

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

C203267

CONTRACT AND  
CONTRACT BONDS

FOR CONTRACT NO. C203267

WBS

17BP.6.P.5, 17BP.6.P.6 STATE FUNDED

COUNTY OF HARNETT, CUMBERLAND, COLUMBUS, ROBESON, BLADEN  
THIS IS THE STRUCTURE CONTRACT  
ROUTE NUMBER LENGTH 0.000 MILES  
LOCATION VARIOUS BRIDGES IN BLADEN, COLUMBUS, ROBESON, CUMBERLAND,  
AND HARNETT COUNTY.

CONTRACTOR S & D INDUSTRIAL PAINTING, INC.  
ADDRESS 1575 RAINVILLE ROAD  
TARPON SPRINGS, FL 34689

BIDS OPENED JUNE 18, 2013  
CONTRACT EXECUTION JUL 22 2013



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

PROPOSAL

DATE AND TIME OF BID OPENING: **JUNE 18, 2013 AT 2:00 PM**

CONTRACT ID C203267  
WBS 17BP.6.P.5, 17BP.6.P.6

FEDERAL AID NO. STATE FUNDED  
COUNTY HARNETT, CUMBERLAND, COLUMBUS, ROBESON, BLADEN  
T.I.P. NO.  
MILES 0.000  
ROUTE NO.  
LOCATION VARIOUS BRIDGES IN BLADEN, COLUMBUS, ROBESON, CUMBERLAND,  
AND HARNETT COUNTY.  
TYPE OF WORK CLEANING & PAINTING OF EXISTING STRUCTURES.

**NOTICE:**

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

**BIDS WILL BE RECEIVED AS SHOWN BELOW:**

**THIS IS A STRUCTURE PROPOSAL**

**5% BID BOND OR BID DEPOSIT REQUIRED**



**PROPOSAL FOR THE CONSTRUCTION OF  
CONTRACT No. C203267 IN BLADEN, COLUMBUS, CUMBERLAND,  
HARNETT, AND ROBESON 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. C203267; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Board of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2012 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. C203267 in Bladen, Columbus, Cumberland, Harnett, and Robeson 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.

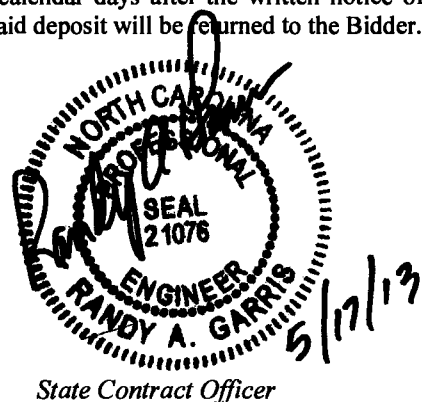
The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2012* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

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

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

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

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



State Contract Officer



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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 **September 1, 2013**.

The completion date for this contract is **July 31, 2015**.

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 **Three Thousand Two Hundred Dollars (\$3,200.00)** 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, **see list below**, during the following time restrictions:

**DAY AND TIME RESTRICTIONS****Home Road (SR 2459)****Dew Road (SR 1155)****Boyce Road (SR 2457)****VFW Road (SR 1541)**

Monday through Sunday (Every Day) from 6:00 A.M. to 7:00 P.M.

In addition, the Contractor shall not close or narrow a lane of traffic on **the roads listed above**, detain and/or alter the traffic flow on or during holidays, holiday weekends, 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 a.m.** December 31st and **9:00 p.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **7:00 p.m.** the following Tuesday.



3. For **Easter**, between the hours of **6:00 a.m.** Thursday and **7:00 p.m.** Monday.
4. For **Memorial Day**, between the hours of **6:00 a.m.** Friday and **7:00 p.m.** Tuesday.
5. For **Independence Day**, between the hours of **6:00 a.m.** the day before Independence Day and **7:00 p.m.** the day after Independence Day.

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

6. For **Labor Day**, between the hours of **6:00 a.m.** Friday and **7:00 p.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 a.m.** Tuesday and **7:00 p.m.** Monday.
8. For **Christmas**, between the hours of **6:00 a.m.** the Friday before the week of Christmas Day and **7:00 p.m.** the following Tuesday after the week of Christmas Day.

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

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

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

The liquidated damages are **Five Hundred Dollars (\$ 500.00)** per hour.

**INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:**

(2-20-07)

108

SP1 G14 A

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

**DAY AND TIME RESTRICTIONS**

**US 701 BUS**

**NC 217**

**NC 210 (Murchison Road)**

**Hillsboro Street**

6:00 A.M. – 9:00 A.M. Monday thru Friday

4:00 P.M. – 7:00 P.M. Monday thru Friday



In addition, the Contractor shall not close or narrow a lane of traffic on **US 701 BUS**, detain and/or alter the traffic flow on or during holidays, holiday weekends, 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 a.m.** December 31st and **9:00 p.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **7:00 p.m.** the following Tuesday.
3. For **Easter**, between the hours of **6:00 a.m.** Thursday and **7:00 p.m.** Monday.
4. For **Memorial Day**, between the hours of **6:00 a.m.** Friday and **7:00 p.m.** Tuesday.
5. For **Independence Day**, between the hours of **6:00 a.m.** the day before Independence Day and **7:00 p.m.** the day after Independence Day.  
  
If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 a.m.** the Thursday before Independence Day and **7:00 p.m.** the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of **6:00 a.m.** Friday and **7:00 p.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 a.m.** Tuesday and **7:00 p.m.** Monday.
8. For **Christmas**, between the hours of **6:00 a.m.** the Friday before the week of Christmas Day and **7:00 p.m.** the following Tuesday after the week of Christmas Day.

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

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

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

The liquidated damages are **Five Hundred Dollars (\$ 500.00)** per hour.



**INTERMEDIATE CONTRACT TIME NUMBER 3 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, **see listed below**, during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**NC 87**  
**NC 41**  
**NC 701/41**  
**NC 74/76 BYPASS**  
**US 74**  
**NC 130**  
**NC 24 (Bragg Boulevard)**  
**SR 1404 (Hay Street)**

6:00 A.M. to 7:00 P.M. Monday through Sunday

In addition, the Contractor shall not close or narrow a lane of traffic on **the roads listed above**, detain and/or alter the traffic flow on or during holidays, holiday weekends, 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 a.m.** December 31st and **9:00 p.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **7:00 p.m.** the following Tuesday.
3. For **Easter**, between the hours of **6:00 a.m.** Thursday and **7:00 p.m.** Monday.
4. For **Memorial Day**, between the hours of **6:00 a.m.** Friday and **7:00 p.m.** Tuesday.
5. For **Independence Day**, between the hours of **6:00 a.m.** the day before Independence Day and **7:00 p.m.** the day after Independence Day.

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

6. For **Labor Day**, between the hours of **6:00 a.m.** Friday and **7:00 p.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 a.m.** Tuesday and **7:00 p.m.** Monday.
8. For **Christmas**, between the hours of **6:00 a.m.** the Friday before the week of Christmas Day and **7:00 p.m.** the following Tuesday after the week of Christmas Day.



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

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

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

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

**INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:**

(2-20-07)

108

SPI 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, **see list below**, during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**I-95**

**I-95 Loops and Ramps**

6:00 A.M. – 7:00 P.M. Monday through Thursday

6:00 A.M. Friday – 7:00 P.M. Sunday

In addition, the Contractor shall not close or narrow a lane of traffic on **roads listed above**, detain and/or alter the traffic flow on or during holidays, holiday weekends, 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 a.m.** December 31st and **9:00 p.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **7:00 p.m.** the following Tuesday.
3. For **Easter**, between the hours of **6:00 a.m.** Thursday and **7:00 p.m.** Monday.
4. For **Memorial Day**, between the hours of **6:00 a.m.** Friday and **7:00 p.m.** Tuesday.



5. For **Independence Day**, between the hours of **6:00 a.m.** the day before Independence Day and **7:00 p.m.** the day after Independence Day.

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

6. For **Labor Day**, between the hours of **6:00 a.m.** Friday and **7:00 p.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 a.m.** Tuesday and **7:00 p.m.** Monday.
8. For **Christmas**, between the hours of **6:00 a.m.** the Friday before the week of Christmas Day and **7:00 p.m.** the following Tuesday after the week of Christmas Day.

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

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

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

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

**INTERMEDIATE CONTRACT TIME NUMBER 5 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, **see list below**, during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**SR 1007 (All – American Freeway)**  
**US 401 BUS (At Bridges #6, 104 & 218)**

6:00 A.M. – 7:00 P.M. Monday through Sunday



In addition, the Contractor shall not close or narrow a lane of traffic on **US 701 BUS**, detain and/or alter the traffic flow on or during holidays, holiday weekends, 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 a.m.** December 31st and **9:00 p.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **7:00 p.m.** the following Tuesday.
3. For **Easter**, between the hours of **6:00 a.m.** Thursday and **7:00 p.m.** Monday.
4. For **Memorial Day**, between the hours of **6:00 a.m.** Friday and **7:00 p.m.** Tuesday.
5. For **Independence Day**, between the hours of **6:00 a.m.** the day before Independence Day and **7:00 p.m.** the day after Independence Day.  
  
If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 a.m.** the Thursday before Independence Day and **7:00 p.m.** the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of **6:00 a.m.** Friday and **7:00 p.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 a.m.** Tuesday and **7:00 p.m.** Monday.
8. For **Christmas**, between the hours of **6:00 a.m.** the Friday before the week of Christmas Day and **7:00 p.m.** the following Tuesday after the week of Christmas Day.

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

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

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

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



**INTERMEDIATE CONTRACT TIME NUMBER 6 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, **see list below**, during the following time restrictions:

**DAY AND TIME RESTRICTIONS****NC 59 (Chicken Foot Road)****NC 53/NC 210 (Cedar Creek Road)**

6:00 A.M. – 7:00 P.M. Monday through Thursday

6:00 A.M. Friday - 7:00 P.M. Sunday

In addition, the Contractor shall not close or narrow a lane of traffic on **the roads listed above**, detain and/or alter the traffic flow on or during holidays, holiday weekends, 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 a.m.** December 31st and **9:00 p.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **7:00 p.m.** the following Tuesday.
3. For **Easter**, between the hours of **6:00 a.m.** Thursday and **7:00 p.m.** Monday.
4. For **Memorial Day**, between the hours of **6:00 a.m.** Friday and **7:00 p.m.** Tuesday.
5. For **Independence Day**, between the hours of **6:00 a.m.** the day before Independence Day and **7:00 p.m.** the day after Independence Day.

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

6. For **Labor Day**, between the hours of **6:00 a.m.** Friday and **7:00 p.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 a.m.** Tuesday and **7:00 p.m.** Monday.
8. For **Christmas**, between the hours of **6:00 a.m.** the Friday before the week of Christmas Day and **7:00 p.m.** the following Tuesday after the week of Christmas Day.



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

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

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

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

**INTERMEDIATE CONTRACT TIME NUMBER 7 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, **see list below**, during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**US 401 BUS (@ Bridges #51, 84 & 112)**

**NC 24/NC 210 (Grove Street)**

**Cumberland Street**

6:00 A.M. – 9:00 A.M. Monday through Friday

4:00 P.M. – 7:00 P.M. Monday through Friday

In addition, the Contractor shall not close or narrow a lane of traffic on **roads listed above**, detain and/or alter the traffic flow on or during holidays, holiday weekends, 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 a.m.** December 31st and **9:00 p.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **7:00 p.m.** the following Tuesday.
3. For **Easter**, between the hours of **6:00 a.m.** Thursday and **7:00 p.m.** Monday.
4. For **Memorial Day**, between the hours of **6:00 a.m.** Friday and **7:00 p.m.** Tuesday.



5. For **Independence Day**, between the hours of **6:00 a.m.** the day before Independence Day and **7:00 p.m.** the day after Independence Day.

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

6. For **Labor Day**, between the hours of **6:00 a.m.** Friday and **7:00 p.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 a.m.** Tuesday and **7:00 p.m.** Monday.
8. For **Christmas**, between the hours of **6:00 a.m.** the Friday before the week of Christmas Day and **7:00 p.m.** the following Tuesday after the week of Christmas Day.

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

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

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

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

**INTERMEDIATE CONTRACT TIME NUMBER 8 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, **see list below**, during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**NC 24**

**NC 24 Connectors**

6:00 A.M. – 7:00 P.M. Monday through Thursday

6:00 A.M. Friday – 7:00 P.M. Sunday



In addition, the Contractor shall not close or narrow a lane of traffic on **roads listed above**, detain and/or alter the traffic flow on or during holidays, holiday weekends, 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 a.m.** December 31st and **9:00 p.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **7:00 p.m.** the following Tuesday.
3. For **Easter**, between the hours of **6:00 a.m.** Thursday and **7:00 p.m.** Monday.
4. For **Memorial Day**, between the hours of **6:00 a.m.** Friday and **7:00 p.m.** Tuesday.
5. For **Independence Day**, between the hours of **6:00 a.m.** the day before Independence Day and **7:00 p.m.** the day after Independence Day.  
  
If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 a.m.** the Thursday before Independence Day and **7:00 p.m.** the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of **6:00 a.m.** Friday and **7:00 p.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 a.m.** Tuesday and **7:00 p.m.** Monday.
8. For **Christmas**, between the hours of **6:00 a.m.** the Friday before the week of Christmas Day and **7:00 p.m.** the following Tuesday after the week of Christmas Day.

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

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

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

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



**NO MAJOR CONTRACT ITEMS:**

(2-19-02) (Rev. 8-21-07)

104

SP1 G31

None of the items included in this contract will be major items.

**NO SPECIALTY ITEMS:**

(7-1-95)

108-6

SP1 G34

None of the items included in this contract will be specialty items (see Article 108-6 of the *2012 Standard Specifications*).

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

(7-15-08) (Rev. 5-21-13)

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:

<b><u>Fiscal Year</u></b>		<b><u>Progress (% of Dollar Value)</u></b>
2014	(7/01/13 - 6/30/14)	57% of Total Amount Bid
2015	(7/01/14 - 6/30/15)	41% of Total Amount Bid
2016	(7/01/15- 6/30/16)	2% of Total Amount Bid

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

**MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:**

(10-16-07)(Rev. 5-21-13)

102-15(J)

SP1 G66

**Description**

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

**Definitions**

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

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

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



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

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

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

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

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

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

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

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

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

### **Forms and Websites Referenced in this Provision**

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

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



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

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

*JC-1 Joint Check Notification Form* - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.  
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf>

*Letter of Intent* - Form signed by the Contractor and the MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE for the amount listed at the time of bid.  
<http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf>

*Listing of MBE and WBE Subcontractors Form* - Form for entering MBE/WBE subcontractors on a project that will meet this MBE and WBE goals. This form is for paper bids only.  
[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20\(State\).doc](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20(State).doc)

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

## **MBE and WBE Goal**

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

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

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



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

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

**Directory of Transportation Firms (Directory)**

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

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

**Listing of MBE/WBE Subcontractors**

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

**(A) Electronic Bids**

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

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



- (2) Submit the contract line numbers of work to be performed by each MBE and WBE firm. When no figures or firms are entered, the bidder will be considered to have no MBE or WBE participation.
- (3) The bidder shall be responsible for ensuring that the MBE and WBE are certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving either the MBE or WBE goal.

(B) Paper Bids

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

- (1) *If either the MBE or WBE goal is more than zero,*
  - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.
  - (b) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety.
  - (c) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the corresponding goal.
- (2) *If either the MBE or WBE goal is zero,* bidders, at the time the bid proposal is submitted, shall enter the word "None"; or the number "0"; or if there is participation, add the value on the *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents.

**MBE or WBE Prime Contractor**

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



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

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

### **Written Documentation – Letter of Intent**

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

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

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

### **Submission of Good Faith Effort**

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

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



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

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

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE and WBE goals will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).
- (C) Providing interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D) (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the



names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.

- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract MBE or WBE goals, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening the Business Development Manager in the Business Opportunity and Work Force Development Unit to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the MBE and WBE goal.

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

- (1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the MBE and WBE goals.
- (2) The bidders' past performance in meeting the MBE and WBE goals.



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

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

### **Non-Good Faith Appeal**

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

### **Counting MBE/WBE Participation Toward Meeting MBE/WBE Goals**

#### **(A) Participation**

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

#### **(B) Joint Checks**

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

#### **(C) Subcontracts (Non-Trucking)**

A MBE/WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the MBE contract goal requirement. The same holds for work that a WBE subcontracts to another WBE firm. Work that a MBE subcontracts to a non-MBE firm does not count toward the MBE contract goal requirement. Again, the same holds true for the work that a WBE subcontracts to a non-WBE firm. If a MBE



or WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or WBE is not performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption may be subject to review by the Office of Inspector General, NCDOT.

