

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

C203585

CONTRACT AND
CONTRACT BONDS

FOR CONTRACT NO. C203585

WBS 57500.3.FRA01T4A FR-HSR-0033-11-01-00

T.I.P NO. U-5008

COUNTY OF MECKLENBURG

THIS IS THE ROADWAY & STRUCTURE CONTRACT

ROUTE NUMBER SR 2975 LENGTH 0.537 MILES

LOCATION SR-2975 (E SUGAR CREEK RD) OVER NS/NCRR CROSSING NO 715
352H - GRADE SEPARATION.

CONTRACTOR BLYTHE DEVELOPMENT CO.

ADDRESS 1415 E WESTINGHOUSE BLVD
CHARLOTTE, NC 282735801

BIDS OPENED AUGUST 18, 2015

CONTRACT EXECUTION 9/11/2015

PROPOSAL

INCLUDES ADDENDUM No. 1 DATED 08-12-15

DATE AND TIME OF BID OPENING: **AUGUST 18, 2015 AT 2:00 PM**

CONTRACT ID C203585
WBS 57500.3.FRA01T4A

FEDERAL-AID NO. FR-HSR-0033-11-01-00
COUNTY MECKLENBURG
T.I.P. NO. U-5008
MILES 0.537
ROUTE NO. SR 2975
LOCATION SR-2975 (E SUGAR CREEK RD) OVER NS/NCRR CROSSING NO 715
352H - GRADE SEPARATION.

TYPE OF WORK GRADING, DRAINAGE, PAVING, WALLS, AND STRUCTURE.

NOTICE:

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

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A ROADWAY & STRUCTURE PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. C203585 IN MECKLENBURG COUNTY, NORTH CAROLINA**

Date _____ 20 _____

**DEPARTMENT OF TRANSPORTATION,
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. C203585; 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 be 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. C203585 in Mecklenburg County, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

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

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

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

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

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



State Contract Officer

DocuSigned by:
Randy A. Garris
A7079FC32A09478...

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8/12/2015

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ROADWAY R-1

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

(4-17-12)

108

SP1 G07 C

The date of availability for this contract is **October 1, 2015**.

The completion date for this contract is **February 28, 2019**.

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are **Two Hundred Dollars (\$ 200.00)** per calendar day. These liquidated damages will not be cumulative with any liquidated damages which may become chargeable under Intermediate Contract Time Number 1.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

(7-1-95) (Rev. 2-21-12)

108

SP1 G13 A

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

The date of availability for this intermediate contract time is **October 1, 2015**.

The completion date for this intermediate contract time is **September 1, 2018**.

The liquidated damages for this intermediate contract time are **Four Thousand Dollars (\$ 4,000.00)** per calendar day.

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

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 F

The Contractor shall complete the work required of **Constructing Interior Bents 2 and 3 and Setting the Girders between Bents 2 and 3 as stated in Phase I, Step 2** as shown on Sheet(s) **TMP-3** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is the **date** the Contractor elects to begin the work.

The completion date for this intermediate contract time is **July 1, 2016**.

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

PERMANENT VEGETATION ESTABLISHMENT:

(2-16-12) (Rev. 10-15-13)

104

SP1 G16

Establish a permanent stand of the vegetation mixture shown in the contract. During the period between initial vegetation planting and final project acceptance, perform all work necessary to establish permanent vegetation on all erodible areas within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the applicable section of the *2012 Standard Specifications*. All work required for initial vegetation planting shall be performed as a part of the work necessary for the completion and acceptance of the Intermediate Contract Time (ICT). Between the time of ICT and Final Project acceptance, or otherwise referred to as the vegetation establishment period, the Department will be responsible for preparing the required National Pollutant Discharge Elimination System (NPDES) inspection records.

Once the Engineer has determined that the permanent vegetation establishment requirement has been achieved at an 80% vegetation density (the amount of established vegetation per given area to stabilize the soil) and no erodible areas exist within the project limits, the Contractor will be notified to remove the remaining erosion control devices that are no longer needed. The Contractor will be responsible for, and shall correct any areas disturbed by operations performed in permanent vegetation establishment and the removal of temporary erosion control measures, whether occurring prior to or after placing traffic on the project.

Payment for *Response for Erosion Control, Seeding and Mulching, Repair Seeding, Supplemental Seeding, Mowing, Fertilizer Topdressing, Silt Excavation, and Stone for Erosion Control* will be made at contract unit prices for the affected items. Work required that is not represented by contract line items will be paid in accordance with Articles 104-7 or 104-3 of the *2012 Standard Specifications*. No additional compensation will be made for maintenance and removal of temporary erosion control items.

DELAY IN RIGHT OF ENTRY:

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

108

SP1 G22

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

<u>Parcel No.</u>	<u>Property Owner</u>	<u>Date</u>
007	Trustees of Zion Baptist Church	7/31/15

MAJOR CONTRACT ITEMS:

(2-19-02)

104

SP1 G28

The following listed items are the major contract items for this contract (see Article 104-5 of the 2012 Standard Specifications):

Line #	Description
185	Reinforced Concrete Deck Slab
191	Modified 72" Prestressed Concrete Girders

SPECIALTY ITEMS:

(7-1-95)(Rev. 1-17-12)

108-6

SP1 G37

Items listed below will be the specialty items for this contract (see Article 108-6 of the 2012 Standard Specifications).

Line #	Description
69 thru 70	Guardrail
71 and 196	Fencing
75 thru 79	Signing
94 thru 103	Long-Life Pavement Markings
109	Permanent Pavement Markers
110 thru 115, 200, 202	Lighting
116 thru 148	Utility Construction
149 thru 170	Erosion Control
178 thru 180, 182 thru 184	Drilled Piers

FUEL PRICE ADJUSTMENT:

(11-15-05) (Rev. 2-18-14)

109-8

SP1 G43

Revise the 2012 Standard Specifications as follows:

Page 1-83, Article 109-8, Fuel Price Adjustments, add the following:

The base index price for DIESEL #2 FUEL is \$ **1.9859** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

The pay items and the fuel factor used in calculating adjustments to be made will be as follows:

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Sub-Ballast	Gal/Ton	0.55
Asphalt Concrete Base Course, Type _____	Gal/Ton	2.90
Asphalt Concrete Intermediate Course, Type _____	Gal/Ton	2.90
Asphalt Concrete Surface Course, Type _____	Gal/Ton	2.90
Open-Graded Asphalt Friction Course	Gal/Ton	2.90
Permeable Asphalt Drainage Course, Type _____	Gal/Ton	2.90
Sand Asphalt Surface Course, Type _____	Gal/Ton	2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
___ " Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to ___ " Pavement	Gal/SY	0.245

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

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

108-2

SP1 G58

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

2016	(7/01/15 - 6/30/16)	37 % of Total Amount Bid
2017	(7/01/16 - 6/30/17)	37 % of Total Amount Bid
2018	(7/01/17 - 6/30/18)	23 % of Total Amount Bid
2019	(7/01/18 - 6/30/19)	3 % of Total Amount Bid

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

DISADVANTAGED BUSINESS ENTERPRISE:

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

102-15(J)

SP1 G61

Description

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

Definitions

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

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

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

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

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

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

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

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

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

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

Forms and Websites Referenced in this Provision

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

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

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

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

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

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

Listing of DBE Subcontractors Form - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only.
[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20\(Federal\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20(Federal).docx)

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

DBE Goal

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

Disadvantaged Business Enterprises **12.0 %**

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

Directory of Transportation Firms (Directory)

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as DBE certified shall be used to meet the DBE goal. The Directory can be found at the following link. <https://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 DBE Subcontractors

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

- (A) Electronic Bids

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

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

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

DBE Prime Contractor

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

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

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

Written Documentation – Letter of Intent

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

The documentation shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 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 DBE to be used toward the DBE goal, or if the form is incomplete (i.e. both signatures are not present), the DBE participation will not count toward meeting the DBE goal. If the lack of this participation drops the commitment below the DBE goal, the Contractor shall submit evidence of good faith efforts, completed in its entirety, to the State Contractor Utilization Engineer or DBE@ncdot.gov no later than 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 the DBE goal, the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach the DBE goal.

A hard copy and an electronic copy of this information shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 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 the next official state business day. If the contractor cannot send the information electronically, then one complete set and 9 copies of this information shall be received under the same time constraints above.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were

solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

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

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

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

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

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

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

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

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

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

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

Non-Good Faith Appeal

The State 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 DBE Participation Toward Meeting DBE Goal

(A) Participation

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract goal requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices,

it shall be presumed that the DBE is not performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

Commercially Useful Function

(A) DBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing,

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

(B) DBE Utilization in Trucking

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

- (1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.
- (2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.
- (5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the DBE and the Contractor will not count towards the DBE contract requirement.
- (6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck.

This type of lease may count toward the DBE's credit as long as the driver is under the DBE's payroll.

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

DBE Replacement

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

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

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

(A) Performance Related Replacement

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

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

- (1) Copies of written notification to DBEs that their interest is solicited in contracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:
 - (a) The names, addresses, and telephone numbers of DBEs who were contacted.
 - (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.

- (3) A list of reasons why DBE quotes were not accepted.
- (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

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

Changes in the Work

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

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

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

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

Reports and Documentation

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

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

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

Reporting Disadvantaged Business Enterprise Participation

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

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

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

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

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

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

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

(A) Electronic Bids Reporting

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

CERTIFICATION FOR FEDERAL-AID CONTRACTS:

(3-21-90)

SP1 G85

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

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

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

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

CONTRACTOR'S LICENSE REQUIREMENTS:

(7-1-95)

102-14

SP1 G88

If the successful bidder does not hold the proper license to perform any plumbing, heating, air conditioning, or electrical work in this contract, he will be required to sublet such work to a contractor properly licensed in accordance with *Article 2 of Chapter 87 of the General Statutes* (licensing of heating, plumbing, and air conditioning contractors) and *Article 4 of Chapter 87 of the General Statutes* (licensing of electrical contractors).

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:

(11-22-94)

108-5

SP1 G100

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

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

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

SUBSURFACE INFORMATION:

(7-1-95)

450

SP1 G112 D

Subsurface information is available on the roadway and structure portions of this project.

LOCATING EXISTING UNDERGROUND UTILITIES:

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

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

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

VALUE ENGINEERING PROPOSAL:

(05-19-15)

104

SP01 G116

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

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

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

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

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

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

Supplemental agreements executed for design-bid-build contracts shall reflect any realized savings in the corresponding line items. Supplemental agreements executed for design-build

contracts shall add one line item deducting the full savings from the total contract price and one line item crediting the Contractor with 50% of the total VEP savings.

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

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

RESOURCE CONSERVATION AND ENV. SUSTAINABLE PRACTICES:

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

104-13

SPI G118

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

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

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

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

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

DOMESTIC STEEL:

(4-16-13)

106

SPI G120

Revise the *2012 Standard Specifications* as follows:

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

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

MAINTENANCE OF THE PROJECT:

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

104-10

SPI G125

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

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

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

TWELVE MONTH GUARANTEE:

(7-15-03)

108

SPI G145

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

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

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

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

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09)

107-1

SPI G152

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

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

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

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

LIABILITY INSURANCE:

(5-20-14)

SPI G160

Revise the *2012 Standard Specifications* as follows:

Page 1-60, Article 107-15 LIABILITY INSURANCE, line 16, add the following as the second sentence of the third paragraph:

Prior to beginning services, all contractors shall provide proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors, irrespective of whether having regularly in service fewer than three employees.

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:

(1-16-07) (Rev 9-18-12)

105-16, 225-2, 16

SPI G180

General

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

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

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

- (D) *Certified Designer* - Provide a certified designer for the design of the erosion and sediment control/stormwater component of reclamation plans and, if applicable, for the design of the project erosion and sediment control/stormwater plan.

Roles and Responsibilities

- (A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:
- (1) **Manage Operations** - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
 - (a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
 - (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
 - (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
 - (d) Implement the erosion and sediment control/stormwater site plans requested.
 - (e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
 - (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
 - (g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
 - (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
 - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
 - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
 - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field

changes for use and review by Department personnel as well as regulatory agencies.

- (2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:
 - (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
 - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days, twice weekly for construction related *Federal Clean Water Act, Section 303(d)* impaired streams with turbidity violations, and within 24 hours after a significant rainfall event of 0.5 inch that occurs within a 24 hour period.
 - (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
 - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
 - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
 - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
 - (g) Provide secondary containment for bulk storage of liquid materials.
 - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
 - (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.
- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:

- (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
 - (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
 - (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
 - (d) Conduct the inspections required by the NPDES permit.
 - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
 - (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
 - (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
 - (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
 - (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
 - (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.
- (B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:
- (1) Foreman in charge of grading activities
 - (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
 - (3) Foreman in charge of utility activities

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

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

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

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

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

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

Preconstruction Meeting

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

Ethical Responsibility

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

Revocation or Suspension of Certification

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

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

- (A) Failure to adequately perform the duties as defined within this certification provision.

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

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

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

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

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

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

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

Measurement and Payment

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

PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:

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

105-16, 230, 801

SPI G181

Water discharge from borrow pit sites shall not cause surface waters to exceed 50 NTUs (nephelometric turbidity unit) in streams not designated as trout waters and 10 NTUs in streams, lakes or reservoirs designated as trout waters. For lakes and reservoirs not designated as trout

waters, the turbidity shall not exceed 25 NTUs. If the turbidity exceeds these levels due to natural background conditions, the existing turbidity level shall not be increased.

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

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

During the Environmental Assessment required by Article 230-4 of the *2012 Standard Specifications*, the Contractor shall define the point at which the discharge enters into the State's surface waters and the appropriate sampling locations. Sampling locations shall include points upstream and downstream from the point at which the discharge enters these waters. Upstream sampling location shall be located so that it is not influenced by backwater conditions and represents natural background conditions. Downstream sampling location shall be located at the point where complete mixing of the discharge and receiving water has occurred.

The discharge shall be closely monitored when water from the dewatering activities is introduced into jurisdictional wetlands. Any time visible sedimentation (deposition of sediment) on the wetland surface is observed, the dewatering activity will be suspended until turbidity levels in the stilling basin can be reduced to a level where sediment deposition does not occur. Staining of wetland surfaces from suspended clay particles, occurring after evaporation or infiltration, does not constitute sedimentation. No activities shall occur in wetlands that adversely affect the functioning of a wetland. Visible sedimentation will be considered an indication of possible adverse impacts on wetland use.

The Engineer will perform independent turbidity tests on a random basis. These results will be maintained in a log within the project records. Records will include, at a minimum, turbidity test results, time, date and name of sampler. Should the Department's test results exceed those of the Contractor's test results, an immediate test shall be performed jointly with the results superseding the previous test results of both the Department and the Contractor.

The Contractor shall use the *NCDOT Turbidity Reduction Options for Borrow Pits Matrix*, available at http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/fieldops/downloads/

Files/TurbidityReductionOptionSheet.pdf to plan, design, construct, and maintain BMPs to address water quality standards. Tier I Methods include stilling basins which are standard compensatory BMPs. Other Tier I methods are noncompensatory and shall be used when needed to meet the stream turbidity standards. Tier II Methods are also noncompensatory and are options that may be needed for protection of rare or unique resources or where special environmental conditions exist at the site which have led to additional requirements being placed in the DWQ's 401 Certifications and approval letters, Isolated Wetland Permits, Riparian Buffer Authorization or a DOT Reclamation Plan's Environmental Assessment for the specific site. Should the Contractor exhaust all Tier I Methods on a site exclusive of rare or unique resources or special environmental conditions, Tier II Methods may be required by regulators on a case by case basis per supplemental agreement.

The Contractor may use cation exchange capacity (CEC) values from proposed site borings to plan and develop the bid for the project. CEC values exceeding 15 milliequivalents per 100 grams of soil may indicate a high potential for turbidity and should be avoided when dewatering into surface water is proposed.

No additional compensation for monitoring borrow pit discharge will be paid.

EMPLOYMENT:

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

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

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

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

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

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to "State Highway Administrator" with "Chief Engineer".

SUBLETTING OF CONTRACT:

(11-18-2014)

108-6

SPI G186

Revise the *2012 Standard Specifications* as follows:

Page 1-66, Article 108-6 Subletting of Contract, line 37, add the following as the second sentence of the first paragraph:

All requests to sublet work shall be submitted within 30 days of the date of availability or prior to expiration of 20% of the contract time, whichever date is later, unless otherwise approved by the Engineer.

Page 1-67, Article 108-6 Subletting of Contract, line 7, add the following as the second sentence of the fourth paragraph:

Purchasing materials for subcontractors is not included in the percentage of work required to be performed by the Contractor. If the Contractor sublets items of work but elects to purchase material for the subcontractor, the value of the material purchased will be included in the total dollar amount considered to have been sublet.

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

(9-17-02) (Rev. 8-18-15)

200

SP2 R02A

Perform clearing on this project to the limits established by Method "II" shown on Standard Drawing No. 200.02 of the *2012 Roadway Standard Drawings*. Conventional clearing methods may be used except where permit drawings or conditions have been included in the proposal which require certain areas to be cleared by hand methods.

BURNING RESTRICTIONS:

(7-1-95)

200, 210, 215

SP2 R05

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

BUILDING REMOVAL:

(1-1-02) (Rev. 4-16-13)

215

SP2 R15 A

Remove the buildings, underground storage tanks and appurtenances listed below in accordance with Section 215 of the *2012 Standard Specifications*:

Building Removal No. 1

Parcel 6 - SS 17+84 -L-, 60' left

One story Wells Fargo Bank Branch with drive thru canopy

Building Removal No. 2

Parcel 6 - SS 15+50 -L-, 95' left

One story former gas station/service station

Building Removal No. 3

Parcel 12 - SS 20+00 -L-, 75' left

One story brick business (All American Pawn)

Building Removal No. 4

Parcel 30 - SS 14+00 -Y3Rev.- Rt.

Northmore Properties, Inc., one story brick warehouse

LUMP SUM GRADING:

(8-17-10)

226

SP2 R16

Lump sum grading shall be performed in accordance with Section 226 Comprehensive Grading of the *2012 Standard Specifications* except as follows:

Delete all references to:

Section 230 Borrow Excavation (Item 0106)

SHOULDER AND FILL SLOPE MATERIAL:

(5-21-02)

235, 560

SP2 R45 A

Description

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

Measurement and Payment

Where the material has been obtained from an authorized stockpile or from a borrow source and *Borrow Excavation* is not included in the contract, no direct payment will be made for this work, as the cost of this work will be part of the work being paid at the contract lump sum price for *Grading*. If *Borrow Excavation* is included in this contract and the material has been obtained from an authorized stockpile or from a borrow source, measurement and payment will be as provided in Section 230 of the *2012 Standard Specifications* for *Borrow Excavation*.

COAL COMBUSTION PRODUCTS IN EMBANKMENTS:

(4-16-02) (Rev. 5-19-15)

235

SP02 R70

Description

This specification allows the Contractor an option, with the approval of the Engineer, to use coal combustion products (CCPs) in embankments as a substitute for conventional borrow material. The amount of CCPs allowed to be used for this project will be less than 80,000 tons total and less than 8,000 tons per acre.

Materials

Supply coal combustion products from the Department list of potential suppliers maintained by the Value Management Unit. Site specific approval of CCP material will be required prior to beginning construction.

The following CCPs are unacceptable:

- (A) Frozen material,
- (B) Ash from boilers fired with both coal and petroleum coke, and
- (C) Material with a maximum dry unit weight of less than 65 pounds per cubic foot when tested in accordance with AASHTO T-99 Method A or C.

Collect and transport CCPs in a manner that will prevent nuisances and hazards to public health and safety. Moisture condition the CCPs as needed and transport in covered trucks to prevent dusting.

Preconstruction Requirements

When CCPs are to be used as a substitute for earth borrow material, request written approval from the Engineer at least ninety (90) days in advance of the intent to use CCPs and include the following details using the NCDOT Form #CCP-2015-V1 in accordance with NCGS § 130A-309.215(b)(1):

- (A) Description, purpose and location of project.
- (B) Estimated start and completion dates of project.
- (C) Estimated volume of CCPs to be used on project with specific locations and construction details of the placement.
- (D) Toxicity Characteristic Leaching Procedure analysis from a representative sample of each different CCP source to be used in the project for, at minimum, all of the following constituents: arsenic, barium, cadmium, lead, chromium, mercury, selenium, and silver.
- (E) The names, address, and contact information for the generator of the CCPs.
- (F) Physical location of the project at which the CCPs were generated.

Submit the form to the Engineer and the State Value Management Engineer at valuemanagement@ncdot.gov for review. The Engineer and the State Value Management Engineer will coordinate the requirements of NCGS § 130A-309.215(a)(1) and notify the Contractor that all the necessary requirements have been met before the placement of structural fill using coal combustion products is allowed.

Construction Methods

In accordance with the detail in the plans, place CCPs in the core of the embankment section with at least 4 feet of earth cover to the outside limits of the embankments or subgrade and at least 5 feet above the seasonal high ground-water table. CCPs used in embankments shall not be placed as follows:

- (A) Within 50 feet of any property boundary.
- (B) Within 300 horizontal feet of a private dwelling or well.
- (C) Within 50 horizontal feet of the top of the bank of a perennial stream or other surface water body.
- (D) Within a 100-year floodplain except as authorized under NCGS § 143-215.54A(b). A site located in a floodplain shall not restrict the flow of the 100-year floodplain or result in washout of solid waste so as to pose a hazard to human life, wildlife or land and water resources.
- (E) Within 50 horizontal feet of a wetland, unless, after consideration of the chemical and physical impact on the wetland, the United States Army Corps of Engineers issues a permit or waiver for the fill.

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

Divert surface waters resulting from precipitation from the CCPs placement area during filling and construction activities. Construct embankments such that rainfall will not run directly off of the CCPs. Provide dust control to minimize airborne emissions. Construct fill in a manner that prevents water from accumulating and ponding and do not pump nor discharge waters from CCP's filling and construction areas.

Measurement and Payment

Borrow Excavation will be measured by truck volume and paid in cubic yards in accordance with Article 230-5 of the *2012 Standard Specifications*.

EMBANKMENT SETTLEMENT GAUGES:

(7-1-95) (Rev. 8-18-15)

235

SP2 R75

Revise the *2012 Standard Specifications* as follows:

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

Surcharges and waiting periods may be required for embankments and retaining walls to minimize and control the effects of settlement on structures, approach slabs, pavements, pipes, utilities, etc. Settlement gauges may be required to monitor settlement at approximate locations shown in the plans and as directed.

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

Provide Schedule 40 black steel pipes and couplers with steel or wood bases for settlement gauges. Use steel plates with yield strength of at least 36 ksi and pressure treated wood boards for bases of settlement gauges.

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

(E) Surcharges and Waiting Periods

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

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

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

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

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

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

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

(F) Embankment Monitoring

Fabricate and install settlement gauges in accordance with the contract. Make settlement gauges highly visible so gauges are not disturbed while monitoring settlement. Use only hand operated compaction equipment to compact fill material around gauges.

Do not damage settlement gauges. Damaged settlement gauges may require replacement or additional gauges and waiting period extensions as determined by the Engineer.

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

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

Embankment Settlement Gauges will be measured and paid in units of each. Settlement gauges will be measured as one per gauge location. The contract unit price for *Embankment Settlement Gauges* will be full compensation for fabricating and installing settlement gauges including placing and compacting fill material around gauges, adding pipes and couplers until embankment monitoring ends and any incidentals necessary to monitor settlement. No payment will be made for interfering with the Contractor’s operations due to embankment monitoring or damaged settlement gauges as determined by the Engineer.

Payment will be made under:

Pay Item Embankment Settlement Gauges	Pay Unit Each
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PIPE INSTALLATION:

(11-20-12) (Rev. 8-18-15)	300	SP3 R01
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Revise the *2012 Standard Specifications* as follows:

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

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

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

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

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

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

FLOWABLE FILL:

(9-17-02) (Rev 1-17-12)	300, 340, 450, 1000, 1530, 1540, 1550	SP3 R30
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Description

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

Materials

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

Item	Section
Flowable Fill	1000-6

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item	Pay Unit
Flowable Fill	Cubic Yard

ASPHALT PAVEMENTS - SUPERPAVE:

(6-19-12) (Rev. 4-21-15)

605, 609, 610, 650

SP6 R01

Revise the *2012 Standard Specifications* as follows:

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

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

TABLE 605-1 APPLICATION RATES FOR TACK COAT	
Existing Surface	Target Rate (gal/sy)
	Emulsified Asphalt
New Asphalt	0.04 ± 0.01
Oxidized or Milled Asphalt	0.06 ± 0.01
Concrete	0.08 ± 0.01

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TABLE 610-5 PLACEMENT TEMPERATURES FOR ASPHALT	
Asphalt Concrete Mix Type	Minimum Surface and Air Temperature
B25.0B, C	35°F
I19.0B, C, D	35°F
SF9.5A, S9.5B	40°F ^A
S9.5C, S12.5C	45°F ^A
S9.5D, S12.5D	50°F

A. For the final layer of surface mixes containing recycled asphalt shingles (RAS), the minimum surface and air temperature shall be 50°F.

Page 6-26, Article 610-7 HAULING OF ASPHALT MIXTURE, lines 22-23, in the fourth sentence of the first paragraph replace “so as to overlap the top of the truck bed and” with “to”.

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

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

ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES:

(11-21-00) (Rev. 7-17-12)

609

SP6 R15

The approximate asphalt binder content of the asphalt concrete plant mixtures used on this project will be as follows:

Asphalt Concrete Base Course	Type B 25.0	4.4%
Asphalt Concrete Intermediate Course	Type I 19.0	4.8%

Asphalt Concrete Surface Course	Type S 4.75A	6.8%
Asphalt Concrete Surface Course	Type SA-1	6.8%
Asphalt Concrete Surface Course	Type SF 9.5A	6.7%
Asphalt Concrete Surface Course	Type S 9.5	6.0%
Asphalt Concrete Surface Course	Type S 12.5	5.6%

The actual asphalt binder content will be established during construction by the Engineer within the limits established in the *2012 Standard Specifications*.

ASPHALT PLANT MIXTURES:

(7-1-95)

609

SP6 R20

Place asphalt concrete base course material in trench sections with asphalt pavement spreaders made for the purpose or with other equipment approved by the Engineer.

PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:

(11-21-00)

620

SP6 R25

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the *2012 Standard Specifications*.

The base price index for asphalt binder for plant mix is \$ **473.08** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **July 1, 2015**.

FINAL SURFACE TESTING NOT REQUIRED:

(5-18-04) (Rev. 5-15-12)

610

SP6 R45

Final surface testing is not required on this project.

GUARDRAIL ANCHOR UNITS, TYPE 350 (TL-3):

(4-20-04) (Rev. 7-21-15)

862

SP08 R065

Description

Furnish and install guardrail anchor units in accordance with the details in the plans, the applicable requirements of Section 862 of the *2012 Standard Specifications*, and at locations shown in the plans.

Materials

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

Prior to installation the Contractor shall submit to the Engineer:

- (A) FHWA acceptance letter for each guardrail anchor unit certifying it meets the requirements of NCHRP Report 350, Test Level 3, in accordance with Article 106-2 of the *2012 Standard Specifications*.
- (B) Certified working drawings and assembling instructions from the manufacturer for each guardrail anchor unit in accordance with Article 105-2 of the *2012 Standard Specifications*.

No modifications shall be made to the guardrail anchor unit without the express written permission from the manufacturer. Perform installation in accordance with the details in the plans, and details and assembling instructions furnished by the manufacturer.

Construction Methods

Guardrail end delineation is required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation consists of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Article 1088-3 of the *2012 Standard Specifications* and is incidental to the cost of the guardrail anchor unit.

Measurement and Payment

Measurement and payment will be made in accordance with Article 862-6 of the *2012 Standard Specifications*.

Payment will be made under:

Pay Item	Pay Unit
Guardrail Anchor Units, Type 350	Each

STEEL PIPE GATE:

Description

Construct steel pipe gate at locations indicated in the plans, in accordance with the contract documents, the applicable requirements of the *Standard Specifications* and as directed by the Engineer.

Measurement and Payment

Steel Pipe Gate will be measured and paid for per each. Such price and payment will be full compensation for all materials, labor and incidentals necessary to satisfactorily complete the work.

DETECTABLE WARNINGS FOR PROPOSED CURB RAMPS:

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

848

SP8 R126

Description

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

Materials

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

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

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

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

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

adverse weather conditions and impervious to degradation by motor fuels, lubricants and antifreeze.

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

Construction Methods

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

Measurement and Payment

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

STREET SIGNS AND MARKERS AND ROUTE MARKERS:

(7-1-95)

900

SP9 R02

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

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

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

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

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

MATERIALS:

(2-21-12) (Rev. 5-19-15)

1000, 1002, 1005, 1018, 1024, 1050, 1056, 1074, 1078, 1080, 1081, 1086, 1084, 1087, 1092

SP10 R01

Revise the *2012 Standard Specifications* as follows:

Page 10-1, Article 1000-1, DESCRIPTION, lines 9-10, replace the last sentence of the first paragraph with the following:

Type IL, IP, IS or IT blended cement may be used instead of Portland cement.

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

If any change is made to the mix design, submit a new mix design (with the exception of an approved pozzolan source change).

If any major change is made to the mix design, also submit new test results showing the mix design conforms to the criteria. Define a major change to the mix design as:

- (1) A source change in coarse aggregate, fine aggregate or cement.
- (2) A pozzolan class or type change (e.g. Class F fly ash to Class C fly ash).
- (3) A quantitative change in coarse aggregate (applies to an increase or decrease greater than 5%), fine aggregate (applies to an increase or decrease greater than 5%), water (applies to an increase only), cement (applies to a decrease only), or pozzolan (applies to an increase or decrease greater than 5%).

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

Page 10-1, Article 1000-2, MATERIALS, line 16; Page 10-8, Subarticle 1000-7(A), Materials, line 8; and Page 10-18, Article 1002-2, MATERIALS, line 9, add the following to the table of item references:

Item	Section
Type IL Blended Cement	1024-1

Page 10-1, Subarticle 1000-3(A), Composition and Design, lines 25-27, replace the second paragraph with the following:

Fly ash may be substituted for cement in the mix design up to 30% at a rate of 1.0 lb of fly ash to each pound of cement replaced.

Page 10-2, Subarticle 1000-3(A), Composition and Design, lines 12-21, delete the third paragraph through the sixth paragraph beginning with "If any change is made to the mix design, submit..." through "... (applies to a decrease only)."

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

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	-	-	640	800
A	3,000	0.488	0.532	0.550	0.594	3.5	7-9 wet	564	-	602	-
B	2,500	0.488	0.567	0.559	0.630	1.5 machine-placed 2.5 hand-placed	4	508	-	545	-
Sand Light-weight	4,500	-	0.420	-	-	4	-	715	-	-	-
Latex Modified	3,000 7 day	0.400	0.400	-	-	6	-	658	-	-	-
Flowable Fill excavatable	150 max. at 56 days	as needed	as needed	as needed	as needed	-	Flow-able	-	-	40	100
Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	-	Flow-able	-	-	100	as needed
Pavement	4,500 design, field 650 flexural, design only	0.559	0.559	-	-	1.5 slip form 3.0 hand place	-	526	-	-	-
Precast	See Table 1077-1	as needed	as needed	-	-	6	as needed	as needed	as needed	as needed	as needed
Prestress	per contract	See Table 1078-1	See Table 1078-1	-	-	8	-	564	as needed	-	-

Page 10-6, Subarticle 1000-4(I), Use of Fly Ash, lines 36-2, replace the first paragraph with the following:

Fly ash may be substituted for cement in the mix design up to 30% at a rate of 1.0 lb of fly ash to each pound of cement replaced. Use Table 1000-1 to determine the maximum allowable water-cementitious material (cement + fly ash) ratio for the classes of concrete listed.

Page 10-7, Table 1000-3, MAXIMUM WATER-CEMENTITIOUS MATERIAL RATIO, delete the table.

Page 10-7, Article 1000-5, HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE, lines 30-31, delete the second sentence of the third paragraph.

Page 10-19, Article 1002-3, SHOTCRETE FOR TEMPORARY SUPPORT OF EXCAVATIONS, line 30, add the following at the end of Section 1002:

(H) Handling and Storing Test Panels

Notify the Area Materials Engineer when preconstruction or production test panels are made within 24 hours of shooting the panels. Field cure and protect test panels from damage in accordance with ASTM C1140 until the Department transports panels to the Materials and Tests Regional Laboratory for coring.

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

**TABLE 1005-1
AGGREGATE GRADATION - COARSE AGGREGATE**

Std. Size #	Percentage of Total by Weight Passing													Remarks
	2"	1 1/2"	1"	3/4"	1/2"	3/8"	#4	#8	#10	#16	#40	#200		
4	100	90-100	20-55	0-15	-	0-5	-	-	-	-	-	A	Asphalt Plant Mix	
	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	
	95-100	-	90-100	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	
	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	
	98-100	-	75-100	20-45	0-15	-	-	-	-	-	-	A	Asphalt Plant Mix, AST, Str. Conc. Weep Hole Drains	
14M	100	75-97	55-80	-	-	100	35-70	5-20	0-8	-	-	A	Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete	
	85-100	-	100	85-100	10-40	-	-	-	-	-	-	A	AST	
ABC	100	75-97	55-80	-	-	100	35-55	-	25-45	-	14-30	4-12 ^B	Aggregate Base Course, Aggregate Stabilization	
	75-100	-	45-79	-	-	20-40	0-40	0-25	-	-	-	0-12 ^B	Maintenance Stabilization	
Lightweight C	100	-	-	-	-	100	80-100	5-40	0-20	-	0-10	-	0-2.5	AST
	-	-	-	-	-	-	-	-	-	-	-	-	-	-

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

Page 10-40, Tables 1018-1 and 1018-2, PIEDMONT, WESTERN AND COASTAL AREA CRITERIA FOR ACCEPTANCE OF BORROW MATERIAL, under second column in both tables, replace second row with the following:

Acceptable, but not to be used in the top 3 ft of embankment or backfill

Page 10-46, Article 1024-1, PORTLAND CEMENT, line 33, add the following as the ninth paragraph:

Use Type IL blended cement that meets AASHTO M 240, except that the limestone content is limited to between 5 and 12% by weight and the constituents shall be interground. Class F fly ash can replace a portion of Type IL blended cement and shall be replaced as outlined in Subarticle 1000-4(I) for Portland cement. For mixes that contain cement with alkali content between 0.6% and 1.0% and for mixes that contain a reactive aggregate documented by the Department, use a pozzolan in the amount shown in Table 1024-1.

