced intervals during accumulation. Composite the portions into one sample for testing purposes. Acquire samples after 10% or before 90% of the barrel has accumulated. The intent is to provide samples that are representative of widely separated portions, but not the beginning and end of wash water or waste accumulation.

Perform sampling by passing a receptacle completely through the discharge stream or by completely diverting the discharge into a sample container. If discharge of the wash water or waste is too rapid to divert the complete discharge stream, discharge into a container or

transportation unit sufficiently large to accommodate the flow and then accomplish the sampling in the same manner as described above.

Comply with the NCDEQ *Hazardous Waste Compliance Generator Manual*. Record quantities of waste by weight and dates of waste generation. Until test results are received, store all waste, and label as “NCDOT Bridge Paint Removal Waste - Pending Analysis” and include the date generated and contact information for the Engineer. Store waste containers in an enclosed, sealed, and secured storage container protected from traffic from all directions. Obtain approval for the protection plan for these containers from the Engineer. If adequate protection cannot be obtained by use of existing guardrail, provide the necessary supplies and equipment to maintain adequate protection. Once test results are received and characterized, label waste as either “Hazardous Waste - Pending Disposal” or “Paint Waste - Pending Disposal”.

Once the waste has been collected, and the quantities determined, prepare the appropriate shipping documents and manifests and present them to the Engineer. The Engineer will verify the type and quantity of waste and obtain a Provisional Environmental Protection Agency (EPA) ID number from:

Melodi Deaver
Division of Waste Management/Hazardous Waste Section
North Carolina Department of Environmental Quality
1646 Mail Service Center
Raleigh, NC 27699
Phone: (919) 707-8204, Email: melodi.deaver@ncdenr.gov

At the time of shipping, the Engineer will sign, date, and add the ID number in the appropriate section on the manifest. The maximum on-site storage time for collected waste shall be 90 calendar days. All waste whether hazardous or non-hazardous will require numbered shipping manifests. The cost for waste disposal (including lab and Provisional EPA ID number) is included in the bid price for this contract. Note NC Hazardous Waste Management Rules (15A NCAC 13A) for more information. Provisional EPA ID numbers may be obtained at: <https://deq.nc.gov/about/divisions/waste-management/hw/provisional-notification>

Testing labs shall be certified in accordance with North Carolina State Laboratory Public Health Environmental Sciences. List of certified laboratories may be obtained at: <https://slphreporting.ncpublichealth.com/Certification/CertifiedLaboratory.asp>

All test results shall be documented on the lab analysis as follows:

(A) For leachable lead:

(1) Soils/Solid/Liquid- EPA 1311/200.7/6010

Area sampling will be performed for the first two (2) days at each bridge location. The area sample will be located within five (5) feet of the containment and where the highest probability of leakage will occur (access door, etc.). Results from the area sampling will be given to the Engineer within 72 hours of sampling (excluding weekends). If the results

of the samples exceed $20 \mu\text{g}/\text{m}^3$ corrective measures shall be taken and monitoring shall be continued until two (2) consecutive sample results are less than $20 \mu\text{g}/\text{m}^3$.

Time Weighted Average (TWA) may suspend the work if there are visible emissions outside the containment enclosure or pump monitoring results exceeding the level of $30 \mu\text{g}/\text{m}^3$.

Where schools, housing and/or buildings are within 500 feet of the containment, the Contractor shall perform initial Total Suspended Monitoring (TSP) Lead monitoring for the first ten (10) days of the project during abrasive blasting, vacuuming and containment removal. Additional monitoring will be required during abrasive blasting two (2) days per month thereafter. Results of the TSP monitoring at any location shall not exceed $1.5 \mu\text{g}/\text{m}^3$.

EQUIPMENT MOBILIZATION

The equipment used in any travel lanes and paved shoulder shall be mobile equipment on wheels that has the ability to move on/off the roadway in less than 30 minutes. All work conducted in travel lanes shall be from truck or trailer supported platforms and all equipment shall be self-propelled or attached to a tow vehicle at all times.

QUALITY CONTROL INSPECTOR

Provide a quality control (QC) inspector in accordance with the SSPC QP guidelines to ensure that all processes, preparation, blasting and coating application are in accordance with the requirements of the contract. The inspector shall have written authority to perform QC duties to include continuous improvement of all QC internal procedures. The presence of the engineer or inspector at the work site shall in no way lessen the contractor's responsibility for conformity with the contract.

QUALITY ASSURANCE INSPECTOR

The quality assurance inspector which may be a Department employee or a designated representative of the Department shall observe, document, assess, and report that the Contractor is complying with all of the requirements of the contract. Inspectors employed by the Department are authorized to inspect all work performed and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. The inspector is not authorized to alter or waive the requirements of the contract. Each stage in preparing the structure to be coated which includes but not limited to washing, blasting, coating testing and inspection shall be inspected and approved by the Engineer or an authorized representative.

SUBLETTING OF CONTRACT

Only contractors certified to meet SSPC QP 2, Category A, and have successfully completed lead paint removal and field painting on all similar structures within 18 months prior to this bid are qualified for this work. Work is only sublet by approval of the Engineer.

LIMITS OF ZONE PAINTING

If any girder has excessive corrosion along its bottom flange, beyond the distance of 1.5 times the depth of the beam or girder, at the bearing, the area of the affected girder indicated on the plans, and other girders as directed by the Engineer, shall be cleaned in accordance with the requirements of System 5 painting system. The horizontal limits of zone painting shall extend 12" beyond the maximum horizontal extent of web/flange corrosion. The vertical limits of zone painting shall extend 3" beyond the maximum vertical extent of web corrosion.

Areas designated for zone coating shall be primed and coated in accordance with System 5 as outlined in Article 442-8 of the *Standard Specifications*.

System 5 is one coat of primer, one intermediate acrylic coat, one stripe coat of paint, and one topcoat of paint and over non-weathering steel surfaces cleaned to an SSPC SP-6 finish.

Painting shall be performed in accordance with Section 442 and Section 1080 of the *Standard Specifications*, and/ or these special provisions; the more restrictive requirement shall apply. Perform all mixing operations over an impervious surface with provisions to prevent runoff to grade of any spilled material.

PREPARATION OF SURFACES

Before any other surface preparation is conducted, all surfaces shall be power washed to remove dust, salts, dirt, and other contaminants. All wash water shall be contained, collected, and tested in accordance with the requirements of NCDOT Guidelines for Managing Bridge Wash Water. Obtain approval of the Engineer and allow all cleaned surfaces to dry to the touch and without standing water before beginning surface preparation or painting activities.

Surface preparation is done with materials meeting Article 1080-12 of the *Standard Specifications*. No silica sand or other silica materials are permitted for use. The profile shall be between 1.0 and 3.0 mils when measured on a smooth steel surface. Conduct and document at least two (2) tests per beam/girder and two (2) tests per span of diaphragms/cross bracing.

Spread tarpaulins over all pavements and surfaces underneath equipment used for abrasive blasting as well as equipment and containers used to collect abrasive media. This requirement will be enforced during activity and inactivity of equipment.

Before the Contractor departs from the work site at the end of the workday, collect all debris generated during surface preparation and all dust collector hoses, tarps or other appurtenances containing blasting residue in approved containers.

Clean a 3" x 3" area at each structure to demonstrate the specified finish, and the inspector will preserve this area by covering it with tape, plastic or some other suitable means so that it can be retained as the Dry Film Thickness (DFT) gauge adjustment standard. An acceptable alternative

is for the Contractor to provide a steel plate with similar properties and geometry as the substrate to be measured.