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

- (1) The fees or commissions charged by a MBE/WBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
- (2) With respect to materials or supplies purchased from a MBE/WBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

**Commercially Useful Function**

(A) MBE/WBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and



supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE/WBE credit claimed for its performance of the work, and any other relevant factors.

(B) MBE/WBE Utilization in Trucking

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

- (1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the MBE or WBE goal.
- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the goal requirement. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime liable for meeting the goal.
- (5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.



- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

### **Banking MBE/WBE Credit**

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

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

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

### **MBE/WBE Replacement**

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

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



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

(A) Performance Related Replacement

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

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

- (1) Copies of written notification to MBEs/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBEs/WBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of MBEs/WBEs who were contacted.
  - (b) A description of the information provided to MBEs/WBEs regarding the plans and specifications for portions of the work to be performed.
- (3) A list of reasons why MBE/WBE quotes were not accepted.
- (4) Efforts made to assist the MBEs/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

- (1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
- (2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another similarly certified MBE/WBE subcontractor to perform at least the same amount of work to meet the MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).



**Changes in the Work**

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

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

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

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

**Reports and Documentation**

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

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

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

**Reporting Minority and Women Business Enterprise Participation**

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

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



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

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

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

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

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

(A) Electronic Bids Reporting

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

(B) Paper Bids Reporting

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

**Failure to Meet Contract Requirements**

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

**LOCATING EXISTING UNDERGROUND UTILITIES:**

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

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

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



**RESOURCE CONSERVATION:**

(5-21-13)

104-13

SP1 G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(2), and NCGS 136-28.8, it is the policy of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, and to find ways to recycle and reuse materials for the benefit of the Citizens of North Carolina.

Initiate, develop and use products and construction methods that incorporate the use of recycled or solid waste products in accordance with Article 104-13 of the *2012 Standard Specifications*. Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills on the Project Construction Reuse and Recycling Reporting Form.

A location-based tool for finding local recycling facilities and the Project Construction Reuse and Recycling Reporting Form are available at:

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

**DOMESTIC STEEL:**

(4-16-13)

106

SP1 G120

Revise the *2012 Standard Specifications* as follows:

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

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

**TWELVE MONTH GUARANTEE:**

(7-15-03)

108

SP1 G145

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



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

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

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

#### **OUTSOURCING OUTSIDE THE USA:**

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

SP1 G150

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

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

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

#### **GIFTS FROM VENDORS AND CONTRACTORS:**

(12-15-09)

107-1

SP1 G152

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

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

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

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



**EMPLOYMENT:**

(11-15-11) (Rev. 1-17-12)

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

**Page 1-20, Subarticle 102-15(O)**, delete and replace with the following:

**(O)** Failure to restrict a former Department employee as prohibited by Article 108-5.

**Page 1-65, Article 108-5 Character of Workmen, Methods, and Equipment, line 32**, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

**STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:**

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to “State Highway Administrator” with “Chief Engineer”.



**PROJECT SPECIAL PROVISIONS****ROADWAY****MATERIALS:**

(2-21-12) (Rev. 5-21-13)

1000, 1005, 1050, 1074, 1078, 1080, 1081, 1087, 1092

SP10 R01

Revise the 2012 Standard Specifications as follows:

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

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

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

TABLE 1000-1 REQUIREMENTS FOR CONCRETE											
Class of Concrete	Min. Comp. Strength at 28 days	Maximum Water-Cement Ratio				Consistency Max. Slump		Cement Content			
		Air-Entrained Concrete		Non Air- Entrained Concrete		Vibrated	Non- Vibrated	Vibrated		Non- Vibrated	
		Rounded Aggregate	Angular Aggregate	Rounded Aggregate	Angular Aggregate			Min.	Max.	Min.	Max.
Units	psi					inch	inch	lb/cy	lb/cy	lb/cy	lb/cy
AA	4,500	0.381	0.426	-	-	3.5	-	639	715	-	-
AA Slip Form	4,500	0.381	0.426	-	-	1.5	-	639	715	-	-
Drilled Pier	4,500	-	-	0.450	0.450	-	5-7 dry 7-9 wet	-	-	640	800
A	3,000	0.488	0.532	0.550	0.594	3.5	4	564	-	602	-
B	2,500	0.488	0.567	0.559	0.630	2.5	4	508	-	545	-
B Slip Formed	2,500	0.488	0.567	-	-	1.5	-	508	-	-	-
Sand Light- weight	4,500	-	0.420	-	-	4	-	715	-	-	-
Latex Modified	3,000 7 day	0.400	0.400	-	-	6	-	658	-	-	-
Flowable Fill excavatable	150 max. at 56 days	as needed	as needed	as needed	as needed	-	Flow- able	-	-	40	100
Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	-	Flow- able	-	-	100	as needed
Pavement	4,500 design, field  650 flexural, design only	0.559	0.559	-	-	1.5 slip form  3.0 hand place	-	526	-	-	-
Precast	See Table 1077-1	as needed	as needed	-	-	6	as needed	as needed	as needed	as needed	as needed
Prestress	per contract	See Table 1078-1	See Table 1078-1	-	-	8	-	564	as needed	-	-



**Page 10-65, Article 1050-1, GENERAL, line 41,** replace the first sentence with:

All fencing material and accessories shall meet Section 106.

**Page 10-23, Table 1005-1, AGGREGATE GRADATION-COARSE AGGREGATE,** replace with the following:

TABLE 1005-1 AGGREGATE GRADATION - COARSE AGGREGATE													
Percentage of Total by Weight Passing													
Std. Size #	2"	1 1/2"	1"	3/4"	1/2"	3/8"	#4	#8	#10	#16	#40	#200	Remarks
4	100	90-100	20-55	0-15	-	0-5	-	-	-	-	-	A	Asphalt Plant Mix
46/7M	100	95-100	-	35-70	-	0-30	0-5	-	-	-	-	A	Asphalt Plant Mix
5	-	100	90-100	20-55	0-10	0-5	-	-	-	-	-	A	AST, Sediment Control Stone
57	-	100	95-100	-	25-60	-	0-10	0-5	-	-	-	A	AST, Str. Concrete, Shoulder Drain, Sediment Control Stone
57M	-	100	95-100	-	25-45	-	0-10	0-5	-	-	-	A	AST, Concrete Pavement
6M	-	-	100	90-100	20-55	0-20	0-8	-	-	-	-	A	AST
67	-	-	100	90-100	-	20-55	0-10	0-5	-	-	-	A	AST, Str. Concrete, Asphalt Plant Mix
78M	-	-	-	100	98-100	75-100	20-45	0-15	-	-	-	A	Asphalt Plant Mix, AST, Str. Conc. Weep Hole Drains
14M	-	-	-	-	-	100	35-70	5-20	-	0-8	-	A	Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete
9	-	-	-	-	-	100	85-100	10-40	-	0-10	-	A	AST
ABC	-	100	75-97	-	55-80	-	35-55	-	25-45	-	14-30	4-12 <sup>B</sup>	Aggregate Base Course, Aggregate Stabilization
ABC (M)	-	100	75-100	-	45-79	-	20-40	-	0-25	-	-	0-12 <sup>B</sup>	Maintenance Stabilization
Light-weight C	-	-	-	-	100	80-100	5-40	0-20	-	0-10	-	0-2.5	AST

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



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

Supply gray iron castings meeting all facets of AASHTO M 306 excluding proof load. Proof load testing will only be required for new casting designs during the design process, and conformance to M306 loading (40,000 lbs.) will be required only when noted on the design documents.

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

<b>TABLE 1078-1 REQUIREMENTS FOR CONCRETE</b>		
<b>Property</b>	<b>28 Day Design Compressive Strength 6,000 psi or less</b>	<b>28 Day Design Compressive Strength greater than 6,000 psi</b>
Maximum Water/Cementitious Material Ratio	0.45	0.40
Maximum Slump without HRWR	3.5"	3.5"
Maximum Slump with HRWR	8"	8"
Air Content (upon discharge into forms)	5 + 2%	5 + 2%

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

- (B) At least 3 panels prepared as specified in 5.5.10 of AASHTO M 300, Bullet Hole Immersion Test.
- (C) At least 3 panels of 4"x6"x1/4" for the Elcometer Adhesion Pull Off Test, ASTM D4541.
- (D) A certified test report from an approved independent testing laboratory for the Salt Fog Resistance Test, Cyclic Weathering Resistance Test, and Bullet Hole Immersion Test as specified in AASHTO M 300.
- (E) A certified test report from an approved independent testing laboratory that the product has been tested for slip coefficient and meets AASHTO M253, Class B.

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

**Page 10-162, Subarticle 1081-1(B) Requirements, lines 26-30,** replace the second paragraph with the following:

For epoxy resin systems used for embedding dowel bars, threaded rods, rebar, anchor bolts and other fixtures in hardened concrete, the manufacturer shall submit test results showing that the



bonding system will obtain 125% of the specified required yield strength of the fixture. Furnish certification that, for the particular bolt grade, diameter and embedment depth required, the anchor system will not fail by adhesive failure and that there is no movement of the anchor bolt. For certification and anchorage, use 3,000 psi as the minimum Portland cement concrete compressive strength used in this test. Use adhesives that meet Section 1081.

List the properties of the adhesive on the container and include density, minimum and maximum temperature application, setting time, shelf life, pot life, shear strength and compressive strength.

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

**Page 10-179, Subarticle 1087-4(A) Composition, lines 39-41**, replace the third paragraph with the following:

All intermixed and drop-on glass beads shall not contain more than 75 ppm arsenic or 200 ppm lead.

**Page 10-180, Subarticle 1087-4(B) Physical Characteristics, line 8**, replace the second paragraph with the following:

All intermixed and drop-on glass beads shall comply with NCGS § 136-30.2 and 23 USC § 109(r).

**Page 10-181, Subarticle 1087-7(A) Intermixed and Drop-on Glass Beads, line 24**, add the following after the first paragraph:

Use X-ray Fluorescence for the normal sampling procedure for intermixed and drop-on beads, without crushing, to check for any levels of arsenic and lead. If any arsenic or lead is detected, the sample shall be crushed and repeat the test using X-ray Fluorescence. If the X-ray Fluorescence test shows more than a LOD of 5 ppm, test the beads using United States Environmental Protection Agency Method 6010B, 6010C or 3052 for no more than 75 ppm arsenic or 200 ppm lead.



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

TABLE 1092-3 MINIMUM COEFFICIENT OF RETROREFLECTION FOR NC GRADE A (Candelas Per Lux Per Square Meter)								
Observation Angle, degrees	Entrance Angle, degrees	White	Yellow	Green	Red	Blue	Fluorescent Yellow Green	Fluorescent Yellow
0.2	-4.0	525	395	52	95	30	420	315
0.2	30.0	215	162	22	43	10	170	130
0.5	-4.0	310	230	31	56	18	245	185
0.5	30.0	135	100	14	27	6	110	81
1.0	-4.0	120	60	8	16	3.6	64	48
1.0	30.0	45	34	4.5	9	2	36	27

**TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS:**

(8-21-12)

1101.02

SP11 R10

Revise the 2012 Roadway Standard Drawings as follows:

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

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

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

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

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



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



**STABILIZATION REQUIREMENTS:**

(11-4-11)

S-2

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

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

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

**SEEDING AND MULCHING:****(East Crimp)**

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

**All Roadway Areas**

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

**Waste and Borrow Locations**

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

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



## Approved Tall Fescue Cultivars

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

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

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

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

### **CRIMPING STRAW MULCH:**

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

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

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





### **PROJECT SPECIAL PROVISIONS**

**Project 17BP.6.P.5 & 17BP.6.P.6**

**Bladen, Columbus Cumberland, Harnett and  
Robeson Counties**

#### **PAINTING EXISTING STRUCTURE**

**(12-5-12)**

##### **DESCRIPTION**

This work shall consist of furnishing all labor, equipment, and materials to clean and paint the structural steel of the existing bridges and epoxy coating of selected bents. Work includes: removing, containment and disposal of the existing paint system; preparation of the surface to be painted and applying the new paint system; Applying epoxy coating to top of the selected bents; bridge jacking; traffic control, marking & delineation; portable lighting; erosion and sediment control; 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 payment will be made for portable lighting as the cost of such is incidental to the work being performed.

##### **CERTIFICATION**

The existing paint systems include toxic substances such as red lead oxide, which are considered hazardous if improperly removed. The contractor shall be currently SSPC 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.

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 Assistant State Structures Engineer (Operations) a "Lead Abatement Affidavit" by 12:00 noon of the third day following the opening of bids. This form may be downloaded from: <http://www.ncdot.gov/projects/ncbridges/#stats>.

The Engineer will evaluate the work history to verify all lead abatement work was 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, PPE, etc.); and containment. This requirement is in addition to the contractor pre-qualification requirements covered by Article 102-2 of the *2012 Standard Specifications*.



## 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 *2012 Standard Specifications*). To successfully complete 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 2 weeks for the review process.

- (A) 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,
- (B) Containment Drawings in accordance with SSPC Guide 6, Class 2A sealed by a Professional Engineer licensed by the State of North Carolina,
- (C) Bridge wash water sampling and disposal plan,
- (D) Subcontractor identification,
- (E) Lighting plan for night work in accordance with Section 1413 of the *2012 Standard Specifications*,
- (F) Traffic control plan with NCDOT certified supervisors, flaggers and traffic control devices,
- (G) 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 HPWJ.
- (H) Provide the Engineer a letter of certification that all employees performing work on the project have blood lead levels that are below the OSHA action level.
- (I) Provide the Engineer with Competent Person qualifications and summary of work experience.
- (J) Environmental Compliance Plan



- (K) Quality Control Plan (Project Specific) with quality control qualifications and summary of work experience.
- (L) Bridge and Public Protection Plan (Overspray, Utilities, etc. - Project/Task Specific)
- (M) Abrasive Blast Media
  - (1) Product Data Sheet
  - (2) Blast Media Test Reports in accordance with Article 1080-13 of the *2012 Standard Specification*.
- (N) 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, and
  - (5) Acceptance letters from paint manufacturer's for work practices that conflict with Project 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 2 weeks for a review process. When requesting a pre-construction meeting, contact the Engineer at least 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 PLAN**

Prior to performing any painting operations on the structure, provide details for a sufficiently sized painting containment system which will provide access for cleaning, painting and repairing the structural steel members of the bridge. The Contractor shall determine the required capacity of the containment system which, at a minimum, shall include loads due to wind, repair materials, 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 be fireproof. Submit the enclosure design and plans for review and approval. The enclosure design and plans shall be sealed and signed by a North Carolina registered Professional Engineer. Do not install the containment system until the design and plans are approved. The Contractor will be responsible for certifying the containment system has been constructed in accordance with the approved plans.

Drilling holes in the superstructure for the purpose of attaching the containment system is prohibited. Upon completion of work, remove all anchorages in the substructure and repair the substructure at no additional cost to the Department.



The containment system shall be cleaned after each work day.

No work begins until the Contractor furnishes the Engineer with a containment plan for surface preparation and coating operations and the Engineer reviews and approves, in writing, the acceptability of said plan. Allow a minimum of two weeks for review of the plan. Such plan shall meet or exceed the requirements of Class 2A containment in accordance with SSPC Guide 6. Enclosure drawings and loads supported by the structure shall be prepared, signed and sealed by a Professional Engineer licensed by the State of North Carolina.

In the containment plan describe how debris is contained and collected. Describe the type of tarpaulin, bracing materials and the maximum designed wind load. 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.

#### **WASH WATER SAMPLING AND DISPOSAL PLAN**

No work begins until the Contractor furnishes the Engineer with a containment plan for surface preparation and coating operations and the Engineer reviews and approves in writing said plan. All wash water shall be collected and sampled prior to disposal. Representative sampling and testing methodology shall conform to 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: <http://www.ncdot.gov/projects/ncbridges/#stats>.

#### **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 Environment and Natural Resources (NCDENR) have adopted RCRA as the North Carolina Hazardous Waste Management Rules and are responsible for enforcement. The “Hazardous Waste Compliance Manual for Generators of Hazardous Waste” is published by the Compliance Branch of the Division of Waste Management of NCDENR, and can be found at: <http://portal.ncdenr.org/web/wm/hw/rules>.

Use a company from the below list of approved waste management companies. 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.