Page 10-46, Table 1024-1, POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE, replace with the following:

TABLE 1024-1 POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE	
Pozzolan	Rate
Class F Fly Ash	20% - 30% by weight of required cement content with 1.0 lb Class F fly ash per lb of cement replaced
Ground Granulated Blast Furnace Slag	35%-50% by weight of required cement content with 1.0 lb slag per lb of cement replaced
Microsilica	4%-8% by weight of required cement content with 1.0 lb microsilica per lb of cement replaced

Page 10-47, Subarticle 1024-3(B), Approved Sources, lines 16-18, replace the second sentence of the second paragraph with the following:

Tests shall be performed by AASHTO’s designated National Transportation Product Evaluation Program (NTPEP) laboratory for concrete admixture testing.

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

All fencing material and accessories shall meet Section 106.

Page 10-73, Article 1056-1, DESCRIPTION, lines 7-8, delete the first sentence of the second paragraph and replace with the following:

Use geotextile fabrics that are on the NCDOT Approved Products List.

Page 10-73, Article 1056-2, HANDLING AND STORING, line 17, replace “mechanically stabilized earth (MSE) wall faces” with “temporary wall faces”.

Page 10-73, Article 1056-4, GEOTEXTILES, line 33, add the following after the first sentence in the second paragraph:

Geotextiles will be identified by the product name printed directly on the geotextile. When geotextiles are not marked with a product name or marked with only a manufacturing plant identification code, geotextiles will be identified by product labels attached to the geotextile wrapping. When identification is based on labels instead of markings, unwrap geotextiles just before use in the presence of the Engineer to confirm that the product labels on both ends of the outside of the geotextile outer wrapping match the labels affixed to both ends of the inside of the geotextile roll core. Partial geotextile roles without the product name printed on the geotextile or product labels affixed to the geotextile roll core may not be used.

Page 10-74, Table 1056-1, GEOTEXTILE REQUIREMENTS, replace with the following:

Property <i>Typical Application</i>	Requirement					Test Method
	Type 1 <i>Shoulder Drains</i>	Type 2 <i>Under Rip Rap</i>	Type 3 ^A <i>Temporary Silt Fence</i>	Type 4 <i>Soil Stabilization</i>	Type 5 ^B <i>Temporary Walls</i>	
Elongation (MD & CD)	≥ 50%	≥ 50%	≤ 25%	< 50%	< 50%	ASTM D4632
Grab Strength (MD & CD)			100 lb ^C			ASTM D4632
Tear Strength (MD & CD)	Table 1 ^D , Class 3	Table 1 ^D , Class 1	-	Table 1 ^D , Class 3	-	ASTM D4533
Puncture Strength			-			ASTM D6241
Ultimate Tensile Strength (MD & CD)	-	-	-	-	2,400 lb/ft ^C (unless required otherwise in the contract)	ASTM D4595
Permittivity					0.20 sec ^{-1,C}	ASTM D4491
Apparent Opening Size					0.60 mm ^F	ASTM D4751
UV Stability (Retained Strength)					70% ^{C, G}	ASTM D4355

- A. Minimum roll width of 36" required.
 B. Minimum roll width of 13 ft required.
 C. MARV per Article 1056-3.
 D. AASHTO M 288.
 E. US Sieve No. per AASHTO M 92.
 F. Maximum average roll value.
 G. After 500 hours of exposure.

Page 10-74, Article 1056-5, GEOCOMPOSITES, lines 7-8, replace the first sentence with the following:

Provide geocomposite drain strips with a width of at least 12" and Type 1 geotextiles attached to drainage cores that meet Table 1056-2.

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

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

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

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

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

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

Page 10-161, Subarticle 1081-1(A), Classifications, lines 29-33, delete first 3 sentences of the description for Type 2 and replace with the following:

Type 2 - A low-modulus, general-purpose adhesive used in epoxy mortar repairs. It may be used to patch spalled, cracked or broken concrete where vibration, shock or expansion and contraction are expected.

Page 10-162, Subarticle 1081-1(A), Classifications, lines 4-7, delete the second and third sentences of the description for Type 3A. **Lines 16-22**, delete Types 6A, 6B and 6C.

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

For epoxy resin systems used for embedding dowel bars, threaded rods, rebar, anchor bolts and other fixtures in hardened concrete, the manufacturer shall submit test results showing that the bonding system will obtain 125% of the specified required yield strength of the fixture. Furnish certification that, for the particular bolt grade, diameter and embedment depth required, the anchor system will not fail by adhesive failure and that there is no movement of the anchor bolt. For certification and anchorage, use 3,000 psi as the minimum Portland cement concrete compressive strength used in this test. Use adhesives that meet Section 1081.

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

Page 10-163, Table 1081-1, PROPERTIES OF MIXED EPOXY RESIN SYSTEMS, replace with the following:

Property	Type 1	Type 2	Type 3	Type 3A	Type 4A	Type 4B	Type 5
	Viscosity-Poises at 77°F ± 2°F	Gel	10-30	25-75	Gel	40-150	40-150
Spindle No.	-	3	4	--	4	4	2
Speed (RPM)	-	20	20	--	10	10	50
Pot Life (Minutes)	20-50	30-60	20-50	5-50	40-80	40-80	20-60
Minimum Tensile Strength at 7 days (psi)	1,500	2,000	4,000	4,000	1,500	1,500	4,000
Tensile Elongation at 7 days (%)	30 min.	30 min.	2-5	2-5	5-15	5-15	2-5
Min. Compressive Strength of 2" mortar cubes at 24 hours	3,000 (Neat)	4,000-	6,000-	6,000 (Neat)	3,000	3,000	6,000
Min. Compressive Strength of 2" mortar cubes at 7 days	5,000 (Neat)	-	-	-	-	5,000	-
Maximum Water Absorption (%)	1.5	1.0	1.0	1.5	1.0	1.0	1.0
Min. Bond Strength Slant Shear Test at 14 days (psi)	1,500	1,500	2,000	2,000	1,500	1,500	1,500

Page 10-164, Subarticle 1081-1(E), Prequalification, lines 31-33, replace the second sentence of the first paragraph with the following:

Manufacturers choosing to supply material for Department jobs must submit an application through the Value Management Unit with the following information for each type and brand name:

Page 10-164, Subarticle 1081-1(E)(3), line 37, replace with the following:

(3) Type of the material in accordance with Articles 1081-1 and 1081-4,

Page 10-165, Subarticle 1081-1(E)(6), line 1, in the first sentence of the first paragraph replace “AASHTO M 237” with “the specifications”.

Page 10-165, Subarticle 1081-1(E), Prequalification, line 9-10, delete the second sentence of the last paragraph.

Page 10-165, Subarticle 1081-1(F), Acceptance, line 14, in the first sentence of the first paragraph replace “Type 1” with “Type 3”.

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

Page 10-170, Article 1081-3, HOT BITUMEN, line 9, add the following at the end of Section 1081:

1081-4 EPOXY RESIN ADHESIVE FOR BONDING TRAFFIC MARKINGS

(A) General

This section covers epoxy resin adhesive for bonding traffic markers to pavement surfaces.

(B) Classification

The types of epoxies and their uses are as shown below:

Type I – Rapid Setting, High Viscosity, Epoxy Adhesive. This type of adhesive provides rapid adherence to traffic markers to the surface of pavement.

Type II – Standard Setting, High Viscosity, Epoxy Adhesive. This type of adhesive is recommended for adherence of traffic markers to pavement surfaces when rapid set is not required.

Type III – Rapid Setting, Low Viscosity, Water Resistant, Epoxy Adhesive. This type of rapid setting adhesive, due to its low viscosity, is appropriate only for use with embedded traffic markers.

Type IV – Standard Set Epoxy for Blade Deflecting-Type Plowable Markers.

(C) Requirements

Epoxies shall conform to the requirements set forth in AASHTO M 237.

(D) Prequalification

Refer to Subarticle 1081-1(E).

(E) Acceptance

Refer to Subarticle 1081-1(F).

Page 10-173, Article 1084-2, STEEL SHEET PILES, lines 37-38, replace first paragraph with the following:

Steel sheet piles detailed for permanent applications shall be hot rolled and meet ASTM A572 or ASTM A690 unless otherwise required by the plans. Steel sheet piles shall be coated as required

by the plans. Galvanized sheet piles shall be coated in accordance with Section 1076. Metallized sheet piles shall be metallized in accordance to the Project Special Provision “Thermal Sprayed Coatings (Metallization)” with an 8 mil, 99.9% aluminum alloy coating and a 0.5 mil seal coating. Any portion of the metallized sheet piling encased in concrete shall receive a barrier coat. The barrier coat shall be an approved waterborne coating with a low-viscosity which readily absorbs into the pores of the aluminum thermal sprayed coating. The waterborne coating shall be applied at a spreading rate that results in a theoretical 1.5 mil dry film thickness. The manufacturer shall issue a letter of certification that the resin chemistry of the waterborne coating is compatible with the 99.9% aluminum thermal sprayed alloy and suitable for tidal water applications.

Page 10-174, Subarticle 1086-1(B)(1), Epoxy, lines 18-24, replace with the following:

The epoxy shall meet Article 1081-4.

The 2 types of epoxy adhesive which may be used are Type I, Rapid Setting, and Type II, Standard Setting. Use Type II when the pavement temperature is above 60°F or per the manufacturer’s recommendations whichever is more stringent. Use Type I when the pavement temperature is between 50°F and 60°F or per the manufacturer’s recommendations whichever is more stringent. Epoxy adhesive Type I, Cold Set, may be used to attach temporary pavement markers to the pavement surface when the pavement temperature is between 32°F and 50°F or per the manufacturer’s recommendations whichever is more stringent.

Page 10-175, Subarticle 1086-2(E), Epoxy Adhesives, line 27, replace “Section 1081” with “Article 1081-4”.

Page 10-177, Subarticle 1086-3(E), Epoxy Adhesives, line 22, replace “Section 1081” with “Article 1081-4”.

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

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

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

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

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

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

Page 10-204, Table 1092-3 MINIMUM COEFFICIENT OF RETROREFLECTION FOR NC GRADE A, replace with the following:

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

SELECT MATERIAL, CLASS III, TYPE 3:

(1-17-12)

1016, 1044

SP10 R05

Revise the *2012 Standard Specifications* as follows:

Page 10-39, Article 1016-3, CLASS III, add the following after line 14:

Type 3 Select Material

Type 3 select material is a natural or manufactured fine aggregate material meeting the following gradation requirements and as described in Sections 1005 and 1006:

Percentage of Total by Weight Passing							
3/8"	#4	#8	#16	#30	#50	#100	#200
100	95-100	65-100	35-95	15-75	5-35	0-25	0-8

Page 10-39, Article 1016-3, CLASS III, line 15, replace “either type” with “Type 1, Type 2 or Type 3”.

Page 10-62, Article 1044-1, line 36, delete the sentence and replace with the following:

Subdrain fine aggregate shall meet Class III select material, Type 1 or Type 3.

Page 10-63, Article 1044-2, line 2, delete the sentence and replace with the following:

Subdrain coarse aggregate shall meet Class V select material.

SHOULDER AND SLOPE BORROW:

(3-19-13)

1019

SP10 R10

Use soil in accordance with Section 1019 of the *2012 Standard Specifications*. Use soil consisting of loose, friable, sandy material with a PI greater than 6 and less than 25 and a pH ranging from 5.5 to 7.0.

Soil with a pH ranging from 4.0 to 5.5 will be accepted without further testing if additional limestone is provided in accordance with the application rates shown in Table 1019-1A. Soil type is identified during the soil analysis. Soils with a pH above 7.0 require acidic amendments to be added. Submit proposed acidic amendments to the Engineer for review and approval. Soils with a pH below 4.0 or that do not meet the PI requirements shall not be used.

pH TEST RESULT	Sandy Soils Additional Rate (lbs. / Acre)	Silt Loam Soils Additional Rate (lbs. / Acre)	Clay Loam Soils Additional Rate (lbs. / Acre)
4.0 - 4.4	1,000	4,000	6,000
4.5 - 4.9	500	3,000	5,000
5.0 - 5.4	NA	2,000	4,000

Note: Limestone application rates shown in this table are in addition to the standard rate of 4000 lbs. / acre required for seeding and mulching.

No direct payment will be made for providing additional lime or acidic amendments for Ph adjustment.

GROUT PRODUCTION AND DELIVERY:

(3-17-15)

1003

SP10 R20

Revise the *2012 Standard Specifications* as follows:

Replace Section 1003 with the following:

**SECTION 1003
GROUT PRODUCTION AND DELIVERY**

1003-1 DESCRIPTION

This section addresses cement grout to be used for structures, foundations, retaining walls, concrete barriers, embankments, pavements and other applications in accordance with the contract. Produce non-metallic grout composed of Portland cement and water and at the Contractor's option or as required, aggregate and pozzolans. Include chemical admixtures as required or needed. Provide sand cement or neat cement grout as required. Define "sand cement grout" as grout with only fine aggregate and "neat cement grout" as grout without aggregate.

The types of grout with their typical uses are as shown below:

Type 1 – A cement grout with only a 3-day strength requirement and a fluid consistency that is typically used for filling subsurface voids.

0400DEL_P30

Type 2 – A nonshrink grout with strength, height change and flow conforming to ASTM C1107 that is typically used for foundations, ground anchors and soil nails.

Type 3 – A nonshrink grout with high early strength and freeze-thaw durability requirements that is typically used in pile blockouts, grout pockets, shear keys, dowel holes and recesses for concrete barriers and structures.

Type 4 – A neat cement grout with low strength, a fluid consistency and high fly ash content that is typically used for slab jacking.

Type 5 – A low slump, low mobility sand cement grout with minimal strength that is typically used for compaction grouting.

1003-2 MATERIALS

Refer to Division 10.

Item	Section
Chemical Admixtures	1024-3
Fine Aggregate	1014-1
Fly Ash	1024-5
Ground Granulated Blast Furnace Slag	1024-6
Portland Cement	1024-1
Silica Fume	1024-7
Water	1024-4

Do not use grout that contains soluble chlorides or more than 1% soluble sulfate. At the Contractor's option, use an approved packaged grout instead of the materials above except for water. Use packaged grouts that are on the NCDOT Approved Products List.

Use admixtures for grout that are on the NCDOT Approved Products List or other admixtures in accordance with Subarticle 1024-3(E) except do not use concrete additives or unclassified or other admixtures in Type 4 or 5 grout. Use Class F fly ash for Type 4 grout and Type II Portland cement for Type 5 grout.

Use well graded rounded aggregate with a gradation, liquid limit (LL) and plasticity index (PI) that meet Table 1003-1 for Type 5 grout. Fly ash may be substituted for a portion of the fines in the aggregate. Do not use any other pozzolans in Type 5 grout.

**TABLE 1003-1
AGGREGATE REQUIREMENTS FOR TYPE 5 GROUT**

Sieve Designation per AASHTO M 92	Gradation		Maximum Liquid Limit	Maximum Plasticity Index
	Percentage Passing (% by weight)			
3/8"	100			
No. 4	70 – 95			
No. 8	50 – 90			
No. 16	30 – 80		N/A	N/A
No. 30	25 – 70			
No. 50	20 – 50			
No. 100	15 – 40			
No. 200	10 – 30		25	10

1003-3 COMPOSITION AND DESIGN

When using an approved packaged grout, a grout mix design submittal is not required. Otherwise, submit proposed grout mix designs for each grout mix to be used in the work. Mixes for all grout shall be designed by a Certified Concrete Mix Design Technician or an Engineer licensed by the State of North Carolina. Mix proportions shall be determined by a testing laboratory approved by the Department. Base grout mix designs on laboratory trial batches that meet Table 1003-2 and this section. With permission, the Contractor may use a quantity of chemical admixture within the range shown on the current list of approved admixtures maintained by the Materials and Tests Unit.

Submit grout mix designs in terms of saturated surface dry weights on Materials and Tests Form 312U at least 35 days before proposed use. Adjust batch proportions to compensate for surface moisture contained in the aggregates at the time of batching. Changes in the saturated surface dry mix proportions will not be permitted unless revised grout mix designs have been submitted to the Engineer and approved.

Accompany Materials and Tests Form 312U with a listing of laboratory test results of compressive strength, density and flow or slump and if applicable, aggregate gradation, durability and height change. List the compressive strength of at least three 2" cubes at the age of 3 and 28 days.

The Engineer will review the grout mix design for compliance with the contract and notify the Contractor as to its acceptability. Do not use a grout mix until written notice has been received. Acceptance of the grout mix design or use of approved packaged grouts does not relieve the Contractor of his responsibility to furnish a product that meets the contract. Upon written request from the Contractor, a grout mix design accepted and used satisfactorily on any Department project may be accepted for use on other projects.

Perform laboratory tests in accordance with the following test procedures:

Property	Test Method
Aggregate Gradation ^A	AASHTO T 27
Compressive Strength	AASHTO T 106
Density (Unit Weight)	AASHTO T 121, AASHTO T 133 ^B , ANSI/API RP ^C 13B-1 ^B (Section 4, Mud Balance)
Durability	AASHTO T 161 ^D
Flow	ASTM C939 (Flow Cone)
Height Change	ASTM C1090 ^E
Slump	AASHTO T 119

A. Applicable to grout with aggregate.

B. Applicable to Neat Cement Grout.

C. American National Standards Institute/American Petroleum Institute Recommended Practice.

D. Procedure A (Rapid Freezing and Thawing in Water) required.

E. Moist room storage required.

1003-4 GROUT REQUIREMENTS

Provide grout types in accordance with the contract. Use grouts with properties that meet Table 1003-2. The compressive strength of the grout will be considered the average compressive strength test results of three 2" cubes at each age. Make cubes that meet AASHTO T 106 from the grout delivered for the work or mixed on-site. Make cubes at such frequencies as the Engineer may determine and cure them in accordance with AASHTO T 106.

**TABLE 1003-2
GROUT REQUIREMENTS**

Type of Grout	Minimum Compressive Strength at		Height Change at 28 days	Flow ^A /Slump ^B	Minimum Durability Factor
	3 days	28 days			
1	3,000 psi	—	—	10 – 30 sec	—
2		Table 1 ^C		Fluid Consistency ^C	—
3	5,000 psi	—	0 – 0.2%	Per Accepted Grout Mix Design/ Approved Packaged Grout	80
4 ^D	600 psi	1,500 psi	—	10 – 26 sec	—
5	—	500 psi	—	1 – 3"	—

A. Applicable to Type 1 through 4 grouts.

B. Applicable to Type 5 grout.

C. ASTM C1107.

D. Use Type 4 grout with proportions by volume of 1 part cement and 3 parts fly ash.

1003-5 TEMPERATURE REQUIREMENTS

When using an approved packaged grout, follow the manufacturer's instructions for grout and air temperature at the time of placement. Otherwise, the grout temperature at the time of placement shall be not less than 50°F nor more than 90°F. Do not place grout when the air temperature measured at the location of the grouting operation in the shade away from artificial heat is below 40°F.

1003-6 ELAPSED TIME FOR PLACING GROUT

Agitate grout continuously before placement. Regulate the delivery so the maximum interval between the placing of batches at the work site does not exceed 20 minutes. Place grout before exceeding the times in Table 1003-3. Measure the elapsed time as the time between adding the mixing water to the grout mix and placing the grout.

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

Air or Grout Temperature, Whichever is Higher	Maximum Elapsed Time	
	No Retarding Admixture Used	Retarding Admixture Used
90°F or above	30 minutes	1 hr. 15 minutes
80°F through 89°F	45 minutes	1 hr. 30 minutes
79°F or below	60 minutes	1 hr. 45 minutes

1003-7 MIXING AND DELIVERY

Use grout free of any lumps and undispersed cement. When using an approved packaged grout, mix grout in accordance with the manufacturer's instructions. Otherwise, comply with Articles 1000-8 through 1000-12 to the extent applicable for grout instead of concrete.

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.

GROUT REFERENCES FOR UTILITY MANHOLES:

(8-18-15)

1525

SP15 R40

Revise the *2012 Standard Specifications* as follows:

Page 15-13, Article 1525-2, Materials, line 9, in the materials table, add the following:

Item	Section
Grout, Type 2	1003

Page 15-13, Article 1525-2, Materials, lines 20-21, replace the third paragraph after the materials table with the following:

Use Type 2 grout with properties that meet Table 1003-2 in the *Grout Production and Delivery* provision except provide grout with a plastic consistency in accordance with ASTM C1107.

Page 15-14, Subarticle 1525-3(B), Installation of Precast Units, line 22, in the second sentence of the first paragraph, replace “non-shrink grout.” with “grout.”

STANDARD SPECIAL PROVISION
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

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

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

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

STANDARD SPECIAL PROVISION
NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

(5-17-11)

Z-3

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

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

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

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

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

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

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

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

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

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

Sericea Lespedeza
Oats (seeds)

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

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

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

Common or Sweet Sundangrass

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

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

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

Centipedegrass
Crownvetch
Pensacola Bahiagrass
Creeping Red Fescue

Japanese Millet
Reed Canary Grass
Zoysia

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

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

STANDARD SPECIAL PROVISION**ERRATA**

(1-17-12) (Rev. 04-21-15)

Z-4

Revise the *2012 Standard Specifications* as follows:

Division 2

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

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

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

Division 3

Page 3-1, after line 15, Article 300-2 Materials, replace “1032-9(F)” with “1032-6(F)”.

Division 4

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

Division 6

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

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

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

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

Division 7

Page 7-1, Article 700-3, CONCRETE HAULING EQUIPMENT, line 33, replace “competition” with “completion”.

Division 8

Page 8-23, line 10, Article 838-2 Materials, replace “Portland Cement Concrete, Class B” with “Portland Cement Concrete, Class A”.

Division 10

Page 10-166, Article 1081-3 Hot Bitumen, replace “Table 1081-16” with “Table 1081-2”, replace “Table 1081-17” with “Table 1081-3”, and replace “Table 1081-18” with “Table 1081-4”.

Division 12

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

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

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

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

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

Division 15

Page 15-4, Subarticle 1505-3(F) Backfilling, line 26, replace “Subarticle 235-4(C)” with “Subarticle 235-3(C)”.

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

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

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

Division 17

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

Revise the *2012 Roadway Standard Drawings* as follows:

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

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

(3-18-03) (Rev. 10-15-13)

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

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

STANDARD SPECIAL PROVISION

MINIMUM WAGES

(7-21-09)

Z-5

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

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

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

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

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

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

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

STANDARD SPECIAL PROVISION

AWARD OF CONTRACT

(6-28-77)

Z-6

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

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

Z-7

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

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

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

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

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

**EMPLOYMENT GOALS FOR MINORITY
AND FEMALE PARTICIPATION**

Economic Areas

Area 023 29.7%

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

Area 024 31.7%

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

Area 025 23.5%

Columbus County
Duplin County
Onslow County
Pender County

Area 026 33.5%

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

Area 027 24.7%

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

Area 028 15.5%

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

Area 029 15.7%

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

Area 0480 8.5%

Buncombe County
Madison County

Area 030 6.3%

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

SMSA Areas

Area 5720 26.6%

Currituck County

Area 9200 20.7%

Brunswick County

New Hanover County

Area 2560 24.2%

Cumberland County

Area 6640 22.8%

Durham County

Orange County

Wake County

Area 1300 16.2%

Alamance County

Area 3120 16.4%

Davidson County

Forsyth County

Guilford County

Randolph County

Stokes County

Yadkin County

Area 1520 18.3%

Gaston County

Mecklenburg County

Union County

Goals for Female

Participation in Each Trade

(Statewide) 6.9%

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

FHWA - 1273 Electronic Version - May 1, 2012

Z-8

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

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).
The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.
Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.
Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).
2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are

incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

- All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the

Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. **Withholding.** The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 3. **Payrolls and basic records**
 - a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the

payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
4. **Apprentices and trainees**

- a. Apprentices (programs of the USDOL). Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- b. Trainees (programs of the USDOL). Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

- In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
 - d. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.
5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
 6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
 7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
 8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
 9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
 10. **Certification of eligibility.**
 - a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
 - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
 - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

STANDARD SPECIAL PROVISION
MINIMUM WAGES
GENERAL DECISION NC150101 01/23/2015 NC101

Z-101

Date: January 23, 2015

General Decision Number: NC150101 01/23/2015 NC101

Superseded General Decision Numbers: NC20140101

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Alamance	Forsyth	Randolph
Anson	Gaston	Rockingham
Cabarrus	Guilford	Stokes
Chatham	Mecklenburg	Union
Davie	Orange	Yadkin
Durham	Person	

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number

0

1

Publication Date

01/02/2015

01/23/2015

SUNC2014-003 11/14/2014

	Rates	Fringes
BLASTER	18.64	
CARPENTER	13.68	.05
CEMENT MASON/CONCRETE FINISHER	13.93	
ELECTRICIAN		
Electrician	18.79	2.72
Telecommunications Technician	15.19	1.25
IRONWORKER	13.30	
LABORER		
Asphalt Raker and Spreader	12.78	

	Rates	Fringes
Asphalt Screed/Jackman	14.50	
Carpenter Tender	12.51	.27
Cement Mason/Concrete Finisher Tender	11.04	
Common or General	10.40	.01
Guardrail/Fence Installer	13.22	
Pipelayer	12.43	
Traffic Signal/Lighting Installer	15.65	.24
PAINTER		
Bridge	23.77	
POWER EQUIPMENT OPERATORS		
Asphalt Broom Tractor	10.00	
Bulldozer Fine	16.13	
Bulldozer Rough	14.36	
Concrete Grinder/Groover	17.92	
Crane Boom Trucks	18.19	
Crane Other	19.83	
Crane Rough/All-Terrain	19.10	
Drill Operator Rock	14.28	
Drill Operator Structure	20.89	
Excavator Fine	16.95	
Excavator Rough	13.63	
Grader/Blade Fine	19.84	
Grader/Blade Rough	15.47	
Loader 2 Cubic Yards or Less	13.31	
Loader Greater Than 2 Cubic Yards	16.19	
Material Transfer Vehicle (Shuttle Buggy)	15.44	
Mechanic	17.51	
Milling Machine	15.22	
Off-Road Hauler/Water Tanker	11.83	
Oiler/Greaser	14.16	
Pavement Marking Equipment	12.05	
Paver Asphalt	15.97	
Paver Concrete	18.20	
Roller Asphalt Breakdown	12.79	
Roller Asphalt Finish	13.76	
Roller Other	12.08	
Scraper Finish	12.65	
Scraper Rough	11.50	
Slip Form Machine	19.60	
Tack Truck/Distributor Operator	14.82	
TRUCK DRIVER		
GVWR of 26,000 Lbs or Greater	11.45	
GVWR of 26,000 Lbs or Less	13.57	.03

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

PROJECT SPECIAL PROVISIONS

GEOTECHNICAL

LIGHTWEIGHT AGGREGATE (SPECIAL) GT-1.1 - GT-1.3

MECHANICALLY STABILIZED EARTH RETAINING WALLS (SPECIAL)..... GT-2.1 - GT-2.10

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Bon Lien

6/1/2015

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LIGHTWEIGHT AGGREGATE:**(SPECIAL)****1.0 GENERAL**

Furnish and place lightweight aggregate as shown on the plans, according to this provision, and as directed by the Engineer. Use ESCS (Expanded Shale Clay Slate) produced by the rotary kiln method conforming to ASTM C330 (latest edition).

2.0 MATERIAL PROPERTIES

Refer to the *Standard Specifications*.

Item	Section
Geotextiles, Type 2	1056

Provide Type 2 geotextile for filtration and separation.

A. Lightweight Aggregate

Lightweight aggregate must have a proven record of durability, and be non-corrosive, with the following properties:

- Contains a maximum organic content of 0.1%.
- Soundness Loss (AASHTO T104): Have a maximum soundness loss of less than 30% when subjected to four cycles of Magnesium Sulfate.
- Abrasion Resistance (ASTM C131): Have a maximum percentage of abrasion loss of less than 40%.
- Chloride Content (AASHTO T291): Have a chloride content less than 100 ppm.
- Gradation (ASTM 136): Use an aggregate gradation from 3/4" to #4. Other gradations may be acceptable with approval by the Engineer.
- Aggregate loose unit weight (ASTM C29): Have a loose unit weight less than 55 lbs/ft³.
- In-place unit weight: (ASTM D4253, D4254): Have an in-place compacted dry unit weight between 55 and 60 lbs/ft³. Material must be compacted to a minimum 65% relative density as determined by ASTM D4253 and D4254. Use a vibratory table when determining the maximum index density and unit weight in accordance with ASTM D4253. Determine the minimum index density and unit weight in accordance with ASTM D4254.
- Angle of Internal Friction (ASTM D3080): Minimum angle of internal friction of 40 degrees. Test a saturated representative sample (with particles larger than larger than 0.75 inch removed) in a round or square shear box that is a minimum of 12 inches across.
- Resistivity (ASTM D1125): Have a resistivity greater than 3000 ohm-cm.
- pH (ASTM D1293): Have a pH greater than five but less than 10.

Before placing any backfill, furnish a Type IV certification in accordance with Article 106-3 of the Standard Specifications. Include a copy of all test results conducted in accordance with the above requirements in the certification. The Engineer determines how often NCDOT samples backfill material to assure compliance with gradation and other material properties.

3.0 METHOD OF CONSTRUCTION

Install separation and filtration geotextile along interface between the lightweight aggregate and underlying fill, overlying fill, or pavement sections. When noted in the plans, the geotextiles are also required along the backside of the lightweight aggregate reinforced zone and backfill or natural ground. Unroll geotextile perpendicular to the roadway centerline. Overlap adjacent geotextiles at least 18" and hold separation geotextiles in place with wire staples or anchor pins as needed. For sloping or vertical interfaces between lightweight aggregate and different materials unroll geotextiles down slope. If geotextile roll length is too short, overlap end of geotextile rolls along sloping ground at least 5 feet with the upper geotextile laid over the lower one. Place geotextiles in slight tension free of kinks, folds, wrinkles or creases. Do not displace or damage geotextiles while placing aggregate. Do not leave geotextiles exposed for more than 7 days before covering with aggregate. Place geotextiles on surfaces free of obstructions, debris and soft pockets.

Place lightweight aggregate in uniform layers with loose lift thickness no more than 12 inches and compact to achieve the required density. Compact with three passes of an 8- to 10-ton vibratory roller in the vibratory mode unless otherwise directed by the Engineer. In confined areas, place lightweight aggregate in loose lift thicknesses of 6" or 12" while compacting with a 5-hp or 20-hp hand-operated vibratory plate compactor, respectively. Take all necessary precautions when working adjacent to the lightweight aggregate to ensure that the material is not over compacted. Construction equipment, other than for placement and compaction, must not operate on the exposed lightweight aggregate.

4.0 MEASUREMENT AND PAYMENT

Lightweight aggregate within the roadway embankment (*i.e.*, used outside the MSE Reinforced Zone) will be measured and paid for per cubic yard of "Lightweight Aggregate" that has been acceptably placed and compacted. Such price and payment will be full compensation for furnishing, hauling, placing, and compacting the fill and all incidentals necessary to complete the work.

Geotextile will be measured and paid in square yards. Geotextiles will be measured along the ground surface or interfaces as the square yards of exposed geotextiles before placing backfill material. No measurement will be made for overlapping geotextiles or sewing seams. The contract unit price for Geotextile will be full compensation for providing, transporting and placing geotextiles, wire staples and anchor pin and sewing geotextiles.

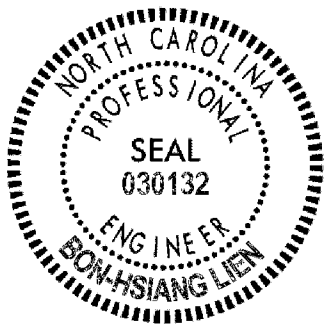
Payment will be made under:

Pay Item

Lightweight Aggregate (SP)
Geotextile for Lightweight Aggregate (SP)

Pay Unit

Cubic Yard
Square Yard



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**MECHANICALLY STABILIZED EARTH RETAINING WALLS
(USING COARSE AND/OR LIGHTWEIGHT AGGREGATE)****(SPECIAL)****1.0 GENERAL**

Construct mechanically stabilized earth (MSE) retaining walls consisting of steel or geosynthetic reinforcement in the reinforced zone connected to vertical facing elements. The facing elements should be precast concrete panels. Use coarse and/or lightweight aggregate in the reinforced zone of MSE retaining walls as indicated on the Design Drawings. Provide reinforced concrete coping as required. Design and construct MSE retaining walls based on lines and grades, and dimensions in accordance with the Contract and approved submittals. Use a prequalified MSE Wall Installer to construct MSE retaining walls.

Define “MSE wall” as a mechanically stabilized earth retaining wall and “MSE Wall Vendor” as the vendor supplying the chosen MSE wall system. Define an “abutment wall” as an MSE wall with bridge foundations in any portion of the reinforced zone or an MSE wall connected to an abutment wall. Even if bridge foundations only penetrate a small part of the reinforced zone, the entire MSE wall is considered an abutment wall.

Define “reinforcement” as steel or geosynthetic reinforcement and “geosynthetics” as geosynthetic grids (geogrids) or strips (geostrips). Define “aggregate” as coarse aggregate. Define “panel” as a precast concrete panel and “coping” as precast or cast-in-place concrete coping.

Use an approved MSE wall system in accordance with the plans, NCDOT MSE wall policy, and any NCDOT restrictions for the chosen system. Value engineering proposals for other MSE wall systems will not be considered. Do not use segmental retaining walls or MSE wall systems with an “approved for provisional use” status code for critical walls or MSE walls connected to critical walls. Critical walls are defined in the NCDOT MSE wall policy. The list of approved MSE wall systems and NCDOT MSE wall policy are available from: connect.ncdot.gov/resources/Geological/Pages/Products.aspx

2.0 MATERIALS

Refer to the *Standard Specifications*.

Item	Section
Aggregate	1014
Anchor Pins	1056-2
Curing Agents	1026
Geotextiles, Type 2	1056
Joint Materials	1028
Portland Cement Concrete, Class A	1000
Precast Retaining Wall Coping	1077
Reinforcing Steel	1070
Retaining Wall Panels	1077

Segmental Retaining Wall Units	1040-4
Shoulder Drain Materials	816-2
Wire Staples	1060-8(D)

Refer to the *Special Provision – Lightweight Aggregate*.