The contractor and or quality assurance representative shall notify the Engineer of any area of corroded steel that has lost more than 50% of its original thickness.

All parts of the bridges not to be painted and the travelling public shall be protected from overspray. Submit a plan to protect all parts of bridge that are not required to be painted and a plan to protect the traveling public and surrounding environment while applying all coats of paint to a structure.

Ensure that chloride levels on the surfaces are $7 \mu\text{g}/\text{cm}^2$ or lower using an acceptable sample method in accordance with SSPC Guide 15. The frequency of testing shall be two (2) tests per span after all surface preparation has been completed and immediately prior to painting. Select test areas representing the greatest amount of corrosion in the span as determined by the Engineers' representative. Additional testing may be required if significant amounts of chloride are detected.

All weld splatter, slag or other surface defects resulting in a raised surface above the final paint layer shall be removed prior to application of primer coat.

PAINTING OF STEEL

Paint System 5, as specified in these special provisions and Article 442-8 of the *Standard Specifications*, is to be used for this work. System 5 is one coat of primer, one intermediate acrylic coat, one stripe coat of paint, and one topcoat of paint over non-weathering steel surfaces blast-cleaned surfaces in accordance with SSPC-SP-6 (Commercial Blasting). Perform all mixing operations over an impervious surface with provisions to prevent runoff to grade of any spilled material. The contractor is responsible for reporting quantities of thinner purchased as well the amounts used. No container with thinner shall be left uncovered, when not in use.

Apply 2" stripe coat, by brush or roller only, to all exposed edges of steel including fasteners before applying the finish coat. Locate the edge or corner in the approximate center of the paint stripe.

Any area where newly applied paint fails to meet the specifications shall be repaired or replaced by the Contractor, at no additional cost to the Department. The Engineer approves all repair processes before the repair is made. Repaired areas shall meet the *Standard Specifications*. The Contractor applies an additional finish coat of paint to areas where the tape adhesion test is conducted.

MATERIALS

Only paint suppliers that have a NCDOT qualified inorganic zinc primer may furnish paints for this project. All paints applied to a structure shall be from the same supplier. Before any paints are applied the Contractor shall provide the Engineer a manufacturer's certification that each batch of paint meets the requirements of the applicable Section 1080 of the *Standard Specifications*.

Color of the paint shall match that of the existing paint on the structure steel.

The inspector randomly collects a one pint sample of each paint product used on the project. Additional samples may be collected as needed to verify compliance to the specifications.

Do not expose paint materials to rain, excessive condensation, long periods of direct sunlight, or temperatures above 110°F or below 40°F. In addition, the Contractor shall place a device that records the high, low, and current temperatures inside the storage location. Follow the manufacturer's storage requirements if more restrictive than the above requirements.

INSPECTION

Surface Preparation for System 5 shall be in accordance with SSPC SP-6. Any area(s) not meeting the requirements of SSPC SP-6 shall be remediated prior to application of coating. Surface inspection is considered ready for inspection when all blast abrasive, residue and dust is removed from surfaces to be coated.

(A) Quality Assurance Inspection

The Contractor furnishes all necessary OSHA approved apparatus such as ladders, scaffolds and platforms as required for the inspector to have reasonable and safe access to all parts of the work. The contractor illuminates the surfaces to be inspected to a minimum of 50-foot candles of light. All access points shall be illuminated to a minimum of 20-foot candles of light.

NCDOT reserves the right for ongoing Quality Assurance (QA) inspection to include but not limited to surface contamination testing, adhesion pull testing, and DFT readings as necessary to assure quality.

Inform the Engineer and the Division Safety Engineer of all scheduled and unannounced inspections from SSPC, OSHA, EPA and/or others that come on site. Furnish the Engineer a copy of all inspection reports except for reports performed by a third party and or consultant on behalf of the Contractor.

(B) Inspection Instruments

At a minimum, furnish the following calibrated instruments and conduct the following quality control tests:

- (1) Sling Psychrometer - ASTM E337 - bulb type
- (2) Surface Temperature Thermometer
- (3) Wind Speed Indicator
- (4) Tape Profile Tester - ASTM D4417 Method C
- (5) Surface Condition Standards - SSPC VIS-1 and VIS-3
- (6) Wet Film Thickness Gage - ASTM D4414

- (7) Dry Film Thickness Gage - SSPC-PA2 Modified
- (8) Solvent Rub Test Kit - ASTM D4752
- (9) Adhesion Test Kit - ASTM D3359 Method A (Tape Test)
- (10) Adhesion Pull test - ASTM D4541
- (11) Surface Contamination Analysis Kit or (Chloride Level Test Kit) SSPC Technology Guide 15

(C) Quality Control

Maintain a daily quality control record in accordance with Subarticle 442-12(D) of the *Standard Specifications* and make such records available at the job site for review by the inspector and submit to the Engineer as directed. In addition to the information required on Form M&T-610, submit all Dry Film Thickness (DFT) readings on a form equivalent to Form M&T-611. These forms can be found at:

<https://connect.ncdot.gov/resources/Materials/Pages/Materials-Manual-by-Material.aspx?Order=MM-03-02>

- (1) Measure DFT at each spot on the attached diagram and at the required number of locations as specified below:
 - (a) For span members less than 45 feet; three (3) random locations along each girder in each span.
 - (b) For span members greater than 45 feet; add one additional location for each additional ten (10) feet in span length.

DFT measurements for the prime coat shall not be taken for record until the zinc primer has cured in accordance with ASTM D4752 (MEK Rub Test) with no less than a four (4) resistance rating.

Stiffeners and other attachments to beams and or plate girders shall be measured at no less than five (5) random spots per span. Also, dry film thickness is measured at no less than six (6) random spots per span on diaphragms/cross frames.

Each spot is an average of three (3) to five (5) individual gage readings as defined in SSPC PA-2. No spot average shall be less than 80% of minimum DFT for each layer applied; this does not apply to stripe coat application. Spot readings that are non-conforming shall be re-assessed by performing additional spot measurements not to exceed one-foot intervals on both sides of the low areas until acceptable spot averages are obtained. These non-conforming areas shall be corrected by the Contractor prior to applying successive coats.

Less than 36" in height and/or bottom flanges less than 16" in width.

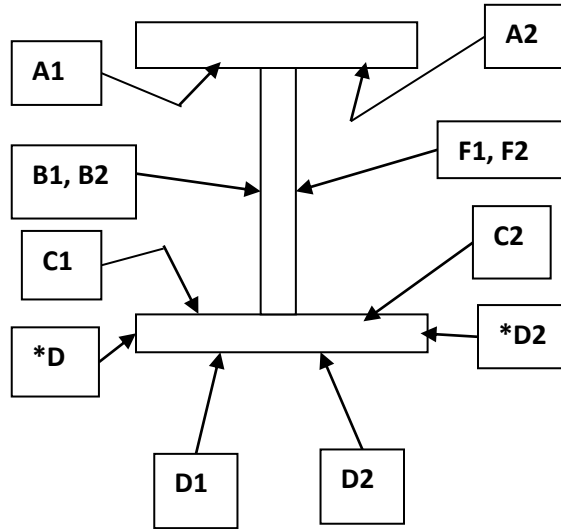
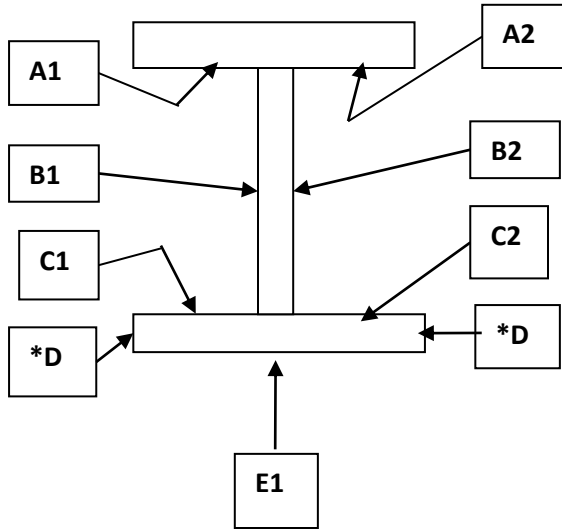
7 Spot Areas

21 Individual DFT Readings

36" in height or greater and/or bottom flanges greater than 16" in width.