Southern Logistics, Inc. – 312 Orville Wright Dr., Greensboro, NC 27409  
(Ph. 336-662-0292)

A&D Environmental – PO Box 484, High Point, NC 27261  
(Ph. 336-434-7750)

Poseidon Environmental Services, Inc. – 837 Boardman-Canfield Rd #209, Youngstown, OH  
(Ph. 330-726-1560)

Clean Harbors Reidsville, LLC – 208 Watlington Industrial Drive, Reidsville, NC 27320  
(Ph. 336-342-6106)

All removed paint and spent abrasive media shall be tested for lead following the SW-846 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 and Iron analysis of the paint chips stored on site, with disposal in accordance with “Flowchart on Lead Waste Identification and Disposal” at:

**[http://portal.ncdenr.org/c/document\\_library/get\\_file?p\\_l\\_id=38491&folderId=328599&name=DLFE-9855.pdf](http://portal.ncdenr.org/c/document_library/get_file?p_l_id=38491&folderId=328599&name=DLFE-9855.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 NCDENR Hazardous Waste Compliance Manual for Generators of Hazardous Waste. 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 Division HazMat Manager or Project 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 EPA ID number from the:

NC Hazardous Waste Section  
North Carolina Department of Environment & Natural Resources  
1646 Mail Service Center  
Raleigh, NC 27699  
Phone (919) 508-8400, Fax (919) 715-4061

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 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 this link:

**<http://portal.ncdenr.org/web/wm/provisional-hw-notification-page>.**

Testing labs shall be certified in accordance with North Carolina State Laboratory Public Health Environmental Sciences. List of certified laboratories may be obtained at this link:

**<http://slphreporting.ncpublichealth.com/EnvironmentalSciences/Certification/CertifiedLaboratory.asp>.**

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

1. For leachable lead:
  - a. Soils/Solid/Liquid- EPA 1311/200.7/6010

Area sampling will be performed for the first 2 days at each bridge location. The area sample will be located within five 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 2 consecutive sample results are less than  $20 \mu\text{g}/\text{m}^3$ .

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 TSP-Lead monitoring for the first 10 days of the project during abrasive blasting, vacuuming and containment removal. Additional monitoring will be required during abrasive blasting 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 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 his 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.



**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 Managing Bridge Wash Water specification. 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 1080-13 of the *2012 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 2 tests per beam/girder and 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 work day, 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 which 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 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.



Paint System 1, as specified in these special provisions and Section 442 of the *2012 Standard Specifications*, is to be used for this work. System 1 is an inorganic zinc primer, two coats acrylic paint and one stripe coat of acrylic paint over blast cleaned surfaces in accordance with SSPC-SP-10 (Near White Blast). 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. The Engineer approves all repair processes before the repair is made. Repaired areas shall meet the 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 *2012 Standard Specifications*.

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 which 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 1 shall be in accordance with SSPC SP-10. Any area(s) not meeting the requirements of SSPC SP-10 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

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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 QA (Quality Assurance) 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 Article 442-13 of the *2012 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 M&T-610, submit all Dry Film Thickness (DFT) readings on a form equivalent to M&T-611.

- (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 random locations along each girder in each span.
- (b) For span members greater than 45 feet; add one additional location for each additional 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 resistance rating.

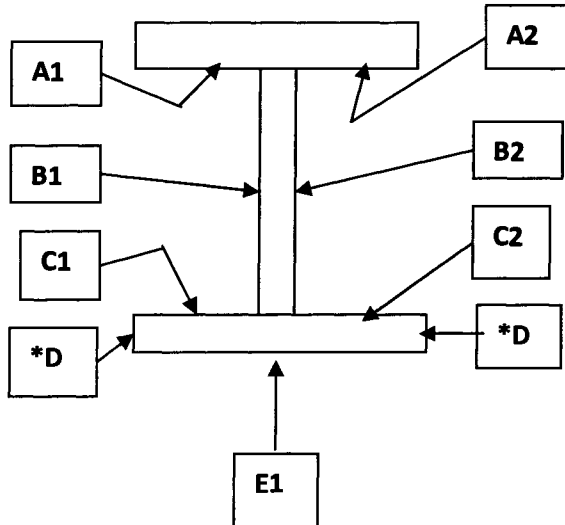
Stiffeners and other attachments to beams and or plate girders shall be measured at no less than five random spots per span. Also dry film thickness is measured at no less than six random spots per span on diaphragms/"K" frames.

Each spot is an average of three to five 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-accessed 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.**

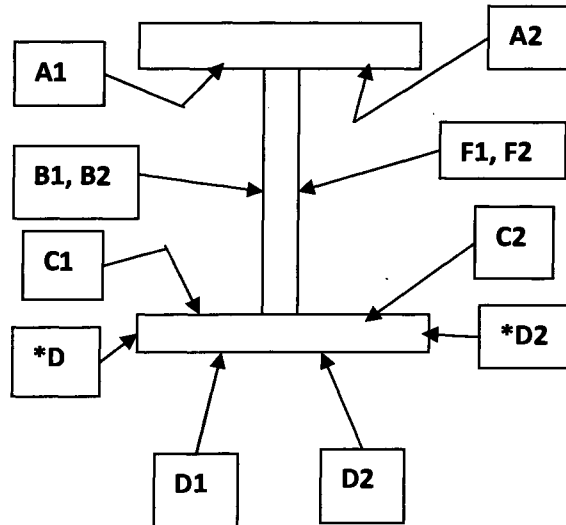
**7 Spot Areas  
21 Individual DFT Readings**



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

**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.**

- (2) Two 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 D4752 (MEK Rub Test) with no less than a 4 resistance rating, 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.



## **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 *2012 Standard Specifications*.

Comply with Subarticle 442-14(D) of the *2012 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 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 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 Section 442 of the *2012 Standard Specifications* or the manufacturers' requirements. The more restrictive requirements will apply.

**UTILITIES**

Protect all utility lines or mains which 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 Repainting of 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; and 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 No. \_\_\_\_\_* 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**

Cleaning and Repainting of Bridge No. \_\_\_\_\_  
Pollution Control  
Painting Containment for Bridge No. \_\_\_\_\_

**Pay Unit**

Lump Sum  
Lump Sum  
Lump Sum



**1.0 GENERAL**

This work applies to all bents and end bents of all bridges throughout both projects. 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 are 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. Provide a Type 3 material certification in accordance with Article 106-3 showing the proposed epoxy meets Type 4A requirements.

**2.0 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.

**3.0 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.

**4.0 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.

## **PAINING EXISTING WEATHERING STEEL STRUCTURE**

**(12-5-12)**

### **DESCRIPTION**

This work shall consist of furnishing all labor, equipment, and materials necessary to clean and paint the weathering steel 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.

### **CERTIFICATION**

Only contractors who are currently SSPC QP 1 certified, and have successfully completed field painting on similar structures within 18 months prior to this bid, may perform this work.

Successfully completed projects shall have all lead abatement work completed in accordance with the contract and be 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, PPE, etc.); and containment. This requirement is in addition to the Contractor pre-qualification requirements covered by Article 102-2 of the *2012 Standard Specifications*.

### **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 *2012 Standard Specifications*). To successfully complete 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 2 weeks for the review process.

- (A) 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,
- (B) Containment Drawings in accordance with SSPC Guide 6, Class 3A sealed by a Professional Engineer licensed by the State of North Carolina,
- (C) Bridge wash water sampling and disposal plan,
- (D) Subcontractor identification,
- (E) Lighting plan for night work in accordance with Section 1413 of the *2012 Standard Specifications*,
- (F) Traffic control plan with NCDOT certified supervisors, flaggers and traffic control devices,
- (G) Health and Safety Plan addressing at least the required topics as specified by the SSPC QP 1 program which includes, but is not limited to: hazardous materials, personal protective equipment, hand and power tools, ladders, toxic and hazardous substances, emergency procedures, and local hospital and treatment facilities with directions and phone numbers, disciplinary criteria for workers who violate the plan and accident investigation,
- (H) Provide the Engineer with Competent Person qualifications and summary of work experience.
- (I) Environmental Compliance Plan
- (J) Quality Control Plan (Project Specific) with quality control qualifications and summary of work experience.
- (K) Bridge and Public Protection Plan (Overspray, Utilities, etc. - Project/Task Specific)
- (L) Abrasive Blast Media
  - (1) Product Data Sheet
  - (2) Blast Media Test Reports in accordance with Article 1080-13 of the *2012 Standard Specification*.
- (M) 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, and
  - (5) Acceptance letters from paint manufacturer's for work practices that conflict with Project 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 2 weeks for a review process. When requesting a pre-construction meeting, contact the Engineer at least 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 PLAN FOR WEATHERING STEEL**

Prior to performing any painting operations on the structure, provide details for a sufficiently sized painting containment system which will provide access for cleaning, painting and repairing the structural steel members of the bridge. The Contractor shall determine the required capacity of the containment system which, at a minimum, shall include loads due to wind, repair materials, 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 be fireproof. Submit the enclosure design and plans for review and approval. The enclosure design and plans shall be sealed and signed by a North Carolina registered Professional Engineer. Do not install the containment system until the design and plans are approved. The Contractor will be responsible for certifying the containment system has been constructed in accordance with the approved plans.

Drilling holes in the superstructure for the purpose of attaching the containment system is prohibited. Upon completion of work, remove all anchorages in the substructure and repair the substructure at no additional cost to the Department.

The containment system shall be cleaned after each work day.

The containment plan shall meet Class 3A containment in accordance with SSPC Guide 6. Enclosure drawings and loads supported by the structure shall be prepared, signed and sealed by a Professional Engineer licensed by the State of North Carolina. Describe what physical containment will be provided during painting application to protect the public and areas not to be painted. 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**

No work begins until the Contractor furnishes the Engineer with a containment plan for surface preparation and coating operations and the Engineer reviews and approves in writing said plan. All wash water shall be collected and sampled prior to disposal. Representative sampling and testing methodology shall conform to 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: <http://www.ncdot.gov/projects/nchbridges/#stats>.



**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. All waste, hazardous or non-hazardous, requires numbered shipping manifests.

Comply with the NCDENR Hazardous Waste Compliance Manual for Generators of Hazardous Waste. 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 Division HazMat Manager or Project 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".

The North Carolina Department of Environment and Natural Resources (NCDENR) adopted RCRA as the North Carolina Hazardous Waste Management Rules and is responsible for enforcement. The "Hazardous Waste Compliance Manual for Generators of Hazardous Waste" is published by the Compliance Branch of the Division of Waste Management of NCDENR and can be found at <http://portal.ncdenr.org/web/wm/hw/rules>.

If waste is considered hazardous, the following applies:

Use a company from the below list of approved waste management companies. 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.

Southern Logistics, Inc. – 312 Orville Wright Dr., Greensboro, NC 27409  
(Ph. 336-662-0292)

A&D Environmental – PO Box 484, High Point, NC 27261  
(Ph. 336-434-7750)

Poseidon Environmental Services, Inc. – 837 Boardman-Canfield Rd #209, Youngstown, OH  
(Ph. 330-726-1560)

Clean Harbors Reidsville, LLC – 208 Watlington Industrial Drive, Reidsville, NC 27320  
(Ph. 336-342-6106)



Test all removed paint and spent abrasive media for lead following the SW-846 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 and Iron analysis of the paint chips stored on site, with disposal being in accordance with "Flowchart on Lead Waste Identification and Disposal" at:

**[http://portal.ncdenr.org/c/document\\_library/get\\_file?p\\_l\\_id=38491&folderId=328599&name=DLFE-9855.pdf](http://portal.ncdenr.org/c/document_library/get_file?p_l_id=38491&folderId=328599&name=DLFE-9855.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.

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 EPA ID number from the:

NC Hazardous Waste Section  
North Carolina Department of Environment & Natural Resources  
1646 Mail Service Center  
Raleigh, NC 27699  
Phone (919) 508-8400, Fax (919) 715-4061

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 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 this link:

**<http://portal.ncdenr.org/web/wm/provisional-hw-notification-page>**



Testing labs shall be certified in accordance with North Carolina State Laboratory Public Health Environmental Sciences. List of certified laboratories may be obtained at this link:

**<http://slphreporting.ncpublichealth.com/EnvironmentalSciences/Certification/CertifiedLaboratory.asp>**.

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

2. For leachable lead:
  - a. Soils/Solid/Liquid- EPA 1311/200.7/6010

Area sampling will be performed for the first 2 days at each bridge location. The area sample will be located within five 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 2 consecutive sample results are less than  $20 \mu\text{g}/\text{m}^3$ .

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 TSP-Lead monitoring for the first 10 days of the project during abrasive blasting, vacuuming and containment removal. Additional monitoring will be required during abrasive blasting 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 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 his authorized representative.

#### **SUBLETTING OF CONTRACT**

Only contractors certified to meet SSPC QP 1 and have successfully completed field painting on similar structures within 18 months prior to this bid are qualified for this work. Work is only sublet by approval of the Engineer.

#### **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 Managing Bridge Wash Water specification. 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 1080-13 of the *2012 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 2 tests per beam/girder and 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 work day, 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 which 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 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**

Comply with Article 442-4 of the *2012 Standard Specifications*. System 4 modified is an epoxy organic zinc and acrylic topcoats used over blast cleaned surfaces in accordance with SSPC SP-6. Field painting consists of applying primer and finish paints at the ends of beams and girders within a distance of 1.5 times the depth of the beam or girder at the bearing, except as otherwise stated. Paint terminations on all fascia beams and girders to provide a neat and straight line appearance with no overspray present. The determined length of the girders for all affected bridges in Cumberland County are as follows:

Bridge Number	Length of Painted Area	
	End Bents <sup>1</sup>	Interior Bents <sup>2</sup>
5	8'-0"	8'-0"
30	5'-0"	10'-0"
34	4'-0"	8'-0"
135	4'-0"	10'-0"
136	4'-0"	10'-0"
138	4'-0"	10'-0"
139	4'-0"	10'-0"

<sup>1</sup> Measured from front face of curtain wall

<sup>2</sup> Measured from end of girder

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 as 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. The Engineer approves all repair processes before the repair is made. Repaired areas shall meet the 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 organic 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 applicable requirements of Section 1080 of the *2012 Standard Specifications*.

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 which 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 4 modified shall be in accordance with SSPC SP-6. Any area(s) not meeting 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 QA (Quality Assurance) 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) Pencil Hardness Test - ASTM D3363
- (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 Article 442-13 of the *2012 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 M&T-610, submit all Dry Film Thickness (DFT) readings on a form equivalent to M&T-611.

Measure DFT at each spot on the attached diagram and at the required number of locations as specified below:

- (1) For span members with a height 36" or less check two (2) random locations along each member in each span.
- (2) For span members with a height 36" or greater check three (3) random locations along each member in each span.

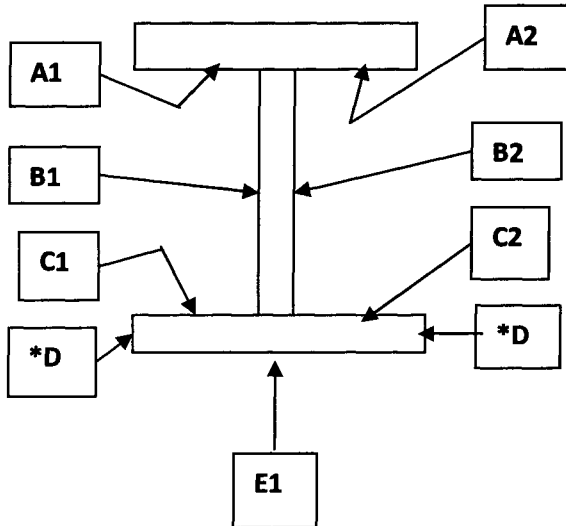
Stiffeners and other attachments to beams and or plate girders shall be measured at no less than two random spots per span. Also dry film thickness is measured at no less than two random spots per span on diaphragms/"K" frames.

Each spot is an average of three to five individual gauge 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 nonconforming shall be re-accessed 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.**

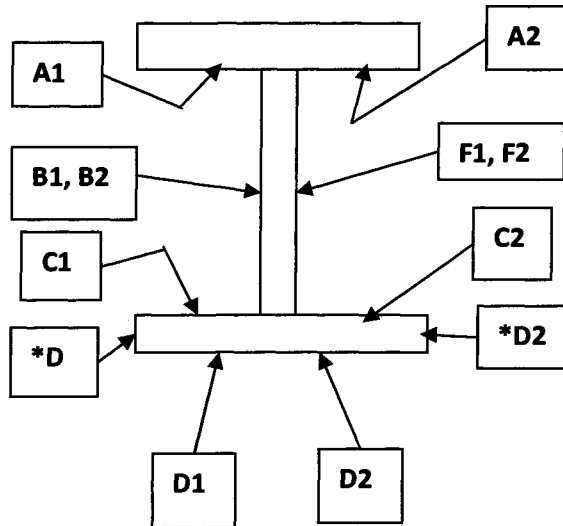
**7 Spot Areas  
21 Individual DFT Readings**



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

**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.**

Two 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.

Cure of the intermediate and stripe coats shall be assessed by using the thumb test in accordance with ASTM D1640 (Curing Formation Test) prior to the application of any successive layers of paint.

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.



## 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 1 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 *2012 Standard Specifications*.

Comply with Subarticle 442-14(D) of the *2012 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 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 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 Section 442 of the *2012 Standard Specifications* or the manufacturers' requirements. The more restrictive requirements will apply.