Provide Type 2 geotextile for filtration and separation geotextiles. Use Class A concrete for cast-in-place coping, leveling concrete and pads.

Use panels from producers approved by the Department and licensed by the MSE Wall Vendor. Unless required otherwise in the contract, produce panels with a smooth flat final finish that meets Article 1077-11 of the *Standard Specifications*. Accurately locate and secure reinforcement connectors in panels and maintain required concrete cover. Produce panels within 1/4" of the panel dimensions shown in the accepted submittals.

Damaged panels with excessive discoloration, chips or cracks as determined by the Engineer will be rejected. Do not damage reinforcement connection devices or mechanisms in handling or storing panels units.

Store steel materials on blocking at least 12" above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Handle and store geosynthetics in accordance with Article 1056-2 of the *Standard Specifications*. Load, transport, unload and store MSE wall materials so materials are kept clean and free of damage. Bent, damaged or defective materials will be rejected.

A. Aggregate

Use standard size No. 57, 57M, 67 or 78M that meets Table 1005-1 of the *Standard Specifications* for coarse aggregate except do not use No. 57 or 57M stone in the reinforced zone of MSE walls with geosynthetic reinforcement. Use the following for light weight aggregate:

1. Furnish and place lightweight aggregate as shown on the plans, according to this provision and Lightweight Aggregate Special Provision, and as directed by the Engineer. Use ESCS (Expanded Shale Clay Slate) produced by the rotary kiln method conforming to ASTM C330 (latest edition).
2. Lightweight aggregate must have a proven record of durability, and be non-corrosive, with the following properties:
3. Contains a maximum organic content of 0.1%.
4. Soundness Loss (AASHTO T104): Have a maximum soundness loss of less than 30% when subjected to four cycles of Magnesium Sulfate.
5. Abrasion Resistance (ASTM C131): Have a maximum percentage of abrasion loss of less than 40%.
6. Chloride Content (AASHTO T291): Have a chloride content less than 100 ppm.

7. Gradation (ASTM 136): Use an aggregate gradation from 3/4" to #4. Other gradations may be acceptable with approval by the Engineer.
8. Aggregate loose unit weight (ASTM C29): Have a loose unit weight less than 55 lbs/ft³.
9. In-place unit weight: (ASTM D4253, D4254): Have an in-place compacted dry unit weight between 55 and 60 lbs/ft³. Material must be compacted to a minimum 65% relative density as determined by ASTM D4253 and D4254. Use a vibratory table when determining the maximum index density and unit weight in accordance with ASTM D4253. Determine the minimum index density and unit weight in accordance with ASTM D4254.
10. Angle of Internal Friction (ASTM D3080): Minimum angle of internal friction of 40 degrees. Test a saturated representative sample (with particles larger than larger than 0.75 inch removed) in a round or square shear box that is a minimum of 12 inches across.
11. Resistivity (ASTM D1125): Have a resistivity greater than 3000 ohm-cm.
12. pH (ASTM D1293): Have a pH greater than five but less than 10.
13. Before placing any backfill, furnish a Type IV certification in accordance with Article 106-3 of the Standard Specifications. Include a copy of all test results conducted in accordance with the above requirements in the certification. The Engineer determines how often NCDOT samples backfill material to assure compliance with gradation and other material properties.

B. Reinforcement

Provide steel or geosynthetic reinforcement supplied by the MSE Wall Vendor or a manufacturer approved or licensed by the vendor. Use approved reinforcement for the chosen MSE wall system. The list of approved reinforcement for each MSE wall system is available from the website shown elsewhere in this provision.

1. Steel Reinforcement

Provide Type 1 material certifications in accordance with Article 106-3 of the *Standard Specifications* for steel reinforcement. Use welded wire grid reinforcement ("mesh", "mats" and "ladders") that meet Article 1070-3 of the *Standard Specifications* and metallic strip reinforcement ("straps") that meet ASTM A572 or A1011. Galvanize steel reinforcement in accordance with Section 1076 of the *Standard Specifications*.

2. Geosynthetic Reinforcement

Define "machine direction" (MD) for geosynthetics in accordance with ASTM D4439. Provide Type 1 material certifications for geosynthetic strengths in the MD in accordance with Article 1056-3 of the *Standard Specifications*. Test geosynthetics in accordance with ASTM D6637.

C. Bearing Pads

For MSE walls with panels, use bearing pads that meet Section 3.6.1.a of the *FHWA Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes – Volume I* (Publication No. FHWA-NHI-10-024). Provide bearing pads that meet the following requirements:

BEARING PAD THICKNESS REQUIREMENTS	
Panel Facing Area (A)	Minimum Pad Thickness After Compression (based on 2 times panel weight above pads)
$A \leq 30$ sf	1/2"
$30 \text{ sf} < A \leq 75$ sf	3/4"

D. Miscellaneous Components

Miscellaneous components may include connectors (e.g., anchors, bars, clamps, pins, plates, ties, etc.), fasteners (e.g., bolts, nuts, washers, etc.) and any other MSE wall components not included above. Galvanize steel components in accordance with Section 1076 of the *Standard Specifications*. Provide approved miscellaneous components for the chosen MSE wall system. The list of approved miscellaneous components for each MSE wall system is available from the website shown elsewhere in this provision.

3.0 PRECONSTRUCTION REQUIREMENTS

A. MSE Wall Surveys

The Retaining Wall Plans show a plan view, typical sections, details, notes and an elevation or profile view (wall envelope) for each MSE wall. Before beginning MSE wall design, survey existing ground elevations shown in the plans and other elevations in the vicinity of MSE wall locations as needed. Based on these elevations, finished grades and actual MSE wall dimensions and details, submit revised wall envelopes for acceptance. Use accepted wall envelopes for design.

B. MSE Wall Designs

Submit 11 copies of working drawings and 3 copies of design calculations and a PDF copy of each for MSE wall designs at least 30 days before the preconstruction meeting. Note name and NCDOT ID number of the panel or SRW unit production facility on the working drawings. Do not begin MSE wall construction until a design submittal is accepted.

Use a prequalified MSE Wall Design Consultant to design MSE walls. Provide designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for the MSE Wall Design Consultant.

Design MSE walls in accordance with the plans, *AASHTO LRFD Bridge Design Specifications* and any NCDOT restrictions for the chosen MSE wall system unless otherwise required. Design MSE walls for seismic if walls are located in seismic zone 2

based on Figure 2-1 of the *Structure Design Manual*. Use a uniform reinforcement length throughout the wall height of at least 0.7H, with H as defined for the embedment requirements in this provision or 8 ft, whichever is greater, unless shown otherwise in the plans. Extend the reinforced zone at least 6" beyond end of reinforcement. Do not locate drains, the reinforced zone or leveling pads outside right-of-way or easement limits.

Use the simplified method for determining maximum reinforcement loads and approved design parameters for the chosen MSE wall system or default values in accordance with the AASHTO LRFD specifications. Design steel components including reinforcement and connectors for the design life noted in the plans and aggregate type in the reinforced zone. Use corrosion loss rates for galvanizing in accordance with the AASHTO LRFD specifications for nonaggressive backfill and carbon steel corrosion rates in accordance with the following:

CARBON STEEL CORROSION RATES	
Aggregate Type (in the reinforced zone)	Corrosion Loss Rate (after zinc depletion)
Coarse	0.47 mil/year

For geosynthetic reinforcement and connectors, use approved geosynthetic properties for the design life noted in the plans and aggregate type in the reinforced zone.

When noted in the plans, design MSE walls for a live load (traffic) surcharge of 250 lb/sf in accordance with Figure C11.5.6-3(b) of the AASHTO LRFD specifications. For steel beam guardrail with 8 ft posts or concrete barrier rail above MSE walls, analyze top 2 reinforcement layers for traffic impact loads in accordance with Section 7.2 of the FHWA MSE wall manual shown elsewhere in this provision except use the following for geosynthetic reinforcement rupture:

$$\phi T_{al} R_c \geq T_{max} + (T_I / RF_{CR})$$

Where,

- ϕ = resistance factor for tensile resistance in accordance with Section 7.2.1 of the FHWA MSE wall manual,
- T_{al} = long-term geosynthetic design strength approved for chosen MSE wall system,
- R_c = reinforcement coverage ratio = 1 for continuous geosynthetic reinforcement,
- T_{max} = factored static load in accordance with Section 7.2 of the FHWA MSE wall manual,
- T_I = factored impact load in accordance with Section 7.2 of the FHWA MSE wall manual and
- RF_{CR} = creep reduction factor approved for chosen MSE wall system.

If existing or future obstructions such as foundations, guardrail, fence or handrail posts, moment slabs, pavements, pipes, inlets or utilities will interfere with reinforcement, maintain a clearance of at least 3" between obstructions and reinforcement unless

otherwise approved. Locate reinforcement layers so all of reinforcement length is within 3" of corresponding connection elevations.

Use 6" thick cast-in-place unreinforced concrete leveling pads beneath panels and SRW units that are continuous at steps and extend at least 6" in front of and behind bottom row of panels or SRW units. Unless required otherwise in the plans, embed top of leveling pads in accordance with the following requirements:

EMBEDMENT REQUIREMENTS

Front Slope ¹ (H:V)	Minimum Embedment Depth ² (whichever is greater)	
6:1 or flatter (except abutment walls)	H/20	1 ft for H ≤ 10 ft 2 ft for H > 10 ft
6:1 or flatter (abutment walls)	H/10	2 ft
> 6:1 to < 3:1	H/10	2 ft
3:1 to 2:1	H/7	2 ft

1. Front slope is as shown in the plans.
2. Define "H" as the maximum design height plus embedment per wall with the design height and embedment as shown in the plans.

When noted in the plans, locate a continuous aggregate shoulder drain along base of reinforced zone behind aggregate. Provide wall drainage systems consisting of drains and outlet components in accordance with Standard Drawing No. 816.02 of the *Roadway Standard Drawings*.

For MSE walls with panels, place at least 2 bearing pads in each horizontal panel joint so the final horizontal joint opening is between 5/8" and 7/8". Additional bearing pads may be required for panels wider than 5 ft as determined by the Engineer. Cover joints at back of panels with filtration geotextiles at least 12" wide.

Separation geotextiles are required between aggregate and overlying fill or pavement sections except when concrete pavement, full depth asphalt or cement treated base is placed directly on aggregate. Separation geotextiles may also be required between coarse aggregate and backfill or natural ground as determined by the Engineer.

Unless required otherwise in the plans, use reinforced concrete coping at top of walls. Use coping dimensions shown in the plans and cast-in-place concrete coping for segmental retaining walls and when noted in the plans. When shown in the plans and at the Contractor's option, connect cast-in-place concrete coping to panels and SRW units with dowels or extend coping down back of MSE walls. Also, connect cast-in-place leveling concrete for precast concrete coping to panels with dowels. When concrete barrier rail is required above MSE walls, use concrete barrier rail with moment slab as shown in the plans.

Submit working drawings and design calculations for acceptance in accordance with Article 105-2 of the *Standard Specifications*. Submit working drawings showing plan

views, wall profiles with required resistances, typical sections with reinforcement and connection details, aggregate locations and types, geotextile locations and details of leveling pads, panels, coping, bin walls, slip joints, etc. If necessary, include details on working drawings for concrete barrier rail with moment slab, reinforcement splices if allowed for the chosen MSE wall system, reinforcement connected to end bent caps and obstructions extending through walls or interfering with reinforcement, leveling pads, barriers or moment slabs. Submit design calculations for each wall section with different surcharge loads, geometry or material parameters. At least one analysis is required for each wall section with different reinforcement lengths. When designing MSE walls with computer software other than MSEW, use MSEW version 3.0 with update 14.93 or later, manufactured by ADAMA Engineering, Inc. to verify the design. At least one MSEW analysis is required per 100 ft of wall length with at least one MSEW analysis for the wall section with the longest reinforcement. Submit electronic MSEW input files and PDF output files with design calculations.

C. Preconstruction Meeting

Before starting MSE wall construction, hold a preconstruction meeting to discuss the construction and inspection of the MSE walls. Schedule this meeting after all MSE wall submittals have been accepted. The Resident or Bridge Maintenance Engineer, Bridge Construction Engineer, Geotechnical Operations Engineer, Contractor and MSE Wall Installer Superintendent will attend this preconstruction meeting.

4.0 CORROSION MONITORING

Corrosion monitoring is required for MSE walls with steel reinforcement. The Engineer will determine the number of monitoring locations and where to install the instrumentation. Contact the Materials and Tests (M&T) Unit before beginning wall construction. M&T will provide the corrosion monitoring instrumentation kits and if necessary, assistance with installation.

5.0 SITE ASSISTANCE

Unless otherwise approved, provide an MSE Wall Vendor representative to assist and guide the MSE Wall Installer on-site for at least 8 hours when the first panels and reinforcement layer are placed. If problems are encountered during construction, the Engineer may require the vendor representative to return to the site for a time period determined by the Engineer.

6.0 CONSTRUCTION METHODS

Control drainage during construction in the vicinity of MSE walls. Direct run off away from MSE walls, aggregate and backfill. Contain and maintain aggregate and backfill and protect material from erosion.

Excavate as necessary for MSE walls in accordance with the accepted submittals. If applicable and at the Contractor's option, use temporary shoring for wall construction instead of temporary slopes to construct MSE walls. Define "temporary shoring for wall construction" as temporary shoring not shown in the plans or required by the Engineer

including shoring for OSHA reasons or the Contractor's convenience.

Unless required otherwise in the plans, install foundations located in the reinforced zone before placing aggregate or reinforcement. Notify the Engineer when foundation excavation is complete. Do not place leveling pad concrete, aggregate or reinforcement until excavation dimensions and foundation material are approved.

Construct cast-in-place concrete leveling pads at elevations and with dimensions shown in the accepted submittals and in accordance with Section 420 of the *Standard Specifications*. Cure leveling pads at least 24 hours before placing panels.

Erect and support panels so the final wall position is as shown in the accepted submittals. Set panels with a vertical joint width of 3/4". Place bearing pads in horizontal panel joints and cover all panel joints with filtration geotextiles as shown in the accepted submittals. Attach filtration geotextiles to back of panels with adhesives, tapes or other approved methods.

MSE Wall with rectangular panels with vertical joints lined up from top to bottom shall be used to accommodate differential settlements. Do not stagger panels to create a running bond by centering panels over joints in the row below. Construct MSE walls with the following tolerances:

- A. Final wall face is within 3/4" of horizontal and vertical alignment shown in the accepted submittals when measured along a 10 ft straightedge and
- B. Final wall plumbness (batter) is not negative and within 0.5° of vertical unless otherwise approved.

Place reinforcement at locations and elevations shown in the accepted submittals and within 3" of corresponding connection elevations. Install reinforcement with the direction shown in the accepted submittals. Place reinforcement in slight tension free of kinks, folds, wrinkles or creases. Reinforcement may be spliced once per reinforcement length if shown in the accepted submittals. Use reinforcement pieces at least 6 ft long. Contact the Engineer when unanticipated existing or future obstructions such as foundations, guardrail, fence or handrail posts, pavements, pipes, inlets or utilities will interfere with reinforcement. To avoid obstructions, deflect, skew or modify reinforcement as shown in the accepted submittals.

Place aggregate in the reinforced zone in 8" to 10" thick lifts. Use only hand operated compaction equipment to compact aggregate within 3 ft of panels. At a distance greater than 3 ft, compact aggregate with at least 4 passes of an 8 ton to 10 ton vibratory roller in a direction parallel to the wall face. Smooth wheeled or rubber tired rollers are also acceptable for compacting aggregate. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet. Do not displace or damage reinforcement when placing and compacting aggregate. End dumping directly on geosynthetics is not permitted. Do not operate heavy equipment on reinforcement until it is covered with at least 8" of aggregate. Replace any damaged reinforcement to the satisfaction of the Engineer.

Place lightweight aggregate in uniform layers. Compact as need to achieve the required density. Place layers not more than 12 inches in depth loose thickness and compact.

Compact with three passes of an 8 to 10 ton vibratory roller in the vibratory mode, or as directed by the Engineer. In confined areas use vibratory plate compaction equipment (5 hp to 20 hp) with a minimum of two passes in 6" lifts for a 5 hp plate and 12" lifts for a 20 hp plate. Take all necessary precautions when working adjacent to the lightweight fill to ensure that the material is not over compacted. Construction equipment, other than for placement and compaction, must not operate on the exposed lightweight aggregate.

Backfill for MSE walls outside the reinforced zone in accordance with Article 410-8 of the *Standard Specifications*. If a drain is required, install wall drainage systems as shown in the accepted submittals and in accordance with Section 816 of the *Standard Specifications*.

Place and construct coping and leveling concrete as shown in the accepted submittals. Construct leveling concrete in accordance with Section 420 of the *Standard Specifications*. Construct cast-in-place concrete coping in accordance with Subarticle 452-3(C) of the *Standard Specifications*. When single faced precast concrete barrier is required in front of and against MSE walls, stop coping just above barrier so coping does not interfere with placing barrier up against wall faces.

When separation geotextiles are required, overlap adjacent geotextiles at least 18" and hold separation geotextiles in place with wire staples or anchor pins as needed. Seal joints above and behind MSE walls between coping and concrete slope protection with silicone sealant.

7.0 MEASUREMENT AND PAYMENT

MSE Retaining Wall No.1, Wall No.2 and Wall No.3 will be measured and paid in square feet. MSE walls will be measured as the square feet of exposed wall face area with the height equal to the difference between top and bottom of wall elevations. Define "top of wall" as top of coping or top of panels for MSE walls without coping. Define "bottom of wall" as shown in the plans and no measurement will be made for portions of MSE walls embedded below bottom of wall elevations.

The contract unit price for *MSE Retaining Wall No.1, Wall No.2 and Wall No.3* will be full compensation for providing designs, submittals, labor, tools, equipment and MSE wall materials, excavating, backfilling, hauling and removing excavated materials and supplying site assistance, leveling pads, panels, reinforcement, aggregate and/or lightweight aggregate, wall drainage systems, geotextiles, bearing pads, coping, miscellaneous components and any incidentals necessary to construct MSE walls. The contract unit price for *MSE Retaining Wall No.1, Wall No.2 and Wall No.3* will also be full compensation for reinforcement connected to and aggregate and/or lightweight aggregate behind end bent caps in the reinforced zone, if required.

No separate payment will be made for temporary shoring for wall construction. Temporary shoring for wall construction will be incidental to the contract unit price for *MSE Retaining Wall No.1, Wall No.2 and Wall No.3*.

The contract unit price for *MSE Retaining Wall No.1, Wall No.2 and Wall No.3* does not include the cost for ditches, fences, handrails, barrier or guardrail associated with MSE walls as these items will be paid for elsewhere in the contract.

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The cost of lightweight aggregate within the MSE Reinforced Zone will be incidental to the cost of the MSE Wall. Lightweight aggregate within the MSE Reinforced Zone will not be paid separately.

Where it is necessary to provide backfill material behind the reinforced zone from sources other than excavated areas or borrow sources used in connection with other work in the contract, payment for furnishing and hauling such backfill material will be paid as extra work in accordance with Article 104-7 of the *Standard Specifications*. Placing and compacting such backfill material is not considered extra work but is incidental to the work being performed.

Payment will be made under:

Pay ItemMSE Retaining *Wall No.1, Wall No.2 and Wall No.3***Pay Unit**

Square Foot



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**PROJECT SPECIAL PROVISIONS
GEOENVIRONMENTAL**

CONTAMINATED SOIL (5/21/2015)

The Contractor's attention is directed to the fact that soil contaminated with petroleum hydrocarbon compounds exist within the project area. The known areas of contamination are indicated on corresponding plans sheets. Information relating to these contaminated areas, sample locations, and investigation reports are available at the following web address by navigating to the correct letting year and month then selecting, "Plans and Proposals", "Mecklenburg U-5008", "GeoEnvironmental":

<http://dotw-xfer01.dot.state.nc.us/dsplan/>

Petroleum contaminated soil may be encountered during any earthwork activities on the project. The Contractor shall only excavate those soils that the Engineer designates necessary to complete a particular task. The Engineer shall determine if soil is contaminated based on petroleum odors and unusual soil staining. Contaminated soil not required to be excavated is to remain in place and undisturbed. Undisturbed soil shall remain in place, whether contaminated or not. The Contractor shall transport all contaminated soil excavated from the project to a facility licensed to accept contaminated soil.

In the event that the Contractor chooses to stockpile the soil temporarily, the stockpile shall be created within the property boundaries of the source material and in accordance with the Stockpile Detail found in the plans. If the volume of contaminated material exceeds available space on site, the Contractor shall obtain a permit from the NCDENR UST Section's Mooresville Regional Office for off-site temporary storage. Stockpiling contaminated soil will be incidental to the project. The Contractor shall provide disposal manifests and weigh tickets to the Engineer for review and approval. The Engineer will in turn provide the GeoEnvironmental Section with a copy of the disposal manifests and weigh tickets for their records.

Groundwater

If groundwater is encountered and dewatering is required in areas of known contamination then the contractor shall containerize the groundwater in vessels provided by the Department. The Department requires a minimum two (2) week notice before dewatering activities begin. The Department will be responsible for the sampling and disposal of the water. Handling contaminated ground water will be incidental to the project.

Measurement and Payment:

The quantity of contaminated soil hauled, and disposed of shall be the actual number of tons of material, which has been acceptably transported and weighed with certified scales as documented by disposal manifests and weigh tickets. The quantity of contaminated soil, measured as provided above, shall be paid for at the contract unit price per ton for "Hauling, and Disposal of Petroleum Contaminated Soil".

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GV-2

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Mecklenburg County

The above price and payment shall be full compensation for all work covered by this section, including, but not limited to loading, transportation, weighing, laboratory testing, disposal, equipment, decontamination of equipment, labor, and personal protective equipment.

Payment shall be made under:

Pay Item

Hauling and Disposal of Petroleum Contaminated Soil

Pay Unit

Ton

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5/21/2015

PROJECT SPECIAL PROVISIONS

SEALED DRAINAGE SYSTEM (6/8/2015):

The purpose of this section is to specify the requirements for construction of a sealed drainage system. The sealed drainage system is necessary to prevent infiltration of contaminated materials into the drainage system. Special Provision GV-1 identifies the potential contaminants and the procedures required for handling the material.

A sealed drainage system is proposed to be installed through or in the vicinity of the contaminated area. Included in this provision is work required for constructing the sealed pipes and drainage structures, in accordance with this provision and Section 300, 840, and 1000 of the *Standard Specifications* and as shown on the plans or established by the Engineer.

The Contractor is responsible for regulatory compliance for all phases of work described in this section.

Drainage System Materials

Ductile Iron drainage pipe shall be Pressure Class 350 and shall conform to ANSI A21.51 (AWWA C151). Pipe shall be push-on joint and installed with gaskets in accordance with the applicable sections of ANSI A21.11 (AWWA C111). Gaskets for ductile iron pipe shall be made of material resistant to the contaminants identified in Special Provision GV-1 and shall be approved for use with Pressure Class 350 Ductile Iron Pipe. Ductile Iron Pipe shall be cement mortar lined with a seal coat in accordance with ANSI A21.4 (AWWA C104).

Drainage Structures shall be precast concrete conforming to ASTM C478. Joints between sections shall conform to ASTM C443 and shall be sealed with O-Ring gaskets. O-Ring gaskets shall be made of material resistant to the contaminants identified in Special Provision GV-1 and shall be approved for use with precast drainage structure sections.

Connection of pipe to drainage structure shall be by a flexible, resilient connector conforming to ASTM C923. The drainage structure to pipe connector shall be made of material resistant to the contaminants identified in Special Provision GV-1.

Non shrink cement grout shall be used in precast drainage structures per the requirements of Article 1040-9 of the *Standard Specifications*.

The Contractor shall submit to the Engineer catalog cuts and / or shop drawings for materials to be used on the project. Allow 40 days for the review of each submittal.

Materials which have not been approved shall not be delivered to the project. Eight copies of each catalog cut and/or drawing shall be submitted and each shall show the material description, brand name, manufacturing specification, and the use for which it is intended.

Drainage System Construction Methods

Installation of the sealed drainage system pipe and drainage structures shall meet the requirements of Section 300 and Section 1505 of the *Standard Specifications*.

All materials shall be carefully examined for defects before placing, and any defective materials shall be replaced.

As the work progresses, the interior of the pipe shall be cleared of all foreign materials. Trenches shall be kept free from water until backfilled and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work.

Obtain approval by the Engineer prior to any cleaning or flushing activities. Any pipeline or drainage structure that contains silt, sedimentation, or other foreign material shall be flushed or otherwise cleaned out of the line and drainage structures. If it is determined by the Engineer to be contaminated, the material shall be handled and disposed of in a manner approved of by the Engineer.

Gasket joints for pipe and drainage structures shall be installed in accordance with the recommendations of the manufacturer.

Sealed Drainage System Testing

The sealed drainage system shall be tested in accordance with Article 1520-3 of the *Standard Specifications* for Gravity Sanitary Sewer. Both infiltration and exfiltration tests will be required. For the exfiltration test, the system shall be plugged and filled to the rim of the drainage structure as directed by the Engineer.

Measurement and Payment

___” *Ductile Iron Pipe* for the sealed drainage system will be measured and paid at the contract unit price per linear foot. The quantity of sealed drainage system lines of the various sizes, which has been incorporated into the completed and accepted work, will be measured from end to end by the linear foot in place with no deduction for length through drainage structures. Where two different sizes enter or exit a drainage structure, each size will be measured to the center of the drainage structure. Unless otherwise shown on the plans, branch connections, ells, or other fixtures will be included in the length measurement.

Precast Drainage Structures with boots will be measured and paid for in units of each.

The above price and payment shall be full compensation for all work covered by this section, including, but not limited to: excavation, stockpile construction, equipment, labor, personal protective equipment, flushing or cleaning out material from the sealed system and the pipes,

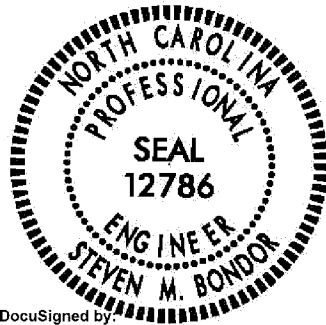
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materials, backfilling, compaction, testing, pumping and incidentals necessary to complete the work as required. Handling of contaminated soil and material is included in Special Provision GV-1.

Payment will be made under:

Pay Item	Pay Unit
___ " Ductile Iron Pipe	Linear Foot
Precast Drainage Structure with Boots	Each



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Mecklenburg County

WORK ZONE TRAFFIC CONTROL Project Special Provisions

Law Enforcement:

(05/14/2013)

Description

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

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item

Law Enforcement

Pay Unit

Hour



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J. W. Woolard, Jr.

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7/6/2015

**PROJECT SPECIAL PROVISIONS
UNDERPASS AND SWITCHBACK RAMP LIGHTING SYSTEM**

1.00 DESCRIPTION

The work covered by this section consists of furnishing, installing, connecting, and placing into satisfactory operating condition pedestrian lighting systems at the locations shown on the plans. The work shall be in accordance with these special provisions, the plans, and the National Electrical Code (NEC), and Division 14 of the North Carolina Department of Transportation "Standard Specifications for Roads and Structures" (Standard Specifications) except as modified or added by these Special Provisions.

The Contractor actually performing the work described in these special provisions shall have a license of the proper classification from the North Carolina State Board of Examiners of Electrical Contractors.

The licensed Electrical Contractor must be available on the job site when the work is being performed or when requested by the Engineer. The licensed Electrical Contractor shall have a set of plans and special provisions in his possession on the job site, and must maintain accurate "as built" plans and shall be qualified to instruct and direct all of the Contractor's employees regarding the work.

The Contractor shall electronically submit catalog cuts of all proposed lighting materials for the Engineer's review and approval. Each submittal shall show the brand name, stock number, description, size, rating, manufacturing specification, and applicable contract item number(s). The Contractor shall allow forty (40) days for review of each submittal. The Engineer will advise the Contractor of reasons for rejected submittals and will electronically return copies of approved submittals to the Contractor. Material shall not be delivered to the project prior to approval of submittals.

2.00 UNDERPASS LIGHTING SYSTEM

2.10 DESCRIPTION

Furnish and install wall mounted and pendant mounted luminaires with conduit and electrical circuitry for underpass lighting at locations shown on the plans. Work includes but is not limited to furnishing and installing underpass luminaires with LED optical assemblies, drivers, and mounting hardware, as well as furnishing and installing conduit embedded in the abutment wall coping, pull boxes, conduit, conductors, expansion fittings, anchors and straps.

2.20 MATERIALS

2.21 LUMINAIRES

Provide wall mount (Type WM) and pendant mount (Type PM) luminaires at the locations shown on the plans. The luminaires shall be light emitting diode (LED) type.

Wall mount luminaires shall have a maximum power consumption of 50 watts (W) and provide a minimum 1,400 initial lumens. The WM luminaire shall be constructed from die-cast aluminum. The luminaire shall be coated with corrosion resistant polyester powder paint, with a minimum 2.0 mil thickness and black in color. The LED light engine shall provide a minimum 70 CRI at 4000K temperature. The luminaire shall have a minimum 5-year warranty.

Provide type PM luminaires that are a pendant mounted assembly of driver, optical and mounting components, including a safety chain and hanging hardware. Provide an aluminum housing with 2.0 mil, minimum, gray paint finish and an external quick electrical disconnect receptacle for attachment of hanging hardware.

Type PM luminaires shall have a maximum power consumption of 80 watts (W) and provide a minimum 5,600 initial lumens. The LED light engine shall provide a minimum 70 CRI at 4000K temperature. The luminaire shall have a minimum 5-year warranty.

Use a 3/4" rigid galvanized steel conduit with a hook and power cord entrance as the pendant. Provide a 3-conductor type SO power cord and a 3/4" female threaded wiring compartment with quick electrical disconnects, to attach the ballast housing to the pendant.

Use galvanized weldless forged steel eye-nuts that comply with Federal Specification WW-H-171E (Type 17), or Manufacturers Standardization Society SP-69-2003 (Type 17). Attach eye-nuts to galvanized steel or stainless steel threaded rod that has been anchored to the bridge deck with adhesive anchors. Use galvanized steel or stainless steel safety chain, S hooks and lock nuts.

2.22 CIRCUITRY AND CONDUIT SYSTEM

Use polyvinyl chloride (PVC) and rigid galvanized steel (RGS) conduit in accordance with Article 1091-3 of the Standard Specifications. Conduit shall be sized as shown on the plans.

Provide octagonal metal junction boxes embedded in the wall coping at all WM luminaire locations. These junction boxes shall be zinc electroplated with a grounding lug. The boxes shall be deep enough to assure a minimum of 2" concrete over the conduit. The boxes shall be designed for flush-mounted installations in poured concrete. Field drilled holes may be provided in lieu of drilled and tapped conduit entrances. Lightweight, stamped metal boxes with knockouts are not acceptable.

Provide weatherproof four-port 4" round metallic junction boxes along the backwall as shown on the plans. Plug any unused ports. Round metallic junction boxes shall be installed with blank covers and gaskets to provide a weatherproof installation. Lightweight, stamped metal boxes with knockouts are not acceptable.

Incidental bolts, nuts, and washers shall be high strength and galvanized in accordance with Article 1072-5 of the Standard Specifications.

Install pull lines in all empty conduits. The pull line shall be 2-ply line with a tensile strength of 240 pounds minimum, shall be resistant to tangling when being dispensed and shall be rot and mildew resistant.

Refer to detail sheets E3-E6, Standard Specification 1412 and Standard Drawing 1412 for additional details.

2.30 CONSTRUCTION METHODS

2.31 LUMINAIRES

Install Type WM luminaires at locations shown in the plans. The WM luminaires shall be installed over the octagonal junction boxes embedded in the wall coping. Level all luminaires. Field adjust as directed by the Engineer.

Install Type PM luminaires in girder bays as shown on the plans. Type PM luminaires shall be installed so that the bottom of the luminaire is flush with the bottom of the girder. Center luminaires in girder bay and over sidewalk.

Use galvanized steel or stainless steel clamps and attachment hardware.

2.32 CIRCUITRY AND CONDUIT SYSTEM

Coordinate work with Prime Contractor to install 1" PVC conduit on the back of the MSE abutment walls at end bent 1 and end bent 8, as shown on the plans. This conduit must be installed before fill material is placed and compacted behind the MSE abutment wall. Surface mounting of this conduit will not be allowed.

Conduit shall be installed continuous, watertight, free of kinks, and all runs shall be made with as few couplings as standard lengths will permit. The total angle of all bends between outlets shall not exceed 270° (3-90 bends).

Protection shall be provided at all times against the entrance of moisture or other foreign matter into the conduit. Conduit shall be plugged or capped when work is temporarily suspended, including nightly stoppage of work.

All conduit and boxes embedded in the wall coping shall be securely fastened with ties prior to placing any concrete. After the conduit is encased in concrete, the Contractor shall use a non-destructive cleaning technique to thoroughly clean the inside of each conduit and ensure the conduit is free from accidental plugs.

The conduit system shall be installed in accordance with NEC requirements as an approved raceway for electrical circuits.

All exposed raw metal surfaces or areas with damaged galvanizing shall be covered with a cold galvanized, zinc rich paint prior to installation to ensure against corrosion.

All work shall be inspected and approved by the Engineer before concealment.

Install circuitry in accordance with the requirements of Article 1400-4 of the Standard Specifications, titled Wiring Methods and Conduit Installation.

2.40 MEASUREMENT AND PAYMENT

Underpass Luminaires ____ will be measured and paid as the actual number that have been installed and accepted.

Conduit System and Circuitry for Underpass Lighting for both ends of the structure will be paid at the contract lump sum price for Underpass Circuitry and Conduit for UPL.

Payment will be made under:

Underpass Luminaires	Each
Conduit System and Circuitry for UPL	Lump Sum

3.00 LIGHTING CONTROL SYSTEM

3.10 DESCRIPTION

Furnish and install an entire control system, including enclosure, control panel, photocell, switches, contactors, breakers, terminal blocks, wiring, concrete foundation, and lightning arrester. The control system will be standard electrical components in a weatherproof enclosure mounted on a metal pole with a concrete foundation as shown in the plans.

3.20 MATERIALS

Provide a 200 Amp meter base. Use a combination lighting controller/service entrance equipment (combination panel) equal to Square D Class 8903 Night-Master. The combination panel shall be a NEMA 3R rated enclosure and must include a main circuit breaker, a feeder circuit breaker, solid neutral bar, contactor, photocontrol, selector switch, fused control circuitry and a lightning arrester. The lightning arrester shall be mounted outside of the enclosure. The enclosure shall be labeled as suitable for use as service entrance equipment. Required sizes and ratings are as shown in the plans. Internal components must be factory installed and not field assembled.