10 Spot Areas

30 Individual DFT Readings



***D areas are only included when flange thickness is one inch (1") or greater.**

***D areas are only included when flange thickness is one inch (1") or greater.**

- (2) Two (2) random adhesion tests (1 test = 3 dollies) per span are conducted on interior surfaces in accordance with ASTM D4541 (Adhesion Pull Test) after the prime coat has been properly cured in accordance with ASTM D3363 (Pencil Hardness) with no less than 2H, and will be touched up by the Contractor. The required minimum average adhesion is 400 psi.
- (3) Cure of the intermediate and stripe coats shall be accessed by using the thumb test in accordance with ASTM D1640 (Curing Formation Test) prior to the application of any successive layers of paint.
- (4) One random Cut Tape adhesion test per span is conducted in accordance with ASTM D3359 (X-Cut Tape Test) on interior surface after the finish coat is cured. Repair areas shall be properly tapered and touched up by the Contractor.

ZONE PAINTING

If any girder has excessive corrosion along its bottom flange, beyond the distance of 1.5 times the depth of the beam or girder, at the bearing, the area of the affected girder indicated on the plans, and other girders as directed by the Engineer, shall be cleaned in accordance with the requirements of System 5 painting system. The horizontal limits of zone painting shall extend 12” beyond the maximum horizontal extent of web/flange corrosion. The vertical limits of zone painting shall extend 3” beyond the maximum vertical extent of web corrosion.

Areas designated for zone coating shall be primed and coated in accordance with System 5 as outlined in the *Structural Steel Shop Coatings Program*.

System 5 is one coat of primer, one intermediate acrylic coat, one stripe coat of paint, and one topcoat of paint and over non-weathering steel surfaces cleaned to an SSPC SP-6 finish.

Painting shall be performed in accordance with Section 442 and Section 1080 of the *Standard Specifications*, and/ or these special provisions; the more restrictive requirement shall apply. Perform all mixing operations over an impervious surface with provisions to prevent runoff to grade of any spilled material.

SAFETY AND ENVIRONMENTAL COMPLIANCE PLANS

Personnel access boundaries are delineated for each work site using signs, tape, cones, or other approved means. Submit copies of safety and environmental compliance plans that comply with SSPC QP 2 Certification requirements.

HEALTH AND SAFETY RESPONSIBILITIES

This project may involve toxic metals such as arsenic, lead, cadmium and hexavalent chromium. It is the contractor’s responsibility to test for toxic metals and if found, comply with the OSHA regulations, which may include medical testing.

Ensure a “Competent Person” as defined in OSHA 29 CFR 1926.62; one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them; is on site during all surface preparation activities and monitors the effectiveness of containment, dust collection systems and waste sampling. Before any work begins, provide a written summary of the Competent Person’s safety training.

Comply with Subarticle 442-14(B) of the *Standard Specifications*.

Comply with Subarticle 442-14(D) of the *Standard Specifications*. Ensure employee blood sampling test results are less than 50 micrograms per deciliter. Remove employees with a blood sampling test of 50 or more micrograms per deciliter from work activities involving any lead exposure.

An employee who has been removed with a blood level of 50 micrograms per deciliter or more shall have two (2) consecutive blood sampling tests spaced one week apart indicating that the employee's blood lead level is at or below 40 micrograms per deciliter before returning to work activities involving any lead exposure.

All OSHA recordable accidents that occur during the project duration are to be reported to the Engineer within twenty-four (24) hours of occurrence. In addition, for accidents that involve civilians or property damage that occurs within the work zone the Division Safety Engineer shall be notified immediately.

Prior to blasting operations, the Contractor shall have an operational OSHA approved hand wash station at each bridge location and a decontamination trailer at each bridge or between bridges unless the work is on the roadway, or the Contractor shall show reason why it is not feasible to do so and provide an alternative site as approved by the Engineer. The Contractor shall assure that all employees whose airborne exposure to lead is above the Permissible Exposure Limit (PEL) shall shower at the end of their work shift.

STORAGE OF PAINT AND EQUIPMENT

Provide a location for materials, equipment, and waste storage. Spread tarpaulins over all pavements and surfaces underneath equipment used for abrasive recycling and other waste handling equipment or containers. All land and or lease agreements that involve private property shall disclose to the property owner that heavy metals may be present on the Contractor's equipment. Prior to storing the Contractor's equipment on private property, provide a notarized written consent signed by the land owner received by the Engineer at least forty-eight (48) hours before using property. All storage of paint, solvents, and other materials applied to structures shall be stored in accordance with Subarticle 442-9(C) of the *Standard Specifications* or the manufacturers' requirements. The more restrictive requirements will apply.

UTILITIES

Protect all utility lines or mains that may be supported on, under, or adjacent to bridge work sites from damage and paint overspray.

MEASUREMENT AND PAYMENT

The cost of inspection, surface preparation and repainting the existing structure is included in the lump sum price bid for *Cleaning and Painting Existing Weathering Steel for Bridge #___*. This price is full compensation for furnishing all inspection equipment, all paint, cleaning abrasives, cleaning solvents and all other materials; preparing and cleaning surfaces to be painted; applying paint in the field; protecting work area, traffic and property; furnishing blast cleaning equipment, paint spraying equipment, brushes, rollers, any other hand or power tools and any other equipment.

Pollution Control will be paid at the contract lump sum price which will be full compensation for all collection, handling, storage, air monitoring, and disposal of debris and wash water, all personal protective equipment, and all personal hygiene requirements, and all equipment, material and labor necessary for the daily collection of the blast debris into specified containers;

and any measures necessary to ensure conformance to all safety and environmental regulations as directed by the Engineer.

Painting Containment for Bridge #___ will be paid at the lump sum contract price and will be full compensation for the design, materials, installation, maintenance, and removal of the containment system.

Payment will be made under:

Pay Item	Pay Unit
Cleaning and Painting Existing Weathering Steel for Bridge #___	Lump Sum
Pollution Control	Lump Sum
Painting Containment for Bridge #___	Lump Sum

SCOPE OF WORK

Bridge #46: This bridge was built in 1982 and carries US 29 & US 74 over I-85N. The superstructure consists of 3 spans with 7 lines of Steel Plate Girders @ 7'-6" spacing with steel cross frames. Spans A and C consist of steel plate girders that flare from a 36" web to a 51" web with top and bottom flange width of 12". Span B consists of steel plate girders with a 51" web and 14" top flange width and 17" bottom flange width. The bridge has an overall length of 209'-6" with a concrete deck and a 48'-0" total deck width. The existing paint system is weathering steel, and the estimated area to be cleaned and painted is **4662** sq. ft.