## UTILITIES

Protect all utility lines or mains which 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 *Painting Existing Weathering Steel Structure of Bridge No. \_\_\_\_\_*. 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; and 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 No. \_\_\_\_\_* 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:

<b>Pay Item</b>	<b>Pay Unit</b>
Painting Existing Weathering Steel Structure of Bridge No. ____	Lump Sum
Pollution Control	Lump Sum
Painting Containment for Bridge No. _____	Lump Sum

## **CLEANING AND PAINTING EXISTING BEARING PLATES** (12-5-12)

Thoroughly clean the exposed surfaces of all bearing plates, anchor bolts, nuts and washers on the existing structure in accordance with the Article 442-7(B) of the Standard Specifications. The Engineer shall approve the cleaning of each unit before painting.



After cleaning, apply a touch up coat of natural color organic zinc repair paint to the steel followed by a complete coat of the same paint.

Payment at the contract unit prices for the various pay items will be full compensation for the above work required for cleaning and painting existing bearing plates.

### **DESCRIPTION OF BRIDGES**

**Cumberland County Bridge #5:** The bridge was built in 1979 and carries NC 59 (Chicken Foot Road) over I-95. The superstructure consists of 2 spans of 9 lines of steel plate girders with a 57" web depth @ 8'-0" spacing with cross bracing and lateral bracing. The bridge is 263'-6" in length with a concrete deck and a 70'-10" total deck width. The minimum roadway under clearance is 17'-2". The existing paint system is weathering steel with the beam ends painted with water based acrylic (brown in color), and the estimated area to be cleaned and painted is 5,150 sq. ft.

**Cumberland County Bridge #6:** The bridge was built in 1976 and carries SR 1007 (All-American Freeway) over US 401 BUS (Raeford Road). The superstructure consists of 2 approach spans of 12 lines of W30 I-Beams with channel diaphragms, and one main span of 12 lines of steel plate girders with a 64" web depth with cross bracing and lateral bracing; all 12 lines are @ 8'-0" spacing. The bridge is 207'-0" in length with a concrete deck and a 94'-0" total deck width. The minimum roadway under clearance is 15'-2". The existing paint system is green vinyl over zinc, and the estimated area to be cleaned and painted is 41,499 sq. ft.

**Cumberland County Bridge #30:** The bridge was built in 1980 and carries I-95 SBL over I-95 Loop NBL/SR 2284. The superstructure consists of 4 spans of 6 lines @ 7'-6" spacing: 2 approach spans of W36x135 I-Beams with steel channel diaphragms, 2 main spans of steel plate girders with a 72" web depth with cross bracing and lateral bracing. The bridge is 407'-6<sup>13</sup>/<sub>16</sub>" in length with a concrete deck and a 42'-10" total deck width. The minimum roadway under clearance is 18'-0". The existing paint system is weathering steel with the beam ends painted with water based acrylic (brown in color), and the estimated area to be cleaned and painted is 8,210 sq. ft.

**Cumberland County Bridge #34:** The bridge was built in 1980 and carries NC 53/NC 210 (Cedar Creek Road) over I-95. The superstructure consists of 4 spans of 10 lines @ 7'-10" spacing: 2 approach spans of W30x99 I-Beams with steel channel diaphragms, 2 main spans of steel plate girders with a 58" web depth with cross bracing. The bridge is 301'-6" in length with a concrete deck and a 80'-5½" total deck width. The minimum roadway under clearance is 17'-0". The existing paint system is weathering steel with the beam ends painted with water based acrylic (brown in color), and the estimated area to be cleaned and painted is 9,640 sq. ft.

**Cumberland County Bridge #51:** The bridge was built in 1972 and carries US 401 BUS over NC 210 (Murchison Road). The superstructure consists of 3 spans: one approach span of 16 lines of W27 interior I-Beams and 2 lines of W36 exterior I-Beams with 7 lines @ 7'-10½" spacing and 7 lines @ 7'-5½" spacing, one approach span of 14 lines of W30 interior I-Beams and 2 lines of W36 exterior I-Beams with 6 lines @ 7'-10½" spacing and 6 lines @ 7'-5½" spacing, and one main span of 16 lines of W36 I-Beams with 7 lines @ 7'-10½" and 7 lines @ 7'-5½" spacing. The bridge is 138'-0" in length with a concrete deck and the total deck width varies from 107'-1" to 123'-5". The minimum roadway under clearance is 15'-3". The existing



paint system is aluminum over red lead, and the estimated area to be cleaned and painted is 21,215 sq. ft.

**Cumberland County Bridge #84:** The bridge was built in 1973 and carries US 401 BUS over Cumberland Street. The superstructure consists of 3 spans: 2 approach spans of 10 lines of W30 interior I-Beams and 2 lines of W36 exterior I-Beams and one main span of 12 lines of W36 I-Beams; the two center beam lines are @ 6'-0" spacing, all other lines are @ 7'-6" spacing. The bridge is 146'-0" in length with a concrete deck and a 86'-0" total deck width. The minimum roadway under clearance is 15'-3". The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is 17,298 sq. ft.

**Cumberland County Bridge #104:** The bridge was built in 1972 and carries NC 24 (Bragg Boulevard) over US 401 BUS. The superstructure consists of 2 spans of 14 lines of W36 I-Beams; the two center beam lines are @ 6'-0" spacing, all other lines are @ 8'-0" spacing. The bridge is 173'-0" in length with a concrete deck and a 112'-5½" total deck width. The minimum roadway under clearance is 16'-3". The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is 26,541 sq. ft.

**Cumberland County Bridge #112:** The bridge was built in 1972 and carries US 401 BUS over Hillsboro Street. The superstructure consists of 3 spans: one approach span of 11 lines of W33 interior I-Beams and 2 lines of W36 exterior I-Beams, one approach span of 11 lines of W30 interior I-Beams and 2 lines of W36 exterior I-Beams, and one main span of 13 lines of W36 I-Beams; the two center beam lines are @ 5'-0" spacing, 6 lines are @ 7'-6" spacing and 6 lines are @ 7'-7" spacing. The bridge is 168'-7½" in length with a concrete deck and a 94'-0" total deck width. The minimum roadway under clearance is 16'-1". The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is 23,137 sq. ft.

**Cumberland County Bridge #126:** The bridge was built in 1974 and carries NC 24/NC 210 (Grove Street) over Cape Fear River. The superstructure consists of 5 spans of 8 lines of steel plate girders with a 54" web depth @ 8'-4" with cross bracing and lateral bracing. The bridge is 620'-0" in length with a concrete deck and a 68'-5½" total deck width. The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is 84,124 sq. ft.

**Cumberland County Bridge #135:** The bridge was built in 1979 and carries NC 24 EBL over I-95. The superstructure consists of 4 spans of 6 lines @ 7'-7" spacing: 2 approach spans of steel plate girders with web depth varying from 2'-6" to 6'-3" with steel channel diaphragms, 2 continuous spans of steel plate girders with a 75" web depth with cross bracing and lateral bracing. The bridge is 418'-6" in length with a concrete deck and a 43'-10" total deck width. The minimum roadway under clearance is 17'-2". The existing paint system is weathering steel with the beam ends painted with water based acrylic (brown in color), and the estimated area to be cleaned and painted is 6,900 sq. ft.

**Cumberland County Bridge #136:** The bridge was built in 1979 and carries NC 24 WBL across I-95. The superstructure consists of 4 spans of 6 lines @ 7'-7" spacing: 2 approach spans of steel plate girders with web depth varying from 2'-6" to 6'-3" with steel channel diaphragms, 2 continuous spans of steel plate girders with a 75" web depth with cross bracing and lateral bracing. The bridge is 418'-6" in length with a concrete deck and a 43'-10" total deck width. The minimum roadway under clearance is 17'-3". The existing paint system is weathering steel with the beam ends painted with water based acrylic (brown in color), and the estimated area to be cleaned and painted is 6,900 sq. ft.



**Cumberland County Bridge #138:** The bridge was built in 1979 and carries NC 24 EBL Connector over I-95. The superstructure consists of 4 spans of 6 lines @ 7'-7" spacing: 2 approach spans of steel plate girders with web depth varying from 2'-6" to 6'-3" with steel channel diaphragms, 2 continuous spans of steel plate girders with a 75" web depth with cross bracing and lateral bracing. The bridge is 418'-6" in length with a concrete deck and a 43'-10" total deck width. The minimum roadway under clearance is 16'-10". The existing paint system is weathering steel with the beam ends painted with water based acrylic (brown in color), and the estimated area to be cleaned and painted is **6,900 sq. ft.**

**Cumberland County Bridge #139:** The bridge was built in 1979 and carries NC 24 WBL Connector over I-95. The superstructure consists of 4 spans of 6 lines @ 7'-7" spacing: 2 approach spans of steel plate girders with web depth varying from 2'-6" to 6'-3" with steel channel diaphragms, 2 continuous spans of steel plate girders with a 75" web depth with cross bracing and lateral bracing. The bridge is 418'-6" in length with a concrete deck and a 43'-10" total deck width. The minimum roadway under clearance is 16'-11". The existing paint system is weathering steel with the beam ends painted with water based acrylic (brown in color), and the estimated area to be cleaned and painted is **6,900 sq. ft.**

**Cumberland County Bridge #218:** The bridge was built in 1972 and carries SR 1404 (Hay Street) over US 401 BUS. The superstructure consists of 2 spans of 12 lines of W36 I-Beams @ 7'-1" spacing with steel channel diaphragms. The bridge is 178'-0" in length with a concrete deck and a 76'-0" total deck width. The minimum roadway under clearance is 16'-6". The existing paint system is aluminum over red, and the estimated area to be cleaned and painted is **24,386 sq. ft.**

**Harnett County Bridge #52:** The bridge was built in 1972 and carries NC 217 over Cape Fear River. The superstructure consists of 5 spans of 5 lines @ 9'-0" spacing: 2 approach spans are steel plate girders with a web depth of 68" with cross bracing, 3 continuous spans with steel plate girders with a web depth of 68" and haunched at the bents with cross bracing and lateral bracing. The bridge is 680'-0" in length with a concrete deck and a 42'-0" total deck width. The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is **72,295 sq. ft.**

**Bladen County Bridge #17:** The bridge was built in 1957 and carries US701 SBL, NC41 over Cape Fear River. The superstructure consists of approach spans of 7 lines of precast prestressed girders and 3 main spans are 441'-2" in total length consists of 2 lines of steel plate girders @ 24'-0" spacing and depth varies from 78.5" to 114.5" with floor beams, stringers, cross bracing and lateral bracing. The bridge is 1177' in length with a concrete deck and a 31'-6" total deck width. The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is **23,552 sq. ft.**

**Columbus County Bridge #17:** The bridge was built in 1974 and carries US701BUS over US74BYP/US76BYP. The superstructure consists of 2 spans of 4 lines of W30 interior I-Beams and 2 lines of W36 exterior I-Beams, all 6 lines are @ 7'-6" spacing; and 2 spans of various W36 I-Beams @ 7'-6" spacing. The bridge is 252' in length with a concrete deck and a 42'-1" total deck width. The minimum roadway under clearance is 15.9'. The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is **14,980 sq. ft.**

**Columbus County Bridge #18:** The bridge was built in 1969 and carries US74WBL over Lumber River Overflow. The superstructure consists of 3 spans of 6 lines of W30 I-Beams @ 8'-0" spacing. The bridge is 135' in length with a concrete deck and a 46'-0" total deck width.



The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is 6,888 sq. ft.

**Columbus County Bridge #22:-** The bridge was built in 1968 and carries NC87 over CSX RR. The superstructure consists of 3 spans of 5 lines of various W36 I-Beams @ 7'-6" spacing. The bridge is 194' in length with a concrete deck and a 36'-6" total deck width. The minimum under clearance above tracks is 21'-10". The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is 9,708 sq. ft.

**Robeson County Bridge #4:** The bridge was built in 1973 and carries NC130 over I95. The superstructure consists of 2 spans of 7 lines of W27 interior I-Beams and 2 lines of W36 exterior I-Beams, all 9 lines are @ 8'-1" spacing; and 2 continuous spans of 9 lines of various W36 I-Beams @ 8'-1" spacing. The bridge is 248' in length with a concrete deck and a 70'-4" total deck width. The minimum roadway under clearance is 16'-3". The existing paint system is Foliagegreen (ALKYD) over red lead, and the estimated area to be cleaned and painted is 21,989 sq. ft.

**Robeson County Bridge #70:** The bridge was built in 1971 and carries US74EBL over NC41. The superstructure consists of 2 spans of 4 lines of W30 interior I-Beams and 2 lines of W36 exterior I-Beams, all 6 lines are @ 7'-6" spacing; and 1 span of various W36 I-Beams @ 7'-6" spacing. The bridge is 152' in length with a concrete deck and a 42'-0" total deck width. The minimum roadway under clearance is 15'-8". The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is 8,922 sq. ft.

**Robeson County Bridge #72:** The bridge was built in 1969 and carries US74WBL over NC41. The superstructure consists of 2 spans of 4 lines of W30 interior I-Beams and 2 lines of W36 exterior I-Beams, all 6 lines are @ 8'-0" spacing; and 1 span of various W36 I-Beams @ 8'-0" spacing. The bridge is 152' in length with a concrete deck and a 46'-0" total deck width. The minimum roadway under clearance is 15'-10". The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is 9,038 sq. ft.

**Robeson County Bridge #86:** The bridge was built in 1973 and carries SR2459 over I95. The superstructure consists of 2 spans of 5 lines of W27 I-Beams @ 7'-3" spacing and 2 spans of 5 lines 39" plate girders @ 7'-3" spacing. The bridge is 261' in length with a concrete deck and a 34'-0" total deck width. The minimum roadway under clearance is 16'-1". The existing paint system is Foliagegreen (ALKYD) over red lead, and the estimated area to be cleaned and painted is 14,990 sq. ft.

**Robeson County Bridge #96:** The bridge was built in 1973 and carries SR1155 over I95. The superstructure consists of 2 spans of 5 lines of W27 I-Beams @ 7'-4" spacing and 2 spans of 5 lines 39" plate girders @ 7'-4" spacing. The bridge is 259' in length with a concrete deck and a 34.1' total deck width. The minimum roadway under clearance is 16'-6". The existing paint system is Foliagegreen (ALKYD) over red lead, and the estimated area to be cleaned and painted is 14,926 sq. ft.

**Robeson County Bridge #106:** The bridge was built in 1972 and carries I95NBL over SR2457. The superstructure consists of 4 continuous spans of 6 lines of W36 I-Beams @ 7'-4" spacing. The bridge is 229' in length with a concrete deck and a 42'-0" total deck width. The minimum roadway under clearance is 21'-6". The existing paint system is Foliagegreen (ALKYD) over red lead, and the estimated area to be cleaned and painted is 13,830 sq. ft.



**Robeson County Bridge #107:** The bridge was built in 1972 and carries I95SBL over SR2457. The superstructure consists of 4 continuous spans of 6 lines of W33 I-Beams @ 7'-4" spacing. The bridge is 213' in length with a concrete deck and a 42'-0" total deck width. The minimum roadway under clearance is 21'-6". The existing paint system is Foliagegreen (ALKYD) over red lead, and the estimated area to be cleaned and painted is **12,196 sq. ft.**

**Robeson County Bridge #144:** The bridge was built in 1955 and carries I95NBL over SR1541 & CSX RR. The superstructure consists of 4 spans of 4 lines of W36 I-Beams @ 8'-0" spacing. The bridge is 230' in length with a concrete deck and a 31'-4" total deck width. The minimum roadway under clearance is 21'-1". The minimum under clearance above tracks is 22'-3". The existing paint system is aluminum over red lead with beam ends (or parts of beams) painted with coal tar epoxy, and the estimated area to be cleaned and painted is **8,762 sq. ft.**

**Robeson County Bridge #145:** The bridge was built in 1955 and carries I95SBL over SR1541 & CSX RR. The superstructure consists of 4 spans of 4 lines of W36 I-Beams @ 8'-0" spacing. The bridge is 230' in length with a concrete deck and a 31'-4" total deck width. The minimum roadway under clearance is 21'-3". The minimum under clearance above tracks is 22'-3". The existing paint system is aluminum over red lead with beam ends (or parts of beams) painted with coal tar epoxy, and the estimated area to be cleaned and painted is **8,762 sq. ft.**

## **SUBMITTAL OF WORKING DRAWINGS**

**(2-10-12)**

### **5.0 GENERAL**

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

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

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

### **6.0 ADDRESSES AND CONTACTS**

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



## Via US mail:

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

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

Submittals may also be made via email.