Use a combination panel enclosure with a flange mounted operator handle that is lockable in the OFF position and is interlocked with the door and main circuit breaker, so that the door cannot be opened when the breaker is in the ON position. The enclosure shall have an internal removable back panel for mounting components and shall have external mounting brackets.

The combination panel must be rated 120/240 VAC, single phase, two pole, three-wire, service entrance. The main circuit breaker must have an interrupting capacity rating of not less than 10,000 amperes RMS symmetrical. The contactor must have a coil rating of 120 VAC, 60 Hertz. The selector switch must be a heavy duty HAND-OFF-ON unit including contacts and handle mounted on the back panel of the enclosure.

The lightning arrester must be the thyrite type, designed to contain and snuff out an arc of 10,000 amps, and have conduit threads for mounting in the combination panel enclosure.

The ground rod must be copper clad steel, with a clamp rated for direct burial.

Use a 4" Rigid Galvanized Steel Conduit with cap, embedded in concrete as shown in the plans for mounting the lighting controller. Use galvanized slotted steel framing channel with straps and bolts, for the mounting brackets and hardware for attaching the lighting controller to the pole.

3.30 CONSTRUCTION METHODS

Contact Duke Energy Progress to obtain the required electrical service, as stated in section 1400-9 of the Standard Specifications.

Coordinate location of the combination panel with City of Charlotte and Duke Energy Progress. Install all non-factory installed components of the combination panel securely, with all conductors properly terminated and identified. Attach all components to the post with galvanized or stainless steel hardware. Provide and install a padlock for the controller, with eight keys all keyed alike. Coordinate with City of Charlotte personnel to determine if a specific lock is required.

Operate the lighting system without interruption or failure attributable to poor workmanship or defective material for 2 consecutive weeks, as stated in section 1400-6 of the Standard Specifications. The Engineer will perform insulation resistance tests, as stated in section 1400-5 of the Standard Specifications.

The Engineer must inspect and approve all work before concealment.

3.40 MEASUREMENT AND PAYMENT

The control system measured as provided above will be paid for at the contract unit price per each "Lighting Control System". Such price and payment will be considered full compensation for all materials, equipment and labor for installing a new combination panel as described in the preceding sections, as well as all connecting hardware and conduit, construction of foundation and support structure and all incidentals necessary to complete the work.

The quantity of lighting control systems to be paid for will be the actual number which have been installed and accepted

Payment will be made under:

Lighting Control System.....Each

4.00 ELECTRICAL JUNCTION BOXES

4.10 DESCRIPTION

Same as Section 1411-1.

4.20 MATERIALS

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

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

4.30 CONSTRUCTION METHODS

Same as Section 1411-3.

4.40 MEASUREMENT AND PAYMENT

Same as Section 1411-4.



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Paul Chan 5/15/2015
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PROJECT SPECIAL PROVISIONS
ELECTRICAL CONDUIT SYSTEMS

1.0 DESCRIPTION:

The work covered by this section consists of furnishing and installing one conduit system embedded in the sidewalk for City of Charlotte signals and one conduit system embedded in the barrier rail for roadway lighting to be installed by Duke Energy Progress, on behalf of the City of Charlotte, as shown in the plans. The conduit system in the barrier rail includes anchor bolts for light standard attachment by others. Anchor bolts will be incidental to the cost of the vertical concrete barrier.

Perform all work in accordance with these special provisions, the plans, the National Electrical Code (NEC), and Division 14 of the North Carolina Department of Transportation "Standard Specifications for Roads and Structures."

The Contractor actually performing the work described in these special provisions shall have a license of the proper classification from the North Carolina State Board of Examiners of Electrical Contractors.

The licensed Electrical Contractor must be available on the job site when the work is being performed or when requested by the Engineer. The licensed Electrical Contractor shall have a set of plans and special provisions in possession on the job site, and must maintain accurate "as built" plans.

A pre-construction meeting shall be held between the Contractor and Duke Energy Progress representation prior to beginning the conduit installation.

2.0 MATERIALS:

Submit electronic copies of catalog cuts and/or drawings for all proposed materials for the Engineer's review and approval. Include the brand name, stock number, description, size, rating, manufacturing specification, and applicable contract item number(s) on each submittal. Allow forty (40) days for submittal review. The Engineer will advise the Contractor of reasons for rejected submittals and will return approved submittals to the Contractor. Do not deliver material to the project prior to submittal approval.

Non-metallic conduit shall be rigid PVC (Polyvinyl chloride) heavy wall approved for above ground and for underground use by direct burial or encasement in concrete per UL 651 "Rigid Non-Metallic Conduit". Use terminations designed for PVC conduit to seal and stub out each PVC conduit, and to provide watertight protection. Provide UL listed PVC expansion fittings of the appropriate size at all parapet construction joints and bent expansion joints, as noted in the plans. Expansion fittings shall be weatherproof, designed for non-metallic conduit and provide 4" minimum of conduit movement.

Type BR junction box used in the bridge lighting conduit system shall be NEMA Type-4 cast iron, hot-dipped galvanized with recess flange for flush mounting sized as shown on the plans. The BR junction box shall have a neoprene gasketed cover with brass or stainless steel screws and shall be suitable for a watertight installation. A mounting button with a blind tapped bolt hole shall be provided on the interior for future connection of a grounding lug. The junction box shall have a replaceable checkered cover designed to Tier 15, minimum and include the Duke Energy Progress logo. The covers shall be a standardized design so that replacement can be done without disturbing the box or conduit system.

Type PC30 junction boxes used in the bridge lighting and signals conduit systems shall adhere to Section 1411 of the *2012 Standard Specifications for Roads and Structures*.

Use mastic that is a permanent, non-hardening, water sealing compound that adheres to metal, plastic, and concrete.

Provide jute that is a burlap-like material used for filling voids and protecting components from waterproofing and adhesive compounds.

Provide zinc rich paint conforming to Section 1080-9 of the Standard Specifications.

Provide pull lines specifically designed for pulling rope through conduit. Use pull lines made of 2-ply line, with a tensile strength of (240 pounds) minimum. Use rot and mildew resistant pull lines that are resistant to tangling when being dispensed.

Coordinate with Duke Energy Progress to acquire the correct anchor bolt pattern for light pedestals installed on the structure.

3.0 CONSTRUCTION METHODS:

Securely fasten all conduit and boxes prior to placing any concrete. Each conduit run between termination points should be as straight as possible. The total angular deflection of all bends in a conduit run should not exceed 180 degrees. Total deflection greater than 180 degrees requires advanced approval by the Engineer and Duke Energy Progress project engineer. After the conduit is encased in concrete, clean each conduit by snaking with a steel band that has an approved tube cleaner, equipped with a mandrel of a diameter not less than 1/2" of the nominal inside diameter of the conduit. Coordinate conduit cleaning of the bridge lighting conduit system with Duke Energy Progress personnel, and have Duke Energy Progress personnel on hand to witness cleaning. To ensure against corrosion in the areas where hot dipped galvanizing on BR junction boxes has been damaged, cover all raw metal surfaces with a cold galvanized, zinc rich paint.

Stub the bridge lighting and signals conduit systems out in junction boxes as shown in the plans. Place backfill in accordance with Section 300-7 of the Standard Specifications. Bridge lighting conduit may enter BR junction boxes through field drilled holes protected with zinc rich paint before the conduit is inserted. Use threaded adapter and PVC bushing at all junction box to conduit connections. Install a pull line in each conduit for future use. Leave sufficient slack for attachment of a rope that will be used to install conductors. Coordinate electrical conduit system work with work by others.

Install anchor bolts according to pattern provided by Duke Energy Progress. Protect exposed threaded portion of anchor bolts, to guard against damage from concrete installation.

Seal and cap all conduits exposed in the light pedestals on the structure.

All work must be inspected and approved by the Engineer before concealment.

Installation of circuitry and light standards will be provided by others and are not part of this contract.

4.0 MEASUREMENT AND PAYMENT:

No direct measurement will be made for the conduit system(s), since it will be paid for on a lump sum basis.

Payment for the conduit system(s) will be made at the contract lump sum price for "Electrical Conduit System at Station " and "Electrical Conduit System for Signals at Station ".

Such price and payment for the "Electrical Conduit System at Station " as provided above will be considered full compensation for all materials, equipment, and labor necessary to install an electrical conduit system for bridge lighting in the parapet and sidewalk off the bridge in accordance with the plans and these special provisions.

Such price and payment for the "Electrical Conduit System for Signals at Station " as provided above will be considered full compensation for all materials, equipment, and labor necessary to install an electrical conduit system for signals in the sidewalk across the bridge and junction boxes in the planting strip in accordance with the plans and these special provisions.

Payment will be made under:

Electrical Conduit System at Station 20+45.05 -L- _____ Lump Sum

Electrical Conduit System for Signals at Station 20+45.05 -L- _____ Lump Sum



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PROJECT SPECIAL PROVISIONS
Utility Construction

SEPI Engineering & Construction, Inc.
1025 Wade Avenue
Raleigh, NC 27605



(Seal)

Revise the 2012 Standard Specifications as follows:

Page 10-58, Sub-article 1036-1 General

add the following sentence:

All materials in contact with potable water shall be in conformance with Section 1417 of the Safe Drinking Water Act.

Page 15-1, Sub-article 1500-2 Cooperation with the Utility Owner, paragraph 2:

add the following sentences:

The utility owner is Charlotte Water (CLTWater) located at 5100 Brookshire Boulevard Charlotte, NC 28216. The contact person is William (Bill) Deal and he can be reached by phone at 704-391-5150 (Office).

Page 15-2, Sub-article 1500-9 Placing Pipelines into Service

add the following sentence:

Obtain approval from CLTWater prior to placing a new water line or sanitary sewer line into service. Use backflow prevention assemblies for temporary connections to isolate new water lines from existing water line. Use temporary watertight plugs in downstream sanitary sewer manhole to isolate new sanitary sewer lines from existing sanitary sewer lines.

Page 15-6, Sub-article 1510-3 (B), Testing and Sterilization
change the allowable leakage formula to:

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

Page 15-6, Sub-article 1510-3 (B), Testing and Sterilization, sixth paragraph:
Replace the paragraph with the following:

Sterilize water lines in accordance with Section 1003 of The Rules Governing Public Water supply and AWWA C651 Section 4.4.3, the Continuous Feed Method. Provide a chlorine solution with between 50 parts per million and 100 parts per million in the initial feed. If the chlorine level drops below 10 parts per million during a 24 hour period, then flush, refill with fresh chlorine solution, and repeat for 24 hours. Provide certified bacteriological and contaminant test results from a state-approved or state-certified laboratory. Operate all valves and controls to assure thorough sterilization.

Page 15-6, Sub-article 1510-3 (B), Testing and Sterilization, seventh paragraph:
delete the words “may be performed concurrently or consecutively.”
and replace with “shall be performed consecutively”.

Page 15-7, sub-article 1515-2 Materials,
replace paragraph beginning “Double check valves...” with the following:

Double Check valves (DCV) and Reduced Pressure Zone principal (RPZ) backflow prevention assemblies shall be listed on the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research list of approved backflow devices.

Page 15-11, Sub-article 1520-3(A)(2) Testing, line 5,
replace the second paragraph with the following:

Test all 24" and smaller gravity sewer lines for leakage using infiltration, exfiltration, or air test. Perform visual inspection on gravity sewer lines larger than 24". Perform line and grade testing and deflection testing on all gravity sewer lines.

I. DESCRIPTION

The work covered by these provisions only applies to Charlotte Water (CLTWater) facilities and consists of constructing various utilities as required by the plans and provisions herein or as directed by the Engineer. The Contractor shall furnish any and all materials, labor, equipment, and incidentals necessary to complete the proposed utility work.

Apply the applicable provisions of the Rules and Regulations of the North Carolina Department of Environment and Natural Resources, Division of Environmental Health to the construction of water lines. Apply the Rules and Regulations of the North Carolina Department of Environment and Natural Resources, Division of Water Quality to the construction of sanitary sewer lines except as otherwise provided. Perform all work in accordance with the applicable plumbing codes.

II. GENERAL CONSTRUCTION REQUIREMENTS

Specifications:

The proposed utility construction shall meet the applicable requirements of the **NC Department of Transportation's "Standard Specifications for Roads and Structures" dated January 2012**, all applicable permits, and CLTWater specifications, CLTWater standard details as shown on the plans, as outlined in the following provisions, or as directed by the Engineer.

Existing Utilities:

The Contractor shall excavate to determine the precise location of utilities, or other underground obstructions, which are shown on the Construction Plans. Such location and excavation shall be at least 500 feet ahead of construction or as noted in the Special Provision Section of this document.

All utility owners will be notified prior to excavation as required by the 1985 Underground Damage Prevention Act. Owners who are members of NC One-Call (ie NC 811) may be notified in accordance with current NC One-Call procedures. The Contractor will be fully responsible for damage to any utilities if the owners have not been properly notified as required by the 1985 Underground Damage Prevention Act.

Utility owners may, at their option, have representatives present to supervise excavation in the vicinity of their utilities. The cost of such supervision, if any, shall be borne by the Contractor.

Conflicts with underground utilities may necessitate changes in alignment and/or grade of this construction. All such changes require approval by the Engineer before construction proceeds.

When underground obstructions not shown on the Construction Plans are encountered, the Contractor shall promptly report the conflict to the Engineer and shall not proceed with construction until the conflict is resolved by the Engineer.

Repairs to Existing Facilities:

If repair or replacement of existing utilities (public/private) is required due to damage, obsolescence or other reasons not due to the negligence of the Contractor, the repairs shall be performed by the Contractor when so directed.

Any repair or replacement is necessary due to the negligence of the Contractor, shall be performed by the Contractor at his expense, under the Engineer's direction.

Interruption of Water Service:

The Contractor shall have all materials and equipment on the job site seventy-two (72) hours prior to any planned service interruption. Existing water mains may be taken out of service for a maximum of 8 hours for each relocation, abandonment, and/or re-connection unless otherwise directed by the Engineer. Coordination with CLTWater is required to cut and plug the line at various locations shown on the plans. The Contractor shall provide adequate work force during this time to complete the required connection and refill and return the existing water main to service. The Charlotte Fire Department shall be notified of any interruptions of water mains 72 hours (not including weekends/holidays) prior to any interruption of service.

The Contractor will be required to dispose of any water from the isolated main and to dispose of air during the filling operation. The Contractor shall operate all valves required to isolate the existing mains as directed by the CLTWater Inspector. CLTWater will not be responsible for delays, rescheduling, etc., resulting from incomplete isolation of the mains.

The CLTWater Inspector in conjunction with the Contractor will be responsible for notifications of all customers affected by the interruption of service. Service interruptions will be scheduled by CLTWater at a time most convenient to the public. Customers will be notified at least 72 hours (not including weekends/holidays) prior to any interruption of service.

Utility Connections:

Make connections between existing and proposed utilities at times most convenient to the public, without endangering the utility service, and in accordance with the owner's requirements. Make connections on weekends, at night, and on holidays if necessary.

Should the position of any pole, pipe, conduit, or other structure require removal or adjustment, the Engineer will coordinate the change with the owner of the obstructions or a representative of the owner.

Excavation and Backfill for Utility Pipeline Construction:

All excavations for pipe laying, manholes, piers, drainage ditches, grading, and any other for the proper completion of this contract shall be included herein.

Excavation within street rights-of-way shall be backfilled when left unattended for more than 1 hour unless otherwise approved by the controlling agency. Excavations within sewer/water rights-of-way shall be backfilled, fenced or otherwise protected when left unattended for more

than 1 -hour. Fencing or other protection methods shall be designed to reasonably prevent people and large animals from entering the excavation.

Trench Excavation:

No more than 100 feet of trench shall be opened in advance of the pipe laying than is necessary to expedite the work unless prior approval is given by the Engineer. Ground conditions and/or location requirements shall govern the amount of trench open at any one time as determined by the Engineer. The maximum trench width shall be as indicated for each type of pipe specified. If the actual trench width exceeds the specified width, due to shoring methods, the contractor must obtain approval from the Engineer.

Trench Width for Water Line:

Maximum trench width for pipe shall be equal to the outside diameter (as measured at the pipe barrel) of the pipe plus 16".

Trench width shall be measured between faces of cut at the top of the pipe bell. If the Contractor varies from this requirement without approval of the Engineer, he shall at his own expense install Type II or Type III bedding defined in this specification.

Trench Width for Sewer Line:

The maximum trench width shall be measured between faces of cut at the top of the pipe bell.

The trench width for 8" - 30" pipe shall be limited to the nominal pipe size plus 3 feet. If the Contractor varies from this requirement without prior approval of the Engineer, or if specified trench widths cannot be maintained, improved bedding and/or improved pipe material shall be installed as directed by the Engineer.

Trench Bottom Conformation:

The excavation shall be made to the elevations, grades, and lines shown on the Construction Plans. The trench bottom shall be excavated slightly above grade and cut down to the pipe grade by hand in the fine grading operation. The trench bottom shall be true and even with bell holes at each joint to provide the barrel of the pipe with soil or granular bedding support for its full length. This should prevent point loading at the bells. If the trench bottom is inadvertently cut below grade, the Contractor shall (at his own expense) fill it to grade with approved material thoroughly tamped, or with #67 bedding stone. Pipe depth and/or soil conditions may require Type II or Type III granular embedment. This bedding shall also be shaped to allow adequate support of the pipe. If the trench passes either under or over another pipeline or previous excavation, the trench bottom in this area shall be tamped, if necessary, so the disturbed soil has approximately the same supportive strength as the native soil.

Piling Excavated Material:

All excavated material shall be piled in a manner that will not endanger the work. Excavated material shall be piled a safe distance away from the edge of the excavation allowing room for an

adequate angle of repose and if shoring, sheeting, and bracing is used to protect the excavation, no material shall be piled within 3 feet of the nearest edge. Sidewalks, driveways, hydrants, valve pit covers, valve boxes, curb stop boxes, existing manholes, fire and police call boxes, or other utility controls shall be unobstructed and accessible until the work is completed. Gutters, catch basins, and natural watercourses shall not be obstructed or silted.

Dewatering:

The Contractor shall at all times provide and maintain ample means and equipment with which to remove and properly dispose of water entering the excavation or other parts of the work and shall keep all excavations dry until such time as pipe laying and grading is completed. Water shall not be allowed to rise around the pipe in unbackfilled trenches nor shall it be allowed to rise over masonry until the concrete or mortar has set (minimum 24 hours). All water pumped or drained from the work shall be disposed of in such a manner as to minimize siltation and erosion on adjacent property or other construction.

OSHA - Trench/Excavation:

The Contractor shall comply with OSHA trenching and excavation regulations as revised in Subpart P of Part 1926 in the Federal Register. Shoring and/or shielding systems shall be used as specified in Subpart P to prevent caving of trench banks and to provide a safe excavation. The Contractor shall be responsible for excavation safety and shall designate his "competent person" (as defined in Subpart P) for the determination of proper shielding/shoring systems. If, in the opinion of the Engineer, the trench/excavation is not in compliance with OSHA regulations, the Contractor may be directed to stop work. Continued unsafe conditions shall be reported to the appropriate regulatory agency. The Contractor shall be responsible for paying all fines resulting from safety violations.

Pipe Laying:

All bedding compaction shall be approx. 95% density in accordance with AASHTO T-99 as modified by NCDOT.

When granular material embedment is required, the Contractor shall backfill above the granular bedding as specified for Type I bedding to an elevation 1 foot above the top of the pipe bell.

Type I - Shaped Bottom Bedding:

Shaped bottom bedding shall be such that the pipe bears uniformly upon undisturbed native earth. Soil is then backfilled by hand around the pipe and completely under the pipe haunches in uniform layers not exceeding 6" in depth to an elevation 1 foot above the top of the pipe bell. Each layer shall be placed then carefully and uniformly tamped so that the pipe is not damaged nor the alignment disturbed.

Type II- Granular Material Embedment:

For Type II bedding, the trench bottom shall be undercut a minimum of 6" below the pipe barrel grade and filled with an approved stone to an elevation such that the pipe shall be completely and

uniformly bedded to a vertical height of one-third the outside diameter of the pipe for the pipe's entire length and the entire width of the ditch. Type II embedment shall be used as directed by the Engineer.

Type III - Granular Material Embedment:

For Type III bedding, the trench bottom shall be undercut a minimum of 6" below the pipe barrel grade and filled with an approved stone to an elevation such that the pipe shall be completely and uniformly bedded to vertical height of one-half the outside diameter of the pipe for the pipe's entire length and width of the ditch. Type III Granular material embedment shall be used as directed by the Engineer.

Depth of Pipe Installation:

Unless otherwise indicated on Plans, or required by existing utility location, all pipe shall be installed with the top of the pipe at least 3 feet below the edge of adjacent roadway pavement or 3 feet below the ground at the pipe, whichever is greatest. The Contractor is instructed to check the construction plans and blow-up views for additional requirements.

Unless otherwise shown on the plans, the maximum depth of cover shall be as follows:

Type I Bedding	10 feet
Type II Bedding	15 feet
Type III Bedding	20 feet

The Contractor may be required to vary the depth of pipe to achieve minimum clearance from existing utilities while maintaining the minimum cover specified whether or not the existing pipelines, conduits, cables, mains, etc. are shown on the Plans.

Sewer Line Clearance:

Whenever a sewer main crosses under other utility lines (gas, telephone conduit, storm drain, etc.) there shall be 2-foot clearance between the top of the sewer and the bottom of the affected utility. Stone bedding shall be used from 6" below the sewer to 12" above the sewer from 1 foot outside the utility trench. If this clearance is not possible, the sewer line shall be Ductile Iron Pipe from 1 foot outside the utility trench with a minimum length of 10 feet.

Concrete:

Portland Cement Concrete:

All concrete shall conform to the Standard Specifications for READY MIXED CONCRETE, ASTM C-94. An air-entraining admixture, conforming to ASTM C-260, shall be added to either Type I, Type II, or Type III Portland Cement. Fly Ash conforming to ASTM C-618 for Class C Fly Ash may be added to the concrete mix but shall not be considered as replacement for more than 10% of the cement therein (strengths shall not be less than hereinafter required).

Types I, IA, III and IIIA Portland Cement shall only be used for manhole inverts, concrete encasement, concrete blocking, and/or as directed by the Engineer, and shall conform to ASTM C-150.

Types II and IIA Portland Cement shall be used in precast manholes, cast in place manhole structures, reinforced concrete pipe, reinforced concrete piers and concrete or reinforced concrete rip-rap as directed by the Engineer, and shall conform to ASTM C-150 except that Tricalcium Aluminate ($3CaOAl_2O_3$) content shall not exceed 8%.

Aggregates:

All aggregates used for concreting shall conform to ASTM C-33 and shall be checked daily for any variances in moisture content. Said variances shall be corrected and/or taken into consideration for each batch.

Coarse Aggregates shall be uniformly and evenly graded for each application in accordance with A.C.I. Standard 318. Unless otherwise approved, aggregate shall be sound, crushed, angular granitic stone. Smooth or rounded stone (river rock) shall not be acceptable.

Fine Aggregates shall consist of natural sand, manufactured sand or a combination thereof. Fine aggregates shall conform to the sieve analysis as specified in paragraph 4.1 of the standard except that the percent passing a No. 50 sieve shall not exceed 5% and the percent passing a No. 100 sieve shall be 0% as provided for in paragraph 4.2 of the standard.

Mix Design:

Concrete shall be watertight, resistant to freeze-thaw cycles and moderate sulfate attack, abrasion resistant, workable, and/or finishable. These qualities may be met through the use of admixtures (if and only if approved in the mix design as hereinafter specified) conforming to the appropriate ASTM with the exception of the use of calcium chloride, which shall be limited to no more than 1% by cement weight - thoroughly mixed to insure uniform distribution within the mix. If the concrete is used with reinforcing steel, no calcium chloride shall be allowed.

The Contractor shall assume responsibility for concrete mixture. The concrete shall be proportioned to meet the following requirements: (Note: This mix does not apply "in total" to precast manhole or reinforced concrete pipe).

Compressive Strength	Minimum 3,600 PSI
Water-Cement Ratio by Weight	0.40-0.50 (as required by the application)
Slump	Min. 3" Max. 5"
Air Content (Entrained & Entrapped)	Min. 4% Max. 6%
Coarse Aggregate	0.75" - 1.5" (as required by the application)

When required by the Engineer, and prior to beginning construction, the Contractor, at his expense, shall obtain from an approved commercial testing laboratory a design for a suitable concrete mix and submit same with his list of materials and material suppliers for approval.

Curing Compound:

All concrete curing compounds shall conform to the standard specifications for LIQUID MEMBRANE - FORMING COMPOUNDS FOR CURING CONCRETE, ASTM C-309, Type 2.

Curing compounds shall be applied as forms are stripped.

Grouts:

All grouts shall be of a non-shrink nature (as may be achieved through additives or proportioning) and depending upon application range from plastic to flowable cement water paste. Testing as specified above for concrete maybe required for acceptance of grouts to include frequent checks for consistency by a time-of-flow measurement.

Acceptable range of testing requirements:

Compressive Strength	10,500 PSI to 12,500 PSI
Bond Strength	1,350 PSI to 1,700 PSI
% Expansion	+0.025% to +0.75%

Expansion grouts shall be used only as directed by the Engineer. Grouts shall be mixed (if applicable) and placed in accordance with the manufacturer's current recommendations, for each specific application.

Mortar:

Mortar used in sanitary sewer manholes shall be hydraulic cement mortar in accordance with ASTM C-398. Mortar used in water meter vaults and water valve vaults shall be Type M mortar in accordance with ASTM C-270.

Stone and Brick:

Granular Bedding Material:

All bedding material shall be angular, clean washed crushed stone graded in accordance with Size #67 in ASTM D-448 for "Standard Sizes of Coarse Aggregate" (NCDOT Standard size #67). Bedding material shall be used only as instructed in the Specifications and/or as specifically directed by the Engineer.

Brick:

All brick used to construct manhole inverts or adjust frames shall be made from clay or shale, shall be solid only and shall be of standard building size. All brick shall meet or exceed the compressive strength and water absorption properties specified in ASTM C-32 for Grade MS brick or in ASTM C-216 and ASTM C-62 for Grade SW brick.

Installing Valves and Fittings:

Valves and fittings shall be installed in the manner specified for installation and assembly of pipe. Valves and hydrants shall be installed at locations shown on the plans and/or as directed by the Engineer.

Valve Boxes:

A valve box conforming to the CLTWater Standard Details shall be installed for every gate valve. The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the operating nut, with the box cover flush with the surface of the pavement or other existing surface.

Where the box is not set in pavement, the top section shall be anchored by an 18" x 18" x 6" concrete pad, or an approved pre-cast concrete pad, set flush with the existing terrain. The top section shall be grouted into the pre-cast concrete pad. The location of valves shall be identified by the letter "V" imprinted into the curb adjacent to mainline or hydrant valve.

All butterfly valves shall be installed with operating nuts plumb and centered beneath a manhole frame and cover, valve box top section, and riser pipe as shown in the CLTWater Standard Details. Extension stems as shown on the standard detail are required on valves where the operating nut is more than 4' below the top of the frame and cover.

Valve Blocking:

All end of line valves 12" and smaller installed on PVC or DIP water mains and all 12" valves installed along PVC water mains shall be securely wedge blocked with concrete bearing against, and cut into the excavated sides of the trench. Care shall be taken in forming and pouring the "wedge" blocking so the fitting joints are accessible for repair and/or valve extraction.

Blocking Fittings:

All plugs, caps, tees, and bends deflecting 11-1/4 degree or more on pressure mains 6" in diameter or larger shall be provided with thrust blocking, placed as shown on the Plans and/or directed by the Engineer, and consisting of ready mix concrete having compressive strength of not less than 3,600 PSI at 28 days.

Bagged mix concrete may be used for blocking, anchorage, concrete valve pads, etc. on water mains and valves 12" or smaller, when less than 1/2 cubic yard is required.

Blocking shall be placed between solid ground and the fittings to be anchored. The area of bearing on the pipe and on the ground in each instance shall be that shown or directed by the Engineer. The blocking shall be so placed that the pipe and fittings are accessible for repair.

Restrained joints shall be installed where shown on the plans, standard details or when approved by the Engineer, and may be installed in lieu of blocking. Installation shall be per manufacturer's recommendations, as shown on the plans, special provisions, and/or as directed by the Engineer. Restrained joints are not allowed on PVC pipe.

Utility Relocations:

Water:

Install existing water meters and meter boxes that are to be relocated adjacent to the right of way, as shown on the utility plans, or as directed.

Relocation of water meters consists of the removal and installation at the appropriate location of the water meter, meter yoke, meter valve, and meter box. This work also includes all pipe, corporation stops, and tapping saddles necessary for this relocation. Perform all work in accordance with the applicable plumbing codes, as shown on the plans, and as directed. Place relocated meter boxes with the top of the meter box flush with finish grade of the project. All pipe, fittings, tapping saddles, corporation stops, meter yokes, meter valves, meter boxes, and appurtenances associated with the relocation of water meters will be considered incidental.

Locate and install fire hydrants as shown on the utility plans.

Relocate all existing fire hydrants in the road construction area, and others that will be a hazard to the motorist, adjacent to the right of way, as shown on the plans, and/or as directed. Separate existing fire hydrants to be relocated at the hydrant base from the existing pipe and place in the new location. Where necessary, remove the hydrant shoe and replace with the appropriate type to connect the relocated hydrant to the new pipe. Furnish, install, or remove hydrant extension pieces to provide the proper bury of the pipe and hydrant. Provide all necessary pipe, valves, and fittings necessary for this relocation. Handle pipe and appurtenances in such a manner as to ensure delivery to the site and installation in a sound, undamaged condition. Store plastic pipe out of direct sunlight until placement. All plastic pipes showing discoloration, or deterioration will be rejected for use and replaced with suitable pipe, at no additional cost. Carefully examine all pipe, fittings, and appurtenances for defects before placing, rejecting any found defective. If, at any time before completion of the contract, any broken pipe or any defects are found in the lines or in any of their fittings or appurtenances, replace them. All pipe, fittings, valves, extension pieces, and appurtenances associated with the relocation of fire hydrants will be considered incidental.

On tie-in sections, the Contractor may be required to anchor pipe bends, tees, etc. with precast concrete blocking, timbers, rodding, or other approved method to allow the water line to be placed back into service as soon as possible. Make final connections to existing mains where indicated on the drawings, as required to fit the actual conditions, or as directed. Order materials, install the new line, provide thrust restraint, and perform sterilization and pressure tests on the new line prior to installation and tie-in of the new line into service to the satisfaction of the

Engineer. Notify owners in advance of any interruptions of water service with ample time to make arrangements. Limit interruption of water service on main lines to a maximum of 8 hours unless otherwise approved.

Sewer:

Make final connections of the proposed sewer work to the existing system where indicated on the drawings, as required to fit the actual conditions, or as directed. Notify the owner at least 24 hours in advance of all arrangements for temporary service and for agreement with the owner as to the time that service may be interrupted.

Do everything necessary, including temporary pumping, in order to keep all existing sewers active for either the duration of this contract or until the Engineer authorizes connections.

All pipe, fittings, saddles, and appurtenances associated with the connection of service lines to the sewer main shall be considered incidental.

Connection to Existing Sewers:

Tie-ins to existing activated sewer lines will be allowed when proper precautions are taken to protect the existing sewer main. Tie-ins to existing unactivated sewer lines not installed under the same contract will not be allowed without written approval from all parties involved (CLTWater, contractors, contract holders, etc.). The Contractor shall install watertight masonry plugs in the proposed pipeline at the existing manhole and at the first proposed manhole until all construction is complete and testing begun. If the proposed sewer does not begin at an existing manhole, a straddle type manhole as shown on the CLTWater Standard Details shall be constructed over (and around) the undisturbed existing pipeline and the proposed pipeline plugged as specified. The existing pipeline shall not be broken-out and the new invert formed until all testing has been successfully completed. Any connection with 18-inch and smaller pipe at an existing precast or cast-in-place manhole shall require the Contractor to core the necessary opening through the manhole wall. Connections to existing manholes with 21-inch and larger pipe may be cored or sawed as approved by the Engineer.

Temporary Watertight Plugs:

The contractor shall install temporary watertight plugs in the proposed sewer line at any manhole that is incomplete, at the open end of the pipeline prior to leaving the job site daily and elsewhere as dictated by good engineering and construction practices. All installed pipe shall be backfilled or otherwise securely tied down to prevent flotation in the event water enters or rises in the trench.

The plugs as installed shall prevent infiltration or the introduction of any foreign material into either the existing or proposed systems.

CLTWater will not accept any pipeline or manhole, which contains any silt, sedimentation or other foreign material, within. The Contractor shall at his own expense flush or otherwise cause the line (and manholes) to be cleaned out without any discharge into the existing sewer system.

Upon completion of all construction, the Contractor shall be responsible for the complete removal of all watertight plugs, in the sequence necessary to allow testing and subsequent activation, all under the direction of the Engineer.

Scheduling:

When the flow of an existing sewer must be interrupted and/or bypassed, the Contractor shall, before beginning any construction, submit a work schedule which will minimize the interruption and/or bypassing of wastewater flow during construction. This schedule must be approved by the appropriate controlling agencies and Engineer and may require night, holiday, and/or weekend work.

Bypass Pumping:

If pumping is required, an identical standby pump shall be on site in the event of failure of the primary pump. If, at any time during construction, effluent from the existing sewer is not fully contained by the bypass system, gravity service shall be restored by a temporary tie to the new construction and work shall be suspended until the problem is resolved to the satisfaction of the Engineer. The Contractor shall be responsible for any fines levied as a result of effluent reaching the creek. *The Contractor shall verify his method of handling sewer flows during construction by pumping at peak flows for 1 hour as approved by the Engineer.*

Sewer Manhole Construction:

All manholes outside street rights-of-way or landscaped areas shall be constructed to a height of 2 feet above the adjacent ground unless otherwise indicated on the Plans or by the Special Provisions.

Manholes within street rights-of-way or landscaped areas shall have finished rim elevations flush with the pavement or adjacent finished grade. After final inspection is complete and all deficiencies have been corrected, the Contractor shall seal all manholes (rings to covers) with penetration type asphaltic cement No. AC-20.