Bridge #314: This bridge was built in 1982 and carries US 29 & US 74W over I-85S. The superstructure consists of 3 spans of Steel Girders with steel cross frames. Span A consists of 8 lines of W27x84 Beams with a haunch and spaced at 10'-2 11/16" at End Bent 1 and 9'-4 5/8" at Bent 1. Span B consists of 7 lines of Steel Plate Girders with a 56" Web with top flange width of 18" and a bottom flange that transitions from 16" to 18" and back to 16". Span C consists of 7 lines of W27x102 Beams with a haunch and spaced at 9' 6 7/16" at Bent 2 and 9'-3 7/8" at End Bent 2. The bridge has an overall length of 202'-0" with a concrete deck of varied width. The existing paint system is weathering steel, and the estimated area to be cleaned and painted is **5560** sq. ft.

Bridge #86: This bridge was built in 1983 and carries US 74E over I-85N. The superstructure consists of 3 spans with 6 lines of Steel Plate Girders @ 7'-7" spacing with steel cross frames. Span A and C consist of Steel Plate Girders that flare from a 36" web to a 69" web with top and bottom flange width of 12". Span B consists of Steel Plate Girders with a 69" web and 17" top flange width and 21" bottom flange width. The bridge has an overall length of 250'-10 7/16"

with a concrete deck and a 40'-0" total deck width. The existing paint system is weathering steel, and the estimated area to be cleaned and painted is **5290** sq. ft.

EPOXY RESIN INJECTION**(2-11-19)****GENERAL**

For repairing cracks, an applicator certified by the manufacturer of epoxy injection system to be used is required to perform the epoxy resin injection. The Contractor shall submit documentation that indicates the firm, supervisor and the workmen have completed an instruction program in the methods of restoring concrete structures utilizing the epoxy injection process and have five (5) years of relative experience with a record of satisfactory performance on similar projects.

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

SCOPE OF WORK

Using Epoxy Resin Injection, repair all cracks 5 mils (125 μ m) wide or greater in the interior bent diaphragms and cantilevered portion of the superstructure deck.

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

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.

TESTING

The North Carolina Department of Transportation Materials and Tests Unit will obtain cores from the repaired concrete for testing. If the failure plane is located at the repaired crack, a minimum compressive strength of 3,000 psi is required of these cores.

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	6,000 – 8,000
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 seven (7) days at 77 ± 3°F unless otherwise specified, has the following properties:

	Test Method	Specification Requirements
Ultimate Tensile Strength	ASTM D638	7,000 psi (min.)
Tensile Elongation at Break	ASTM D638	4% max.
Flexural Strength	ASTM D790	10,000 psi (min.)
Flexural Modulus	ASTM D790	3.5 x 10 ⁵ psi
Compressive Yield Strength	ASTM D695	11,000 psi (min.)
Compressive Modulus	ASTM D695	2.0 - 3.5 x 10 ⁵ psi
Heat Deflection Temperature Cured 28 days @ 77 ± 3°F	ASTM D648*	125°F min. 135°F min.
Slant Shear Strength, 5,000 psi (34.5 MPa) compressive strength	AASHTO T237	

concrete		
Cured 3 days @ 40°F wet concrete		3,500 psi (min.)
Cured 7 days @ 40°F wet concrete		4,000 psi (min.)
Cured 1 day @ 77°F dry concrete		5,000 psi (min.)
* Cure test specimens so the peak exothermic temperature 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).

EQUIPMENT FOR INJECTION

Use portable positive displacement type pumps with interlock to provide positive ratio control of exact proportions of the two (2) components at the nozzle to meter and mix the two (2) 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 $\pm 5\%$ 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.

PREPARATION

Follow these steps prior to injecting the epoxy resin:

- (A) 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.
- (B) Provide entry ports along the crack at intervals not less than the thickness of the concrete at that location, unless otherwise directed by the Engineer.
- (C) Apply surface seal material to the face of the crack between the entry ports. For through cracks, apply surface seal to both faces.
- (D) Allow enough time for the surface seal material to gain adequate strength before proceeding with the injection.

EPOXY INJECTION

Before epoxy adhesive injection occurs, the Contractor shall test discharge one pint of epoxy to calibrate the equipment and to demonstrate that the workmen and equipment are working properly.

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. Any stoppage of injection for more than 15 minutes shall result in the injection equipment being cleaned, at no additional cost to the Department, before resuming injection.

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

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.

Drill 4" diameter cored holes of the cured epoxy to the full depth of the crack to verify the cracks has been completely filled with epoxy. Three (3) cored holes are required for every 100 linear feet of crack to be injected, or as directed by the Engineer. The cored holes will be filled with Type 3 grout in accordance with Section 1003 of the *Standard Specifications*.

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.

BASIS OF PAYMENT

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

Pay Item**Pay Unit**

Epoxy Resin Injection

Linear Foot

DECK DRAIN REPAIR**(SPECIAL)****GENERAL**

The work covered by this special provision consists of furnishing and replacing existing deck drains. All materials, labor, equipment, and incidentals necessary for the proper replacement of the deck drains are included.

The Contractor shall remove all debris materials extracted from the drainage system from the work site and properly dispose of it.

MATERIALS

Replacement deck drains and closet flanges shall be PVC Minimum Schedule 40 pipe.

Concrete used to install replacement deck drain pipe shall follow the special provision Concrete for Deck Repairs.

Epoxy to coat adjacent deck concrete shall be Type 4A following Article 1081-1 of the *Standard Specifications*.

DECK DRAIN EXTENSIONS

If plans call for the deck drain to be extended only, without the removal and replacement of a new deck drain pipe in the existing deck, then connect the PVC drain pipe extension to the existing deck underside with a PVC closet flange.

The PVC closet flange and deck drain extension shall be sized to fit over the existing deck drain pipe with the closest commonly manufactured size.

The Contractor shall grind the bottom of the deck underside around the existing deck drains to mount the closet flanges level.

A 6 inch perimeter around the existing deck drains shall be epoxy coated on the deck underside, along with the existing deck drain prior to the installation of the closet flange.

Offset hangers may be required to support the new PVC deck drain extensions. Offset hangers typically are attached to the exterior beam or girder of the superstructure. Welded connections for offset hangers to steel girders should be avoided when possible.

SHOP DRAWINGS

Submit working drawings to the Engineer for review, comments, and acceptance. Show complete details drawn to scale and include:

- (A) Procedure for removing existing deck drains.
- (B) Containment plan to prevent materials from falling off the bridge.
- (C) Procedure for installing the deck drain replacement or deck drain extension.
- (D) Offset Hangers:
 - (1) Material of offset hanger.
 - (2) Size and shape of offset hanger.
 - (3) Connection details of offset hanger.
 - (4) Calculations signed and sealed by a North Carolina licensed Professional Engineer, showing the force (in kips) that the offset hangers can resist both horizontally and vertically.
- (E) Procedure for debris removal and disposal.

Have someone other than the person who prepares the drawing check all detailed drawings and include the initials of both the drafter and checker on each sheet of the drawings. The Engineer returns unchecked drawings to the Contractor. Provide all completed drawings two (2) weeks in advance of the scheduled installation time for the expansion joint seal repair.

INSTALLATION

Provide a 6 inch offset around the existing deck drains to establish the repair area for Class III surface preparation. The repair area shall be squared off and receive a ½” deep perimeter saw cut prior to concrete removal. The removal of the existing drain pipe will be included in the repair area for Class III surface preparation.

The Contractor shall use caution not to damage existing steel reinforcement in the deck.

Shear studs shall be connected to the top of the new PVC deck drain pipe to anchor it into the freshly placed concrete in the established repair areas. The diameter of the new PVC deck drain pipe shall be the closest commonly manufactured size as the existing deck drain pipe, with a minimum inside diameter of 4 inches. The new PVC deck drain pipe shall extend a minimum of 9 inches below the bottom of the superstructure, unless noted otherwise.