Send submittals to:

[plambert@ncdot.gov](mailto:plambert@ncdot.gov) (Paul Lambert)

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

[jgaither@ncdot.gov](mailto:jgaither@ncdot.gov) (James Gaither)

[jlbolden@ncdot.gov](mailto:jlbolden@ncdot.gov) (James Bolden)

## Via other delivery service:

Mr. G. R. Perfetti, P. E.  
 State Bridge Design Engineer  
 North Carolina Department  
 of Transportation  
 Structure Design Unit  
 1000 Birch Ridge Drive  
 Raleigh, NC 27610

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

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

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

## Via US mail:

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

## Via other delivery service:

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

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

## Via US mail:

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

## Via other delivery service:

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



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

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

**Primary Structures Contact:**

Paul Lambert  
(919) 707 – 6407  
(919) 250 – 4082 facsimile  
[plambert@ncdot.gov](mailto:plambert@ncdot.gov)

**Secondary Structures Contacts:**

James Gaither  
(919) 707 – 6409

James Bolden  
(919) 707 – 6408

**Eastern Regional Geotechnical Contact (Divisions 1-7):**

K. J. Kim  
(919) 662 – 4710  
(919) 662 – 3095 facsimile  
[kkim@ncdot.gov](mailto:kkim@ncdot.gov)

**Western Regional Geotechnical Contact (Divisions 8-14):**

John Pilipchuk  
(704) 455 – 8902  
(704) 455 – 8912 facsimile  
[jpilipchuk@ncdot.gov](mailto:jpilipchuk@ncdot.gov)

## **7.0 SUBMITTAL COPIES**

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

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

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



**STRUCTURE SUBMITTALS**

<b>Submittal</b>	<b>Copies Required by Structure Design Unit</b>	<b>Copies Required by Geotechnical Engineering Unit</b>	<b>Contract Reference Requiring Submittal <sup>1</sup></b>
Arch Culvert Falsework	5	0	Plan Note, SN Sheet & "Falsework and Formwork"
Box Culvert Falsework <sup>7</sup>	5	0	Plan Note, SN Sheet & "Falsework and Formwork"
Cofferdams	6	2	Article 410-4
Foam Joint Seals <sup>6</sup>	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 <sup>2</sup> (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 <sup>4,5</sup>	7	0	Article 1072-8
Miscellaneous Metalwork <sup>4,5</sup>	7	0	Article 1072-8
Optional Disc Bearings <sup>4</sup>	8	0	"Optional Disc Bearings"



Overhead and Digital Message Signs (DMS) (metalwork and foundations)	13	0	Applicable Provisions
Placement of Equipment on Structures (cranes, etc.)	7	0	Article 420-20
Pot Bearings <sup>4</sup>	8	0	“Pot Bearings”
Precast Concrete Box Culverts	2, then 1 reproducible	0	“Optional Precast Reinforced Concrete Box Culvert at Station ____”
Prestressed Concrete Cored Slab (detensioning sequences) <sup>3</sup>	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 <sup>5</sup>	7	0	Article 1072-8 & “Sound Barrier Wall”
Structural Steel <sup>4</sup>	2, then 7	0	Article 1072-8
Temporary Detour Structures	10	2	Article 400-3 & “Construction, Maintenance and Removal of Temporary Structure at Station ____”
TFE Expansion Bearings <sup>4</sup>	8	0	Article 1072-8



**FOOTNOTES**

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

**GEOTECHNICAL SUBMITTALS**

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



**FOOTNOTES**

1. References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Subarticles refer to the *Standard Specifications*.
2. Submit one hard copy of submittal to the Resident or Bridge Maintenance Engineer. Submit a second copy of submittal electronically (PDF via email) or by facsimile, US mail or other delivery service to the appropriate Geotechnical Engineering Unit regional office. Electronic submission is preferred.
3. The Pile Driving Equipment Data Form is available from:  
[www.ncdot.org/doh/preconstruct/highway/geotech/formdet/](http://www.ncdot.org/doh/preconstruct/highway/geotech/formdet/)  
See second page of form for submittal instructions.  
Electronic copy of submittal is required. See referenced provision.

**SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTEREST****CSX TRANSPORTATION, INC. - RAILROAD SPECIAL PROVISIONS****NOTICE TO THE RAILROAD COMPANY OF START OF WORK:**

The Contractor shall notify CSX Transportation, Inc., herein called the Railroad Company, at least thirty (30) days in advance of the date on which he expects to start work on the railroad right-of-way. A written notice is required. No work shall commence on CSXT right-of-way until the Railroad Company has received and approved the Contractor's insurance policy.

**RELOCATION OF WIRE LINES:**

Any temporary or permanent changes in wire lines necessitated by the construction of the project will be made by others without cost to the Contractor. However, the Contractor will be required to bear the cost of any changes that are made at his request solely for his convenience in the conduct of his operations.

**DELAYS CAUSED BY OPERATIONS OF OTHERS:**

The Contractor's attention is called to the fact that neither the North Carolina Department of Transportation, herein called the Department of Transportation, nor the Railroad Company assumes any responsibility for any work performed by others in connection with the construction of the project, and the Contractor shall have no claim whatsoever against the Department of Transportation or the Railroad Company for any inconvenience, delay, or additional cost incurred by him on account of such operations by others.

**COOPERATION WITH OTHERS:**

The Contractor shall cooperate with others participating in the construction of the project to the end that all work may be carried on to the best advantage.



AUTHORITY OF RAILROAD ENGINEER:

The authorized representative of the Railroad Company hereinafter referred to as Railroad Engineer, shall have the final authority in all matters affecting the safe maintenance of railroad traffic of his company.

CONSTRUCTION CORRESPONDENCE AND SUBMITTALS:

Initially, direct all construction related correspondence to the Philadelphia AECOM office, CSXT's General Engineering Contractor. The Philadelphia office address is:

Mr. Brian V. Harrison, PE  
AECOM  
1700 Market Street  
Suite 1600  
Philadelphia, PA 19103

And a copy to:

Clyde Gray  
CSX Transportation  
1610 Forest Avenue  
Suite 120  
Richmond, VA 23229

All required construction submittals shall be forwarded to and approved in writing by the Railroad Company prior to proceeding with construction of each applicable phase. Thirty (30) days will be required to review all construction submittals. An additional thirty (30) day will be required to review any subsequent submissions returned not approved.

EMERGENCY ACTION PLAN:

The Contractor shall develop and submit an emergency action plan indicating the location of the site, contact names and phone numbers, access to the site, instructions for emergency response, and location of the nearest hospitals. The plan shall also cover the Contractor's means of fire suppression that may include the phone number and location of the nearest fire department. The plan shall cover all items required in the event of an emergency at the site.

CONSTRUCTION SCHEDULE:

The Contractor shall prepare and submit a detailed construction schedule for the duration of the project clearly indicating the time periods while working on and around CSXT right-of-way.

INTERFERENCE WITH RAILROAD OPERATIONS:

The Contractor shall so arrange and conduct his work that there will be no interference with railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to the poles, wire, and other facilities of tenants on the



rights-of-way of the Railroad Company. Wherever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability.

Should conditions arising from or in connection with the work, require that immediate and unusual provisions be made to protect train operations and property of the Railroad Company, it shall be a part of the required services by the Contractor to make such provisions and if, in the judgement of the Railroad Engineer such provisions is insufficient, the Railroad Engineer or the Highway Engineer, may at the expense of the Contractor, require or provide such provisions as may be deemed necessary.

The Contractor will not be permitted to provide less than the following temporary clearances during construction of the proposed overhead bridge:

15'-0" horizontal clearance measured to track from centerline of track to falsework.

23'-0", or no less than existing vertical clearance from top of rail to falsework. Any temporary reduction in vertical clearance must be requested in writing for further review and approval by the Railroad.

#### STRUCTURE EXCAVATION AND SHORING:

The Contractor shall furnish evidence to the Department of Transportation and the Railroad Company that, upon starting construction of the proposed grade separation structure, he shall expedite the excavation and bridge work continuously and diligently to completion.

The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles, for highway bridge footings adjacent to track to provide adequate lateral support for the track and loads which it carries without disturbance of track alignment and service, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for shoring, shall first be approved by the Railroad, but such approval shall not relieve the contractor from liability.

Shoring or sheeting protection shall be provided when excavating adjacent to an active railroad track, except as noted below.

Shoring will not be required if both the following conditions are satisfied:

1. Excavation does not encroach upon a 1½ horizontal: 1 vertical theoretical slope line starting 1'-6" below top of rail and at 12'-0" minimum from centerline of the track.
2. Track is on level ground or in a cut section and on stable soil.

When track is on embankment, excavating the toe of embankment without shoring may affect the stability of the embankment. Therefore, excavation of embankment toe without shoring will not be permitted.



Preferred protection is the cofferdam type that completely encloses the excavation. Where dictated by conditions, partial cofferdams with open sides away from the track may be used. Cofferdams shall be constructed using steel sheet piling or steel soldier beams with timber lagging. Wales and struts shall be provided as needed. The following shall be considered when designing cofferdams:

- a. Sheeting shall be designed to resist a vertical live load surcharge of 1800 lbs per square foot, in addition to active earth pressure. The surcharge shall be assumed to act on a continuous strip, 8'-6" wide. Lateral pressures due to surcharge shall be computed using the strip load formula shown in A.R.E.M.A. specifications, Chapter 8, Part 20.
- b. Allowable stresses in materials shall be in accordance with A.R.E.M.A. Specifications, Chapter 7, 8, and 15.
- c. A construction procedure for temporary shoring shall be shown on the drawing.
- d. Safety railing shall be installed when temporary shoring is within 12 feet of track.
- e. A minimum distance of 10 feet from centerline of the track to face of sheeting shall be maintained.

The Contractor shall submit the following drawings and calculations for Railroad review and approval.

1. Three (3) sets of detailed drawings of the shoring systems showing sizes of all structural members, details of connections, and distances from centerline of track to face of shoring. Drawing shall show a section showing height of sheeting and track elevation in relation to bottom of excavation.
2. One set of calculations of the cofferdam design prepared in accordance with CSXT's Criteria for Overhead Bridges dated September 14, 2007. The drawings and calculations shall be prepared by a North Carolina Registered Professional Engineer experienced in the design of shoring and cofferdams and shall bear his seal and signature.

The subgrade of an operated track shall be maintained with edge of berm at least 10' from centerline of track and not more than 24" below top of rail. Unless so indicated on the plans the Contractor will not be required to make the existing section meet this specification and if substandard, the existing section will be maintained.

#### DEMOLITION OF EXISTING STRUCTURE:

Railroad tracks shall be protected from damage during demolition of existing structure or replacement of deck slab.



During demolition of the deck, a protection shield shall be erected over the track to catch falling debris. The protection shield shall be supported from girders or beams and shall not be lower than allowed temporary clearance. The deck shall be removed by cutting it in sections and lifting out. All cranes and hardware used in picks is to account for a 150% Factor of Safety. Factor of safety implied in crane charts is not to be considered in determination of lifting capacity. Large pieces of deck shall not be allowed to fall on protection shield.

Blasting will not be permitted to demolish a structure over or within railroad right-of-way.

The Contractor shall submit detailed demolition plans, including protection shield details to the Railroad Engineer for approval prior to the start of demolition. The plans shall also indicate the location and capacity of the proposed cranes and estimated lifting loads. The plans shall be prepared by a North Carolina Registered Professional Engineer and shall bear his seal and signature.

#### BLASTING:

Explosives shall not be used adjacent to any track or other railroad property without the advance approval of the Highway Engineer and the Railroad Engineer, but such approval will not relieve the Contractor of any liability. If use of explosives is permitted, the blasting shall be done with light charges under the direct experienced supervision of a responsible officer or employee of the Contractor, or of the Department of Transportation. Electric detonating fuses or charges shall not be used on account of possible premature explosions resulting from operation of 2-way train radios. Every precaution shall be taken to avoid damage to property, injury to persons and interruption of railroad operations.

No blasting shall be done without an authorized Railroad representative present, who will determine the approximate location of trains in order that the Contractor can be certain whether or not sufficient time will be available for blasting and subsequent cleanup without delaying trains. The Contractor shall notify the Railroad Engineer at least 10 days in advance of blasting to permit arrangement for the presence of an authorized Railroad representative and such flagging service as may be deemed necessary.

The Contractor shall have adequate equipment, labor, and materials at the job site and provide sufficient time to clean up the debris resulting from the blasting without delay to trains. He will at his expense correct any track misalignment or other damage to railroad property resulting from the blasting as directed by the Railroad Engineer. If his actions result in delays to trains, the Contractor shall bear the entire cost thereof.

Blasting shall be discontinued immediately upon notice by the Railroad Engineer or the Highway Engineer that it is too hazardous.

#### STORAGE OF MATERIALS:

Materials and equipment shall not be stored where they will interfere with railroad operations, nor on the rights-of-way of the Railroad Company without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that



the Railroad Company will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

#### DAMAGES:

The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by railroad traffic.

#### MAINTENANCE OF DITCHES ADJACENT TO RAILROAD TRACKS:

The Contractor shall submit plans indicating the proposed methods of erosion control during construction, in particular, excavation for the piers and grading.

The Contractor shall exercise necessary precautions to prevent fouling of track ballast and existing ditches in the excavation of material at the proposed structure site. He shall maintain the existing railroad ditches free from obstruction and silt through the duration of his construction operations and upon completion of the structure shall leave the ditches in conditions satisfactory to the Railroad Engineer.

Should material from excavating at the proposed structure site foul the track ballast, the Contractor will be required to clean or replace the fouled ballast under the direction of and to the satisfaction of the Railroad Engineer.

Any cost incurred by the Railroad Company for repairing damage to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid by the Contractor to the Railroad Company.

#### TEMPORARY RAILROAD GRADE CROSSINGS:

Where the plans show or imply that equipment or materials of any nature must be transported across a Railroad, unless the Department of Transportation has included arrangements for such crossings in its agreement with the Railroad, the Contractor will be required to first obtain authority for its installation, maintenance, and removal from the Railroad Engineer. The Contractor shall execute CSX Railroad's standard private road crossing agreement. Railroad Forces will do all work within two feet of the rail and the Contractor will pay all cost associated with the installation, maintenance and removal of the temporary grade crossing. The Contractor shall arrange for any resulting necessity of watching and flagging and to furnish the Railroad Company with a separate Railroad Protective Liability Policy other than the one required by these special provisions. All the above shall be at no cost to the Department of Transportation.

In the event the Department of Transportation has made arrangements for the Temporary Grade Crossings, the Contractor will need to have a railroad flagman on site during any use of the crossing and the crossings must be physically barricaded during such times that it is not required for use. The Contractor shall construct the road and approaches such that it does not interrupt existing drainage patterns and to the satisfaction of the Railroad. Flagman must be on site for construction and the roadway must be removed upon completion of the project. The



Contractor shall restore the property including any drainage ditches. The Contractor's attention is called to the fact that he will not be required to bear the cost of the flagging services required by the Railroad Company or provide any additional railroad insurance except that required by the Insurance Special Provision.

#### ERECTION PROCEDURE:

The Contractor shall submit a detailed procedure for erecting the spans over railroad tracks. Equipment used for the erection, or removal of structures over railroad facilities, shall have a minimum lifting capacity of one hundred-fifty percent (150%). Factor of safety implied in crane charts is not to be considered in determination of lifting capacity. The procedure shall indicate the capacity of cranes, location of cranes with respect to the tracks and estimated lifting loads. The erection procedure must follow CSX Construction Guidelines and be prepared by a

North Carolina Registered Professional Engineer and shall bear his seal and signature. The procedure must be approved by the Railroad.

#### FLAGGING PROTECTION OR WATCHMAN SERVICE:

The watchman and flagging service required by the Railroad Company for the safety of railroad operations because of work performed by the Contractor or subcontractors in connection with the construction of the proposed overhead bridge will be provided by CSX Transportation, Inc. and the Contractor's special attention is called to the fact that he will not be required to bear the cost of any watchman or flagging service required by CSX Transportation, Inc., other than that required at any temporary grade crossing, as the Railroad Company will be reimbursed by the Department of Transportation on bills rendered monthly. All bills to be prepared in accordance with the Federal-Aid Policy Guide 23 CFR 646B.

When the Contractor's men or equipment are working within eighteen (18) feet of the nearest rail, over, under or adjacent to the track over which trains are operated, or when work is being performed adjacent to an operated track which may present a hazard to train operations, or when equipment is being used which does, or may infringe on such limits, and at other times, when in the opinion of the Railroad Engineer such protection is necessary, the services of a man or men will be used for flagman or watchman service.

The Contractor shall give 10 days advance notice to the Railroad Engineer in order that flagging service can be arranged and provided. No work shall be undertaken until the flagman, or flagmen, are at the job site. The estimated number and classification of men are shown in the Force Account Estimate.

The estimated cost of Flagging Protection or Watchman Service is shown in the Force Account Estimates prepared by CSX Transportation, Inc., and made a part of the Plans, Specifications and Estimate.

If the Railroad Company for any reason finds it necessary to furnish a watchman or flagman of a different classification from that shown in the Force Account Estimate, bills will be



rendered and shall be paid on the basis of the rate of pay for the men used whether that is above or below the rate given. If the rate of pay of any employee that is to be used for watchman or flagging service is changed before the work is started or during the progress of the work, either by law or agreement between the Railroad Company and its employees, or if the tax rates on labor are changed, bills will be rendered by the Railroad Company and paid by the Department of Transportation on the new rates.