All sewer manholes shall be constructed of precast concrete sections only in conformance with the following specifications and CLTWater Standard Details. Special cast in place manhole structures shall be as shown on the plans and shall comply with the various other applicable sections in these specifications.

Manholes shall be furnished with the following clear inside diameters according to the sewer main diameter unless amended by the Plans or Special Provisions:

8" to 18" pipe	4' Manhole (precast)
21" to 36" pipe	5' Manhole (precast)
39" to 54" pipe	6' Manhole (precast)
54" and larger	8' Manhole (precast)

The manhole diameter for a given pipe size may be increased from that shown above for applications where the angle between the influent and effluent pipes installation of the pipe connections in the standard size manhole. Manholes shall be furnished with precast bottom slabs and flexible watertight boots for 15-inch and smaller pipe. The boots shall be cast in as integral parts of the base or installed in cored openings with stainless steel compression bands, and shall conform to ASTM C-923. Manholes for 18-inch and larger pipe may be furnished with precast bottom slabs and flexible boots, flexible seals, or concrete collars. Flexible connectors shall conform to ASTM C-923. The concrete collars shall be according to the applicable Standard Detail. Manholes to be placed over existing pipelines shall be furnished with "doghouse" openings cast in the bottom section allowing it to be set over the existing pipe. A concrete base and invert shall be poured around the bottom section and the pipe according to the applicable Standard Detail.

Catalog cuts and/or shop drawings, which show dimensions, openings for pipe, reinforcing steel dimensions and layout and other essential details shall be submitted for approval.

Precast Reinforced Concrete Manhole Sections:

All precast reinforced concrete manholes shall conform to CLT Water Standard Details and to ASTM C-478.

The following minimum standards shall also apply:

Wall thickness shall be 1/12th of the inside diameter with a minimum thickness of 5".

Base sections shall be cast monolithically or have a water stop cast in the cold joint between the walls and the base slab.

Cone sections shall normally be eccentric with the inside face of one side vertical and flush with the inside face of the barrel section. Eccentric cones with bolt down frame and cover shall have a minimum vertical height, as measured from the top of the cone to the bottom of the bell, of 32". Eccentric cones without bolt down frame and cover to be installed flush to finish grade may have a minimum vertical height of 24". Concentric cones with a vertical height of 20" may be used on manholes less than 5 feet deep (4-foot diameter manhole only). Transition cone sections may be provided for an eccentric transition from a 60" riser to a 48" cone section to be placed directly beneath the 48" cone.

Transition slabs may be placed a minimum of 5 feet above the invert shelf for 6 feet and larger diameter manholes where the slab will be buried. Flat top slabs may be used for 6 feet and larger diameter manholes, unless the manhole is located within pavement or maintained lawns.

Joints between sections shall be manufactured in accordance with ASTM C-443. Joints may be sealed with rubber gaskets in accordance with ASTM C-443 or with butyl rubber sealant conforming to Federal Specification SS-S-210A and AASHTO M-198, Type B.

All markings required by ASTM C-478 shall be clearly stamped on the inside of each section.

Aggregate shall be sound, crushed, angular granitic stone only, substantially in accordance with ASTM C-33, except that the requirement for gradation in that standard shall not apply. Smooth or rounded stone (river rock) shall not be acceptable.

The cement shall be Type II with a maximum tricalcium aluminate ($3CaOAl_2O_3$) content not to exceed 8%.

In lieu of Type II cement and granitic aggregate, precast manhole sections may be furnished of Type III cement with calcareous (limestone) aggregate. The manufacturer shall submit lab tests certifying the amount of Alkalinity (minimum 78 %) present in the complete mix.

Manhole riser sections, transition slabs, flat top slabs, and cone sections shall be designed for H-20 loading.

The manufacturer shall furnish the Engineer with test results on compression and absorption for one section in every twenty-five sections poured, and certification from cement manufacturer and aggregate supplier certifying chemical content. The Engineer reserves the right to pick random sections for the required testing.

Outside Drops:

When design considerations dictate a large elevation change across a manhole, an outside drop shall be constructed in accordance with the CLTWater Standard Details. Depending on the particular fittings used, elevation differences of 2.0 to 2.5 feet are required to accommodate an outside drop. When there is not sufficient elevation difference to permit construction of an outside drop, the grade of the influent pipe shall be lowered such that the vertical separation of the influent and effluent pipes is 0.2 feet, as measured at the center of the manhole when the grades of both pipes are projected to that point. Outside drops shall not enter the cone section of precast manholes.

Installation Of Frames And Covers:

Frames and covers shall be furnished and installed in accordance with the CLTWater Standard Details.

The frame shall be installed on the manhole with anchor bolts on all manholes that are not flush with the ground. 8" tall or 4" tall frames may be used for manholes with bolt down frames. These frames shall have 4 holes in the support flange to permit installation on the cone with anchor bolts. Holes shall be equally spaced in the flange. Complete anchor bolt assemblies shall be zinc plated steel and shall consist of a drive in type anchor sleeve, a threaded stud and two nuts. Anchors shall be installed in field drilled holes in the cone. Minimum diameter of the threaded stud shall be 1/2 inch. The Contractor shall seal the frame to the manhole by installing a length of butyl rubber joint sealant to form a gasket between frame and manhole. The butyl rubber joint sealant shall have a one inch cross section, and shall make two full circles when placed on the cone section, and shall be compressed by the frame with the anchor bolts. Cement mortar grouting of the frame shall be required. Brick may not be used to adjust rim elevations of above grade manholes.

Manholes that are installed flush with pavement or grade shall have frames attached to the manhole with a bed of cement mortar grout. 8" tall frames are required for all manholes that are flush with pavement or finished grade unless otherwise approved. Standard size brick or reinforced concrete grade rings may be used to adjust the finished rim elevation of such manholes. This adjustment may not exceed 21" in height.

Steps:

Manhole steps shall be furnished in accordance with CLT Water Standard Details, ASTM C-478, and current OSHA regulations. In addition to the testing requirements of ASTM C-478 each step installed in pre-cast manholes shall be tested to resist a 1000 lb. pullout. The manhole manufacturer shall furnish certification of each test with each shipment showing manhole location, date of test, and results.

Manhole Step Testing:

The Contractor shall furnish a hydraulic driven system consisting of cylinder, connecting hose and above ground pump with gauge to test manhole steps to exceed 1000 lbs. of resistance of pullout. All field installed steps shall be tested in lieu of field testing steps installed at the plant, certified shop reports by the manufacturer showing that each step passed the required 1000 lb. pullout shall be accepted. The certificates shall be furnished to the Inspector prior to field installation.

Unless the Contractor can furnish the manufacturer's certification on step tests, the Contractor shall test 10% of the plant installed steps. An additional 10% shall be tested for each failure.

Testing and Inspection for Water Lines:

Required testing of pipelines and valves shall be done under the direct supervision of the Project Inspector. Field testing shall not negate the requirements for material certifications as contained in the material specification section of this contract. Unless otherwise directed by the Engineer, all testing and disinfecting shall be completed prior to connection to any existing line. The Contractor shall provide open ventilation of confined spaces. The Contractor shall be responsible for providing all equipment and personnel necessary to comply with OSHA confined spaces regulations.

Hydrostatic and Leakage Tests:

All sections of water mains greater than 100 linear feet shall be tested and disinfected in accordance with the Standard Specifications. All relocated services must be tested prior to re-connection and transfer of service.

The Contractor shall furnish equipment, labor, and new materials including caps, plugs, sleeves, jumpers, valves, check valves, and corporation stops required to make temporary connections to water mains for testing and disinfection. All materials, such as sleeves and corporation stops that are to remain as permanent fixtures, will be new materials. The Contractor shall, if required by the Engineer, complete the testing and disinfection required by these specifications prior to connection to existing mains.

Sections of water mains less than 100 linear feet shall be tested and disinfected in a manner approved by the Engineer. Where formal disinfection and leakage tests are not required, extreme cleanliness shall be required. Leakage tests shall be limited to that which can be observed. No visible evidence of leakage will be allowed. All pipe, caps, plugs, etc., shall be disinfected and flushed thoroughly prior to installation. Open ends of pipe shall be sealed or protected in a manner approved by the Engineer to protect the existing system during this work.

On completion of the line or sections of the lines, connections and appurtenances, the line shall be filled and hydrostatically tested. The water for this purpose can be taken from existing lines under the supervision of the Inspector and leakage will be measured by the Inspector with a meter furnished by CLTWater. All leaks and any defective material shall be repaired or replaced to the satisfaction of the Engineer and the tests repeated until the requirements of this specification are met. Any special equipment, pumps, etc. required to make the test shall be furnished and operated by the contractor as directed by the Inspector.

The Contractor shall use great care to be sure that all air is expelled from each section under test. If fire hydrants or other openings are not available for the purpose of expelling air, the Contractor shall provide air releases of sufficient size (as determined by the Engineer) in accordance with CLTWater Standard Drawings, at his expense.

Specific procedures for testing mains are as follows:

Test pressure shall be 200 PSI at the low point of the section under test. When testing against butterfly valves, the differential pressure at the valve must not exceed 150 PSI for valves rated at 150 PSI. If the test cannot be made with differential pressure of 150 PSI, 250 PSI valves will be specified. Differential pressures across gate valves may be up to 200 PSI.

Allowable leakage for 16" nominal diameter pipe shall be 1.7 gal/hour per Table 6, A WWA C-600.

Pressure and leakage tests shall be run concurrently and for a duration of four hours except as modified below.

The Contractor shall pressurize the line and verify that it is within allowable leakage before the official test is started.

The Inspector will begin the test and remain at the job for the first hour, making sure that the test pressure is maintained within ± 5 PSI. The Contractor is to maintain the pressure within ± 5 PSI for the duration of the test period. At the end of the first hour, with the line pumped to full test pressure, he will read the meter and record the first hour leakage. If the first hour leakage is within allowable, he will return at the end of the fourth hour and again read the meter. If the total leakage for the four hour period does not exceed four times the first hour leakage, the test will be terminated. If the total leakage exceeds four times the first hour leakage, but is still within allowable, the test will be held an additional hour. If the fifth hour leakage does not exceed the average hourly leakage for the first four hours, the test will be terminated at the end of the fifth hour. Otherwise, the test will be held until the leakage is non-increasing and within allowable for two consecutive hours.

If leakage exceeds allowable for the four hour test, the test shall be terminated and re-scheduled after the Contractor has verified that actual leakage is within the allowable leakage, but no earlier than the next work day. If the first hour leakage does not exceed 10% of the allowable, or if the allowable leakage rate does not exceed 0.4 gal/hour, the test may be terminated at the end of two hours provided the second hour leakage does not exceed the first hour leakage. If the second hour leakage exceeds the first hour leakage, the test shall be held for an additional period as described in the paragraph above.

The maximum length of pipe tested in one test shall be 5,000' or as close to 5,000' as possible depending on valve spacing.

During the last stages of the test and without any reduction in pressure, first the hydrant guard valves shall be closed, then progressing in an orderly manner from the end opposite the test pump, each main line valve shall be closed and pressure released to determine if it is holding pressure (minimum 10 minutes per valve closing).

Testing and Internal Inspection for Sewer Lines:

The Contractor shall provide proper ventilation of sewer lines and manholes during any test or inspection procedure. The Contractor shall be responsible for providing all equipment and personnel necessary to comply with OSHA confined spaces regulations.

Gravity Sewer Pipe Leakage Testing:

No sooner than 10 days following completion of backfill, the Contractor along with the project inspector shall be required to determine the level of the ground water table. If the level of ground water table is above the top of the pipe, the sewer line shall be tested for infiltration. If there is no ground water above the top of the pipe the sewer line shall be low pressure air tested.

Each test shall be performed as follows:

Infiltration:

Weirs are to be furnished by CLTWater and installed by the Contractor. The infiltration shall not exceed 100 gallons per day per inch diameter per mile as measured for a reach of pipe the same diameter up to one mile long. However, when excessive infiltration can be isolated to a particular section (manhole-manhole) the limit shall be applied to that section. There shall be no visible points of infiltration. Any section (manhole-manhole) must be isolated and tested separately if so directed by the Engineer. CLTWater reserves the right to TV any sewer line to detect sources of infiltration.

Low Pressure Air Test:

Tests shall be performed in accordance with ASTM C-828 and C-924 on sewer lines 42-inches in diameter and smaller. Test pressure will be measured by gauges furnished by CLTWater and installed by the Contractor above ground at the manhole opposite the air supply. The Contractor shall furnish all other test equipment required including connecting hoses at the CLTWater supplied gauge.

Sewer lines larger than 42-inches in diameter shall be tested for infiltration as specified above and each joint shall be visually inspected by a CLTWater representative.

Manhole Leakage Testing:

Manholes shall be tested by plugging the inlet and outlet pipes with airtight plugs and using one of the following procedures:

Exfiltration:

Fill the manhole to the rim with water and allow the level to equalize due to saturation. Refill the manhole and mark the level to begin the test. The test shall last at least 2 hours and allowable leakage shall be 3 gallons per hour. The Engineer will select 25% of the manholes on the project to be tested. If any manhole fails, an additional manhole shall be tested. Manholes that fail the test shall be repaired as specified and retested until they pass.

Vacuum Air:

Manhole vacuum air testing shall be performed in accordance with ASTM C-1 244. The Engineer will select 25% of the manholes on the project to be tested. Manholes that fail the test shall be repaired as specified and retested until they pass. Manholes that show leaks and are repaired prior to testing shall be tested as specified.

Sanitary Sewer Repairs:

All leaks shall be repaired by identifying and exposing the defective section of pipe and completing repairs as follows:

PVC, VC or Ductile Iron Pipe:

Defective or damaged pipe including leaking joints shall be removed and replaced with sound new pipe. The pipe shall be re-connected with approved couplings.

Manholes:

Any damage to the interior wall of the manhole resulting from penetration of the lift holes shall be repaired with non-shrink cement grout.

Leaks through manhole joints or walls or around pipe collars, may be repaired from inside the manhole with non-shrink cement grout. If the size of the leak, or the external water pressure, prevents such repairs, the manhole shall be excavated and repaired from outside.

Leaks around boots or gaskets used to join pipe to manholes shall be repaired by external concrete collars or as approved by the Engineer.

Adjust or Abandon, Removal and Disposal of Utilities:

Adjust or abandon, removal and disposal of utility facilities. Provide all material, labor, equipment, pumping flowable fill or placing grout, removal and disposal of pipe, removal and disposal of pipe openings, removal and disposal of manhole, rebuilding new manhole, pargeting, steps, excavation, backfill, and incidentals necessary to complete the proposed utility work unless indicated otherwise in the proposal.

Pipe:

Removal and disposal of abandoned pipe, designated on the plans or by the Engineer, by the Contractor. Excavate, remove, and dispose of properly any abandoned pipe to be removed. Backfill the resulting trench and properly compact using local excavated material or select backfill as required. Remove all abandoned utility pipe located in the roadway to the satisfaction of the Engineer.

Remove all abandoned utility pipe exposed by grading operations to a minimum depth of twelve inches below subgrade elevation of the proposed roadbed or completed grading template. Remove and dispose of all abandoned utility pipes.

The abandonment and removal of existing water vaults, services, valves, and appurtenances located on abandoned portions of existing water lines shall be considered incidental to the abandonment of the existing water lines.

Manholes:

For all utility manholes in the construction area that are to be removed, remove the frame and cover, manhole taper, wall, and base on all manholes that are required to be removed. Maintain ownership and properly dispose of the frame and cover. Remove the frame, cover, the manhole taper, and necessary manhole wall on manholes, which require rebuilding. Include in reconstruction of the manhole, the rebuilding of the manhole wall, manhole taper, steps, and replacing the frame and cover.

Bring all adjusted utility manhole covers to an elevation slightly higher than the surrounding terrain so that surface water shall not enter the manhole after the adjustment.

Construct manholes located in paved areas flush with the surrounding pavement.

III. COMPENSATION

No direct payment will be made for utility construction work required by the preceding provisions, which are general requirements applying to utility construction, and all of the requirements stated will be considered incidental work, paid for at the contract unit prices of the various utility items included in the contract. Measurement and payments for items shall be in accordance with the **NC Department of Transportation's "Standard Specifications for Roads and Structures" dated January 2012**, unless otherwise specified herein.

IV. SPECIAL PAY ITEM DESCRIPTIONS

All materials, apparatus, supplies, methods of manufacture, or construction shall conform to the specifications for same contained in this section.

SP-1 GASOLINE RESISTANT GASKETS

This item includes furnishing all new materials, equipment, and labor required to substitute Nitrile (NBR) Rubber (Acrylonitrile Butadiene) gaskets for use with ductile iron pipe, as specified, as shown on the plans, and as directed by the Engineer.

The quantity of gasoline resistant gaskets installed in accordance with the plans and utility provisions herein and accepted, will be measured and paid for at the contract unit price per each for "___" Gasoline Resistant Gasket". Such price and payments will be full compensation for all materials and labor necessary to complete the work as required.

Payment will be made under

Pay Item	Pay Unit
___" Gasoline Resistant Gasket.....	Each

SP-2 TAP REPAIR

This special provision applies to sanitary gravity sewer taps 6" diameter and smaller located on existing sanitary sewer mains 12" diameter and smaller.

All tap repairs shall be constructed in accordance with CLTWater Standard Details.

All water and sanitary sewer materials and construction shall be in accordance with latest standards and specifications of Charlotte Water (CLTWater).

The contractor shall notify Bill Deal (704-391-5150) with the engineering division of Charlotte Water by phone a minimum of 48 hours prior to beginning any construction on the project.

All CLTWater water distribution and sanitary sewer collection systems, including services, shall be maintained at all times. Contractor shall submit to Engineer, for review and approval, all details pertaining to sewage bypass pumping operations.

The quantity of tap repairs completed in accordance with the plans and utility provisions herein and accepted, will be measured and paid for at the contract unit price per each for "8" Sanitary

Gravity Sewer – Tap Repair". Such price and payments will be full compensation for all materials including pipe, fittings, equipment, excavation, labor, removal of existing tap, repair of the tap, reconnecting the sewer service, backfilling, off-site disposal of removed materials, and incidentals necessary to complete the work as required.

Payment will be made under

Pay Item	Pay Unit
8” Sanitary Gravity Sewer – Tap Repair	Each

SP-3 PIPE POINT REPAIR

This special provision applies to sanitary gravity sewer pipe point repairs located on existing sanitary sewer mains 12” diameter and smaller.

All pipe point repairs shall be constructed in accordance with CLTWater Standard details.

All water and sanitary sewer materials and construction shall be in accordance with latest standards and specifications of Charlotte Water (CLTWater).

Transition coupling, 8" VCP to 8" PVC SDR 26, natural synthetic rubber. Molded one-piece design with stainless steel worm drive clamps and stainless steel shear ring. Approved coupling manufacturers: Mission Rubber Company, Fernco, or approved equal.

The contractor shall notify Bill Deal (704-391-5150) with the engineering division of Charlotte Water by phone a minimum of 48 hours prior to beginning any construction on the project.

All CLTWater water distribution and sanitary sewer collection systems, including services, shall be maintained at all times. Contractor shall submit to Engineer, for review and approval, all details pertaining to sewage bypass pumping operations.

The quantity of pipe point repairs completed in accordance with the plans and utility provisions herein and accepted, will be measured and paid for at the contract unit price per each for "8” Sanitary Gravity Sewer – Pipe Point Repair". Such price and payments will be full compensation for all materials including pipe, fittings, equipment, excavation, labor, removal of existing pipe, repair of the pipe, reconnecting the sewer pipe, backfilling, off-site disposal of removed materials, and incidentals necessary to complete the work as required.

Payment will be made under

Pay Item	Pay Unit
8” Sanitary Gravity Sewer – Pipe Point Repair.....	Each

SP-4 REMOVE & REPLACE MANHOLE RING & COVER

This special provision applies to existing sanitary sewer manhole rings & covers 24” diameter and smaller.

All remove & replace manhole ring & cover shall be constructed in accordance with CLTWater

Standard details.

All water and sanitary sewer materials and construction shall be in accordance with latest standards and specifications of Charlotte Water (CLTWater).

The quantity of remove and replace manhole ring and cover completed in accordance with the plans and utility provisions herein and accepted, will be measured and paid for at the contract unit price per each for "Remove & Replace Manhole Ring & Cover". Such price and payments will be full compensation for all materials including ring, cover, fittings, equipment, excavation, labor, removal of existing ring and cover, replacing manhole ring and cover, backfilling, off-site disposal of removed materials, and incidentals necessary to complete the work as required.

Payment will be made under

Pay Item	Pay Unit
Remove & Replace Manhole Ring & Cover	Each

SP-5 REMOVE UTILITY PIPE

This special provision applies to existing water lines and sanitary gravity sewer pipes, 12” diameter and smaller.

DESCRIPTION

Remove and dispose of all existing CLTWater water and sanitary sewer pipe, including pipe restraints, concrete blocking, fittings, valves, services, where the removal of the existing pipes are required by the plans or as directed. Unless otherwise indicated in the plans, this work excludes the removal and disposal of all other existing public or private pipes or subsurface and shoulder drain pipe.

The Contractor does not have the option of leaving pipes in place and filling with flowable fill.

MATERIALS

Refer to Division 10.

Item	Section
Chemical Admixtures	1024-3
Fine Aggregate	1014-1
Fly Ash	1024-5
Portland Cement	1024-1
Type IP Blended Cement	1024-1
Type IS Blended Cement	1024-1
Water	1024-4

For fine aggregate, bottom ash may be used with permission of the Engineer.

For chemical admixtures, high-air generators or foaming agents may be used instead of conventional concrete air-entraining agents with the permission of the Engineer.

For fly ash, certain requirements of this article and ASTM C618 may be waived with the permission of the Engineer.

340-3 CONSTRUCTION METHODS

Remove existing pipe when so designated in the plans or as directed. When an existing pipe is encountered that is not shown in the plans, do not remove until the Engineer is notified of its presence and has directed its removal.

Remove pipe in sections so traffic is maintained. Remove existing pipe so nearby facilities will not be damaged.

Backfill the area disturbed by the removal of an existing pipe in accordance with the Standard Specifications applicable to the adjacent construction.

Removed pipe and other material is the property of the Contractor unless otherwise indicated by the contract.

MEASUREMENT AND PAYMENT

Pipe Removal will be measured and paid as the actual number of linear feet of pipe, measured to the nearest 0.1 ft. that has been removed in accordance with this section. No measurement or payment will be made for pipe removal when removal is caused by trenching or excavation by other pay items.

Any additional backfill material that is necessary will be paid at the contract unit price for Unclassified Excavation in accordance with Article 225-7 or at the contract unit price for Borrow Excavation in accordance with Article 230-5, depending on the source of the material.

The quantity of pipe removal completed in accordance with the plans and utility provisions herein and accepted, will be measured and paid for at the contract unit price per each for "Remove 6" Utility Pipe", "Remove 8" Utility Pipe" and "Remove 12" Utility Pipe". Such price and payments will be full compensation for all materials including equipment, excavation, labor, removal of all associated debris, backfilling, and incidentals necessary to complete the work as required.

Payment includes but is not limited to removing pipe, hauling pipe and all excavating and backfilling that may be necessary.

Payment will be made under

Pay Item	Pay Unit
Remove --" Utility Pipe	Linear Foot

SP-6 REMOVE SANITARY SEWER MANHOLE

This special provision applies to existing sanitary sewer manholes 48" diameter and smaller.

DESCRIPTION

Remove and dispose of all existing CLTWater water and sanitary sewer manhole sections including cone, riser, base, including where the removal of the existing manholes are required by the plans or as directed. Unless otherwise indicated in the plans, this work excludes the removal and disposal of all other existing public or private manholes or subsurface and shoulder drainpipe.

The Contractor does not have the option of leaving manholes in place.

MATERIALS

Refer to Division 10.

Item	Section
Chemical Admixtures	1024-3
Fine Aggregate	1014-1
Fly Ash	1024-5
Portland Cement	1024-1
Type IP Blended Cement	1024-1
Type IS Blended Cement	1024-1
Water	1024-4

For fine aggregate, bottom ash may be used with permission of the Engineer.

For chemical admixtures, high-air generators or foaming agents may be used instead of conventional concrete air-entraining agents with the permission of the Engineer.

For fly ash, certain requirements of this article and ASTM C618 may be waived with the permission of the Engineer.

340-3 CONSTRUCTION METHODS

Remove existing manhole when so designated in the plans or as directed. When an existing manhole is encountered that is not shown in the plans, do not remove until the Engineer is notified of its presence and has directed its removal.

Remove manhole in sections so traffic is maintained. Remove existing manhole so nearby facilities will not be damaged.

Backfill the area disturbed by the removal of an existing manhole in accordance with the Standard Specifications applicable to the adjacent construction.

Removed manhole and other material is the property of the Contractor unless otherwise indicated by the contract.

MEASUREMENT AND PAYMENT

Manhole Removal will be measured and paid for at the contract unit price per each, in accordance with this section. No measurement or payment will be made for manhole removal when removal is caused by trenching or excavation by other pay items.

Any additional backfill material that is necessary will be paid at the contract unit price for Unclassified Excavation in accordance with Article 225-7 or at the contract unit price for Borrow Excavation in accordance with Article 230-5, depending on the source of the material.

The quantity of remove utility manholes completed in accordance with the plans and utility provisions herein and accepted, will be measured and paid for at the contract unit price per each for "Remove Sanitary Sewer Manhole". Such price and payments will be full compensation for all materials including equipment, excavation, labor, removal of manhole and ring cover, removal of all associated debris, backfilling, and incidentals necessary to complete the work as required.

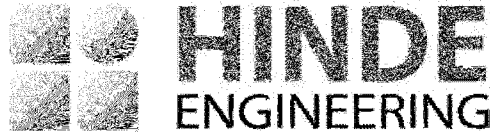
Payment includes but is not limited to removing manhole, hauling manhole and all excavating and backfilling that may be necessary.

Payment will be made under

Pay Item	Pay Unit
Remove Sanitary Sewer Manhole	Each

PROJECT SPECIAL PROVISIONS

Utilities by Others



Hinde Engineering, Inc.
7520 East Independence Blvd., Suite 230 Charlotte, North Carolina 28227
Phone: 704-814-4007 Fax: 704-814-9042 www.hindeengineering.com

General:

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

- A) Duke Energy – Power (Distribution)
- B) Time Warner Cable - Communications
- C) AT&T (Local) - Communications
- D) Piedmont Natural Gas – Gas (Distribution)

The conflicting facilities of these concerns will be adjusted prior to the date of availability, unless otherwise noted and are therefore listed in these special provisions for the benefit of the Contractor. All utility work listed herein will be done by the utility owners. All utilities are shown on the plans from the best available information.

The Contractor's attention is directed to Article 105.8 of the Standard Specifications.

Utilities Requiring Adjustment:

Utility relocations are shown on the Utilities by Others Plans.

A) Duke Energy – Power (Distribution)

- 1) Overhead primary (3Ph) line along the E side of Sugar Creek Road
- 2) Overhead primary (3Ph) tap that feeds west down N. Davidson Road from Sugar Creek Road
- 3) Overhead primary (3Ph) tap that feeds west down Greensboro Street
- 4) Streetlights on wood poles with aerial feeds along Sugar Creek Road and N. Davidson Street
- 5) Contact person for Duke Energy is Don Lefler at
704-582-8043(O) 336-341-6370 (C) Don.Lefler@duke-energy.com

B) Time Warner Cable - Communications

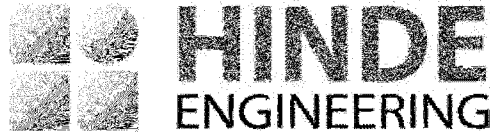
- 1) Aerial (joint use with Duke) and underground facilities along N. Davidson Street (Y3)
- 2) Contact person for Time Warner Cable is Gregg Brown at
704-378-2545 (O) 980-722-7631 (C) gregg.brown@twcable.com

C) AT&T (Local) – Communications

- 1) Sugar Creek Road: Aerial facilities joint use on Duke pole line and Underground facilities for services and taps
- 2) N. Davidson Street: Aerial facilities joint use on Duke pole line and Underground facilities for services and taps
- 3) Contact person for AT&T (Local) is Roger Ramsey at
704-424-1443 (O) Grr2136@att.com

PROJECT SPECIAL PROVISIONS

Utilities by Others



Hinde Engineering, Inc.
7520 East Independence Blvd., Suite 230 Charlotte, North Carolina 28227
Phone: 704-814-4107 Fax: 704-814-9042 www.hindeengineering.com

D) Piedmont Natural Gas – Gas (Distribution)

- 1) 8” steel gas main under Sugar Creek Road (L) the entire length of the project with the following taps
 - 1.25” steel gas main feeding east down Dinglewood Ave.
 - 2” steel gas main feeding west down Northmore Street (Y1)
 - 2” steel gas main feeding west down N. Davidson Street (Y3)
 - 1.25 steel gas main feeding east down Bearwood Ave. (Y4)
 - 4” steel gas main feeding east down Raleigh Street (Y5)
 - 8” gas main feeding west down Raleigh Street (Y5)
 - 2” steel gas main feeding west down Greensboro Street (Y8)
- 2) 1.25 plastic line that feeds from the east along Redwood Ave. (Y2) and stops just short of Sugar Creek Road at (Y2) Sta 11+00.
- 3) 12” steel gas main under Craighead Street that crosses through the intersection of Craighead Street and N. Davidson Street at approximately (Y3) Sta 13+75. The following lines feed from this 12” gas main.
 - 2” steel gas main feeding east down N. Davidson Street (Y3)
 - 2” steel gas main feeding south down Anderson Street from N. Davidson Street
 - 2” plastic line feeding west down N. Davidson Street along the south side to end of the project that primarily serves the condos
- 4) Contact person for Piedmont Natural Gas is Bryan Lemons at
704-587-6868 (O) 704-634-4712 (C) paul.lemons@piedmontng.com

E) Charlotte Mecklenburg Utilities

- 1) CLT Water to install 10” DIP sanitary sewer and 8” DIP water line across NCRR R/W as part of the LYNX BLE, segment “A” project (i.e. By Others). This includes manholes #S1-16, #S1-17, associated 10” sanitary sewer between manholes #S1-16, #S1-17 and 8” waterline between - L - STA. 21+00 to STA. 23+75 as noted on UC plan sheet UC-5.
- 2) Contact person for Charlotte Mecklenburg Utilities is William (Bill) Deal at
704-391-5150 (O)

**Project Special Provisions
Erosion Control**

STABILIZATION REQUIREMENTS:

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

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

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

SEEDING AND MULCHING:

(West)

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

Shoulder and Median Areas

August 1 - June 1

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

May 1 - September 1

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

Areas Beyond the Mowing Pattern, Waste and Borrow Areas:

August 1 - June 1

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

May 1 - September 1

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

Approved Tall Fescue Cultivars

06 Dust	Escalade	Justice	Scorpion
2 nd Millennium	Essential	Kalahari	Serengeti
3 rd Millennium	Evergreen 2	Kentucky 31*	Shelby
Apache III	Falcon IV	Kitty Hawk 2000	Sheridan
Avenger	Falcon NG	Legitimate	Signia
Barlexas	Falcon V	Lexington	Silver Hawk
Barlexas II	Faith	LSD	Sliverstar
Bar Fa	Fat Cat	Magellan	Shenandoah Elite
Barrera	Festnova	Matador	Sidewinder
Barrington	Fidelity	Millennium SRP	Skyline
Barrobusto	Finelawn Elite	Monet	Solara
Barvado	Finelawn Xpress	Mustang 4	Southern Choice II
Biltmore	Finesse II	Ninja 2	Speedway
Bingo	Firebird	Ol' Glory	Spyder LS
Bizem	Firecracker LS	Olympic Gold	Sunset Gold
Blackwatch	Firenza	Padre	Taccoa
Blade Runner II	Five Point	Patagonia	Tanzania
Bonsai	Focus	Pedigree	Trio
Braveheart	Forte	Picasso	Tahoe II
Bravo	Garrison	Piedmont	Talladega
Bullseye	Gazelle II	Plantation	Tarheel
Cannavaro	Gold Medallion	Proseeds 5301	Terrano
Catalyst	Grande 3	Prospect	Titan ltd
Cayenne	Greenbrooks	Pure Gold	Titanium LS
Cessane Rz	Greenkeeper	Quest	Tracer
Chipper	Gremlin	Raptor II	Traverse SRP
Cochise IV	Greystone	Rebel Exeda	Tulsa Time
Constitution	Guardian 21	Rebel Sentry	Turbo
Corgi	Guardian 41	Rebel IV	Turbo RZ
Corona	Hemi	Regiment II	Tuxedo RZ
Coyote	Honky Tonk	Regenerate	Ultimate
Darlington	Hot Rod	Rendition	Venture
Davinci	Hunter	Rhambler 2 SRP	Umbrella
Desire	Inferno	Rembrandt	Van Gogh
Dominion	Innovator	Reunion	Watchdog
Dynamic	Integrity	Riverside	Wolfpack II
Dynasty	Jaguar 3	RNP	Xtremegreen
Endeavor	Jamboree	Rocket	

***Note: Kentucky 31 will no longer be an approved NCDOT Tall Fescue Cultivar after December 31, 2015.**

Approved Kentucky Bluegrass Cultivars:

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

Approved Hard Fescue Cultivars:

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

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

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

TEMPORARY SEEDING:

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

FERTILIZER TOPDRESSING:

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

SUPPLEMENTAL SEEDING:

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

MOWING:

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

LAWN TYPE APPEARANCE:

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

RESPONSE FOR EROSION CONTROL:**Description**

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

Section	Erosion Control Item	Unit
1605	Temporary Silt Fence	LF

1606	Special Sediment Control Fence	LF/TON
1615	Temporary Mulching	ACR
1620	Seed - Temporary Seeding	LB
1620	Fertilizer - Temporary Seeding	TN
1631	Matting for Erosion Control	SY
SP	Coir Fiber Mat	SY
1640	Coir Fiber Baffles	LF
SP	Permanent Soil Reinforcement Mat	SY
1660	Seeding and Mulching	ACR
1661	Seed - Repair Seeding	LB
1661	Fertilizer - Repair Seeding	TON
1662	Seed - Supplemental Seeding	LB
1665	Fertilizer Topdressing	TON
SP	Safety/Highly Visible Fencing	LF
SP	Response for Erosion Control	EA

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item

Response for Erosion Control

Pay Unit

Each

MINIMIZE REMOVAL OF VEGETATION:

The Contractor shall minimize removal of vegetation within project limits to the maximum extent practicable. Vegetation along stream banks and adjacent to other jurisdictional resources

outside the construction limits shall only be removed upon approval of Engineer. No additional payment will be made for this minimization work.