Offset hangers may be required to support the new PVC deck drain pipe. Offset hangers typically are attached to the exterior beam or girder of the superstructure. Welded connections for offset hangers to steel girders should be avoided when possible.

After the newly placed concrete has cured, the repair area on the top of deck shall be epoxy coated. The epoxy coating shall extend beyond the limits of the repair area by 3” on all sides. Epoxy coating the repair area is not required when the deck surface is to receive deck sealant treatment or an overlay.

BASIS OF PAYMENT

Deck Drain Repair will be measured and paid for each deck drain location at the contract unit bid price and will be full compensation for furnishing all material, labor, tools, and equipment necessary for the deck drain replacement, containment, offset hangers, and removal and disposal of debris.

Payment will be made under:

Pay Item	Pay Unit
Deck Drain Repair	Each

GROUT FOR STRUCTURES**(12-1-17)****1. DESCRIPTION**

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

2. MATERIAL REQUIREMENTS

Unless otherwise noted on the plans, use a Type 3 Grout in accordance with Section 1003 of the Standard Specifications.

Initial setting time shall not be less than 10 minutes when tested in accordance with ASTM C266.

Construction loading and traffic loading shall not be allowed until the 3 day compressive strength is achieved.

3. SAMPLING AND PLACEMENT

Place and maintain components in final position until grout placement is complete and accepted. Concrete surfaces to receive grout shall be free of defective concrete, laitance, oil, grease and other foreign matter. Saturate concrete surfaces with clean water and remove excess water prior to placing grout.

4. BASIS OF PAYMENT

No separate payment will be made for "Grout for Structures". The cost of the material, equipment, labor, placement, and any incidentals necessary to complete the work shall be considered incidental to the structure item requiring grout.

County : Mecklenburg, Gaston

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	978 SF		
0003	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	271 SF		
0004	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	16 SF		
0005	4415000000-N	1115	FLASHING ARROW BOARD	3 EA		
0006	4422000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)	60 DAY		
0007	4430000000-N	1130	DRUMS	180 EA		
0008	4445000000-E	1145	BARRICADES (TYPE III)	24 LF		
0009	4480000000-N	1165	TMA	2 EA		
0010	4516000000-N	1180	SKINNY DRUM	80 EA		
0011	4770000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (I)	4,225 LF		
0012	4775000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (6") (I)	2,377 LF		
0013	4785000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (12") (I)	365 LF		
0014	4855000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (6")	38 LF		
0015	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	94 EA		
0016	5255000000-N	1413	PORTABLE LIGHTING	Lump Sum	L.S.	

County : Mecklenburg, Gaston

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
STRUCTURE ITEMS						
0017	8161000000-E	420	GROOVING BRIDGE FLOORS	34,646 SF		
0018	8296000000-N	442	POLLUTION CONTROL	Lump Sum	L.S.	
0019	8559000000-E	SP	CLASS II, SURFACE PREPARATION	13.4 SY		
0020	8660000000-E	SP	CONCRETE REPAIRS	2.6 CF		
0021	8664000000-E	SP	SHOTCRETE REPAIRS	424 CF		
0022	8678000000-E	SP	EPOXY RESIN INJECTION	11.5 LF		
0023	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING AND PAINTING EXISTING WEATHERING STEEL FOR BRIDGE #350046	Lump Sum	L.S.	
0024	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING AND PAINTING EXISTING WEATHERING STEEL FOR BRIDGE #350086	Lump Sum	L.S.	
0025	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING AND PAINTING EXISTING WEATHERING STEEL FOR BRIDGE #350314	Lump Sum	L.S.	
0026	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR BRIDGE #350046	Lump Sum	L.S.	
0027	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR BRIDGE #350086	Lump Sum	L.S.	
0028	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR BRIDGE #350314	Lump Sum	L.S.	
0029	8860000000-N	SP	GENERIC STRUCTURE ITEM VOLUMETRIC MIXER	Lump Sum	L.S.	
0030	8867000000-E	SP	GENERIC STRUCTURE ITEM FOAM JOINT SEALS FOR PRESERVA- TION	357.1 LF		
0031	8867000000-E	SP	GENERIC STRUCTURE ITEM POURABLE SILICONE JOINT SEAL- ANT	697.8 LF		

County : Mecklenburg, Gaston

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0032	8881000000-E	SP	GENERIC STRUCTURE ITEM LATEX MODIFIED CONCRETE OVER- LAY - VERY EARLY STRENGTH	172.3 CY		
0033	8882000000-E	SP	GENERIC STRUCTURE ITEM ELASTOMERIC CONCRETE FOR PRES- ERVATION	179.6 CF		
0034	8889000000-E	SP	GENERIC STRUCTURE ITEM BEAM REPAIR PLATING	495 LB		
0035	8889000000-E	SP	GENERIC STRUCTURE ITEM BOLTED BEAM REPAIR	504 LB		
0036	8892000000-E	SP	GENERIC STRUCTURE ITEM BRIDGE JOINT DEMOLITION	718.9 SF		
0037	8892000000-E	SP	GENERIC STRUCTURE ITEM EPOXY COATING	1,832.4 SF		
0038	8892000000-E	SP	GENERIC STRUCTURE ITEM SILANE BARRIER RAIL TREATMENT	7,397.9 SF		
0039	8892000000-E	SP	GENERIC STRUCTURE ITEM SILANE SUBSTRUCTURE TREATMENT	743.1 SF		
0040	8892000000-E	SP	GENERIC STRUCTURE ITEM SURFACE PREPARATION FOR CON- CRETE BARRIER	7,397.9 SF		
0041	8892000000-E	SP	GENERIC STRUCTURE ITEM SURFACE PREPARATION FOR CON- CRETE SUBSTRUCTURE	743.1 SF		
0042	8893000000-E	SP	GENERIC STRUCTURE ITEM HYDRO-DEMOLITION OF BRIDGE DECK	4,178 SY		
0043	8893000000-E	SP	GENERIC STRUCTURE ITEM PLACING & FINISHING OF LATEX MODIFIED CONCRETE OVERLAY - VERY EARLY STRENGTH	4,178 SY		
0044	8893000000-E	SP	GENERIC STRUCTURE ITEM SCARIFYING BRIDGE DECK	4,178 SY		
0045	8893000000-E	SP	GENERIC STRUCTURE ITEM SHOTBLASTING BRIDGE DECK	5,376.5 SY		

County : Mecklenburg, Gaston

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0046	8893000000-E	SP	GENERIC STRUCTURE ITEM SILANE DECK TREATMENT	5,376.5 SY		
0047	8897000000-N	SP	GENERIC STRUCTURE ITEM DECK DRAIN REPAIR	1 EA		
0048	8897000000-N	SP	GENERIC STRUCTURE ITEM STEEL BEARING KEEPER ANGLE AS- SEMBLY	3 EA		
1200/Feb09/Q88350.6/D351187100000/E48			Total Amount Of Bid For Entire Project :			

Vendor 1 of 3: REEVES CONSTRUCTION COMPANY (3747)
Call Order 011 (Proposal: C204452)

Bid Information

Proposal County: GASTON MECKLENBURG
Vendor Address:
Signature Check: Roy Smith Helms
Time Bid Received: March 15, 2022 12:51 PM
Amendment Count: 0

Bid Checksum: 609F56E8A9
Bid Total: \$4,205,497.33
Items Total: \$4,205,497.33
Time Total: \$0.00

Bidding Errors:

None.