The Contractor's attention is also called to the fact that he will be required to carry on his operations which require flagging protection or watchman service in such a manner and sequence that the cost of such will be as economical as possible.

**COMPLETION AND ACCEPTANCE OF WORK:**

Upon completion of the work, the Contractor shall remove from within the limits of the railroad right of way all machinery, equipment, surplus materials, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat and orderly condition. After the final inspection has been made and work found to be completed in a satisfactory manner acceptable to the Department of Transportation and the Railroad Company, the Department of Transportation will be notified of the Railroad Company's acceptance in writing by the Railroad Engineer within ten (10) days or as soon thereafter as practicable.

At project completion, a complete set of "As Built" plans for the proposed construction shall be submitted to CSXT Bridge Maintenance and Design Group. CSXT will keep these plans on file in Jacksonville for future reference. Please address these plans to:

Mr. Rick Garro  
500 Water Street  
J-350  
Jacksonville, FL 32202

**TRAIN DATA**

**Columbus #22**

1 Track  
Ten (10) Trains per Day  
Max. Speed 49 MPH  
Freight

**Robeson 144 & 145**

2 Tracks  
Two (2) Trains per Day  
Max. Speed 40 MPH  
Freight



## INSURANCE SPECIAL PROVISIONS FOR

CSX TRANSPORTATION, INC.

## STRUCTURE MAINTENANCE

WBS 17BP.6.P.6

Bladen, Columbus and Robeson Counties

- A. In addition to any other forms of insurance or bonds required elsewhere in the contract documents, the Contractor will be required to provide coverage conforming to the requirements of the Federal-Aid Policy Guide outlined under 23 CFR 646A for all work to be performed on Railroad right(s)-of-way under the terms of the contract by carrying insurance of the following kinds:

1. CONTRACTOR'S COMMERCIAL GENERAL LIABILITY INSURANCE:

- a. The Contractor shall furnish an original and one copy of the certificates of insurance and one certified copy of the policy to the Department of Transportation as evidence that, with respect to the operations he performs on railroad right-of-way, he carries Commercial General Liability Insurance including "XCU" coverage providing for limits of liability as follows:

<u>COVERAGE</u>	<u>MINIMUM COMBINED LIMITS OF LIABILITY</u>
Bodily Injury Liability	\$ 5,000,000 Per Occurrence
Property Damage Liability	\$ 5,000,000 Aggregate

- b. If any part of the work is sublet, similar insurance and evidence thereof in the same amounts as required of the Prime Contractor, shall be provided by the subcontractor to cover his operations on railroad right-of-way. As an alternative, the Prime Contractor may provide insurance for the subcontractor by means of separate and individual policies.
- c. Certificates of Insurance holders are to be sent to the addressees given below. Certificates shall make reference to the project, milepost and county.

NCDOT Rail Division  
Engineering & Safety Branch  
c/o State Railroad Agent  
1556 Mail Service Center  
Raleigh, N.C. 27699-1556

CSX Transportation, Inc.  
Risk Manager  
500 Water Street  
Jacksonville, Florida  
32202



2. RAILROAD PROTECTIVE LIABILITY INSURANCE:

- a. The Contractor shall furnish to the Department of Transportation an original and one duplicate of the Railroad Protective Liability Insurance Policy with limits of liability as follows:

<u>COVERAGE</u>	<u>MINIMUM COMBINED LIMITS OF LIABILITY</u>
Bodily Injury Liability	\$5,000,000 Per Occurrence
Property Damage Liability	\$10,000,000 Aggregate Per Annual Policy Period
Physical Damage to Property	

- b. The Railroad Protective Liability Policy is to be written on the ISO/RIMA Form No. CG 00 35 10 93 (or updates thereof) including Endorsements CG 28 31 11 85 and IL 00 21 or their equivalents.
- c. The insurer must be financially stable and rated A- or better in A.M. Best & Company's Insurance Reports.
- d. The name and address of Contractor and Department of Transportation must be shown on the Declarations page.
- e. The named insured, description of the work and designation of the job site to be shown on the Policy are as follows:

Named Insured: CSX Transportation, Inc.  
Casualty Insurance Department (J-907)  
500 Water Street  
Jacksonville, Florida 32202

Description and Designation: Clean and paint steel girders for Bridge No. 22 on NC 87 over the tracks of CSX Transportation, Inc. in Columbus County and Bridge No. 144 & Bridge No. 145 over the tracks of CSX Transportation and SR-1541 in Robeson County, North Carolina identified as State Project WBS 17BP.6.P.6

- B. The Railroad Protective Liability Policy shall contain a clause requiring that sixty (60) days written notice be given the Department of Transportation and the Railroad Company prior to cancellation or change.



All other policies and certificates shall contain a clause requiring that thirty (30) days written notice be given to the Department of Transportation and the Railroad Company

prior to cancellation or change. The notices shall make reference to the project, milepost and county.

NOTICE TO:

Jonathan MacArthur  
Insurance Department  
CSX Corporation  
500 Water Street - C907  
Jacksonville, FL 32202  
904.359.3394 (Phone)  
904.306.5325 (Fax)  
Jonathan\_MacArthur@csx.com

COPY NOTICE TO:

NCDOT Rail Division  
Engineering & Safety Branch  
c/o State Railroad Agent  
1556 Mail Service Center  
Raleigh, N. C. 27699-1556

- C. All insurance herein before specified shall be carried until the final inspection and acceptance of the project, or that portion of the project within railroad right-of-way, by the Department of Transportation or, in the case of subcontractors, until the Contractor furnishes a letter to the Engineer stating that the subcontractor has completed his subcontracted work within railroad right-of-way to the satisfaction of the Contractor and that the Contractor will accomplish any additional work necessary on railroad right-of-way with his own forces. It is understood that the amounts specified are minimum amounts and that the Contractor may carry insurance in larger amounts if he so desires. As to "aggregate limits", if the insurer establishes loss reserves equal to or in excess of the aggregate limit specified in any of the required insurance policies, Contractor shall immediately notify the Department of Transportation and shall cease all operations until the aggregate limit is reinstated. If the insurer establishes loss reserves equal to or in excess of one-half of the aggregate limit, Contractor shall arrange to restore the aggregate limit to at least the minimum amount stated in these requirements. Any insurance policies and certificates taken out and furnished due to these requirements shall be approved by the Department of Transportation and the Railroad Company as to form and amount prior to beginning work on railroad right-of-way.

No extra allowance will be made for the insurance required hereunder; the entire cost of same is to be included in the unit contract price bids for the several pay items.

- D. Evidence of insurance as required above shall be furnished for review to the Department of Transportation at the address shown below after which it will be forwarded by the Department of Transportation to the Railroad.



Send to Department:

NCDOT Rail Division  
Engineering & Safety Branch  
c/o State Railroad Agent  
1556 Mail Service Center  
Raleigh, NC 27699-1556

**CRANE SAFETY (8-15-05)**

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

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

**CRANE SAFETY SUBMITTAL LIST**

**Competent Person:** Provide the name and qualifications of the "Competent Person" responsible for crane safety and lifting operations. The named competent person will have the responsibility and authority to stop any work activity due to safety concerns.

**Riggers:** Provide the qualifications and experience of the persons responsible for rigging operations. Qualifications and experience should include, but not be limited to, weight calculations, center of gravity determinations, selection and inspection of sling and rigging equipment, and safe rigging practices.

**Crane Inspections:** Inspection records for all cranes shall be current and readily accessible for review upon request.

**Certifications:** By July 1, 2006, crane operators performing critical lifts shall be certified by NC CCO (National Commission for the Certification of Crane Operators), or satisfactorily complete the Carolinas AGC's Professional Crane Operator's Proficiency Program. Other approved nationally accredited programs will be considered upon request. All crane operators shall also have a current CDL medical card. Submit a list of anticipated critical lifts and corresponding crane operator(s). Include current certification for the type of crane operated (small hydraulic, large hydraulic, small lattice, large lattice) and medical evaluations for each operator.



**BRIDGE JACKING****SPECIAL****1.0 GENERAL**

Bridge jacking is to facilitate repairs to girders and to replace bearings, as indicated in the plans. Contractor shall submit, for review and approval, a proposed Jacking Plan. Prior to bridge jacking, complete all diaphragm modifications at the pier being jacked. Jack girders on one side of the bent at the locations shown on the plans and in the sequence noted on the Jacking Plan.

**2.0 UTILITY COORDINATION**

Utility owners with active utilities on the bridge shall be notified by the contractor of the jacking operation 30 days before the operation begins.

**3.0 SCOPE OF WORK**

Work for bridge jacking includes setting blocking and jacks, jacking bridge girders, mechanically locking jacks, setting and maintaining devices to monitor location of girders, and lowering bridge spans onto bearing assemblies, after required repairs are complete.

**4.0 BASIS OF PAYMENT**

*Bridge Jacking* will be measured and paid as the actual number of jacking assemblies. Such unit price will be full compensation for all materials, equipment, tools, labor, and incidentals necessary to complete the work.

**GIRDER REPAIR****SPECIAL****1.0 GENERAL**

Cut and remove deteriorated girder portions at locations determined by Engineer, after blasting and priming for new paint system. The Engineer will determine the extent of the section to be removed. The repaired girder section shall be inspected by NCDOT during fit-up and approved before welding the new section may begin. After approval of the fit-up girder section, weld fit-up girder section into place. Welding shall be performed by certified welders as specified in the Standard Specifications.

**2.0 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 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.



### 3.0 BASIS OF PAYMENT

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

### LAW ENFORCEMENT

### SPECIAL

#### **Description**

Furnish law enforcement officers and marked law enforcement vehicles to direct traffic in accordance with the contract.

#### **Construction Methods**

Use uniformed law enforcement officers and marked law enforcement vehicles equipped with lights mounted on top of the vehicle and law enforcement vehicle emblems to direct or control traffic as required by the plans or by the Engineer.

#### **Measurement and Payment**

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

Payment will be made under:

**Pay Item**  
Law Enforcement

**Pay Unit**  
Hour



**STANDARD SPECIAL PROVISION**  
**AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

(5-20-08)

Z-2

*General Statute 143C-6-11. (h) Highway Appropriation* is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(E) of the *2012 Standard Specifications*.



**STANDARD SPECIAL PROVISION**  
**NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY**

(5-17-11)

Z-3

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

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

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

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

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

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



Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

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

#### FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

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

Sericea Lespedeza  
Oats (seeds)

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

Tall Fescue (all approved varieties)  
Kobe Lespedeza  
Korean Lespedeza  
Weeping Lovegrass  
Carpetgrass

Bermudagrass  
Browntop Millet  
German Millet – Strain R  
Clover – Red/White/Crimson

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

Common or Sweet Sundangrass

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

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



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

Centipedegrass  
Crownvetch  
Pensacola Bahiagrass  
Creeping Red Fescue

Japanese Millet  
Reed Canary Grass  
Zoysia

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

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



**STANDARD SPECIAL PROVISION****ERRATA**

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

Z-4

Revise the *2012 Standard Specifications* as follows:

**Division 2**

**Page 2-7, line 31, Article 215-2 Construction Methods,** replace “Article 107-26” with “Article 107-25”.

**Page 2-17, Article 226-3, Measurement and Payment, line 2,** delete “pipe culverts.”

**Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows:** **Line 1,** replace “(4) Buffer Zone” with “(c) Buffer Zone”; **Line 12,** replace “(5) Evaluation for Potential Wetlands and Endangered Species” with “(d) Evaluation for Potential Wetlands and Endangered Species”; and **Line 33,** replace “(6) Approval” with “(4) Approval”.

**Division 4**

**Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping,** replace “sheet pile” with “reinforcement”.

**Division 6**

**Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments,** replace “30” with “45”.

**Page 6-10, line 42, Subarticle 609-6(C)(2),** replace “Subarticle 609-6(E)” with “Subarticle 609-6(D)”.

**Page 6-11, Table 609-1 Control Limits,** replace “Max. Spec. Limit” for the Target Source of  $P_{0.075}/P_{be}$  Ratio with “1.0”.

**Page 6-40, Article 650-2 Materials,** replace “Subarticle 1012-1(F)” with “Subarticle 1012-1(E)”

**Division 10**

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

**Division 12**

**Page 12-7, Table 1205-3,** add “FOR THERMOPLASTIC” to the end of the title.

**Page 12-8, Subarticle 1205-5(B), line 13,** replace “Table 1205-2” with “Table 1205-4”.

**Page 12-8, Table 1205-4 and 1205-5,** replace “THERMOPLASTIC” in the title of these tables with “POLYUREA”.

**Page 12-9, Subarticle 1205-6(B), line 21,** replace “Table 1205-4” with “Table 1205-6”.

**Page 12-11, Subarticle 1205-8(C), line 25,** replace “Table 1205-5” with “Table 1205-7”.



**Division 15**

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

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

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

**Division 17**

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

Revise the *2012 Roadway Standard Drawings* as follows:

**1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation,** replace “1633.01” with “1631.01”.



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

(3-18-03)

Z-04a

**Within Quarantined Area**

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

**Originating in a Quarantined County**

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

**Contact**

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

**Regulated Articles Include**

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



**STANDARD SPECIAL PROVISION****MINIMUM WAGES**

(7-21-09)

Z-5

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

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

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

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

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

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

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



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

(10-16-07) (Rev. 5-21-13)

Z-10

**Description**

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

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

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

**Minorities and Women**

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

**Assigning Training Goals**

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



**Training Classifications**

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

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

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

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

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

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

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

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



**Records and Reports**

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

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

**Trainee Interviews**

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

**Trainee Wages**

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

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

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

**Achieving or Failing to Meet Training Goals**

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

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

**Measurement and Payment**

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



County : Harnett, Cumberland, Columbus, Robeson, Bladen

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	512 SF		
0003	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	1,302 SF		
0004	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	26 SF		
0005	4415000000-N	1115	FLASHING ARROW BOARD	4 EA		
0006	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	4 EA		
0007	4430000000-N	1130	DRUMS	950 EA		
0008	4435000000-N	1135	CONES	50 EA		
0009	4445000000-E	1145	BARRICADES (TYPE III)	48 LF		
0010	4450000000-N	1150	FLAGGER	896 HR		
0011	4480000000-N	1165	TMA	2 EA		
0012	4510000000-N	SP	LAW ENFORCEMENT	672 HR		
0013	8296000000-N	442	POLLUTION CONTROL	Lump Sum	L.S.	
0014	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #104 CUMBERLAND	Lump Sum	L.S.	
0015	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #106 ROBESON	Lump Sum	L.S.	
0016	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #107 ROBESON	Lump Sum	L.S.	
0017	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #112 CUMBERLAND	Lump Sum	L.S.	



County : Harnett, Cumberland, Columbus, Robeson, Bladen

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0018	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #126 CUMBERLAND	Lump Sum	L.S.	
0019	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #144 ROBESON	Lump Sum	L.S.	
0020	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #145 ROBESON	Lump Sum	L.S.	
0021	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #17 BLADEN	Lump Sum	L.S.	
0022	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #17 COLUMBUS	Lump Sum	L.S.	
0023	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #18 COLUMBUS	Lump Sum	L.S.	
0024	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #218 CUMBERLAND	Lump Sum	L.S.	
0025	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #22 COLUMBUS	Lump Sum	L.S.	
0026	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #4 ROBESON	Lump Sum	L.S.	
0027	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #51 CUMBERLAND	Lump Sum	L.S.	
0028	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #52 HARNETT	Lump Sum	L.S.	
0029	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #6 CUMBERLAND	Lump Sum	L.S.	
0030	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #70 ROBESON	Lump Sum	L.S.	



County : Harnett, Cumberland, Columbus, Robeson, Bladen

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0031	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #72 ROBESON	Lump Sum	L.S.	
0032	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #84 CUMBERLAND	Lump Sum	L.S.	
0033	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #86 ROBESON	Lump Sum	L.S.	
0034	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #96 ROBESON	Lump Sum	L.S.	
0035	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #104 CUMBERLAND	Lump Sum	L.S.	
0036	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #106 ROBESON	Lump Sum	L.S.	
0037	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #107 ROBESON	Lump Sum	L.S.	
0038	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #112 CUMBERLAND	Lump Sum	L.S.	
0039	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #126 CUMBERLAND	Lump Sum	L.S.	
0040	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #135 CUMBERLAND	Lump Sum	L.S.	
0041	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #136 CUMBERLAND	Lump Sum	L.S.	
0042	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #138 CUMBERLAND	Lump Sum	L.S.	
0043	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #139 CUMBERLAND	Lump Sum	L.S.	