STOCKPILE AREAS:

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

ACCESS AND HAUL ROADS:

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

WASTE AND BORROW SOURCES:

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

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

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

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

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

SAFETY FENCE AND JURISDICTIONAL FLAGGING:

Description

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

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

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

Materials

(A) Safety Fencing

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

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

(B) Boundary Flagging

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

Construction Methods

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

(A) Safety Fencing

Posts shall be set at a maximum spacing of 10 ft., maintained in a vertical position and hand set or set with a post driver. Posts shall be installed a minimum of 2 ft. into the ground. If hand set, all backfill material shall be thoroughly tamped. Wood posts may be sharpened to a dull point if power driven. Posts damaged by power driving shall be removed and replaced prior to final acceptance. The tops of all wood posts shall be cut at a 30-degree angle. The wood posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected.

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

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

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

(B) Boundary Flagging

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

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

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

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

Measurement and Payment

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

Payment will be made under:

Pay Item
Safety Fence

Pay Unit
Linear Foot

CONCRETE WASHOUT STRUCTURE:**Description**

Concrete washout structures are watertight enclosures constructed above or below grade to contain concrete waste on construction sites. Concrete waste can include concrete waste water from washing out ready-mix trucks, drums, pumps, or other equipment. Concrete waste also includes concrete slurries from concrete saw cutting, coring, grinding, grooving operations, or hydro-concrete demolition. Concrete washouts must prevent the discharge of concrete waste materials to storm drainage systems, surface waters, wetlands, and buffers. Work for above grade washout structures includes gathering high cohesive and low infiltration soil to construct an above grade earthen berm basin. Work also includes preparing a rock and debris free soil base inside this earthen basin, installing a geomembrane liner in the basin, and then placing sandbags along the entire polypropylene liner basin perimeter. Work for below grade washout structures includes preparing a rock and debris free soil base, excavation of a basin with non-vertical side slopes, installing a geomembrane liner in the basin, and then placing sandbags along the entire polypropylene liner excavation perimeter. Construct a gravel pad with Class A stone and a geotextile under liner to provide a defined access path to the concrete washout structures. Install safety fence around the perimeter of the concrete washout structures.

Materials

Item	Section
Borrow Material	1018
Stone for Erosion Control, Class A	1042
Geotextile for Drainage, Type 2	1056

The geomembrane basin liner shall meet the following minimum physical properties for low permeability, polypropylene or polyethylene geomembranes:

Property	Test Method	Value	Unit
Thickness, nominal		10	mil
Weight		0.04	lbs./ft ²
*1" Tensile Strength	ASTM D-751	52	lbf.
Elongation at Break	ASTM D-751	600	%
*Grab Tensile	ASTM D-751	70	lbf.
*Trapezoid Tear	ASTM D-4533	55	lbf.
Hydrostatic Resistance	ASTM D-751	70	lb./in ²
Water Vapor Transmission Rate	ASTM E-96 Procedure B	0.03	gal/100in ² /day
Perm Rating	ASTM E-96 Procedure B	0.066	U.S. Perms

***Tests are an average of diagonal directions.**

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

Construction Methods

Above Grade Structures

Assemble high cohesive and low infiltration soil to build an enclosed earthen berm for an above grade concrete washout basin in accordance with the details and as directed. Construct the height, length, and width of the earthen berm according to the detail. Slope the interior and exterior walls of the earthen berm at 1:1 and then compact to provide structural stability and contain concrete washout liquids and solid materials until evaporation, curing, extraction, or final removal.

The geomembrane liner will be of sufficient width and length so there will be no seams. Install the geomembrane lining by overlaying it in the basin to completely cover any exposed soil to create a water tight concrete washout basin. Extend the geomembrane lining from inside the basin floor, up the earth slope of the basin and extend, overlay, and wrap outside the earthen berm. Trench the toe of the geomembrane lining into an eight inch depth trench and then backfill and tamper with soil.

Below Grade Structures

Excavate an area for concrete washout in accordance with the details and as directed. Excavate to a minimum depth of 3 feet. Slope the interior walls of the excavated area at 1:1 and then compact to provide structural stability and contain concrete washout liquids and solid materials until evaporation, curing, extraction, or final removal.

The geomembrane liner will be of sufficient width and length so there will be no seams. Install the geomembrane lining by overlaying it in the excavated area to completely cover any exposed soil to create a watertight impoundment. Extend the geomembrane lining from the excavation floor, up the interior slope of the excavated basin and beyond the outside perimeter of the excavation.

Prepare the soil base to be free of rocks or other debris that may cause holes or tears in the geomembrane lining.

Install safety fence around the perimeter of the concrete washout structures in accordance with the *Safety Fence and Jurisdictional Flagging* special provision.

Construct a stone gravel pad with Class A stone (or other approved aggregate material) and a geotextile liner to provide a defined access path to the concrete washout structure. Construct the stone gravel pad according to *Roadway Standard Drawings* No. 1607.01 and Section 1607 of the *Standard Specifications*. Post a sign with the words "Concrete Washout" in close proximity of the concrete washout area, so it is clearly visible to site personnel.

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

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

Maintenance and Removal

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

Inspect concrete washout structures for damage (i.e. tears in geomembrane liner, missing sand bags) and maintain for effectiveness.

Remove the concrete washout structures and sign upon project completion. If appropriate and possible, reuse the geomembrane liner, the sandbags, orange safety fence, the Class A stone, and the geotextile. Otherwise, properly dispose of items. Grade the earth material to match the existing contours and permanently seed and mulch area.

Measurement and Payment

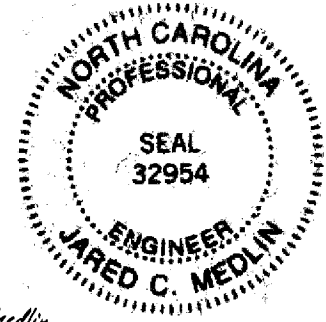
Concrete Washout Structure will be measured and paid for by counting the actual number of washout structures installed and maintained on the project. Such price and payment will be full compensation for all work including but not limited to furnishing materials, construction, maintenance and removal of concrete washout structures, grading and seeding and mulching area. The provisions of Article 104-5 of the *Standard Specifications* will not apply to this item of work.

Payment will be made under:

Pay Item	Pay Unit
Concrete Washout Structure	Each

**Project Special Provisions
Structure**

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Jared C. Medlin
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7/8/2015

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For MSE Retaining Walls, see Geotechnical Special Provisions.
For Electrical Conduit System and Electrical Conduit System for
Signals, see Lighting & Electrical Special Provisions.

**MAINTENANCE AND PROTECTION OF TRAFFIC
BENEATH PROPOSED STRUCTURE AT STATION 20+45.05 -L-****(8-13-04)****GENERAL**

Maintain traffic on -Y4- (Bearwood Ave.) as shown in Traffic Control Plans and as directed by the Engineer.

Provide a minimum temporary vertical clearance of 15'-0" at all times during construction.

Submit plans and calculations for review and approval for protecting traffic and bracing girders, as described herein, at the above station before beginning work at this location. Have the drawings and design calculations prepared, signed, and sealed by a North Carolina Registered Professional Engineer. The approval of the Engineer will not relieve the Contractor of the responsibility for the safety of the method or equipment.

PROTECTION OF TRAFFIC

Protect traffic from any operation that affords the opportunity for construction materials, equipment, tools, etc. to be dropped into the path of traffic beneath the structure. Based on Contractor means and methods determine and clearly define all dead and live loads for this system, which, at a minimum, shall be installed between beams or girders over any travelway or shoulder area where traffic is maintained. Install the protective system before beginning any construction operations over traffic. In addition, for these same areas, keep the overhang falsework in place until after the rails have been poured.

BRACING GIRDERS

Brace girders to resist wind forces, weight of forms and other temporary loads, especially those eccentric to the vertical axis of the member during all stages of erection and construction. Before casting of intermediate diaphragms, decks, or connecting steel diaphragms do not allow the horizontal movement of girders to exceed ½ inch.

BASIS OF PAYMENT

Payment at the contract unit prices for the various pay items will be full compensation for the above work.

PLACING LOAD ON STRUCTURE MEMBERS**(11-27-12)**

The 2012 Standard Specifications shall be revised as follows:

In **Section 420-20 – Placing Load on Structure Members** replace the first sentence of the fifth paragraph with the following:

Do not place vehicles or construction equipment on a bridge deck until the deck concrete develops the minimum specified 28 day compressive strength and attains an age of at least 7 curing days.

STEEL REINFORCED ELASTOMERIC BEARINGS**(11-27-12)**

The 2012 Standard Specifications shall be revised as follows:

In **Section 1079-1 – Preformed Bearing Pads** add the following after the second paragraph:

Internal holding pins are required for all shim plates when the contract plans indicate the structure contains the necessary corrosion protection for a corrosive site.

Repair laminated (reinforced) bearing pads utilizing external holding pins via vulcanization. Submit product data for repair material and a detailed application procedure to the Materials and Tests Unit for approval before use and annually thereafter.

THERMAL SPRAYED COATINGS (METALLIZATION)**(9-30-11)****DESCRIPTION**

Apply a thermal sprayed coating (TSC) and sealer to metal surfaces as specified herein when called for on the plans or by other Special Provisions, or when otherwise approved by the Engineer in accordance with the SSPC-CS 23.00/AWS C2.23/NACE No. 12 Specification. Only Arc Sprayed application methods are used to apply TSC coatings, the Engineer must approve other methods of application.

QUALIFICATIONS

Only use NCDOT approved TSC Contractors meeting the following requirements:

1. The capability of blast cleaning steel surfaces to SSPC SP-5 and SP-10 Finishes.
2. Employ Spray Operator(s) qualified in accordance with AWS C.16/C2.16M2002 and Quality Control Inspector(s) who have documented training in the applicable test procedures of ASTM D-3276 and SSPC-CS 23.00.

A summary of the contractor's related work experience and the documents verifying each Spray Operator's and Quality Control Inspector's qualifications are submitted to the Engineer before any work is performed.

MATERIALS

Provide wire in accordance with the metallizing equipment manufacturer's recommendations. Use the wire alloy specified on the plans which meets the requirements in Annex C of the SSPC-CS 23.00 Specification. Have the contractor provide a certified analysis (NCDOT Type 2 Certification) for each lot of wire material.

Apply an approved sealer to all metallized surfaces in accordance with Section 9 of SSPC-CS 23. The sealer must either meet SSPC Paint 27 or is an alternate approved by the Engineer.

SURFACE PREPARATION AND TSC APPLICATION

Grind flame cut edges to remove the carbonized surface prior to blasting. Bevel all flame cut edges in accordance with Article 442-10(D) regardless of included angle. Blast clean surfaces to be metallized with grit or mineral abrasive in accordance with Steel Structures Painting Council SSPC SP-5/10(as specified) to impart an angular surface profile of 2.5 - 4.0 mils. Surface preparation hold times are in accordance with Section 7.32 of SSPC-CS 23. If flash rusting occurs prior to metallizing, blast clean the metal surface again. Apply the thermal sprayed coating only when the surface temperature of the steel is at least 5°F above the dew point.

At the beginning of each work period or shift, conduct bend tests in accordance with Section 6.5 of SSPC-CS 23.00. Any disbonding or delamination of the coating that exposes the substrate requires corrective action, additional testing, and the Engineer's approval before resuming the metallizing process.

Apply TSC with the alloy to the thickness specified on the plans or as provided in the table below. All spot results (the average of 3 to 5 readings) must meet the minimum requirement. No additional tolerance (as allowed by SSPC PA-2) is permitted. (For Steel Beams: For pieces with less than 200 ft² measure 2 spots/surface per piece and for pieces greater than 200 ft² add 1 additional spots/surface for each 500 ft²).

Application	Thickness	Alloy	Seal Coat
Pot Bearings	8 mil	85/15 Zinc (W-Zn-Al-2)	0.5 mil
Armored Joint Angles	8 mil	85/15 Zinc (W-Zn-Al-2)	0.5 mil
Modular Joints	8 mil	99.99% Zn (W-Zn-1)	0.5 mil
Expansion Joint Seals	8 mil	99.99% Zn (W-Zn-1)	0.5 mil
Optional Disc Bearings	8 mil	85/15 Zinc (W-Zn-Al-2)	0.5 mil

When noted on the plans or as specified in the above chart, apply the sealer to all metallized surfaces in accordance with the manufacturer's recommendations and these provisions. Apply the seal coat only when the air temperature is above 40°F and the surface temperature of the steel is at least 5°F above the dew point. If the sealer is not applied within eight hours after the final application of TSC, the applicator verifies acceptable TSC surfaces and obtains approval from the Engineer before applying the sealer.

INSPECTION FREQUENCY

The TSC Contractor must conduct the following tests at the specified frequency and the results documented in a format approved by the Engineer.

EXPANSION JOINT SEALS (9-30-11)

1.0 GENERAL

The work covered by this Special Provision consists of furnishing and installing the expansion joint seals as shown on the contract drawings. All materials, labor, equipment and incidentals necessary for the proper installation of the expansion joint seals are included.

2.0 MATERIAL

Provide expansion joint seals capable of accommodating a total movement measured parallel to the centerline of the roadway as shown on plans.

Provide an elastomeric component for each expansion joint seal that is a continuous unit for the entire length of the joint. Do not field splice the elastomeric component. Only vulcanized shop splicing of the elastomeric component is permitted. The minimum length of an elastomeric component before shop splicing is 20 feet. However, one piece shorter than 20 feet is permitted. Provide an elastomeric component that is clearly shop marked to indicate the top side and joint location of the elastomeric component. On skewed bridges, or under unsymmetrical conditions, clearly mark the left side of the elastomeric component. Left is defined as being on the left when facing in the direction of increasing station. Inspect the seals upon receipt to ensure that the marks are clearly visible upon installation.

Make sure the convolution of the gland does not project above the top of the hold-down plates when the joint opening is in the most compressed condition. Use either elastic polychloroprene (neoprene) or ethyl propylene diene monomer (EPDM) for the elastomer that meets the following minimum properties:

	ASTM TEST METHOD	REQUIREMENTS
Hardness, Durometer - Shore A	D2240	60 ± 5, Neoprene (upward corrugated shape - fabric reinforced) 75 ± 5, EPDM and Neoprene (upward non-corrugated shape) 80 ± 5, EPDM (upward corrugated shape-fabric reinforced)
Tensile Strength	D412	2000 psi (min.)
Elongation at Break	D412	250% (min.)
Width of Gland in Relaxed Condition	N/A	10" ± 0.25"
Thickness of Upturned portion of gland	N/A	0.25" non-corrugated shape, -0.032" to +0.032"
Thickness of Upturned portion of gland	N/A	0.1875" corrugated shape, -0.032" to +0.032"
Thickness of Flat portion of gland	N/A	0.1563", -0.032" to +0.032"

For fabric reinforced glands, submit one unreinforced sample per lot number, up to 500 feet of Expansion Joint Seal, to the Engineer for testing.

Only field splice hold-down plates at crown points, at abrupt changes in the deck slab cross slope, and on lane lines. Splicing within travel lanes is not permitted and splicing on edge lines is not required. Field splice hold-down plates between the edge line and gutter upturn and where necessary for proper installation and alignment is permitted. Show all splice locations on the working drawings for approval. For the location of lane markings at the expansion joint seal, see the Structure plans. At the splice locations, locate the hold-down bolts 3 inches from the end of the hold-down plate. At splice locations where changes in deck slab cross slope occur, cut the ends of hold-down plates parallel to the bridge centerline for skews less than 80° and greater than 100°.

Do not use welded shop splices in hold-down plates.

3.0 SHOP DRAWINGS

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

The proposed template details including the makeup of the template

The proposed method of holding the base angle assembly in place while concrete is cast around it

The proposed procedure to correct for the effects of beam movement and rotation when setting width of joint opening

The proposed chronology of installation including the sequence and direction of the concrete casting

The details of cross connectors between base angles, such as steel bars with slots bolted to angles, to maintain evenness between the adjacent base angles while accommodating movement that occurs when concrete is cast. Indicate when bolts are loosened to allow movement.

The proposed method for removing the hold-down plate

A section detail through the joint showing horizontal offset dimensions of the base angles from the centerline joint. This detail is required when the vertical face of the joint opening is not perpendicular to the roadway surface (e.g. when the roadway grade is significant).

Have someone other than the one who prepares the drawing check all detailed drawings and include the signatures of both the drafter and checker on each sheet of the drawings. The Engineer returns unchecked drawings to the Contractor. Provide all completed drawings well in advance of the scheduled installation time for the expansion joint seal.

4.0 INSTALLATION

Provide supports for the base angle assembly at a maximum spacing of 9 feet. Place supports near field splices of base angles to ensure that field splices are straight and even. Provide base angles with ½" diameter weep holes at 12 inch centers to allow bleeding of trapped air and/or water. Do not obstruct the weep holes with falsework. Make the bottom of the trough parallel to grade and the sides parallel to the sides of the expansion joint seal.

For damaged areas, depressions, spalls, cracks, or irregularities of curbs or decks adjacent to the expansion joint, submit a proposed method of repair and repair material specifications for approval.

If the Engineer deems any aspects of the expansion joint seals unacceptable, make necessary corrections.

5.0 INSPECTION

When concrete is cast, use a non-aluminum, 10 foot, true to line straight edge to check and grade the top of the slab on each side of the joint to ensure smooth transition between spans.

Watertight Integrity Test

Upon completion of an expansion joint seal, perform a water test on the top surface to detect any leakage. Cover the roadway section of the joint from curb to curb, or barrier rail to barrier rail, with water, either ponded or flowing, not less than 1 inch above the roadway surface at all points. Block sidewalk sections and secure an unnozzled water hose delivering approximately 1 gallon of water per minute to the inside face of the bridge railing, trained in a downward position about 6 inches above the sidewalks, such that there is continuous flow of water across the sidewalk and down the curb face of the joint.

Maintain the ponding or flowing of water on the roadway and continuous flow across sidewalks and curbs for a period of 5 hours. At the conclusion of the test, the underside of the joint is closely examined for leakage. The expansion joint seal is considered watertight if no obvious wetness is visible on the Engineer's finger after touching a number of underdeck areas. Damp concrete that does not impart wetness to the finger is not a sign of leakage.

If the joint system leaks, locate the place(s) of leakage and take any repair measures necessary to stop the leakage at no additional cost to the Department. Use repair measures recommended by the manufacturer and approved by the Engineer prior to beginning corrective work.

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

6.0 BASIS OF PAYMENT

Basis of payment for all expansion joint seals will be at the lump sum contract price for "Expansion Joint Seals" which price and payment will be full compensation for furnishing all material, including any steel accessory plates for sidewalks, medians and rails, labor, tools, and incidentals necessary for installing the expansion joint seal in place and including all materials, labor, tools and incidentals for performing the original watertight integrity test.

FALSEWORK AND FORMWORK**(4-5-12)****1.0 DESCRIPTION**

Use this Special Provision as a guide to develop temporary works submittals required by the Standard Specifications or other provisions; no additional submittals are required herein. Such temporary works include, but are not limited to, falsework and formwork.

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

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

2.0 MATERIALS

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

3.0 DESIGN REQUIREMENTS**A. Working Drawings**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Wind Loads

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

Table 2.2 - Wind Pressure Values

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

2. Time of Removal

The following requirements replace those of Article 3.4.8.2.

Do not remove forms until the concrete has attained strengths required in Article 420-16 of the Standard Specifications and these Special Provisions.

Do not remove forms until the concrete has sufficient strength to prevent damage to the surface.

Table 2.2A - Steady State Maximum Wind Speeds by Counties in North Carolina

COUNTY	25 YR (mph)	COUNTY	25 YR (mph)	COUNTY	25 YR (mph)
Alamance	70	Franklin	70	Pamlico	100
Alexander	70	Gaston	70	Pasquotank	100
Alleghany	70	Gates	90	Pender	100
Anson	70	Graham	80	Perquimans	100
Ashe	70	Granville	70	Person	70
Avery	70	Greene	80	Pitt	90
Beaufort	100	Guilford	70	Polk	80
Bertie	90	Halifax	80	Randolph	70
Bladen	90	Harnett	70	Richmond	70
Brunswick	100	Haywood	80	Robeson	80
Buncombe	80	Henderson	80	Rockingham	70
Burke	70	Hertford	90	Rowan	70
Cabarrus	70	Hoke	70	Rutherford	70
Caldwell	70	Hyde	110	Sampson	90
Camden	100	Iredell	70	Scotland	70
Carteret	110	Jackson	80	Stanley	70
Caswell	70	Johnston	80	Stokes	70
Catawba	70	Jones	100	Surry	70
Cherokee	80	Lee	70	Swain	80
Chatham	70	Lenoir	90	Transylvania	80
Chowan	90	Lincoln	70	Tyrell	100
Clay	80	Macon	80	Union	70
Cleveland	70	Madison	80	Vance	70
Columbus	90	Martin	90	Wake	70
Craven	100	McDowell	70	Warren	70
Cumberland	80	Mecklenburg	70	Washington	100
Currituck	100	Mitchell	70	Watauga	70
Dare	110	Montgomery	70	Wayne	80
Davidson	70	Moore	70	Wilkes	70
Davie	70	Nash	80	Wilson	80
Duplin	90	New Hanover	100	Yadkin	70
Durham	70	Northampton	80	Yancey	70
Edgecombe	80	Onslow	100		
Forsyth	70	Orange	70		

B. Review and Approval

The Engineer is responsible for the review and approval of temporary works' drawings.

Submit the working drawings sufficiently in advance of proposed use to allow for their review, revision (if needed), and approval without delay to the work.

The time period for review of the working drawings does not begin until complete drawings and design calculations, when required, are received by the Engineer.

Do not start construction of any temporary work for which working drawings are required until the drawings have been approved. Such approval does not relieve the Contractor of the responsibility for the accuracy and adequacy of the working drawings.

4.0 CONSTRUCTION REQUIREMENTS

All requirements of Section 420 of the Standard Specifications apply.

Construct temporary works in conformance with the approved working drawings. Ensure that the quality of materials and workmanship employed is consistent with that assumed in the design of the temporary works. Do not weld falsework members to any portion of the permanent structure unless approved. Show any welding to the permanent structure on the approved construction drawings.

Provide tell-tales attached to the forms and extending to the ground, or other means, for accurate measurement of falsework settlement. Make sure that the anticipated compressive settlement and/or deflection of falsework does not exceed 1 inch. For cast-in-place concrete structures, make sure that the calculated deflection of falsework flexural members does not exceed 1/240 of their span regardless of whether or not the deflection is compensated by camber strips.

A. Maintenance and Inspection

Inspect and maintain the temporary work in an acceptable condition throughout the period of its use. Certify that the manufactured devices have been maintained in a condition to allow them to safely carry their rated loads. Clearly mark each piece so that its capacity can be readily determined at the job site.

Perform an in-depth inspection of an applicable portion(s) of the temporary works, in the presence of the Engineer, not more than 24 hours prior to the beginning of each concrete placement. Inspect other temporary works at least once a month to ensure that they are functioning properly. Have a North Carolina Registered Professional Engineer inspect the cofferdams, shoring, sheathing, support of excavation structures, and support systems for load tests prior to loading.

B. Foundations

Determine the safe bearing capacity of the foundation material on which the supports for temporary works rest. If required by the Engineer, conduct load tests to verify proposed bearing capacity values that are marginal or in other high-risk situations.

The use of the foundation support values shown on the contract plans of the permanent structure is permitted if the foundations are on the same level and on the same soil as those of the permanent structure.

Allow for adequate site drainage or soil protection to prevent soil saturation and washout of the soil supporting the temporary works supports.

If piles are used, the estimation of capacities and later confirmation during construction using standard procedures based on the driving characteristics of the pile is permitted. If preferred, use load tests to confirm the estimated capacities; or, if required by the Engineer conduct load tests to verify bearing capacity values that are marginal or in other high risk situations.

The Engineer reviews and approves the proposed pile and soil bearing capacities.

5.0 REMOVAL

Unless otherwise permitted, remove and keep all temporary works upon completion of the work. Do not disturb or otherwise damage the finished work.

Remove temporary works in conformance with the contract documents. Remove them in such a manner as to permit the structure to uniformly and gradually take the stresses due to its own weight.

6.0 METHOD OF MEASUREMENT

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

7.0 BASIS OF PAYMENT

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

SUBMITTAL OF WORKING DRAWINGS**(6-19-15)****1.0 GENERAL**

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

2.0 ADDRESSES AND CONTACTS

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

Via US mail:

Mr. T. K. Koch, P. E.
State Structures Engineer
North Carolina Department
of Transportation
Structures Management Unit
1581 Mail Service Center
Raleigh, NC 27699-1581

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

Via other delivery service:

Mr. T. K. Koch, P. E.
State Structures Engineer
North Carolina Department
of Transportation
Structures Management Unit
1000 Birch Ridge Drive
Raleigh, NC 27610

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

Submittals may also be made via email.

Send submittals to:

plambert@ncdot.gov (Paul Lambert)

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

jgaither@ncdot.gov (James Gaither)

mrorie@ncdot.gov (Madonna Rorie)

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

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

Via US mail:

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

Via other delivery service:

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

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

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

Primary Structures Contact:

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

Secondary Structures Contacts:

James Gaither (919) 707 – 6409
Madonna Rorie (919) 707 – 6508

Eastern Regional Geotechnical Contact (Divisions 1-7):

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

Western Regional Geotechnical Contact (Divisions 8-14):

Eric Williams (704) 455 – 8902
(704) 455 – 8912 facsimile
ewilliams3@ncdot.gov

3.0 SUBMITTAL COPIES

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

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

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

STRUCTURE SUBMITTALS

Submittal	Copies Required by Structure Design Unit	Copies Required by Geotechnical Engineering Unit	Contract Reference Requiring Submittal ¹
Arch Culvert Falsework	5	0	Plan Note, SN Sheet & “Falsework and Formwork”
Box Culvert Falsework ⁷	5	0	Plan Note, SN Sheet & “Falsework and Formwork”
Cofferdams	6	2	Article 410-4
Foam Joint Seals ⁶	9	0	“Foam Joint Seals”
Expansion Joint Seals (hold down plate type with base angle)	9	0	“Expansion Joint Seals”
Expansion Joint Seals (modular)	2, then 9	0	“Modular Expansion Joint Seals”

Expansion Joint Seals (strip seals)	9	0	“Strip Seals”
Falsework & Forms ² (substructure)	8	0	Article 420-3 & “Falsework and Formwork”
Falsework & Forms (superstructure)	8	0	Article 420-3 & “Falsework and Formwork”
Girder Erection over Railroad	5	0	Railroad Provisions
Maintenance and Protection of Traffic Beneath Proposed Structure	8	0	“Maintenance and Protection of Traffic Beneath Proposed Structure at Station ____”
Metal Bridge Railing	8	0	Plan Note
Metal Stay-in-Place Forms	8	0	Article 420-3
Metalwork for Elastomeric Bearings ^{4,5}	7	0	Article 1072-8
Miscellaneous Metalwork ^{4,5}	7	0	Article 1072-8
Optional Disc Bearings ⁴	8	0	“Optional Disc Bearings”
Overhead and Digital Message Signs (DMS) (metalwork and foundations)	13	0	Applicable Provisions
Placement of Equipment on Structures (cranes, etc.)	7	0	Article 420-20
Pot Bearings ⁴	8	0	“Pot Bearings”
Precast Concrete Box Culverts	2, then 1 reproducible	0	“Optional Precast Reinforced Concrete Box Culvert at Station ____”
Prestressed Concrete Cored Slab (detensioning sequences) ³	6	0	Article 1078-11
Prestressed Concrete Deck Panels	6 and 1 reproducible	0	Article 420-3
Prestressed Concrete Girder (strand elongation and detensioning sequences)	6	0	Articles 1078-8 and 1078- 11

Removal of Existing Structure over Railroad	5	0	Railroad Provisions
Revised Bridge Deck Plans (adaptation to prestressed deck panels)	2, then 1 reproducible	0	Article 420-3
Revised Bridge Deck Plans (adaptation to modular expansion joint seals)	2, then 1 reproducible	0	“Modular Expansion Joint Seals”
Sound Barrier Wall (precast items)	10	0	Article 1077-2 & “Sound Barrier Wall”
Sound Barrier Wall Steel Fabrication Plans ⁵	7	0	Article 1072-8 & “Sound Barrier Wall”
Structural Steel ⁴	2, then 7	0	Article 1072-8 Article 400-3 & “Construction, Maintenance and Removal of Temporary Structure at Station _____”
Temporary Detour Structures	10	2	
TFE Expansion Bearings ⁴	8	0	Article 1072-8

FOOTNOTES

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

GEOTECHNICAL SUBMITTALS

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

FOOTNOTES

- References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Subarticles refer to the *Standard Specifications*.
- Submit one hard copy of submittal to the 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.
- The Pile Driving Equipment Data Form is available from:
https://connect.ncdot.gov/resources/Geological/Pages/Geotech_Forms_Details.aspx
See second page of form for submittal instructions.
- Electronic copy of submittal is required. See referenced provision.

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

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

GROUT FOR STRUCTURES**(9-30-11)****1.0 DESCRIPTION**

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

2.0 MATERIAL REQUIREMENTS

Use a Department approved pre-packaged, non-shrink, non-metallic grout. Contact the Materials and Tests Unit for a list of approved pre-packaged grouts and consult the manufacturer to determine if the pre-packaged grout selected is suitable for the required application.

When using an approved pre-packaged grout, a grout mix design submittal is not required.

The grout shall be free of soluble chlorides and contain less than one percent soluble sulfate. Supply water in compliance with Article 1024-4 of the Standard Specifications.

Aggregate may be added to the mix only where recommended or permitted by the manufacturer and Engineer. The quantity and gradation of the aggregate shall be in accordance with the manufacturer's recommendations.

Admixtures, if approved by the Department, shall be used in accordance with the manufacturer's recommendations. The manufacture date shall be clearly stamped on each container. Admixtures with an expired shelf life shall not be used.

The Engineer reserves the right to reject material based on unsatisfactory performance.

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

Test the expansion and shrinkage of the grout in accordance with ASTM C1090. The grout shall expand no more than 0.2% and shall exhibit no shrinkage. Furnish a Type 4 material certification showing results of tests conducted to determine the properties listed in the Standard Specifications and to assure the material is non-shrink.

Unless required elsewhere in the contract the compressive strength at 3 days shall be at least 5000 psi. Compressive strength in the laboratory shall be determined in accordance with ASTM C109 except the test mix shall contain only water and the dry manufactured material. Compressive strength in the field will be determined by molding and testing 4" x 8" cylinders in accordance with AASHTO T22. Construction loading and traffic loading shall not be allowed until the 3 day compressive strength is achieved.

When tested in accordance with ASTM C666, Procedure A, the durability factor of the grout shall not be less than 80.

3.0 SAMPLING AND PLACEMENT

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

Do not place grout if the grout temperature is less than 50°F or more than 90°F or if the air temperature measured at the location of the grouting operation in the shade away from artificial heat is below 45°F.

Provide grout at a rate that permits proper handling, placing and finishing in accordance with the manufacturer's recommendations unless directed otherwise by the Engineer. Use grout free of any lumps and undispersed cement. Agitate grout continuously before placement.

Control grout delivery so the interval between placing batches in the same component does not exceed 20 minutes.

The Engineer will determine the locations to sample grout and the number and type of samples collected for field and laboratory testing. The compressive strength of the grout will be considered the average compressive strength test results of 3 cube or 2 cylinder specimens at 28 days.

4.0 BASIS OF PAYMENT

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

72" BLACK VINYL COATED CHAIN LINK FENCE (BRIDGE MOUNTED) (SPECIAL)

1.0 GENERAL

The work covered by this provision consists of constructing a 72" black vinyl coated galvanized steel chain link fence mounted on black vinyl coated galvanized steel posts in accordance with the Standard Specifications, Roadway Standard Drawings, plans, and these provisions. Apply the black vinyl coating over the galvanizing.

2.0 MATERIALS

Provide steel pipe posts meeting the requirement of Subarticle 1050-3 of the Standard Specifications for vinyl coated steel pipe posts.

Provide vinyl coated chain link fabric that complies with the plans and Article 1050-6 of the Standard Specifications.

Provide vinyl coated fittings and accessories meeting the requirements of Article 1050-7 of the Standard Specifications except where otherwise required by the plans.

Provide vinyl coated tension wire, hog rings, post caps, and tie wire meeting the requirements of Article 1050-7 of the Standard Specifications.

3.0 MEASUREMENT AND BASIS OF PAYMENT

72" Black Vinyl Coated Chain Link Fence (Bridge Mounted) will be measured and paid for as the actual number of linear feet of vinyl coated chain link fence fabric, measured in place from center of end post to center of end post, that has been completed and accepted. Such price and payment will be full compensation for all work covered by this provision including but not limited to furnishing and installing all posts, fittings, hardware, fabric, tie wires, and tension wire, and all other materials, labor, tools, equipment, and incidentals necessary to complete the work. The quantity for which payment is made is shown in linear feet on the plans for "72" Chain Link Fence".

1'-2"x2'-6" CONCRETE PARAPET WITH MOMENT SLAB**(SPECIAL)****1.0 GENERAL**

Provide 1'-2"x2'-6" concrete parapet with moment slab in accordance with the Standard Specifications, the details shown in the contract plans and this Special Provision

2.0 MEASUREMENT

Quantity paid for is the actual number of linear feet of concrete parapet for 2 bar metal rail with moment slab, complete in place, and accepted as measured along the rails.

3.0 BASIS OF PAYMENT

The quantity for which payment is made is shown in linear feet on the plans for "1'-2"x2'-6" Concrete Parapet with Moment Slab". The unit bid per linear foot is full compensation for all materials, reinforcing steel, tools, labor, equipment and incidentals necessary to complete this item.

1 ½” GALVANIZED STEEL PIPE RAIL**(SPECIAL)****1.0 GENERAL**

Provide 1 ½” Galvanized steel pipe rail in accordance with the Standard Specifications, the details shown in the contract plans and this Special Provision

2.0 MEASUREMENT

Quantity paid for is the actual number of linear feet of steel pipe rail, complete in place, and accepted as measured along the rails.