DBE Goal: 0.0%
Participation Submitted: 0.0% Submitted

Vendor 1 of 3: REEVES CONSTRUCTION COMPANY (3747)
Call Order 011 (Proposal: C204452)

Bid Bond Information

Projects:	Bond Maximum:
Counties:	State of Incorporation: MA
Bond ID: A8BC-7F7D-F2A6-B03D	Agency Execution Date: 2022-03-03T00
Paid by Check: No	Surety Name: SuretyWave
Bond Percent: 5%	Bond Agency Name: Liberty Mutual Insurance Company

Letting: L220315
03/15/2022 02:00:00 PM

North Carolina Department of Transportation
3747 - Reeves Construction Company

Contract ID: C204452
Call: 011

BondID: A8BC-7F7D-F2A6-B03D

Surety Registry Agency: SuretyWave

Verified?: 1

Surety Agency: Liberty Mutual Insurance Company

Bond Execution Date: 2022-03-03T00:00:00

Line Number	Item Number	Quantity	Unit	Unit Price	Extension Price
Section 0001 ROADWAY ITEMS					
0001	0000100000-N MOBILIZATION	1.000	LS	\$209,000.0000	\$209,000.00
0002	4400000000-E WORK ZONE SIGNS (STATIONARY)	978.000	SF	\$10.0000	\$9,780.00
0003	4405000000-E WORK ZONE SIGNS (PORTABLE)	271.000	SF	\$17.4400	\$4,726.24
0004	4410000000-E WORK ZONE SIGNS (BARRICADE MOUNTED)	16.000	SF	\$17.4400	\$279.04
0005	4415000000-N FLASHING ARROW BOARD	3.000	EA	\$5,000.0000	\$15,000.00
0006	4422000000-N PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)	60.000	DAY	\$85.0000	\$5,100.00
0007	4430000000-N DRUMS	180.000	EA	\$95.0000	\$17,100.00
0008	4445000000-E BARRICADES (TYPE III)	24.000	LF	\$45.0000	\$1,080.00
0009	4480000000-N TMA	2.000	EA	\$40,000.0000	\$80,000.00
0010	4516000000-N SKINNY DRUM	80.000	EA	\$60.0000	\$4,800.00
0011	4770000000-E COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (I)	4225.000	LF	\$8.3500	\$35,278.75
0012	4775000000-E COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (6") (I)	2377.000	LF	\$11.6000	\$27,573.20
0013	4785000000-E COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (12") (I)	365.000	LF	\$16.0000	\$5,840.00
0014	4855000000-E REMOVAL OF PAVEMENT MARKING LINES (6")	38.000	LF	\$2.0000	\$76.00
0015	4900000000-N PERMANENT RAISED PAVEMENT MARKERS	94.000	EA	\$7.0000	\$658.00
0016	5255000000-N PORTABLE LIGHTING	1.000	LS	\$200,000.0000	\$200,000.00
Section 0001 Total					\$616,291.23
Section 0004 STRUCTURE ITEMS					
0017	8161000000-E GROOVING BRIDGE FLOORS	34646.000	SF	\$1.2500	\$43,307.50
0018	8296000000-N POLLUTION CONTROL	1.000	LS	\$15,000.0000	\$15,000.00
0019	8559000000-E CLASS II, SURFACE PREPARATION	13.400	SY	\$600.0000	\$8,040.00
0020	8660000000-E CONCRETE REPAIRS	2.600	CF	\$3,000.0000	\$7,800.00
0021	8664000000-E	424.000	CF	\$850.0000	\$360,400.00

SHOTCRETE REPAIRS

0022	8678000000-E		11.500 LF		\$275.0000	\$3,162.50
		EPOXY RESIN INJECTION				
0023	8860000000-N		1.000 LS		\$150,000.0000	\$150,000.00
		GENERIC STRUCTURE BRIDGE	ITEM #350046	CLEANING AND PAINTING EXISTING WEATHERING STEEL FOR		
0024	8860000000-N		1.000 LS		\$150,000.0000	\$150,000.00
		GENERIC STRUCTURE BRIDGE	ITEM #350086	CLEANING AND PAINTING EXISTING WEATHERING STEEL FOR		
0025	8860000000-N		1.000 LS		\$150,000.0000	\$150,000.00
		GENERIC STRUCTURE BRIDGE	ITEM #350314	CLEANING AND PAINTING EXISTING WEATHERING STEEL FOR		
0026	8860000000-N		1.000 LS		\$50,000.0000	\$50,000.00
		GENERIC STRUCTURE	ITEM #350046	PAINTING CONTAINMENT FOR BRIDGE		
0027	8860000000-N		1.000 LS		\$50,000.0000	\$50,000.00
		GENERIC STRUCTURE	ITEM #350086	PAINTING CONTAINMENT FOR BRIDGE		
0028	8860000000-N		1.000 LS		\$50,000.0000	\$50,000.00
		GENERIC STRUCTURE	ITEM #350314	PAINTING CONTAINMENT FOR BRIDGE		
0029	8860000000-N		1.000 LS		\$40,800.0000	\$40,800.00
		GENERIC STRUCTURE	ITEM	VOLUMETRIC MIXER		
0030	8867000000-E		357.100 LF		\$175.0000	\$62,492.50
		GENERIC STRUCTURE	ITEM	FOAM JOINT SEALS FOR PRESERVA-TION		
0031	8867000000-E		697.800 LF		\$100.0000	\$69,780.00
		GENERIC STRUCTURE	ITEM	POURABLE SILICONE JOINT SEAL- ANT		
0032	8881000000-E		172.300 CY		\$1,250.0000	\$215,375.00
		GENERIC STRUCTURE	ITEM	LATEX MODIFIED CONCRETE OVER- LAY - VERY EARLY STRENGTH		
0033	8882000000-E		179.600 CF		\$900.0000	\$161,640.00
		GENERIC STRUCTURE	ITEM	ELASTOMERIC CONCRETE FOR PRES-ERVATION		
0034	8889000000-E		495.000 LB		\$180.0000	\$89,100.00
		GENERIC STRUCTURE	ITEM	BEAM REPAIR PLATING		
0035	8889000000-E		504.000 LB		\$160.0000	\$80,640.00
		GENERIC STRUCTURE	ITEM	BOLTED BEAM REPAIR		
0036	8892000000-E		718.900 SF		\$150.0000	\$107,835.00
		GENERIC STRUCTURE	ITEM	BRIDGE JOINT DEMOLITION		
0037	8892000000-E		1832.400 SF		\$42.0000	\$76,960.80
		GENERIC STRUCTURE	ITEM	EPOXY COATING		
0038	8892000000-E		7397.900 SF		\$19.0000	\$140,560.10
		GENERIC STRUCTURE	ITEM	SILANE BARRIER RAIL TREATMENT		
0039	8892000000-E		743.100 SF		\$7.0000	\$5,201.70
		GENERIC STRUCTURE	ITEM	SILANE SUBSTRUCTURE TREATMENT		
0040	8892000000-E		7397.900 SF		\$25.0000	\$184,947.50
		GENERIC STRUCTURE	ITEM	SURFACE PREPARATION FOR CON- CRETE BARRIER		
0041	8892000000-E		743.100 SF		\$5.0000	\$3,715.50
		GENERIC STRUCTURE	ITEM	SURFACE PREPARATION FOR CON- CRETE SUBSTRUCTURE		
0042	8893000000-E		4178.000 SY		\$100.0000	\$417,800.00
		GENERIC STRUCTURE	ITEM	HYDRO-DEMOLITION OF BRIDGE DECK		
0043	8893000000-E		4178.000 SY		\$118.0000	\$493,004.00
		GENERIC STRUCTURE	ITEM	PLACING & FINISHING OF LATEX MODIFIED CONCRETE OVERLAY - VERY EARLY STRENGTH		
0044	8893000000-E		4178.000 SY		\$20.0000	\$83,560.00