County : Harnett, Cumberland, Columbus, Robeson, Bladen

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0044	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #144 ROBESON	Lump Sum	L.S.	
0045	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #145 ROBESON	Lump Sum	L.S.	
0046	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #17 BLADEN	Lump Sum	L.S.	
0047	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #17 COLUMBUS	Lump Sum	L.S.	
0048	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #18 COLUMBUS	Lump Sum	L.S.	
0049	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #218 CUMBERLAND	Lump Sum	L.S.	
0050	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #22 COLUMBUS	Lump Sum	L.S.	
0051	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #30 CUMBERLAND	Lump Sum	L.S.	
0052	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #34 CUMBERLAND	Lump Sum	L.S.	
0053	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #4 ROBESON	Lump Sum	L.S.	
0054	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #5 CUMBERLAND	Lump Sum	L.S.	
0055	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #51 CUMBERLAND	Lump Sum	L.S.	
0056	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #52 HARNETT	Lump Sum	L.S.	



County : Harnett, Cumberland, Columbus, Robeson, Bladen

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0057	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #6 CUMBERLAND	Lump Sum	L.S.	
0058	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #70 ROBESON	Lump Sum	L.S.	
0059	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #72 ROBESON	Lump Sum	L.S.	
0060	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #84 CUMBERLAND	Lump Sum	L.S.	
0061	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #86 ROBESON	Lump Sum	L.S.	
0062	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #96 ROBESON	Lump Sum	L.S.	
0063	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING EXIST. WEATHERING STEEL STRUCTURE OF BRIDGE #135 CUMBERLAND	Lump Sum	L.S.	
0064	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING EXIST. WEATHERING STEEL STRUCTURE OF BRIDGE #136 CUMBERLAND	Lump Sum	L.S.	
0065	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING EXIST. WEATHERING STEEL STRUCTURE OF BRIDGE #138 CUMBERLAND	Lump Sum	L.S.	
0066	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING EXIST. WEATHERING STEEL STRUCTURE OF BRIDGE #139 CUMBERLAND	Lump Sum	L.S.	
0067	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING EXIST. WEATHERING STEEL STRUCTURE OF BRIDGE #30 CUMBERLAND	Lump Sum	L.S.	



County : Harnett, Cumberland, Columbus, Robeson, Bladen

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0068	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING EXIST. WEATHERING STEEL STRUCTURE OF BRIDGE #34 CUMBERLAND	Lump Sum	L.S.	
0069	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING EXIST. WEATHERING STEEL STRUCTURE OF BRIDGE #5 CUMBERLAND	Lump Sum	L.S.	
0070	8889000000-E	SP	GENERIC STRUCTURE ITEM GIRDER REPAIR	5,300 LB		
0071	8892000000-E	SP	GENERIC STRUCTURE ITEM EPOXY COATING	21,837 SF		
0072	8897000000-N	SP	GENERIC STRUCTURE ITEM BRIDGE JACKING	12 EA		

1424/May16/Q31673.0/D579934100000/E72

Total Amount Of Bid For Entire Project :



**Vendor 1 of 8: S & D INDUSTRIAL PAINTING, INC. (6175)**  
**Call Order 013 (Proposal: C203267)**

**Bid Information**

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**County:** CUMBERLAND**Bid Checksum:** B76AF2A8**Address:** 1575 Rainville rd.  
Tarpon springs , Fl , 34689**Bid Total:** \$4,521,658.00**Items Total:** \$4,521,658.00 ✓**Signature Check:** Frances\_Damalos\_6175**Time Total:** \$0.00**Time Bid Received:** June 17, 2013 08:43 PM**Amendment Count:** 0

<b>Bidding Errors:</b> None.	MBE GOAL SET	0.0	WBE GOAL SET	0.0
	MBE GOAL MET	0.0	WBE GOAL MET	0.0



**Vendor 1 of 8: S & D INDUSTRIAL PAINTING, INC. (6175)**  
**Call Order 013 (Proposal: C203267)**

**Bid Bond Information**

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<b>Projects:</b>	<b>Bond Maximum:</b>
<b>Counties:</b>	<b>State of Incorporation:</b>
<b>Bond ID:</b> SNC13893580	<b>Agency Execution Date:</b> 6/17/2013 10
<b>Paid by Check:</b> No	<b>Surety Name:</b> surety2000
<b>Bond Percent:</b> 5%	<b>Bond Agency Name:</b> Star Insurance Company



Vendor 6175's Bid Information for Call 013, Letting L130618, 06/18/13

S&D Industrial Painting, Inc. (6175)  
Call Order 013 (Proposal ID C203267)

Miscellaneous Data Info - Contractor Responses:

=====

NON-COLLUSION AND DEBARMENT CERTIFICATION

Explanation of the prospective bidder that is unable to certify to any of the statements in this certification:

Explanation:

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

AWARD LIMITS ON MULTIPLE PROJECTS

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects. No

It is the desire of the Bidder to be awarded contracts, the value of which will not exceed a total of NOT ANSWERED for those projects indicated herein, for which bids will be opened on 06/18/13 (MM/DD/YY)

The Award Limits shall apply to the following projects:

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

Bid Bond Data Info - Contractor Responses:

=====

BondID: SNC13893580

Surety Registry Agency: surety2000

Verified?: Yes

Surety Agency: Star Insurance Company

Bond Execution Date: 6/17/2013 10

Bond Amount: \$226,082.90 (Five Percent of Bid)



State of NC  
Dept of Transportation

Date: 05-21-13  
Revised:

Contract ID: C203267 Project(s): STATE FUNDED  
Letting Date: 06-18-13 Call Order: 013  
Bidder: 6175 - S&D Industrial Painting, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
Section 0001 ROADWAY ITEMS				
Alt Group				
0001	0000100000-N MOBILIZATION	LUMP	LUMP	200,000.00
0002	4400000000-E WORK ZONE SIGNS (STATIONARY)	512.000 SF	1.00000	512.00
0003	4405000000-E WORK ZONE SIGNS (PORTABLE)	1,302.000 SF	1.00000	1,302.00
0004	4410000000-E WORK ZONE SIGNS (BARRICADE MOUNTED)	26.000 SF	1.00000	26.00
0005	4415000000-N FLASHING ARROW BOARD	4.000 EA	100.00000	400.00
0006	4420000000-N PORTABLE CHANGEABLE MESSAGE SIGN	4.000 EA	150.00000	600.00
0007	4430000000-N DRUMS	950.000 EA	1.00000	950.00
0008	4435000000-N CONES	50.000 EA	1.00000	50.00
0009	4445000000-E BARRICADES (TYPE III)	48.000 LF	1.00000	48.00
0010	4450000000-N FLAGGER	896.000 HR	15.00000	13,440.00
0011	4480000000-N TMA	2.000 EA	1,200.00000	2,400.00



State of NC  
Dept of Transportation

Date: 05-21-13  
Revised:

Contract ID: C203267

Project(s): STATE FUNDED

Letting Date: 06-18-13 Call Order: 013

Bidder: 6175 - S&D Industrial Painting, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0012	4510000000-N LAW ENFORCEMENT	672.000 HR	30.00000	20,160.00
0013	8296000000-N POLLUTION CONTROL	LUMP	LUMP	20,000.00
0014	8860000000-N GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #104 CUMBERLAND	LUMP	LUMP	175,000.00
0015	8860000000-N GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #106 ROBESON	LUMP	LUMP	90,000.00
0016	8860000000-N GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #107 ROBESON	LUMP	LUMP	80,000.00
0017	8860000000-N GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #112 CUMBERLAND	LUMP	LUMP	155,000.00
0018	8860000000-N GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #126 CUMBERLAND	LUMP	LUMP	580,000.00
0019	8860000000-N GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #144 ROBESON	LUMP	LUMP	75,000.00
0020	8860000000-N GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #145 ROBESON	LUMP	LUMP	75,000.00
0021	8860000000-N GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #17 BLADEN	LUMP	LUMP	160,000.00



State of NC  
Dept of Transportation

Date: 05-21-13  
Revised:

Contract ID: C203267

Project(s): STATE FUNDED

Letting Date: 06-18-13 Call Order: 013

Bidder: 6175 - S&D Industrial Painting, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0022	8860000000-N GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #17 COLUMBUS	LUMP	LUMP	100,000.00
0023	8860000000-N GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #18 COLUMBUS	LUMP	LUMP	50,000.00
0024	8860000000-N GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #218 CUMBERLAND	LUMP	LUMP	165,000.00
0025	8860000000-N GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #22 COLUMBUS	LUMP	LUMP	65,000.00
0026	8860000000-N GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #4 ROBESON	LUMP	LUMP	150,000.00
0027	8860000000-N GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #51 CUMBERLAND	LUMP	LUMP	145,000.00
0028	8860000000-N GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #52 HARNETT	LUMP	LUMP	502,000.00
0029	8860000000-N GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #6 CUMBERLAND	LUMP	LUMP	280,000.00
0030	8860000000-N GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #70 ROBESON	LUMP	LUMP	60,000.00



State of NC  
Dept of Transportation

Date: 05-21-13  
Revised:

Contract ID: C203267

Project(s): STATE FUNDED

Letting Date: 06-18-13 Call Order: 013

Bidder: 6175 - S&D Industrial Painting, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0031	8860000000-N GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #72 ROBESON	LUMP	LUMP	60,000.00
0032	8860000000-N GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #84 CUMBERLAND	LUMP	LUMP	115,000.00
0033	8860000000-N GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #86 ROBESON	LUMP	LUMP	104,000.00
0034	8860000000-N GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #96 ROBESON	LUMP	LUMP	100,000.00
0035	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #104 CUMBERLAND	LUMP	LUMP	5,000.00
0036	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #106 ROBESON	LUMP	LUMP	3,000.00
0037	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #107 ROBESON	LUMP	LUMP	2,500.00
0038	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #112 CUMBERLAND	LUMP	LUMP	3,000.00
0039	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #126 CUMBERLAND	LUMP	LUMP	5,000.00



State of NC  
Dept of Transportation

Date: 05-21-13  
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Contract ID: C203267

Project(s): STATE FUNDED

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Bidder: 6175 - S&D Industrial Painting, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Cts
0040	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #135 CUMBERLAND	LUMP	LUMP	2,000.00
0041	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #136 CUMBERLAND	LUMP	LUMP	2,000.00
0042	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #138 CUMBERLAND	LUMP	LUMP	2,000.00
0043	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #139 CUMBERLAND	LUMP	LUMP	2,000.00
0044	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #144 ROBESON	LUMP	LUMP	2,000.00
0045	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #145 ROBESON	LUMP	LUMP	2,000.00
0046	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #17 BLADEN	LUMP	LUMP	2,500.00
0047	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #17 COLUMBUS	LUMP	LUMP	2,000.00
0048	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #18 COLUMBUS	LUMP	LUMP	2,000.00



State of NC  
Dept of Transportation

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Revised:

Contract ID: C203267 Project(s): STATE FUNDED  
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Bidder: 6175 - S&D Industrial Painting, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Cts
0049	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #218 CUMBERLAND	LUMP	LUMP	2,000.00
0050	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #22 COLUMBUS	LUMP	LUMP	2,000.00
0051	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #30 CUMBERLAND	LUMP	LUMP	2,000.00
0052	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #34 CUMBERLAND	LUMP	LUMP	2,000.00
0053	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #4 ROBESON	LUMP	LUMP	2,500.00
0054	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #5 CUMBERLAND	LUMP	LUMP	1,000.00
0055	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #51 CUMBERLAND	LUMP	LUMP	2,500.00
0056	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #52 HARNETT	LUMP	LUMP	5,000.00
0057	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #6 CUMBERLAND	LUMP	LUMP	3,000.00



State of NC  
Dept of Transportation

Date: 05-21-13  
Revised:

Contract ID: C203267      Project(s): STATE FUNDED  
Letting Date: 06-18-13    Call Order: 013  
Bidder: 6175 - S&D Industrial Painting, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price ----- Dollars   Cts	Bid Amount ----- Dollars   Ct
0058	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #70 ROBESON	LUMP	LUMP	1,500.00
0059	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #72 ROBESON	LUMP	LUMP	1,500.00
0060	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #84 CUMBERLAND	LUMP	LUMP	1,500.00
0061	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #86 ROBESON	LUMP	LUMP	1,500.00
0062	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #96 ROBESON	LUMP	LUMP	1,500.00
0063	8860000000-N GENERIC STRUCTURE ITEM PAINTING EXIST. WEATHERING STEEL STRUCTURE OF BRIDGE #135 CUMBERLAND	LUMP	LUMP	55,200.00
0064	8860000000-N GENERIC STRUCTURE ITEM PAINTING EXIST. WEATHERING STEEL STRUCTURE OF BRIDGE #136 CUMBERLAND	LUMP	LUMP	55,200.00
0065	8860000000-N GENERIC STRUCTURE ITEM PAINTING EXIST. WEATHERING STEEL STRUCTURE OF BRIDGE #138 CUMBERLAND	LUMP	LUMP	55,200.00



State of NC  
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Project(s): STATE FUNDED

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Bidder: 6175 - S&D Industrial Painting, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0066	8860000000-N GENERIC STRUCTURE ITEM PAINTING EXIST. WEATHERING STEEL STRUCTURE OF BRIDGE #139 CUMBERLAND	LUMP	LUMP	55,200.00
0067	8860000000-N GENERIC STRUCTURE ITEM PAINTING EXIST. WEATHERING STEEL STRUCTURE OF BRIDGE #30 CUMBERLAND	LUMP	LUMP	65,600.00
0068	8860000000-N GENERIC STRUCTURE ITEM PAINTING EXIST. WEATHERING STEEL STRUCTURE OF BRIDGE #34 CUMBERLAND	LUMP	LUMP	76,800.00
0069	8860000000-N GENERIC STRUCTURE ITEM PAINTING EXIST. WEATHERING STEEL STRUCTURE OF BRIDGE #5 CUMBERLAND	LUMP	LUMP	41,200.00
0070	8889000000-E GENERIC STRUCTURE ITEM GIRDER REPAIR	5,300.000 LB	45.00000	238,500.00
0071	8892000000-E GENERIC STRUCTURE ITEM EPOXY COATING	21,837.000 SF	10.00000	218,370.00
0072	8897000000-N GENERIC STRUCTURE ITEM BRIDGE JACKING	12.000 EA	4,000.00000	48,000.00
	Section 0001 Total			4,521,658.00
	Bid Total			4,521,658.00



## NON-COLLUSION AND DEBARMENT CERTIFICATION

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

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

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

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

Explanation:

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

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

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



## AWARD LIMITS ON MULTIPLE PROJECTS

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects. No

A bidder who desires to bid on more than one project on which bids are to be opened on the same date, and who also desires to avoid receiving an award of more projects than he is equipped to handle, may bid on any number of projects but may limit the total amount of work awarded to him on selected projects by completing the AWARD LIMITS ON MULTIPLE PROJECTS.

The Award Limits on Multiple Projects must be filled in on each project bid for which the Bidder desires protection.

It is the desire of the Bidder to be awarded contracts, the value of which will not exceed a total of NOT ANSWERED for those

projects indicated herein, for which bids will be opened on 06/18/13 (MM/DD/YY)

The Award Limits shall apply to the following projects:

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

It is agreed that if I am (we are) the low Bidder(s) on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated that have a total value not to exceed the award limit and will result in the lowest total bids to the Department of Transportation.