3.0 BASIS OF PAYMENT

The quantity for which payment is made is shown in linear feet on the plans for “1 ½” Galvanized Steel Pipe Rail”. The unit bid per linear foot is full compensation for all materials, reinforcing steel, tools, labor, equipment and incidentals necessary to complete this item.

ARCHITECTURAL CONCRETE SURFACE TREATMENT (SPECIAL)**1.0 GENERAL**

The work covered by this special provision consists of constructing textured surfaces on formed reinforced concrete surfaces of the bent columns and MSE retaining walls as indicated on the Plans and in this Special Provision. The Contractor shall furnish all materials, labor, equipment, and incidentals necessary for the construction of architectural concrete surface treatment using form liners (molds). The Contractor is required to use the same source of form liner and color stains for all required elements. All texture is to be in addition to the nominal thickness of each element within tolerances. Relief of any texture is not to exceed an average depth of 1 inch.

MSE Retaining Wall panels are intended to reproduce the appearance of the retaining walls used on the President George Bush Parkway in Dallas, Texas. For information purposes only, sources of form liners for the patterns specified include, but are not limited to:

Fitzgerald Formliners
1500 East Chestnut Ave.
Santa Ana, CA 92701
www.formliners.com
Column Pattern: 18005 Chevron Fin
MSE Panel Pattern: 16987 Fractured Granite

Dayton Superior
1125 Byers Rd.
Miamisburg, OH 45342
www.daytonsuperior.com
Column Pattern: 1" Fractured Fin (2.35" OC)
MSE Panel Pattern: Fractured Granite

The architectural concrete surface treatment should be as indicated in the Plans, this Special Provision, or as directed by the Engineer. The Contractor has the option of supplying an alternative pattern of simulated stone form liners, as long as the patterns selected are approved, in writing, as an equal or approved alternative by the Engineer.

2.0 SUBMITTALS

Shop Drawings - The Contractor shall submit for review and acceptance, plan and elevation views and details showing overall pattern, joint locations, form tie locations, and end, edge or other special conditions. The drawings should include typical cross sections of applicable surfaces and joints. If necessary, the Contractor shall revise the shop drawings until the proposed form liner patterns and arrangement have been accepted

by the Engineer. Shop drawings should be of sufficient scale to show the detail of all stone and joints patterns. The size of the sheets used for the shop drawings shall be 22" x 34" (560mm x 864mm).

The form liner shall be patterned such that long continuous horizontal or vertical lines do not occur on the finished exposed surface. The line pattern shall be random in nature and shall conceal construction joint lines.

Shop drawings shall be reviewed and accepted prior to fabrication of form liners.

Sample Panels – After shop drawings have been reviewed and accepted by the Engineer, the Contractor shall construct three transportable sample MSE wall panel(s) at the project site. The materials used in construction of the sample panel(s) shall comply with Section 420 of the Standard Specifications. The sample panel(s) shall be constructed using approved form liners. Any sample panel that is not accepted by the Engineer is to be removed from the project site and a new sample panel produced at no additional expense to the Department.

After the color, texture, and uniformity of the furnished samples are approved, the furnished samples establish the standard quality for determining the acceptance of the panels.

Architectural surface treatments and patterns of the finished work shall achieve the same final effect as demonstrated on the accepted sample panel(s). Upon acceptance by the Engineer, the sample panel(s) shall be used as the quality standard for the project. After the acceptance of the completed structure, the Contractor shall dispose of the sample panels as directed by the Engineer.

3.0 MATERIAL REQUIREMENTS

Form Liner – The form liner shall be a high quality, re-useable product manufactured of high strength urethane rubber or other approved material which attaches easily to the form work system, and shall not compress more than 1/4" (6mm) when concrete is poured at a rate of 10 vertical feet (3 vertical meters) per hour. The form liners shall be removable without causing deterioration of the surface or underlying concrete.

Form Release Agent – Form release agent shall be a nonstaining petroleum distillate free from water, asphaltic, and other insoluble residue, or an equivalent product. Form release agents shall be compatible with the color system applied and any special surface finish.

Form Ties - Form ties shall be set back a minimum of 2" (51 mm) from the finished concrete surface. The ties shall be designed so that all material in the device to a depth of at least 2" (51mm) back of the concrete face (bottom of simulated mortar groove) can be disengaged and removed without spalling or damaging the concrete. The Contractor shall submit the type of form ties to the Engineer for approval.

Quality Standards - Manufacturer of form liners shall have at least five years' experience making molds.

The Contractor shall schedule a pre-installation conference with manufacturer representative and the Engineer to assure understanding of form liner use and and to coordinate the work. The Contractor shall be required to disclose their source of manufacturer at the Preconstruction Conference.

4.0 CONSTRUCTION

Form Liner Preparation – Prior to each concrete pour, the form liners shall be clean and free of build-up. Each liner shall be visually inspected for blemishes and tears. Repairs shall be made in accordance with the manufacturer's recommendations. Repairs shall be accepted by the Engineer before being used. Form liner panels that do not perform as intended or are no longer repairable shall be replaced.

Form Liner Attachment – Form liners shall be securely attached to forms in accordance with the manufacturer's recommendations, with less than a 1/4" (6 mm) seam. Blend form liner butt joints into the pattern and finish off the final concrete surface. Create no visible vertical or horizontal seams or conspicuous form liner butt joint marks. At locations where the form liners are joined, carefully blend to match the balance of the pattern.

Form liners shall be installed to withstand anticipated concrete placement pressures without leakage and without causing physical or visual defects. Wall ties shall be coordinated with the form liner system.

The Contractor shall have a technical representative from the form liner manufacturer on site for technical supervision during the installation and removal of form liners. Unless directed by the Engineer, installation and removal of form liners shall not be permitted if the technical representative is not present.

Form Release Agent – Form release agent shall be applied in accordance with the manufacturer's recommendations. The material shall be compatible with the form liner material and in accordance with this Special Provision. Form release agent should be worked into all areas, especially pattern recesses.

Patching – All form tie holes and other defects in finished surface shall be filled or repaired within 48 hours of form removal. Use patching materials and procedures in accordance with the manufacturer's recommendations.

Surface Finish – Final surface shall be free of blemishes, discolorations, surface voids, and other irregularities. All patterns should be continuous without visual disruption.

Reinforced concrete shall be finished in accordance with the Standard Specifications.

Experience and Qualifications - The Contractor shall have a minimum of three consecutive years' experience in architectural concrete surface treatment construction on similar types of projects. The Contractor shall furnish to the Engineer 5 references who

were responsible for supervision of similar projects and will testify to the successful completion of these projects. Include name, address, telephone number, and specific type of application.

5.0 BASIS OF PAYMENT

This work performed for mechanically stabilized earth retaining walls will not be measured for payment, but shall be included in the various pay items, as shown on plans. Payment will include the furnishing and use of all form liners, the construction, finishing, and removal of all equipment, materials, labor, and incidentals necessary to complete the work in conformance with the Contract Documents.

Payment for work performed on the bridge cast-in-place concrete as detailed in the Plans and this Special Provision will be paid for as "Architectural Concrete Surface Treatment". The above price and payment will be full compensation for all work covered by this Special Provision, the plans and applicable parts of the Standard Specifications and shall include, but not be limited to, furnishing all labor, materials, equipment, and other incidentals necessary to complete this work.

APPLICATION OF ANTI-GRAFFITI ON CONCRETE SURFACES**(SPECIAL)****Description**

Apply anti-graffiti coating system to all exposed faces of MSE walls and coping and as directed by the Engineer. Perform the painting in accordance with this Section, using materials meeting the requirements of this specification.

Anti-Graffiti Coating Materials

The Contractor shall provide the Engineer the manufacturer's certification for each batch, represented quantity and type of paint to be used on the project. The contractor shall also submit a one quart sample from each batch for verification testing. Submit the samples for verification testing at least 30 days prior to application. Send all samples to the attention of:

NCDOT Materials and Tests Unit
Mr. Brian Hunter, P.E.
1801 Blue Ridge Road
Raleigh, NC 27607

Use compatible anti-graffiti coating system components as recommended by the manufacturer which is currently listed on the Department's Approved Products List (APL).

Current NCDOT Approved Products List (APL): <https://apps.dot.state.nc.us/vendor/approvedproducts/>

Anti-graffiti coatings intended for use under this specification shall be of a composition to be capable of preventing the adhesion of graffiti and/or facilitating the removal of graffiti. All anti-graffiti coatings must possess the physical and handling characteristics that are compatible with the requirements of this Special Provision.

Anti-graffiti coatings shall contain less than [5.0 lb/gal] volatile organic compounds (VOC) as defined by 40 CFR Part 59, Subpart D. The manufacturer will supply the following additional information:

- a. Cleaning instructions and materials, as applicable. Surfaces must be cleanable with nonproprietary cleaners as defined in ASTM D-6578.
- b. Sacrificial Coating Removal instructions, as applicable.
- c. Recommended base coat, as applicable.
- d. Identification of coating system and type, as applicable.
- e. Clear coats must contain a UV degradable color for inspection purposes. UV degradable color must dissipate in a reasonable time period to allow inspection but not detract from visual impact of the structure

Material Tests:

Meet the following requirements:

Additional Laboratory Performance and Tests		
Test	Method	Limits
Cyclic Weather Testing	AASHTO R-31	No blistering, cracking, checking, chalking, or delamination; color change less than 3 Delta E CIE LAB units; Retention of 60o Gloss ratio >= 0.80
Additional Laboratory Performance and Tests		
Test	Method	Limits
Abrasion	ASTM D-968, 1,000 liters of sand	No loss of coating thickness per ASTM D-1005
Impact Resistance	ASTM D-2794	Minimum of 30 inch-pounds
Graffiti Resistance	ASTM D-6578, Use identified marking materials; initial and re-cleanability; and after exposure initial and re-cleanability	Clean-ability Level 1, 2, or 3.
Sacrificial Coating Removability	Per Manufacturer's specifications: 6 months exposure	Complete removal of material from substrate
MEK Double Rub	ASTM D-5402; 50 rubs	No coating wear through (4 minimum rating)
Fluid Resistance	ASTM D-1308; Paint Thinner, Gasoline	No blistering, discoloration, Softening or adhesion loss.

Performance Characteristics:

Meet the following requirements:

1. System shall be a one coat, self-priming system.
2. Permanent coating system. Coatings shall not require reapplication regardless of number of graffiti tagging's during the life of the Five (5) year performance warranty period.

3. Capable of withstanding a minimum of 10 cleaning cycles over the SI-COAT 529/531 GRAFFITI RESISTANT COATINGS 09 96 23-3 Latest revision: March 5, 2012
4. If a color is specified for the anti-graffiti coating it shall have a coating deterioration of 2 Delta "E" or less once the graffiti is removed from the surface.
5. Volatile Organic Compounds (VOC): Less than 600 g/l allowed by EPA 63 FR 176:48448, Table I.

Qualitative Performance:

Meet the following test results for the following chemicals:

Chemical	Duration
5% Phosphoric Acid	No effect after 72 hours
5% Sulfuric Acid Solution	No effect after 72 hours
50% Sodium Hydroxide Solution	No effect after 120 hours
5.25% Sodium Hypochlorite	No effect after 120 hours
10% NIT	No effect after, 30 days
100% Propanoic Acid	No effect after 39 days
Acetone, Ethanol	No effect after 39 days
Acetone, Ethanol	No effect after 39 days
2-Propanol	No effect after 39 days
95OC Distilled Water	No Effect after 1 hour
Diesel Fuel	No effect after 5 months
Coconut Oil	No effect after 29 days
Olive Oil	No effect after 29 days
Safflower Oil	No effect after 29 days

Twelve-Month Observation Period

The contract maintains responsibility for the anti-graffiti coating system for a 12 month observation period beginning upon final acceptance of all the work required in the plans or as directed by the Engineer. The Contractor shall guarantee the coating system under payment and performance bonds (refer to Article 109-10 or the 2012 *Standard Specifications*). To complete the observation period, the anti-graffiti coating system shall meet the following requirements after 12 months service.

- (A) Shall demonstrate the ability to be cleaned to the Clean-ability Level 1 per ASTM D7089-06 by low pressure (1500 to 5300 psi) water spray.

(B) Shall show no signs of deterioration or change of appearance after graffiti removal during the warranty period. No ghosting staining or shadowing.

(C) Shall be able to remove 100 percent of all types of paint and graffiti materials from treated surfaces without damaging the coating or the substrate.

Final warranty acceptance is made only after the anti-graffiti coating 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. Product Data:

- a. Printed technical data for each product and system.
- b. Material List: A list of required coating materials including block fillers and primers. Identify each material by catalog number.
- c. VOC levels highlighted.
- d. Maintenance Data including graffiti removal techniques.
- e. Materials Safety Data Sheets (MSDS) for each product in system.

B. Samples: Manufacturer's standard color chip book or sheet.

C. Qualification Data: For Applicators specified in Quality Assurance Article demonstrating capabilities and experience. Include lists of completed projects with contact information and contact information of architects and owners.

D. Certification by manufacturer that products supplied comply with requirements indicated below:

- a. Provide written report from a nationally recognized and certified Protective Coating Specialist of performance of the anti-graffiti coating system. Include; type of substrate, location, length of service, testing performed and results.
- b. Provide landfill review of product and specific disposal requirements.
- c. Adhesion test results.
- d. Provide three mock-up panels 6" X 12" that represent the intended substrate and its surface profile.
- e. Sample warranty.

Storage of Paint

Provide a location for paint materials that does not expose paint materials to rain, excessive condensation, and long periods of direct sunlight or temperatures above 110F or below 40F. Follow the manufacturer's storage requirements if more restrictive than the above requirements.

Application

Apply an anti-graffiti coating or coating system as specified in the Contract Documents in accordance with manufacturer's recommendations and as specified herein, when the ambient temperature is between 40° and 90°F. Surface temperatures must be taken, recorded in 30 minute intervals prior to application in random locations along the surfaces to be coated and show that the surface temperature is between 50° and 85°F and rising. Ensure all concrete has cured a minimum of 30 days before applying anti-graffiti coating. Do not apply coating when precipitation is expected within 12 hours of the completion of application or the relative humidity is above 88%.

Protection of Adjacent Surfaces

Consider wind direction, velocity and geographic location as having a major impact on all cleaning and anti-graffiti coating operations. If conditions are such that material is dispersed to areas where vehicles or other property may be damaged, suspend operations until conditions improve enough to permit work without damage. Protect all surfaces not intended to be coated, which are adjacent to, or in close proximity to the surfaces to be coated, during the application of anti-graffiti coating. Clean surfaces that are to be coated, as per manufacturer's recommendation. Use all necessary precautions to prevent materials from cleaning and anti-graffiti coating operations being dispersed outside the work site. Removal of the dispersed material from unwanted areas will be at no cost to the Department.

Surface Preparation

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion. Protrusions such as from burrs, sharp edges, fins and concrete splatter shall be removed during surface preparation as well as free of laitance; contamination from form-release agents, efflorescence, and curing compounds shall be removed.

Prepare all surfaces to be coated in accordance with this specification and or the manufacturer's recommendation for the following requirements. In the case of conflict between this Specification and the Manufacturer's recommendations; the Contractor shall use the most restrictive requirement.

Specification	
Surface Cleaning Concrete Unit Masonry for Coating	ASTM D 4261
Surface Cleaning Concrete for Coating	ASTM D 4258
Testing pH of cleaned concrete surface	ASTM D 4262
Moisture in concrete	ASTM D 4263

Base Coat

Apply the base coat, if part of the system, as recommended by the manufacturer. Unless otherwise specified by the manufacturer, ensure the cured base coat has a minimum dry film thickness of 4.0-8.0 mils.

Finish Coat

When applicable, ensure the base coat surface is clean and cured to a dry hard state according to the manufacturer's recommendation before applying the finish coat. Mix finish coat and apply in accordance with the manufacturer's recommendations. Ensure the cured finish coat of the two coat system has a minimum dry film thickness of 2.5-5.0 mils. Apply as many coats as necessary to provide a finish coat which is a uniform continuous film over the entire surface, free of pinholes, runs, sags, or any other deficiencies.

Correction of Deficiencies

Engineer makes the final decision in regards to uniformity and appearance. Remove all coating identified by the Engineer as damaged, lack of uniformity or abnormal appearance, not meeting these Specifications and or not in accordance with the manufacturer's recommendations. Prepare the surface and reapply the coating in accordance with the manufacturer's recommendations and as specified herein, at no additional cost to the Department

Previously Painted Surfaces

Prior to beginning the work the contractor shall submit to the Engineer for approval a plan that describes the method of graffiti removal. The plan shall include the type(s) of cleaning compounds to be used and a procedure for application of all coat(s) to be applied for each type of substrate being coated. Remove all graffiti from areas receiving anti-graffiti coating, at no additional cost to the Department and or demonstrate that existing coatings meet a minimum rating of 4A or 4B per ASTM D3359-90.

Ensure all federal, state, and local environmental regulations are met when removing graffiti. Previously painted surfaces shall be free of concrete defects such as honeycombs and spalling and shall be repaired prior to application. Surface shall be tested for soundness in accordance

with SSPC SP-13/ NACE No. 6, Appendix A1.4.3 and meet the requirements of soundness prior application.

If previously painted surface conduct a test patch in accordance with the requirements of SSPC-SP-13/NACE No. 6, Surface Preparation of Concrete, Appendix A1.6. Smooth, hard or glossy coatings should be dulled by abrading the surface. Apply a test area, allowing to dry one week before testing adhesion. If adhesion is poor, or if this product attacks the previous finish, removal of the previous coating may be necessary.

Method of Measurement

The quantity to be paid for will be plan quantity, in square feet, of the area of anti-graffiti coating completed and accepted. The area will be based on the surface area shown in the plans with no allowance for surface texture or variable depth surface profiles.

Basis of Payment

Price and payment will be full compensation for all work specified in this Section, including furnishing and applying all materials to complete the anti-graffiti coating. Base the quantity on the surface area shown in the plans, in square feet, of the area of anti-graffiti coating completed and accepted. There will be no allowance for additional compensation for surface textures or variable depths of the surface profile.

Payment shall be made under:

Pay Item	Pay Unit
Anti-Graffiti Coating	Square foot.

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State Project: U-5008

Mecklenburg County

SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTEREST ON THE NCRR CORRIDOR

Under the terms of these Special Provisions, the North Carolina Department of Transportation shall hereinafter be called "Department," the North Carolina Railroad Company shall hereinafter be called "Company," and the Norfolk Southern Railway Company shall hereinafter be called "Railroad."

1. AUTHORITY OF RAILROAD ENGINEER AND DEPARTMENT ENGINEER:

The authorized representative of the Railroad, hereinafter referred to as "Railroad Engineer," shall have final authority in all matters affecting the safe maintenance of Railroad traffic, including the adequacy of the foundations and structures supporting the tracks owned by Company and operated by Railroad.

The authorized representative of the North Carolina Department of Transportation, hereinafter referred to as the "Department Engineer," shall have authority over all other matters as prescribed herein including Project Specifications, Special Provisions, and the plans.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on Company's corridor until he has complied with the following conditions:

- (1) Give the Company and Railroad written notice, with copy to the Department Engineer who is designated to be in charge of the work, at least ten (10) days in advance of the date he proposes to begin work on Company's corridor to:

Assistant Chief Engineer – MW&S
Norfolk Southern Corporation
1200 Peachtree Street NE
Internal Box 142
Atlanta, Georgia 30309

Vice President - Engineering
North Carolina Railroad Company
2809 Highwoods Boulevard, Suite 100
Raleigh, North Carolina 27604

- (2) Obtain written approval from the Company and Railroad of Railroad Protective Liability Insurance coverage as required by Section 14 herein. Neither the Railroad

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nor the Company accepts notation of Railroad protective insurance on a certificate of liability insurance form or Binders as Railroad and Company must have the full original countersigned policy. The policies will be reviewed by Railroad and Company for compliance prior to written approval. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for Railroad and Company to review.

- (3) Obtain Railroad's Flagging Services as required by Section 7 herein.
 - (4) Obtain written authorization from the Railroad to begin work on Company's corridor, such authorization to include an outline of specific conditions with which he must comply.
 - (5) Furnish a schedule for all work within the Company corridor as required by Section 7B1 herein.
- B. The Railroad's written authorization to proceed with the work will include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative will be specified.
3. INTERFERENCE WITH RAILROAD OPERATIONS:
- A. 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 Company or Railroad or to poles, wires, and other facilities of licensee on the corridor of the Company. Whenever 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. Any work to be performed by the Contractor which requires flagging service or inspection service (watchman) shall be deferred by the Contractor until the flagging protection or inspection service required by the Railroad is available at the job site.
 - B. Whenever work within Company's corridor is of such a nature that impediment to Railroad operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.
 - C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Company and Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provision is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Department, Company, or Railroad.

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4. TRACK CLEARANCES:

A. The minimum track clearances to be maintained by the Contractor during construction are as follows:

(1) Horizontal clearance measured from centerline of track to falsework:

13'-0" on tangent track
14'-0" on curved track

(2) Vertical clearance from top of rail to falsework: 22'-0"

B. However, before undertaking any work within Company's corridor, or before placing any obstruction over any track, the Contractor shall:

(1) Notify the Railroad Engineer at least 72 hours in advance of the work.

(2) Receive assurance from the Railroad Engineer that arrangements have been made for flagging service as may be necessary.

(3) Receive permission from the Railroad Engineer to proceed with the work.

(4) Ascertain that the Department Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES:

A. General:

Construction work and operations by the Contractor on Company's corridor, tracks, and other facilities shall be:

(1) Subject to the inspection and approval of the Railroad and the Company.

(2) In accord with the Railroad's written outline of specific conditions.

(3) In accord with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection, and personal protective equipment.

(4) In accord with these Special Provisions.

B. Excavation:

The subgrade of an operated track shall be maintained with edge of berm at least 7'-0" from centerline of track and not more than 24 inches below top of rail. The Contractor

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will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.

Additionally, the Railroad Engineer may require the Contractor to install orange construction safety fencing for protection of the work area.

C. Excavation for Structures:

The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting, for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. All plans and calculations for shoring shall be prepared and signed by a North Carolina Registered Professional Engineer (“Professional Engineer”). The Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions. The procedure for doing such work, including need of and plans for shoring, shall first be reviewed by the Department Engineer then reviewed and approved by the Railroad Engineer, with a copy provided to the Company, but such approval shall not relieve the Contractor from liability.

Additionally, a walkway with handrail protection may be required as noted in Section 11 herein.

D. Demolition, Erection, Hoisting:

- (1) Tracks owned by Company and operated by Railroad, other Company corridor or property, or Railroad property must be protected from damage during the procedure.
- (2) The Contractor is required to submit a plan showing the locations of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other railroad facilities as well as wire lines, poles, adjacent structures, etc., must also be shown.
- (3) Crane rating sheets showing cranes to be adequate for 150% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted.
- (4) Plans and computations showing the weight of the picks must be submitted. Calculations shall be made from plans of the existing and/or proposed structure showing complete and sufficient details with supporting data for the demolition or erection of the structure. If plans do not exist, lifting weights must be calculated from filed measurements. The field measurements are to be made under the supervision of the Professional Engineer submitting the procedure and calculations.
- (5) A data sheet must be submitted listing the types, size and arrangements of all rigging and connection equipment.

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- (6) A complete written procedure is to be submitted, including the order of lifts, time required for each lift, and any repositioning or rehitching of the crane or cranes.
- (7) All erection or demolition plans, procedures, data sheets, etc., submitted must be prepared, signed and sealed by a North Carolina Registered Professional Engineer.
- (8) The Railroad Engineer or his designated representative must be present at the site during the entire demolition and erection procedure period.
- (9) All procedures, plans and calculations shall first be reviewed by the Department Engineer and then approved by the Railroad Engineer, with a copy provided to the Company, but such approval does not relieve the Contractor from liability.

E. Blasting:

- (1) The Contractor shall obtain advance approval of the Railroad Engineer and Department Engineer for use of explosives on or adjacent to Company corridor, a copy of which will be provided to Company. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - (a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - (b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - (c) No blasting shall be done without the presence of the Railroad Engineer or his authorized representative. At least 72-hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see Section 2B above) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
 - (d) Have at the job site adequate equipment, labor, and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Company corridor resulting from the blasting as directed by the Railroad Engineer. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.
- (2) The Railroad Engineer will:
 - (a) Determine the approximate location of trains and advise the Contractor the approximate amount of time available for the blasting operation and clean-up.
 - (b) Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these Special Provisions.

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F. Maintenance of Railroad Facilities:

- (1) The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Company's corridor and repair any other damage to the property of the Company or its tenants.
- (2) All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

G. Storage of Materials and Equipment:

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the corridor of the Company without first having obtained permission from the Railroad Engineer and the Company, and such permission will be with the understanding that neither the Company nor Railroad will 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.

All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify, and save Company and Railroad, and any associated, controlled or affiliated corporation, harmless from and against all loss, costs, expenses, attorneys' fees, claim or liability for loss of or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

H. Cleanup:

Upon completion of the work, the Contractor shall remove from within the limits of the Company's corridor, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings of the Contractor, and leave said corridor in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative and satisfactory to the Company's authorized representative. Cleanup also includes removal, replacement, or cleaning of soiled or contaminated ballast in the construction area

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment, and materials caused by Railroad traffic.
- B. Any cost incurred by the Company or Railroad for repairing damages to its corridor or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Company or Railroad by the Contractor.

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7. FLAGGING SERVICES:

A. Requirements:

Flagging services will not be provided until the Contractor's insurance has been reviewed and approved by the Company and Railroad.

Under the terms of the agreement between the Department, Company, and Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's men or equipment are, or are likely to be, working on the Company's corridor, or across, over, adjacent to or under a track, or when such work has disturbed or is likely to disturb a Company structure, Company roadbed, or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

Normally, the Railroad will assign one flagman to a project, but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances which violate instructions given by the Railroad Engineer or performs work that has not been scheduled with the Railroad Engineer, a flagman, or flagmen may be required full time until the project has been completed. Should such violations or unscheduled, unauthorized work by the Contractor result in full time flagging being required by the Railroad, the additional cost of such flagging above normal flagging cost shall be deducted from the final payment to the Contractor as provided in Article 109-9 of the Standard Specifications. Neither the Department, Company, nor Railroad will be liable for damages resulting from unscheduled or unauthorized work.

B. Scheduling and Notification:

- (1) The Contractor's work requiring railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall request Railroad approval of work schedules requiring a flagman presence in excess of 40 hours per week.
- (2) No later than the time that approval is initially requested to begin work on Company corridor, the Contractor shall furnish to the Department, Company, and Railroad a schedule for all work required to complete the portion of the project within Company corridor and arrange for a job site meeting between the Contractor, Department, and Railroad. Flagman or flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
- (3) The Contractor will be required to give the Railroad Engineer at least 10 working days of advance written notice of intent to begin work within Company's corridor in accordance with these Special Provisions. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the

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Railroad Engineer at least 3 working days of advance notice before resuming work on Company's corridor. Such notices shall include sufficient details of the Project Work to enable the Railroad Engineer to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Department Engineer a copy; if notice is given verbally, it shall be confirmed in writing with a copy to the Department Engineer.

- (4) If flagging is required, no work shall be undertaken until the flagman, or flagmen, is present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to labor agreements, it is necessary to give 5 working days' notice before flagging service may be discontinued and responsibility for payment stopped.
- (5) If, after the flagman is assigned to the project site, emergencies arise which require the flagman's presence elsewhere, the Contractor shall delay work on Company's corridor until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Department, Company, or Railroad.

C. Payment:

- (1) The Department will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction. The Contractor shall reimburse the Railroad for any costs of the flagging which is required for work for the benefit of the Contractor.
- (2) The estimated cost of flagging service is the current rate per day based on a 10-hour work day. This cost includes the base pay for each flagman, overhead, and a per diem charge for travel expenses, meals, and lodging. The charge by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
- (3) Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1½ times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime pay at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2½ times the normal rate.
- (4) Railroad work involved in preparing and handling bills will also be charged to the Department. Charges to the Department by the Railroad shall be in accordance with applicable provisions of the Federal-Aid Policy Guide, Title 23 Subchapter B, Part 140I and Subchapter G, Part 646B issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

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D. Verification:

- (1) Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagman or flagmen must be resolved in a timely manner. If need for flagman or flagmen is questioned, please contact Railroad's System Engineer of Public Improvements at (404) 529-1641. All verbal complaints must be confirmed in writing by the Contractor within 5 working days with copy to the Department Engineer. Address all written correspondence to:

Office of Chief Engineer-Bridges & Structures
Attn: System Engineer of Public Improvements
Norfolk Southern Corporation
1200 Peachtree Street, NE
Internal Box 142
Atlanta, Georgia 30309

- (2) The Railroad flagman assigned to the project will be responsible for notifying the Department Engineer upon arrival at the job site on the first day, or as soon thereafter as possible, that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Department Engineer will document such notification and general flagging times for verification purposes in the project records. When requested, the Department Engineer will also sign the flagman's diary showing daily time spent and activity at the project site. Also if requested, the flagman will cooperate with the Department by submitting daily timesheets or signing the Department Engineer's diary showing daily time spent at the project site.

8. HAUL ACROSS RAILROADS:

- A. Where the plans show or imply that materials of any nature must be hauled across a railroad track, unless the plans clearly show that the Department has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the railroad track. The Contractor will be required to bear all costs incidental, including flagging, to such crossings whether services are performed by his own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the railroad tracks of the Company unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, all at the expense of the Contractor, must first obtain a temporary private crossing agreement from the Railroad Engineer and the Company. The approval process for a temporary private crossing agreement executed between the Contractor, Railroad, and Company normally takes 90 days.

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9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans and included in the force account agreement between the Department, Company, and Railroad; or will be covered by appropriate revisions to same which will be initiated and approved by the Department, Company, and/or Railroad.
- B. Should the Contractor desire any changes in addition to the above, he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or licensees of Company. In arranging his schedule, he shall ascertain from the Railroad the lead time required for assembling crews and materials and shall make due allowance therefore. The Contractor shall cooperate with others in the construction of the project to the end that all work may be accomplished to the best advantage.
- B. No charge or claims of the Contractor against the Department, Company, or Railroad will be allowed for hindrance or delay on account of railroad traffic, any work done by the Railroad, or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these Special Provisions.
- C. The Contractor's attention is called to the fact that neither the Department, Company, nor Railroad 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, Company, or Railroad for any inconvenience, delay, or additional cost incurred by him on account of such operations by others.

11. TRAINMAN'S WALKWAYS:

Along the outer side of each exterior track of multiple operated tracks, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10' from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed.

12. GUIDELINES FOR PERSONNEL ON COMPANY'S CORRIDOR:

- A. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back, and abdomen.

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Working in tennis or jogging shoes, sandals, boots with high heels, and cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots, or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended to wear reflective vests.

- B. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- C. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- D. No one is allowed to cross tracks without specific authorization from the flagman.
- E. All welders and cutting torches working within 25' of track must stop when train is passing.
- F. No steel tape or chain will be allowed to cross or touch rails without permission.

13. GUIDELINES FOR EQUIPMENT ON COMPANY'S CORRIDOR:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad Engineer and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing, including pile driving.
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors, or any equipment will not touch ballast line without specific permission from railroad official and flagman.
- I. No equipment or load movement within 25' or above a standing train or railroad equipment without specific authorization of the flagman.

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- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- K. All equipment, loads, and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Company's corridor unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Company's corridor shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

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14. INSURANCE:

A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to provide coverage conforming to the requirements of the Federal-Aid Policy Guide outlined under Title 23 Subchapter G, Part 646A for all work to be performed on Company's corridor by carrying insurance of the following kinds and amounts:

- (1) **Commercial General Liability Insurance** having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost, and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Company and Railroad specified in Section 14A2(c) below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.
- (2) **Railroad Protective Liability Insurance** having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policies shall provide coverage for all loss, damage, or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- (a) The insurer must be rated A- or better by A.M. Best Company, Inc.
- (b) The policies must be written using one of the following combinations of Insurance Services Office (ISO) Railroad Protective Liability Insurance Form Numbers:
 - (1) CG 00 35 01 96 and CG 28 31 10 93; or
 - (2) CG 00 35 07 98 and CG 28 31 07 98; or
 - (3) CG 00 35 10 01; or
 - (4) CG 00 35 12 04.
- (c) The named insured on each policy as required to be issued to each Company and to Railroad shall read: (NOTE: The below insured is to be treated separately as an insured on each railroad protective policy for a total of (2) two separate policies being issued.)

North Carolina Railroad Company
2809 Highwoods Boulevard, Suite 100
Raleigh, North Carolina 27604-1000
ATTN: Property Department; and

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Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191
ATTN: Risk Management

- (d) The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Department project and contract identification numbers.

The Description and Designation shall read as follows (*choosing the appropriate descriptive phrases applicable to the specific project*):

Construction of new overhead bridge on Sugar Creek Road (SR 2975) over the tracks by North Carolina Railroad Company and operated by Norfolk Southern Railway Company, along with utilities, in Mecklenburg County, North Carolina, identified as State TIP U-5008 and Federal Project FRA-FR-HSR-0033-11-01-00.

- (e) The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number.

NOTE: Do not include any references to milepost on the insurance policy.

- (f) The name and address of the prime contractor must appear on the Declarations.
- (g) The name and address of the Department must be identified on the Declarations as the “Involved Governmental Authority or Other Contracting Party.”

- (h) Other endorsements/forms that will be accepted are:

- (1) Broad Form Nuclear Exclusion – Form IL 00 21;
- (2) 30-day Advance Notice of Non-renewal or cancellation;
- (3) 60-day written notice to the Department prior to cancellation or change; and/or
- (4) Quick Reference or Index Form CL/IL 240.

- (i) Endorsements/forms that are **NOT** acceptable are:

- (1) Any Pollution Exclusion Endorsement except CG 28 31;
- (2) Any Punitive or Exemplary Damages Exclusion;
- (3) Known injury or Damage Exclusion form CG 00 59;
- (4) Any Common Policy Conditions form; and/or
- (5) Any other endorsement/form not specifically authorized in Section 14A2(h) above.

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- B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in Section 14A1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Company's corridor. As an alternative, the Prime Contractor may provide insurance for the subcontractor by means of separate and individual policies.
- C. Prior to entry on Company's corridor, the original and one duplicate copy of the Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Company and Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Department, Company, and Railroad at the addresses below, and one certified copy of the Prime Contractor and any Subcontractor's policy is to be forwarded to the Department for its review and transmittal to the Company and Railroad. All policies and certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to the Department, Company, and Railroad. The Railroad will not permit any work on Company's corridor until the Company and Railroad has reviewed and approved the evidence of insurance required herein.