GENERIC STRUCTURE ITEM SCARIFYING BRIDGE DECK				
0045	8893000000-E	5376.500 SY	\$28.0000	\$150,542.00
GENERIC STRUCTURE ITEM SHOTBLASTING BRIDGE DECK				
0046	8893000000-E	5376.500 SY	\$28.0000	\$150,542.00
GENERIC STRUCTURE ITEM SILANE DECK TREATMENT				
0047	8897000000-N	1.000 EA	\$5,000.0000	\$5,000.00
GENERIC STRUCTURE ITEM DECK DRAIN REPAIR				
0048	8897000000-N	3.000 EA	\$4,000.0000	\$12,000.00
GENERIC STRUCTURE ITEM STEEL BEARING KEEPER ANGLE AS-SEMBLY				
Section 0004 Total				\$3,589,206.10
Item Total				\$4,205,497.33

ELECTRONIC BID SUBMISSION

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

=====

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

The prequalified bidder declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States 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 any bid or contract, that the prequalified bidder has not been convicted of violating N.C.G.S. §133-24 within the last three years, and that the prequalified bidder intends to do the work with his own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting 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.

DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER

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 that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms covered transaction, debarred, suspended, ineligible, lower tier

covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.

3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.

4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal- Aid Provision titled Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273) provided by the Department, without subsequent modification, in all lower tier covered transactions.

5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.

6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

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

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

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

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

e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

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

EXPLANATION:

=====

Award Limits on Multiple Projects

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects? **Yes** **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 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

Contract Number
County

Contract Number
County

Contract Number
County

Contract Number
County

Contract Number
County

It is agreed that if I am (we are) the low Bidder(s) on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated

that have a total value not to exceed the award limit and will result in the lowest total bids to the Department of Transportation.

THIS PROPOSAL CONTAINS THE FOLLOWING ERRORS/WARNINGS (IF ANY)

This Bid contains 0 amendment files

Electronic Bid Submission

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

I hereby certify that I have the authority to submit this bid.

Signature _____

Agency _____

Date _____

Signature _____

Agency _____

Date _____

Signature _____

Agency _____

Date _____

Attachments

Failure to complete and attach the Fuel Usage Factor Adjustment Form will result in using 2.90 gallons per ton as the Fuel Usage Factor for Diesel for the asphalt items included on the form. The contractor will not be permitted to change the option after the bids are submitted.

NOTE: The maximum upload limit is 5 MB.

Verify

Contract Item Sheets For C204452

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum LS	209,000.00	209,000.00
0002	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	978 SF	10.00	9,780.00
0003	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	271 SF	17.44	4,726.24
0004	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	16 SF	17.44	279.04
0005	4415000000-N	1115	FLASHING ARROW BOARD	3 EA	5,000.00	15,000.00
0006	4422000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)	60 DAY	85.00	5,100.00
0007	4430000000-N	1130	DRUMS	180 EA	95.00	17,100.00
0008	4445000000-E	1145	BARRICADES (TYPE III)	24 LF	45.00	1,080.00
0009	4480000000-N	1165	TMA	2 EA	40,000.00	80,000.00
0010	4516000000-N	1180	SKINNY DRUM	80 EA	60.00	4,800.00
0011	4770000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (I)	4,225 LF	8.35	35,278.75
0012	4775000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (6") (I)	2,377 LF	11.60	27,573.20
0013	4785000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (12") (I)	365 LF	16.00	5,840.00
0014	4855000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (6")	38 LF	2.00	76.00
0015	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	94 EA	7.00	658.00
0016	5255000000-N	1413	PORTABLE LIGHTING	Lump Sum LS	200,000.00	200,000.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0017	8161000000-E	420	GROOVING BRIDGE FLOORS	34,646 SF	1.25	43,307.50
0018	8296000000-N	442	POLLUTION CONTROL	Lump Sum LS	15,000.00	15,000.00
0019	8559000000-E	SP	CLASS II, SURFACE PREPARATION	13.4 SY	600.00	8,040.00
0020	8660000000-E	SP	CONCRETE REPAIRS	2.6 CF	3,000.00	7,800.00
0021	8664000000-E	SP	SHOTCRETE REPAIRS	424 CF	850.00	360,400.00
0022	8678000000-E	SP	EPOXY RESIN INJECTION	11.5 LF	275.00	3,162.50
0023	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING AND PAINTING EXISTING WEATHERING STEEL FOR BRIDGE #350046	Lump Sum LS	150,000.00	150,000.00
0024	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING AND PAINTING EXISTING WEATHERING STEEL FOR BRIDGE #350086	Lump Sum LS	150,000.00	150,000.00
0025	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING AND PAINTING EXISTING WEATHERING STEEL FOR BRIDGE #350314	Lump Sum LS	150,000.00	150,000.00
0026	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR BRIDGE #350046	Lump Sum LS	50,000.00	50,000.00
0027	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR BRIDGE #350086	Lump Sum LS	50,000.00	50,000.00
0028	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR BRIDGE #350314	Lump Sum LS	50,000.00	50,000.00
0029	8860000000-N	SP	GENERIC STRUCTURE ITEM VOLUMETRIC MIXER	Lump Sum LS	40,800.00	40,800.00
0030	8867000000-E	SP	GENERIC STRUCTURE ITEM FOAM JOINT SEALS FOR PRESERVA- TION	357.1 LF	175.00	62,492.50
0031	8867000000-E	SP	GENERIC STRUCTURE ITEM POURABLE SILICONE JOINT SEAL- ANT	697.8 LF	100.00	69,780.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0032	8881000000-E	SP	GENERIC STRUCTURE ITEM LATEX MODIFIED CONCRETE OVER- LAY - VERY EARLY STRENGTH	172.3 CY	1,250.00	215,375.00
0033	8882000000-E	SP	GENERIC STRUCTURE ITEM ELASTOMERIC CONCRETE FOR PRES- ERVATION	179.6 CF	900.00	161,640.00
0034	8889000000-E	SP	GENERIC STRUCTURE ITEM BEAM REPAIR PLATING	495 LB	180.00	89,100.00
0035	8889000000-E	SP	GENERIC STRUCTURE ITEM BOLTED BEAM REPAIR	504 LB	160.00	80,640.00
0036	8892000000-E	SP	GENERIC STRUCTURE ITEM BRIDGE JOINT DEMOLITION	718.9 SF	150.00	107,835.00
0037	8892000000-E	SP	GENERIC STRUCTURE ITEM EPOXY COATING	1,832.4 SF	42.00	76,960.80
0038	8892000000-E	SP	GENERIC STRUCTURE ITEM SILANE BARRIER RAIL TREATMENT	7,397.9 SF	19.00	140,560.10
0039	8892000000-E	SP	GENERIC STRUCTURE ITEM SILANE SUBSTRUCTURE TREATMENT	743.1 SF	7.00	5,201.70
0040	8892000000-E	SP	GENERIC STRUCTURE ITEM SURFACE PREPARATION FOR CON- CRETE BARRIER	7,397.9 SF	25.00	184,947.50
0041	8892000000-E	SP	GENERIC STRUCTURE ITEM SURFACE PREPARATION FOR CON- CRETE SUBSTRUCTURE	743.1 SF	5.00	3,715.50
0042	8893000000-E	SP	GENERIC STRUCTURE ITEM HYDRO-DEMOLITION OF BRIDGE DECK	4,178 SY	100.00	417,800.00
0043	8893000000-E	SP	GENERIC STRUCTURE ITEM PLACING & FINISHING OF LATEX MODIFIED CONCRETE OVERLAY - VERY EARLY STRENGTH	4,178 SY	118.00	493,004.00
0044	8893000000-E	SP	GENERIC STRUCTURE ITEM SCARIFYING BRIDGE DECK	4,178 SY	20.00	83,560.00
0045	8893000000-E	SP	GENERIC STRUCTURE ITEM SHOTBLASTING BRIDGE DECK	5,376.5 SY	28.00	150,542.00
0046	8893000000-E	SP	GENERIC STRUCTURE ITEM SILANE DECK TREATMENT	5,376.5 SY	28.00	150,542.00