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

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## Contract Item Sheets For C203267

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	Lump Sum LS	200,000.00	200,000.00
0002	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	512 SF	1.00	512.00
0003	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	1,302 SF	1.00	1,302.00
0004	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	26 SF	1.00	26.00
0005	4415000000-N	1115	FLASHING ARROW BOARD	4 EA	100.00	400.00
0006	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	4 EA	150.00	600.00
0007	4430000000-N	1130	DRUMS	950 EA	1.00	950.00
0008	4435000000-N	1135	CONES	50 EA	1.00	50.00
0009	4445000000-E	1145	BARRICADES (TYPE III)	48 LF	1.00	48.00
0010	4450000000-N	1150	FLAGGER	896 HR	15.00	13,440.00
0011	4480000000-N	1165	TMA	2 EA	1,200.00	2,400.00
0012	4510000000-N	SP	LAW ENFORCEMENT	672 HR	30.00	20,160.00
0013	8296000000-N	442	POLLUTION CONTROL	Lump Sum LS	20,000.00	20,000.00
0014	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #104 CUMBERLAND	Lump Sum LS	175,000.00	175,000.00
0015	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #106 ROBESON	Lump Sum LS	90,000.00	90,000.00
0016	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #107 ROBESON	Lump Sum LS	80,000.00	80,000.00
0017	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #112 CUMBERLAND	Lump Sum LS	155,000.00	155,000.00
0018	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #126 CUMBERLAND	Lump Sum LS	580,000.00	580,000.00



## Contract Item Sheets For C203267

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0019	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #144 ROBESON	Lump Sum LS	75,000.00	75,000.00
0020	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #145 ROBESON	Lump Sum LS	75,000.00	75,000.00
0021	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #17 BLADEN	Lump Sum LS	160,000.00	160,000.00
0022	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #17 COLUMBUS	Lump Sum LS	100,000.00	100,000.00
0023	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #18 COLUMBUS	Lump Sum LS	50,000.00	50,000.00
0024	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #218 CUMBERLAND	Lump Sum LS	165,000.00	165,000.00
0025	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #22 COLUMBUS	Lump Sum LS	65,000.00	65,000.00
0026	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #4 ROBESON	Lump Sum LS	150,000.00	150,000.00
0027	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #51 CUMBERLAND	Lump Sum LS	145,000.00	145,000.00
0028	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #52 HARNETT	Lump Sum LS	502,000.00	502,000.00
0029	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #6 CUMBERLAND	Lump Sum LS	280,000.00	280,000.00
0030	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #70 ROBESON	Lump Sum LS	60,000.00	60,000.00
0031	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #72 ROBESON	Lump Sum LS	60,000.00	60,000.00



## Contract Item Sheets For C203267

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0032	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #84 CUMBERLAND	Lump Sum LS	115,000.00	115,000.00
0033	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #86 ROBESON	Lump Sum LS	104,000.00	104,000.00
0034	8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & REPAINTING BRIDGE #96 ROBESON	Lump Sum LS	100,000.00	100,000.00
0035	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #104 CUMBERLAND	Lump Sum LS	5,000.00	5,000.00
0036	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #106 ROBESON	Lump Sum LS	3,000.00	3,000.00
0037	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #107 ROBESON	Lump Sum LS	2,500.00	2,500.00
0038	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #112 CUMBERLAND	Lump Sum LS	3,000.00	3,000.00
0039	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #126 CUMBERLAND	Lump Sum LS	5,000.00	5,000.00
0040	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #135 CUMBERLAND	Lump Sum LS	2,000.00	2,000.00
0041	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #136 CUMBERLAND	Lump Sum LS	2,000.00	2,000.00
0042	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #138 CUMBERLAND	Lump Sum LS	2,000.00	2,000.00
0043	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #139 CUMBERLAND	Lump Sum LS	2,000.00	2,000.00
0044	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #144 ROBESON	Lump Sum LS	2,000.00	2,000.00



## Contract Item Sheets For C203267

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0045	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #145 ROBESON	Lump Sum LS	2,000.00	2,000.00
0046	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #17 BLADEN	Lump Sum LS	2,500.00	2,500.00
0047	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #17 COLUMBUS	Lump Sum LS	2,000.00	2,000.00
0048	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #18 COLUMBUS	Lump Sum LS	2,000.00	2,000.00
0049	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #218 CUMBERLAND	Lump Sum LS	2,000.00	2,000.00
0050	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #22 COLUMBUS	Lump Sum LS	2,000.00	2,000.00
0051	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #30 CUMBERLAND	Lump Sum LS	2,000.00	2,000.00
0052	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #34 CUMBERLAND	Lump Sum LS	2,000.00	2,000.00
0053	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #4 ROBESON	Lump Sum LS	2,500.00	2,500.00
0054	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #5 CUMBERLAND	Lump Sum LS	1,000.00	1,000.00
0055	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #51 CUMBERLAND	Lump Sum LS	2,500.00	2,500.00
0056	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #52 HARNETT	Lump Sum LS	5,000.00	5,000.00
0057	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #6 CUMBERLAND	Lump Sum LS	3,000.00	3,000.00



## Contract Item Sheets For C203267

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0058	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #70 ROBESON	Lump Sum LS	1,500.00	1,500.00
0059	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #72 ROBESON	Lump Sum LS	1,500.00	1,500.00
0060	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #84 CUMBERLAND	Lump Sum LS	1,500.00	1,500.00
0061	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #86 ROBESON	Lump Sum LS	1,500.00	1,500.00
0062	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT BRIDGE #96 ROBESON	Lump Sum LS	1,500.00	1,500.00
0063	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING EXIST. WEATHERING STEEL STRUCTURE OF BRIDGE #135 CUMBERLAND	Lump Sum LS	55,200.00	55,200.00
0064	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING EXIST. WEATHERING STEEL STRUCTURE OF BRIDGE #136 CUMBERLAND	Lump Sum LS	55,200.00	55,200.00
0065	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING EXIST. WEATHERING STEEL STRUCTURE OF BRIDGE #138 CUMBERLAND	Lump Sum LS	55,200.00	55,200.00
0066	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING EXIST. WEATHERING STEEL STRUCTURE OF BRIDGE #139 CUMBERLAND	Lump Sum LS	55,200.00	55,200.00
0067	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING EXIST. WEATHERING STEEL STRUCTURE OF BRIDGE #30 CUMBERLAND	Lump Sum LS	65,600.00	65,600.00
0068	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING EXIST. WEATHERING STEEL STRUCTURE OF BRIDGE #34 CUMBERLAND	Lump Sum LS	76,800.00	76,800.00



## Contract Item Sheets For C203267

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0069	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING EXIST. WEATHERING STEEL STRUCTURE OF BRIDGE #5 CUMBERLAND	Lump Sum LS	41,200.00	41,200.00
0070	8889000000-E	SP	GENERIC STRUCTURE ITEM GIRDER REPAIR	5,300 LB	45.00	238,500.00
0071	8892000000-E	SP	GENERIC STRUCTURE ITEM EPOXY COATING	21,837 SF	10.00	218,370.00
0072	8897000000-N	SP	GENERIC STRUCTURE ITEM BRIDGE JACKING	12 EA	4,000.00	48,000.00

TOTAL AMOUNT OF BID FOR ENTIRE PROJECT

\$4,521,658.00

0930/Jul05/Q31673/D579934100000/E72





Contract No. C203267

Rev. 5-19-11

County Harnett, Cumberland, Columbus, Robeson, Bladen

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

**CORPORATION**

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

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

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

**SIGNATURE OF CONTRACTOR**

S & D Industrial Painting, Inc

Full name of Corporation

1575 Rainville Road, Tarpon Springs, FL 34689

Address as Prequalified

Attest [Signature]  
Secretary/Assistant Secretary  
Select appropriate title

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

Frances Damalos

Print or type Signer's name

Steve Damalos

Print or type Signer's name

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

8<sup>th</sup> day of July 2013.

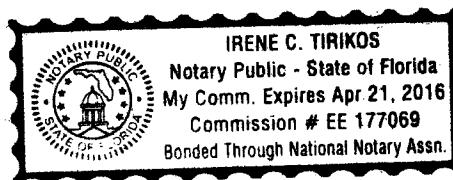
[Signature]  
Signature of Notary Public

of Pineallas County

State of Florida

My Commission Expires: 4/21/16

**NOTARY SEAL**





County Harnett, Cumberland, Columbus, Robeson, Bladen**DEBARMENT CERTIFICATION**

## Conditions for certification:

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



Contract No. C203267

Rev. 5-19-11

County Harnett, Cumberland, Columbus, Zebeson, Bladen

### DEBARMENT CERTIFICATION

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

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

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

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

☐

Check here if an explanation is attached to this certification.



Contract No. C203267

County (ies): Bladen, Columbus, Cumberland, Harnett, and Robeson

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

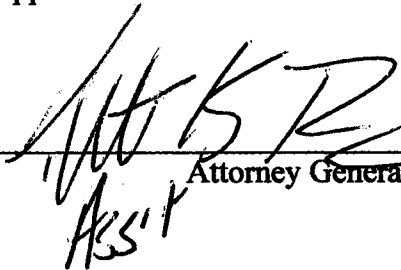


Contract Officer



Date

Execution of Contract and Bonds  
Approved as to Form:



Attorney General

Signature Sheet (Bid - Acceptance by Department)



Contract No. C203267  
County Harnett, Cumberland, Columbus, Robeson, Bladen

Rev 5-17-11

### CONTRACT PAYMENT BOND

Date of Payment Bond Execution July 8, 2013

Name of Principal Contractor S & D Industrial Painting, Inc.

Name of Surety: Star Insurance Company

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

Amount of Bond: \$4,521,658.00

Contract ID No.: C203267

County Name: Harnett, Cumberland, Columbus, Robeson, Bladen

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. C203267  
County Harnett, Cumberland, Columbus, Robeson, Bladen

Rev 5-17-11

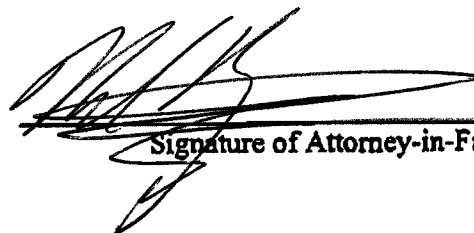
## CONTRACT PAYMENT BOND


*Affix Seal of Surety Company*

Star Insurance Company

**Print or type Surety Company Name**

By Mark Zeidenstein, Attorney-In-Fact  
**Print, stamp or type name of Attorney-in-Fact**

  
**Signature of Attorney-in-Fact**

  
**Signature of Witness**

Kelly M. Tomko

**Print or type Signer's name**

465 N. Cleveland Ave., Westerville, Ohio 43082

**Address of Attorney-in-Fact**



Contract No.  
County

C203267  
Harnett, Cumberland, Columbus, Robeson, Bladen

Rev 5-17-11

**CONTRACT PAYMENT BOND**

**CORPORATION**

**SIGNATURE OF CONTRACTOR (Principal)**

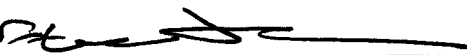
S & D Industrial Painting, Inc.

**Full name of Corporation**

1575 Rainville Rd., Tarpon Springs, FL. 34689

**Address as prequalified**

By



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

Steve Damalos

**Print or type Signer's name**

*Affix Corporate Seal*

Attest



**Signature of Secretary, Assistant Secretary**  
*Select appropriate title*

Frances Damalos

**Print or type Signer's name**





**Star Insurance Company**  
**Financial Statement - December 31, 2012**  
**Balance Sheet**

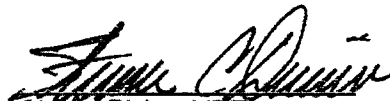
**Admitted Assets**

Cash and invested assets	\$ 668,455,269
Premiums in course of collection and deferred	145,259,770
Reinsurance recoverable on paid losses	100,255,210
Other assets	42,815,992
Total Admitted Assets	<u>\$ 956,786,241</u>

**Liabilities & Surplus**

Losses and loss expenses payable	\$ 382,384,855
Unearned premiums	106,142,184
Other liabilities	205,163,696
Total Liabilities	<u>\$ 693,690,735</u>
Surplus as regards policyholders	\$ 263,095,506

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Star Insurance Company with the Ohio Department of Insurance for the year ended December 31, 2012.

  
Steven Divine, VP/Treasurer

Subscribed and sworn before me this 28<sup>th</sup> day of February, 2013.

SONNA CALMEYN  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF LIVINGSTON  
MY COMMISSION EXPIRES Nov 13, 2018  
ACTING IN COUNTY OF Oakland



# Star Insurance Company

Administrative Office: 465 North Cleveland Avenue, Westerville, OH 43082

## Certified Copy of GENERAL POWER OF ATTORNEY No. S 1470

KNOW ALL MEN BY THESE PRESENTS, that Star Insurance Company, a Michigan corporation, does hereby nominate, constitute and appoint

Alvin A. Miller, Jr., Keith A. Miller, Kelly M. Tomko, Kelly Davis, Mark Zeidenstein, and James Klingensmith of Canfield, OH

as its true and lawful attorney(s)-in-fact, to execute, attest, seal, and deliver, for and on its behalf, as Surety, and as its act and deed where required any and all bonds, undertakings, recognizance and written obligations in the nature thereof, including execution of consent to the release of retained percentages and/or final estimates on engineering and construction contracts, provided, however, that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of Eleven Million and NO/100 Dollars (\$11,000,000.00).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution(s) adopted by the Board of Directors of the Company on the 22<sup>nd</sup> day of June, 2006:

"RESOLVED that the Chairman of the Board, the President, or a Senior Vice President of the Company be, and that each or any of them is authorized to execute Powers of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest to the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

IN WITNESS WHEREOF, STAR INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by the Secretary this 24th day of June, 2013.

ATTEST:



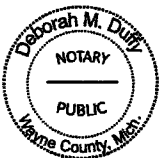
Michael G. Costello, Secretary



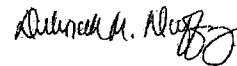
Robert S. Cubbin, President

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) ss:

On this 24th day of June, 2013, before me personally came Robert S. Cubbin, to me known, who being by me duly sworn, did depose and say that he is the President of STAR INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



DEBORAH DUFFY  
NOTARY PUBLIC / STATE OF MICHIGAN  
COUNTY OF WAYNE  
WORKING IN COUNTY OF OAKLAND  
MY COMMISSION EXPIRES MAY 15, 2018



Deborah Duffy, Notary Public

### CERTIFICATE

I, The Undersigned Secretary of STAR INSURANCE COMPANY, a Michigan corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and effect and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed, Sealed and Dated this 8TH day of JULY, 2013.



Michael G. Costello, Secretary



Contract No. C203267  
County Harnett, Cumberland, Columbus, Robeson, Bladen

Rev 5-17-11

**CONTRACT PERFORMANCE BOND**

Date of Performance Bond Execution: July 8, 2013

Name of Principal Contractor: S & D Industrial Painting, Inc.

Name of Surety: Star Insurance Company

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

Amount of Bond: \$4,521,658.00

Contract ID No.: C203267

County Name: Harnett, Cumberland, Columbus, Robeson, Bladen

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.



Contract No.  
County

C203267  
Harnett, Cumberland, Columbus, Robeson, Bladen

Rev 5-17-11

## CONTRACT PERFORMANCE BOND

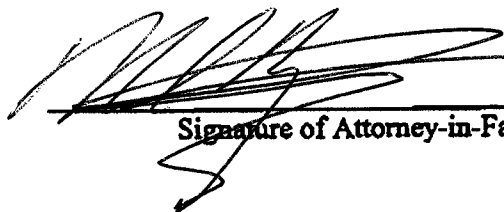
*Affix Seal of Surety Company*


Star Insurance Company

**Print or type Surety Company Name**

By Mark Zeidenstein, Attorney-In-Fact

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

  
**Signature of Attorney-in-Fact**

  
**Signature of Witness**

Kelly M. Tomko

**Print or type Signer's name**

465 N. Cleveland Ave., Westerville, Ohio 43082

**Address of Attorney-in-Fact**



Contract No.  
County

C203267  
Harnett, Cumberland, Columbus, Robeson, Bladen

Rev 5-17-11

**CONTRACT PERFORMANCE BOND**

**CORPORATION**

**SIGNATURE OF CONTRACTOR (Principal)**

S & D Industrial Painting, Inc.

**Full name of Corporation**

1575 Rainville Rd, Tarpon Springs, FL. 34689

**Address as prequalified**

By



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

Steve Damalos

**Print or type Signer's name**

*Affix Corporate Seal*

Attest

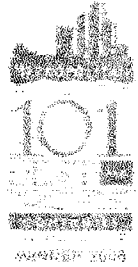


**Signature of Secretary, Assistant Secretary**  
*Select appropriate title*

Frances Damalos

**Print or type Signer's name**







# Star Insurance Company

Administrative Office: 465 North Cleveland Avenue, Westerville, OH 43082

## Certified Copy of GENERAL POWER OF ATTORNEY No. S 1470

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Alvin A. Miller, Jr., Keith A. Miller, Kelly M. Tomko, Kelly Davis, Mark Zeidenstein, and James Klingensmith of Canfield, OH

as its true and lawful attorney(s)-in-fact, to execute, attest, seal, and deliver, for and on its behalf, as Surety, and as its act and deed where required any and all bonds, undertakings, recognizance and written obligations in the nature thereof, including execution of consent to the release of retained percentages and/or final estimates on engineering and construction contracts, provided, however, that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of Eleven Million and NO/100 Dollars (\$11,000,000.00).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution(s) adopted by the Board of Directors of the Company on the 22<sup>nd</sup> day of June, 2006:

"RESOLVED that the Chairman of the Board, the President, or a Senior Vice President of the Company be, and that each or any of them is authorized to execute Powers of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest to the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

IN WITNESS WHEREOF, STAR INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by the Secretary this 24th day of June, 2013.

ATTEST:



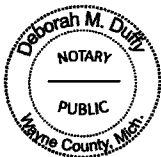
Michael G. Costello, Secretary



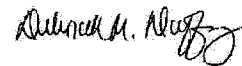
Robert S. Cubbin, President

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) ss:

On this 24th day of June, 2013, before me personally came Robert S. Cubbin, to me known, who being by me duly sworn, did depose and say that he is the President of STAR INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



DEBORAH DUFFY  
NOTARY PUBLIC / STATE OF MICHIGAN  
COUNTY OF WAYNE  
WORKING IN COUNTY OF OAKLAND  
MY COMMISSION EXPIRES MAY 15, 2018



Deborah Duffy, Notary Public

### CERTIFICATE

I, The Undersigned Secretary of STAR INSURANCE COMPANY, a Michigan corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and effect and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed, Sealed and Dated this 8TH day of JULY, 2013



Michael G. Costello, Secretary