Contract Item Sheets For C204452

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0047	8897000000-N	SP	GENERIC STRUCTURE ITEM DECK DRAIN REPAIR	1 EA	5,000.00	5,000.00
0048	8897000000-N	SP	GENERIC STRUCTURE ITEM STEEL BEARING KEEPER ANGLE AS- SEMBLY	3 EA	4,000.00	12,000.00
TOTAL AMOUNT OF BID FOR ENTIRE PROJECT						\$4,205,497.33

1033/Mar25/Q88350.6/D351187100000/E48

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

CORPORATION

The Contractor declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States 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 bona fide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion 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

Reeves Construction Company

Full name of Corporation

250 Plemmons Road, Duncan, SC 29334

Address as Prequalified

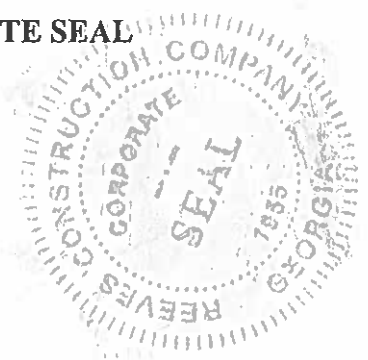
Attest 
Secretary/Assistant Secretary
Select appropriate title

By 
President/Vice President/Assistant Vice President
Select appropriate title

Roy Smith Helms Jr
Print or type Signer's name

C. Robert Lear
Print or type Signer's name

CORPORATE SEAL



DEBARMENT CERTIFICATION

Conditions for certification:

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

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion 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. C204452

County (ies): Mecklenburg, Gaston

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

Ronald E. Davenport, Jr.

F81B6038A47A442...

Contract Officer

04/13/2022

Date

Execution of Contract and Bonds
Approved as to Form:

DocuSigned by:

Steven Armstrong

5C738C23AF06459...

Attorney General

04/13/2022

Date

Signature Sheet (Bid - Acceptance by Department)

Bond No. 014224411/ 47-
SUR-300205-01-0127

Contract No. C204452
County Mecklenburg, Gaston

Rev 5-17-11

CONTRACT PAYMENT BOND

Date of Payment Bond Execution March 28, 2022

Name of Principal Contractor Reeves Construction Company

Name of Surety: Liberty Mutual Insurance Company/ Berkshire Hathaway Specialty Insurance Company

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

Amount of Bond: (\$4,205,497.33) Four Million Two Hundred Five Thousand Four Hundred Ninety Seven Dollars and 33/100

Contract ID No.: C204452

County Name: Mecklenburg, Gaston

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. C204452
County Mecklenburg, Gaston

Rev 5-17-11

CONTRACT PAYMENT BOND

Affix Seal of Surety Company

Liberty Mutual Insurance Company/ Berkshire Hathaway
Specialty Insurance Company
Print or type Surety Company Name



By Donna M Planeta
Print, stamp or type name of Attorney-in-Fact




Signature of Attorney-in-Fact


Signature of Witness

Alexis Koronkiewicz
Print or type Signer's name

10 States House Sq., Fl. 11, Harford, CT 06103
Address of Attorney-in-Fact

Contract No. C204452
County Mecklenburg, Gaston

Rev 5-17-11


CONTRACT PAYMENT BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Reeves Construction Company
Full name of Corporation

250 Plemmons Road, Duncan, SC 29334
Address as prequalified

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

C Robert Low
Print or type Signer's name

Affix Corporate Seal



Attest 
Signature of Secretary, Assistant Secretary
Select appropriate title

Ray Smith Helms Jr
Print or type Signer's name

Contract No. C204452
County Mecklenburg, Gaston

Bond No. 014224411/ 47-
SUR-300205-01-0127

Rev 5-17-11

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: March 28, 2022

Name of Principal Contractor: Reeves Construction Company

Name of Surety: Liberty Mutual Insurance Company/ Berkshire Hathaway Specialty Insurance Company

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

Amount of Bond: (\$4,205,497.33) Four Million Two Hundred Five Thousand Four Hundred Ninety Seven Dollars and 33/100

Contract ID No.: C204452

County Name: Mecklenburg, Gaston

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. C204452
County Mecklenburg, Gaston

Rev 5-17-11

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

Liberty Mutual Insurance Company/ Berkshire Hathaway
Specialty Insurance Company
Print or type Surety Company Name



By Donna M Planeta
Print, stamp or type name of Attorney-in-Fact



A handwritten signature in blue ink, appearing to read "Donna M Planeta".

Signature of Attorney-in-Fact

A handwritten signature in blue ink, appearing to be a cursive signature.

Signature of Witness

Alexis Koronkiewicz
Print or type Signer's name

10 State House Sq., Fl. 11, Hartford, CT 06103
Address of Attorney-in-Fact

Contract No. C204452
County Mecklenburg, Gaston

Rev 5-17-11

CONTRACT PERFORMANCE BOND
CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Reeves Construction Company
Full name of Corporation

250 Plemmons Road, Duncan, SC 29334
Address as prequalified

By *Chris Low*
Signature of President, Vice President, Assistant Vice President
Select appropriate title

C. Robert Low
Print or type Signer's name

Affix Corporate Seal



Attest *R. Smith Helms J*
Signature of Secretary, Assistant Secretary
Select appropriate title

Ray Smith Helms J
Print or type Signer's name

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Liberty Mutual.
SURETY

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Donna M. Planeta of the city of Greenville, state of SC its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Reeves Construction Company
Obligee Name: NC Dept of Transportation
Surety Bond Number: 014224411/ 47- SUR-300205-01-0127 Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of March, 2021.



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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this 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 28th day of March, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Joshua Sanford, Ajmee R. Perondine, Michelle Anne McMahon, Donna M. Planeta, Danielle D. Johnson, Bethany Stevenson, Jynell Whitehead, Amanda D'Angelo, Gentry Stewart, Alexis Apostolidis, Cassandra Baez, Jennifer Godere, Rebecca Josephson, Kathryn Pryor, Jacqueline Susco, Nicholas Turecamo, 10 State House Square Floor 11 of the city of Hartford, State of Connecticut, their true and lawful attorney(s) in fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

[Signature of David Fields]

By: David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

[Signature of David Fields]

By: David Fields, Vice President

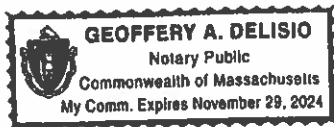


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



[Signature of Geoffrey A. Delisio]

Notary Public

I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this March 28, 2022.



[Signature of Ralph Tortorella]

Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claims.notice@bhspecialty.com, via fax to (617) 507-8259, or via mail.