DEPARTMENT:

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

RAILROAD:

Risk Management
Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191

COMPANY:

North Carolina Railroad Company
2809 Highwoods Boulevard, Suite 100
Raleigh, North Carolina 27604
ATTN: Property Department

- D. The insurance required herein shall in no way serve to limit the liability of Department or its Contractors under the terms of this agreement.
- E. The insurance amounts specified are minimum amounts and 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, the Contractor shall immediately notify the Department 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, the 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, Company, and Railroad as to form and amount prior to beginning work on Company's corridor.

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F. All insurance herein before specified shall be carried until the final inspection and acceptance of the project by the Department, Company and Railroad, or acceptance of that portion of the project within Company's corridor. At this point, no work or any other activities by the Contractor shall take place in Company's corridor without written permission from the Department, Company, and Railroad.

15. FAILURE TO COMPLY:

A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:

- (1) The Railroad Engineer may require that the Contractor vacate Company's corridor; and
- (2) The Department Engineer may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Department Engineer and Railroad Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any extra cost incurred on account of compliance with these Special Provisions. All such cost shall be included in the various prices bid to perform the work.

17. COMPLETION AND ACCEPTANCE:

Upon completion of the work, the Contractor shall remove from within the limits of the Company's corridor all machinery, equipment, surplus materials, rubbish, or temporary buildings of the Contractor, and leave said corridor 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, Company, and Railroad, the Department will be notified of the Railroad's acceptance in writing by the Railroad's Chief Engineer or his authorized representative within ten (10) days or as soon thereafter as practicable.

RAILROAD SITE DATA

The following information is provided as a convenience to the Contractor. This information is subject to change and the Contractor should contact the Railroad to verify the accuracy. Since this information is shown as a convenience to the Contractor but is subject to change, the Contractor shall have no claims whatsoever against either the Railroad or the Department of Transportation for any delays or additional costs incurred based on changes in this information.

Number of Tracks	–	2 Main Tracks
Number of Trains per day	–	34
Type of Trains per day	–	8 Passenger and 26 Freight
Maximum speed of Trains	–	79 MPH

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum	L.S.	
0003	0015000000-N	205	SEALING ABANDONED WELLS	1 EA		
0004	0036000000-E	225	UNDERCUT EXCAVATION	7,500 CY		
0005	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUB- BING	1 ACR		
0006	0063000000-N	SP	GRADING	Lump Sum	L.S.	
0007	0106000000-E	230	BORROW EXCAVATION	62,000 CY		
0008	0127000000-N	SP	EMBANKMENT SETTLEMENT GAUGES	5 EA		
0009	0195000000-E	265	SELECT GRANULAR MATERIAL	1,200 CY		
0010	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	9,000 SY		
0011	0234000000-E	SP	GENERIC GRADING ITEM LIGHTWEIGHT AGGREGATE	1,830 CY		
0012	0241000000-E	SP	GENERIC GRADING ITEM GEOTEXTILE FOR LIGHTWEIGHT AGGREGATE	3,450 SY		
0013	0255000000-E	SP	GENERIC GRADING ITEM HAULING & DISPOSAL OF PETROLE- UM CONTAMINATED SOIL	356 TON		
0014	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	780 TON		
0015	0320000000-E	300	FOUNDATION CONDITIONING GEO- TEXTILE	2,700 SY		
0016	0335200000-E	305	15" DRAINAGE PIPE	2,224 LF		
0017	0335300000-E	305	18" DRAINAGE PIPE	952 LF		
0018	0335400000-E	305	24" DRAINAGE PIPE	572 LF		

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0019	0335500000-E	305	30" DRAINAGE PIPE	36		LF
0020	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	644		LF
0021	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	40		LF
0022	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	132		LF
0023	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	36		LF
0024	0986000000-E	SP	GENERIC PIPE ITEM 15" DUCTILE IRON PIPE	72		LF
0025	0986000000-E	SP	GENERIC PIPE ITEM 24" DUCTILE IRON PIPE	200		LF
0026	0986000000-E	SP	GENERIC PIPE ITEM 36" DUCTILE IRON PIPE	468		LF
0027	0995000000-E	340	PIPE REMOVAL	1,284		LF
0028	1099500000-E	505	SHALLOW UNDERCUT	2,150		CY
0029	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	4,900		TON
0030	1121000000-E	520	AGGREGATE BASE COURSE	5,200		TON
0031	1220000000-E	545	INCIDENTAL STONE BASE	2,100		TON
0032	1297000000-E	607	MILLING ASPHALT PAVEMENT, ***** DEPTH (1-1/2")	9,280		SY
0033	1308000000-E	607	MILLING ASPHALT PAVEMENT, ***** TO ***** (0" TO 1-1/2")	350		SY
0034	1330000000-E	607	INCIDENTAL MILLING	650		SY
0035	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	3,050		TON
0036	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	2,320		TON

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0037	1498000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	1,970 TON		
0038	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	2,320 TON		
0039	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	2,070 TON		
0040	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	3,380 TON		
0041	1525000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE SF9.5A	730 TON		
0042	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	815 TON		
0043	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	1,320 TON		
0044	2022000000-E	815	SUBDRAIN EXCAVATION	224 CY		
0045	2033000000-E	815	SUBDRAIN FINE AGGREGATE	168 CY		
0046	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	1,000 LF		
0047	2070000000-N	815	SUBDRAIN PIPE OUTLET	2 EA		
0048	2077000000-E	815	6" OUTLET PIPE	12 LF		
0049	2275000000-E	SP	FLOWABLE FILL	65.5 CY		
0050	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	90 EA		
0051	2297000000-E	840	MASONRY DRAINAGE STRUCTURES	21.205 CY		
0052	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	64.1 LF		
0053	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	17 EA		
0054	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	1 EA		

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0055	2367000000-N	840	FRAME WITH TWO GRATES, STD 840.29	3 EA		
0056	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	24 EA		
0057	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	15 EA		
0058	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	18 EA		
0059	2396000000-N	840	FRAME WITH COVER, STD 840.54	11 EA		
0060	2473000000-N	SP	GENERIC DRAINAGE ITEM PRECAST DRAINAGE STRUCTURE WITH BOOTS	11 EA		
0061	2535000000-E	846	***X *** CONCRETE CURB (13" X 6')	360 LF		
0062	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	9,780 LF		
0063	2591000000-E	848	4" CONCRETE SIDEWALK	8,940 SY		
0064	2605000000-N	848	CONCRETE CURB RAMP	36 EA		
0065	2612000000-E	848	6" CONCRETE DRIVEWAY	590 SY		
0066	2647000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (SURFACE MOUNTED)	620 SY		
0067	2815000000-N	858	ADJUSTMENT OF DROP INLETS	1 EA		
0068	2830000000-N	858	ADJUSTMENT OF MANHOLES	3 EA		
0069	3270000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350	1 EA		
0070	3360000000-E	863	REMOVE EXISTING GUARDRAIL	445 LF		
0071	3572000000-E	867	CHAIN LINK FENCE RESET	355 LF		

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0072	3578000000-N	SP	GENERIC FENCING ITEM STEEL PIPE GATE	1 EA		
0073	3649000000-E	876	RIP RAP, CLASS B	1 TON		
0074	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	905 SY		
0075	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	568 LF		
0076	4102000000-N	904	SIGN ERECTION, TYPE E	54 EA		
0077	4116100000-N	904	SIGN ERECTION, RELOCATE, TYPE **** (GROUND MOUNTED) (E)	1 EA		
0078	4116100000-N	904	SIGN ERECTION, RELOCATE, TYPE **** (GROUND MOUNTED) (F)	1 EA		
0079	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U- CHANNEL	39 EA		
0080	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	958 SF		
0081	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	384 SF		
0082	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	522 SF		
0083	4415000000-N	1115	FLASHING ARROW BOARD	2 EA		
0084	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	2 EA		
0085	4422000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)	60 DAY		
0086	4430000000-N	1130	DRUMS	150 EA		
0087	4435000000-N	1135	CONES	80 EA		
0088	4445000000-E	1145	BARRICADES (TYPE III)	504 LF		
0089	4450000000-N	1150	FLAGGER	240 HR		

County : Mecklenburg

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0090	4480000000-N	1165	TMA	2	EA	
0091	4510000000-N	SP	LAW ENFORCEMENT	480	HR	
0092	4516000000-N	1180	SKINNY DRUM	80	EA	
0093	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	38	EA	
0094	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	2,805	LF	
0095	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	14,637	LF	
0096	4690000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (6", 120 MILS)	4,677	LF	
0097	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	689	LF	
0098	4697000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 120 MILS)	3,923	LF	
0099	4710000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	470	LF	
0100	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	75	EA	
0101	4770000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (II)	2,171	LF	
0102	4775000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (6") (II)	1,748	LF	
0103	4805000000-N	1205	COLD APPLIED PLASTIC PAVEMENT MARKING SYMBOL, TYPE ** (II)	8	EA	
0104	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	7,910	LF	
0105	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	279	LF	

County : Mecklenburg

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0106	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	45 LF		
0107	4840000000-N	1205	PAINT PAVEMENT MARKING CHARAC- TER	8 EA		
0108	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	8 EA		
0109	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	263 EA		
0110	5205000000-E	1410	** #8 W/G FEEDER CIRCUIT IN *****" CONDUIT (2, 1.5)	300 LF		
0111	5252000000-N	1412	UNDERPASS LUMINARIES ***** (TYPE PM)	10 EA		
0112	5252000000-N	1412	UNDERPASS LUMINARIES ***** (TYPE WM)	26 EA		
0113	5260000000-N	SP	GENERIC LIGHTING ITEM CONDUIT SYSTEM & CIRCUITRY FOR UPL	Lump Sum	L.S.	
0114	5270000000-N	SP	GENERIC LIGHTING ITEM ELECTRICAL JUNCTION BOXES PC30	2 EA		
0115	5270000000-N	SP	GENERIC LIGHTING ITEM LIGHTING CONTROL SYSTEM	2 EA		
0116	5325600000-E	1510	6" WATER LINE	310 LF		
0117	5325800000-E	1510	8" WATER LINE	3,845 LF		
0118	5326200000-E	1510	12" WATER LINE	300 LF		
0119	5540000000-E	1515	6" VALVE	6 EA		
0120	5546000000-E	1515	8" VALVE	12 EA		
0121	5558000000-E	1515	12" VALVE	6 EA		
0122	5571800000-E	1515	8" TAPPING VALVE	1 EA		
0123	5589100000-E	1515	1" AIR RELEASE VALVE	6 EA		

County : Mecklenburg

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0124	5606000000-E	1515	2" BLOW OFF	1	EA	
0125	5643000000-E	1515	*** WATER METER (1")	6	EA	
0126	5643200000-E	1515	2" WATER METER	4	EA	
0127	5649000000-N	1515	RECONNECT WATER METER	3	EA	
0128	5656200000-E	1515	2" RPZ BACKFLOW PREVENTION ASSEMBLY	3	EA	
0129	5666000000-E	1515	FIRE HYDRANT	4	EA	
0130	5672000000-N	1515	RELOCATE FIRE HYDRANT	1	EA	
0131	5691300000-E	1520	8" SANITARY GRAVITY SEWER	457	LF	
0132	5691500000-E	1520	12" SANITARY GRAVITY SEWER	2,620	LF	
0133	5768000000-N	1520	SANITARY SEWER CLEAN-OUT	11	EA	
0134	5775000000-E	1525	4' DIA UTILITY MANHOLE	28	EA	
0135	5781000000-E	1525	UTILITY MANHOLE WALL, 4' DIA	164	LF	
0136	5836000000-E	1540	24" ENCASMENT PIPE	100	LF	
0137	5872200000-E	1550	TRENCHLESS INSTALLATION OF 24" IN SOIL	50	LF	
0138	5872210000-E	1550	TRENCHLESS INSTALLATION OF 24" NOT IN SOIL	50	LF	
0139	5882000000-N	SP	GENERIC UTILITY ITEM 12" GASOLINE RESISTANT GASKET	20	EA	
0140	5882000000-N	SP	GENERIC UTILITY ITEM 6" GASOLINE RESISTANT GASKET	10	EA	
0141	5882000000-N	SP	GENERIC UTILITY ITEM 8" GASOLINE RESISTANT GASKET	30	EA	

County : Mecklenburg

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0142	5882000000-N	SP	GENERIC UTILITY ITEM 8" SANITARY GRAVITY SEWER - PIPE POINT REPAIR	5 EA		
0143	5882000000-N	SP	GENERIC UTILITY ITEM 8" SANITARY GRAVITY SEWER - TAP REPAIR	8 EA		
0144	5882000000-N	SP	GENERIC UTILITY ITEM REMOVE & REPLACE MANHOLE RING & COVER	2 EA		
0145	5882000000-N	SP	GENERIC UTILITY ITEM REMOVE SANITARY SEWER MANHOLE	14 EA		
0146	5888000000-E	SP	GENERIC UTILITY ITEM REMOVE 12" UTILITY PIPE	1,905 LF		
0147	5888000000-E	SP	GENERIC UTILITY ITEM REMOVE 6" UTILITY PIPE	1,150 LF		
0148	5888000000-E	SP	GENERIC UTILITY ITEM REMOVE 8" UTILITY PIPE	3,335 LF		
0149	6000000000-E	1605	TEMPORARY SILT FENCE	15,400 LF		
0150	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	945 TON		
0151	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	805 TON		
0152	6012000000-E	1610	SEDIMENT CONTROL STONE	1,555 TON		
0153	6015000000-E	1615	TEMPORARY MULCHING	6.5 ACR		
0154	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	200 LB		
0155	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	0.75 TON		
0156	6024000000-E	1622	TEMPORARY SLOPE DRAINS	250 LF		
0157	6029000000-E	SP	SAFETY FENCE	100 LF		
0158	6030000000-E	1630	SILT EXCAVATION	1,270 CY		

County : Mecklenburg

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0159	6036000000-E	1631	MATTING FOR EROSION CONTROL	5,000	SY	
0160	6042000000-E	1632	1/4" HARDWARE CLOTH	4,100	LF	
0161	6071030000-E	1640	COIR FIBER BAFFLE	550	LF	
0162	6084000000-E	1660	SEEDING & MULCHING	5	ACR	
0163	6087000000-E	1660	MOWING	3	ACR	
0164	6090000000-E	1661	SEED FOR REPAIR SEEDING	100	LB	
0165	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25	TON	
0166	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	250	LB	
0167	6108000000-E	1665	FERTILIZER TOPDRESSING	7.25	TON	
0168	6114500000-N	1667	SPECIALIZED HAND MOWING	30	MHR	
0169	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	25	EA	
0170	6132000000-N	SP	GENERIC EROSION CONTROL ITEM CONCRETE WASHOUT STRUCTURE	10	EA	

WALL ITEMS

0171	8801000000-E	SP	MSE RETAINING WALL NO **** (1)	8,695	SF	
0172	8801000000-E	SP	MSE RETAINING WALL NO **** (2)	1,810	SF	
0173	8801000000-E	SP	MSE RETAINING WALL NO **** (3)	7,745	SF	
0174	8839000000-E	SP	GENERIC RETAINING WALL ITEM 1 1/2" GALV STEEL PIPE RAIL	119.79	LF	
0175	8839000000-E	SP	GENERIC RETAINING WALL ITEM 1'-2" X 2'-6" CONC PARAPET W/ MOMENT SLAB	1,003.63	LF	

County : Mecklenburg

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0176	8847000000-E	SP	GENERIC RETAINING WALL ITEM ANTI-GRAFFITI COATING	18,250 SF		

STRUCTURE ITEMS						

0177	8070000000-E	410	FOUNDATION EXCAVATION	45 CY		

0178	8105560000-E	411	4'-0" DIA DRILLED PIERS IN SOIL	779 LF		

0179	8105660000-E	411	4'-0" DIA DRILLED PIERS NOT IN SOIL	429 LF		

0180	8111600000-E	411	PERMANENT STEEL CASING FOR 4'-0" DIA DRILLED PIER	52 LF		

0181	8112730000-N	450	PDA TESTING	4 EA		

0182	8113000000-N	411	SID INSPECTIONS	6 EA		

0183	8114000000-N	411	SPT TESTING	6 EA		

0184	8115000000-N	411	CSL TESTING	6 EA		

0185	8147000000-E	420	REINFORCED CONCRETE DECK SLAB	59,971 SF		

0186	8161000000-E	420	GROOVING BRIDGE FLOORS	44,413 SF		

0187	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	802.1 CY		

0188	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (20+45.05 -L-)	Lump Sum	L.S.	

0189	8217000000-E	425	REINFORCING STEEL (BRIDGE)	242,271 LB		

0190	8238000000-E	425	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	45,075 LB		

0191	8277000000-E	430	MODIFIED 72" PRESTRESSED CONC GIRDERS	6,699.7 LF		

County : Mecklenburg

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0192	8355000000-E	450	HP ***X*** STEEL PILES (14X89)	1,195 LF		
0193	8391000000-N	450	STEEL PILE POINTS	23 EA		
0194	8475000000-E	460	TWO BAR METAL RAIL	2,718.3 LF		
0195	8517000000-E	460	1'-***X ***** CONCRETE PARA- PET (1'-2" X 2'-6")	1,687.2 LF		
0196	8524000000-E	SP	*** CHAIN LINK FENCE (72")	470 LF		
0197	8531000000-E	462	4" SLOPE PROTECTION	65 SY		
0198	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum	L.S.	
0199	8706000000-N	SP	EXPANSION JOINT SEALS	Lump Sum	L.S.	
0200	8727000000-N	SP	ELECTRICAL CONDUIT SYSTEM FOR SIGNALS AT STA***** (20+45.05 -L-)	Lump Sum	L.S.	
0201	8860000000-N	SP	GENERIC STRUCTURE ITEM ARCHITECTURAL CONC SURFACE TREATMENT	Lump Sum	L.S.	
0202	8860000000-N	SP	GENERIC STRUCTURE ITEM ELECTRICAL CONDUIT SYSTEM AT STA 20+45.05 -L-	Lump Sum	L.S.	

1501/Jul15/Q695524.275/D894538890000/E202

Total Amount Of Bid For Entire Project :

Vendor 1 of 6: BLYTHE DEVELOPMENT CO. (3740)
Call Order 007 (Proposal: C203585)

Bid Information

Proposal County: MECKLENBURG	Bid Checksum: DDD9CCCC
Vendor Address: 1415 E. Westinghouse Blvd. Charlotte , North Carolina , 28273	Bid Total: \$16,939,090.37
Signature Check: L.JACK_BLYTHE_3740	Items Total: \$16,939,090.37
Time Bid Received: August 18, 2015 01:38 PM	Time Total: \$0.00
Amendment Count: 0	

Bidding Errors:

None.

DBE Goal Set 12.0%

DBE Goal Met 12.0%

Vendor 1 of 6: BLYTHE DEVELOPMENT CO. (3740)
Call Order 007 (Proposal: C203585)

Bid Bond Information

Projects:	Bond Maximum:
Counties:	State of Incorporation:
Bond ID: SNC15168002	Agency Execution Date: 8/14/2015 3
Paid by Check: No	Surety Name: surety2000
Bond Percent: 5%	Bond Agency Name: Liberty Mutual Insurance Company

Bidder 3 of 6

Vendor 3740's Bid Information for Call 007, Letting L150818, 08/18/15

Blythe Development Co. (3740)
 Call Order 007 (Proposal ID C203585)

LIST OF DBE PARTICIPANTS

VENDOR NUMBER	DBE NAME ADDRESS	WORK CODE TYPE OF WORK	CERT TYPE AMOUNT	
2759 WB	SUPERIOR SEEDING, INC. POST OFFICE BOX 12642 , GASTONIA, NC 280520010		Sub 42,100.00	Committed
7138 MB	EXPRESS LOGISTICS SERVICES, INC P.O. BOX 19761 , CHARLOTTE, NC 28219		Sub 127,485.84	Committed
2976 WB	CAROLINA ENVIRONMENTAL CONTRACT POST OFFICE BOX 1905 , MT. AIRY, NC 27030		Sub 53,300.00	Committed
8233 WB	GROUND EFFECTS INC P.O. BOX 2440 , MATTHEWS, NC 28106		Sub 79,619.66	Committed
3553 MB	DRIGGERS ELECTRIC & CONTROL CO 634 PHILLIP DAVIS DRIVE , CHARLOTTE, NC 28217		Sub 329,132.00	Committed
4729 WB	THERESA'S CONCRETE SERVICE, INC PO BOX 1513 , SALISBURY, NC 28145		Sub 419,640.00	Committed
7138 MB	EXPRESS LOGISTICS SERVICES, INC P.O. BOX 19761 , CHARLOTTE, NC 28219		Sub 480,382.50	Committed
4761 WB	TRAFFIC CONTROL SAFETY SERVICES POST OFFICE BOX 24511 , WINSTON-SALEM, NC 27114		Sub 21,557.14	Committed
4898 WB	BULLINGTON CONSTRUCTION INC 417 FOXGLOVE LANE , INDIAN TRAIL, NC 28079		Sub 27,564.26	Committed
3230 WB	HIATT & MASON ENTERPRISES INC POST OFFICE BOX 1378 , MOUNT AIRY, NC 27030		Sub 124,271.91	Committed
3145 WB	WATTS BARRIER WALLS 55 MUSCADINE LANE , MOUNTVILLE, SC 29370		Sub 67,488.00	Committed
15443WB	ACE STEEL OF NORTH CAROLINA LLC P.O. BOX 296 , MT AIRY, NC 27030		Sub 264,966.37	Committed

TOTAL: \$2,037,507.68
 12.03%

Vendor 3740's Bid Information for Call 007, Letting L150818, 08/18/15

Blythe Development Co. (3740)
 Call Order 007 (Proposal ID C203585)

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

Bidder 1 of 6

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

The Award Limits shall apply to the following projects:

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

Bid Bond Data Info - Contractor Responses:

=====

BondID: SNC15168002
 Surety Registry Agency: surety2000
 Verified?: Yes
 Surety Agency: Liberty Mutual Insurance Company
 Bond Execution Date: 8/14/2015 3
 Bond Amount: \$846,954.52 (Five Percent of Bid)

Contract ID: C203585

Project(s): FR-HSR-0033-11-01-00

Letting Date: 08-18-15 Call Order: 007

Bidder: 3740 - Blythe Development Co.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Cts
Section 0001 ROADWAY ITEMS				
Alt Group				
0001	0000100000-N MOBILIZATION	LUMP	LUMP	943,000.00
0002	0000400000-N CONSTRUCTION SURVEYING	LUMP	LUMP	85,000.00
0003	0015000000-N SEALING ABANDONED WELLS	1.000 EA	2,500.00000	2,500.00
0004	0036000000-E UNDERCUT EXCAVATION	7,500.000 CY	21.00000	157,500.00
0005	0050000000-E SUPPLEMENTARY CLEARING & GRUB-BING	1.000 ACR	500.00000	500.00
0006	0063000000-N GRADING	LUMP	LUMP	1,082,000.00
0007	0106000000-E BORROW EXCAVATION	62,000.000 CY	12.50000	775,000.00
0008	0127000000-N EMBANKMENT SETTLEMENT GAUGES	5.000 EA	675.00000	3,375.00
0009	0195000000-E SELECT GRANULAR MATERIAL	1,200.000 CY	29.00000	34,800.00
0010	0196000000-E GEOTEXTILE FOR SOIL STABILIZATION	9,000.000 SY	1.75000	15,750.00
0011	0234000000-E GENERIC GRADING ITEM LIGHTWEIGHT AGGREGATE	1,830.000 CY	65.00000	118,950.00

State of NC
Dept of Transportation

Date: 07-20-15
Revised:

Contract ID: C203585

Project(s): FR-HSR-0033-11-01-00

Letting Date: 08-18-15 Call Order: 007

Bidder: 3740 - Blythe Development Co.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Cts
0012	0241000000-E GENERIC GRADING ITEM GEOTEXTILE FOR LIGHTWEIGHT AGGREGATE	3,450.000 SY	3.00000	10,350.00
0013	0255000000-E GENERIC GRADING ITEM HAULING & DISPOSAL OF PETROLE-UM CONTAMINATED SOIL	356.000 TON	60.00000	21,360.00
0014	0318000000-E FOUNDATION CONDITIONING MATE-RIAL, MINOR STRUCTURES	780.000 TON	39.00000	30,420.00
0015	0320000000-E FOUNDATION CONDITIONING GEO-TEXTILE	2,700.000 SY	1.75000	4,725.00
0016	0335200000-E 15" DRAINAGE PIPE	2,224.000 LF	45.00000	100,080.00
0017	0335300000-E 18" DRAINAGE PIPE	952.000 LF	48.00000	45,696.00
0018	0335400000-E 24" DRAINAGE PIPE	572.000 LF	56.00000	32,032.00
0019	0335500000-E 30" DRAINAGE PIPE	36.000 LF	82.00000	2,952.00
0020	0448200000-E 15" RC PIPE CULVERTS, CLASS IV	644.000 LF	51.00000	32,844.00
0021	0448300000-E 18" RC PIPE CULVERTS, CLASS IV	40.000 LF	52.00000	2,080.00
0022	0448400000-E 24" RC PIPE CULVERTS, CLASS IV	132.000 LF	63.00000	8,316.00

State of NC
Dept of Transportation

Date: 07-20-15
Revised:

Contract ID: C203585

Project(s): FR-HSR-0033-11-01-00

Letting Date: 08-18-15 Call Order: 007

Bidder: 3740 - Blythe Development Co.

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0023	0448500000-E 30" RC PIPE CULVERTS, CLASS IV LF	36.000	81.00000		2,916.00	
0024	0986000000-E GENERIC PIPE ITEM 15" DUCTILE IRON PIPE LF	72.000	115.00000		8,280.00	
0025	0986000000-E GENERIC PIPE ITEM 24" DUCTILE IRON PIPE LF	200.000	158.00000		31,600.00	
0026	0986000000-E GENERIC PIPE ITEM 36" DUCTILE IRON PIPE LF	468.000	270.00000		126,360.00	
0027	0995000000-E PIPE REMOVAL LF	1,284.000	21.00000		26,964.00	
0028	1099500000-E SHALLOW UNDERCUT CY	2,150.000	13.00000		27,950.00	
0029	1099700000-E CLASS IV SUBGRADE STABILIZA- TION TON	4,900.000	19.00000		93,100.00	
0030	1121000000-E AGGREGATE BASE COURSE TON	5,200.000	28.00000		145,600.00	
0031	1220000000-E INCIDENTAL STONE BASE TON	2,100.000	30.00000		63,000.00	
0032	1297000000-E MILLING ASPHALT PAVEMENT, ***"DEPTH (1-1/2") SY	9,280.000	2.75000		25,520.00	
0033	1308000000-E MILLING ASPHALT PAVEMENT, ***"TO *****" (0" TO 1-1/2") SY	350.000	10.00000		3,500.00	
0034	1330000000-E INCIDENTAL MILLING SY	650.000	10.00000		6,500.00	

State of NC
Dept of Transportation

Date: 07-20-15
Revised:

Contract ID: C203585

Project(s): FR-HSR-0033-11-01-00

Letting Date: 08-18-15 Call Order: 007

Bidder: 3740 - Blythe Development Co.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0035	1489000000-E ASPHALT CONC BASE COURSE, TYPE B25.0B	3,050.000 TON	57.00000	173,850.00
0036	1491000000-E ASPHALT CONC BASE COURSE, TYPE B25.0C	2,320.000 TON	57.00000	132,240.00
0037	1498000000-E ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	1,970.000 TON	57.00000	112,290.00
0038	1503000000-E ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	2,320.000 TON	57.00000	132,240.00
0039	1519000000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5B	2,070.000 TON	57.00000	117,990.00
0040	1523000000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5C	3,380.000 TON	57.00000	192,660.00
0041	1525000000-E ASPHALT CONC SURFACE COURSE, TYPE SF9.5A	730.000 TON	57.00000	41,610.00
0042	1575000000-E ASPHALT BINDER FOR PLANT MIX	815.000 TON	530.00000	431,950.00
0043	1693000000-E ASPHALT PLANT MIX, PAVEMENT REPAIR	1,320.000 TON	110.00000	145,200.00
0044	2022000000-E SUBDRAIN EXCAVATION	224.000 CY	25.00000	5,600.00
0045	2033000000-E SUBDRAIN FINE AGGREGATE	168.000 CY	60.00000	10,080.00
0046	2044000000-E 6" PERFORATED SUBDRAIN PIPE	1,000.000 LF	7.50000	7,500.00

State of NC
Dept of Transportation

Date: 07-20-15
Revised:

Contract ID: C203585

Project(s): FR-HSR-0033-11-01-00

Letting Date: 08-18-15 Call Order: 007

Bidder: 3740 - Blythe Development Co.

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0047	2070000000-N SUBDRAIN PIPE OUTLET	2.000 EA	200.00000		400.00	
0048	2077000000-E 6" OUTLET PIPE	12.000 LF	30.00000		360.00	
0049	2275000000-E FLOWABLE FILL	65.500 CY	210.00000		13,755.00	
0050	2286000000-N MASONRY DRAINAGE STRUCTURES	90.000 EA	1,500.00000		135,000.00	
0051	2297000000-E MASONRY DRAINAGE STRUCTURES	21.205 CY	1,650.00000		34,988.25	
0052	2308000000-E MASONRY DRAINAGE STRUCTURES	64.100 LF	285.00000		18,268.50	
0053	2364000000-N FRAME WITH TWO GRATES, STD 840.16	17.000 EA	540.00000		9,180.00	
0054	2366000000-N FRAME WITH TWO GRATES, STD 840.24	1.000 EA	485.00000		485.00	
0055	2367000000-N FRAME WITH TWO GRATES, STD 840.29	3.000 EA	500.00000		1,500.00	
0056	2374000000-N FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	24.000 EA	600.00000		14,400.00	
0057	2374000000-N FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	15.000 EA	625.00000		9,375.00	
0058	2374000000-N FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	18.000 EA	625.00000		11,250.00	

State of NC
Dept of Transportation

Date: 07-20-15
Revised:

Contract ID: C203585

Project(s): FR-HSR-0033-11-01-00

Letting Date: 08-18-15 Call Order: 007

Bidder: 3740 - Blythe Development Co.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Cts
0059	2396000000-N FRAME WITH COVER, STD 840.54	11.000 EA	465.56000	5,121.16
0060	2473000000-N GENERIC DRAINAGE ITEM PRECAST DRAINAGE STRUCTURE WITH BOOTS	11.000 EA	4,300.00000	47,300.00
0061	2535000000-E ***X*** CONCRETE CURB (13" X 6')	360.000 LF	17.00000	6,120.00
0062	2549000000-E 2'-6" CONCRETE CURB & GUTTER	9,780.000 LF	15.00000	146,700.00
0063	2591000000-E 4" CONCRETE SIDEWALK	8,940.000 SY	37.50000	335,250.00
0064	2605000000-N CONCRETE CURB RAMP	36.000 EA	1,700.00000	61,200.00
0065	2612000000-E 6" CONCRETE DRIVEWAY	590.000 SY	52.00000	30,680.00
0066	2647000000-E 5" MONOLITHIC CONCRETE ISLANDS (SURFACE MOUNTED)	620.000 SY	52.00000	32,240.00
0067	2815000000-N ADJUSTMENT OF DROP INLETS	1.000 EA	450.00000	450.00
0068	2830000000-N ADJUSTMENT OF MANHOLES	3.000 EA	700.00000	2,100.00
0069	3270000000-N GUARDRAIL ANCHOR UNITS, TYPE 350	1.000 EA	3,750.00000	3,750.00

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			Dollars	Cts	Dollars	Ct
0070	3360000000-E REMOVE EXISTING GUARDRAIL	445.000 LF	2.760000		1,228.20	
0071	3572000000-E CHAIN LINK FENCE RESET	355.000 LF	16.500000		5,857.50	
0072	3578000000-N GENERIC FENCING ITEM STEEL PIPE GATE	1.000 EA	5,300.000000		5,300.00	
0073	3649000000-E RIP RAP, CLASS B	1.000 TON	122.000000		122.00	
0074	3656000000-E GEOTEXTILE FOR DRAINAGE	905.000 SY	2.500000		2,262.50	
0075	4072000000-E SUPPORTS, 3-LB STEEL U-CHANNEL	568.000 LF	5.500000		3,124.00	
0076	4102000000-N SIGN ERECTION, TYPE E	54.000 EA	52.000000		2,808.00	
0077	4116100000-N SIGN ERECTION, RELOCATE, TYPE ***** (GROUND MOUNTED) (E)	1.000 EA	52.000000		52.00	
0078	4116100000-N SIGN ERECTION, RELOCATE, TYPE ***** (GROUND MOUNTED) (F)	1.000 EA	110.000000		110.00	
0079	4155000000-N DISPOSAL OF SIGN SYSTEM, U-CHANNEL	39.000 EA	10.000000		390.00	
0080	4400000000-E WORK ZONE SIGNS (STATIONARY)	958.000 SF	5.500000		5,269.00	
0081	4405000000-E WORK ZONE SIGNS (PORTABLE)	384.000 SF	14.500000		5,568.00	

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0082	4410000000-E WORK ZONE SIGNS (BARRICADE MOUNTED)	522.000 SF	6.00000	3,132.00
0083	4415000000-N FLASHING ARROW BOARD	2.000 EA	2,200.00000	4,400.00
0084	4420000000-N PORTABLE CHANGEABLE MESSAGE SIGN	2.000 EA	8,100.00000	16,200.00
0085	4422000000-N PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)	60.000 DAY	35.00000	2,100.00
0086	4430000000-N DRUMS	150.000 EA	48.00000	7,200.00
0087	4435000000-N CONES	80.000 EA	19.00000	1,520.00
0088	4445000000-E BARRICADES (TYPE III)	504.000 LF	18.00000	9,072.00
0089	4450000000-N FLAGGER	240.000 HR	19.00000	4,560.00
0090	4480000000-N TMA	2.000 EA	22,000.00000	44,000.00
0091	4510000000-N LAW ENFORCEMENT	480.000 HR	35.00000	16,800.00
0092	4516000000-N SKINNY DRUM	80.000 EA	32.00000	2,560.00
0093	4650000000-N TEMPORARY RAISED PAVEMENT MARKERS	38.000 EA	5.00000	190.00

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Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0094	4685000000-E THERMOPLAST IC PAVEMENT MARKING LINES (4", 90 MILS)	2,805.000 LF	0.75000	2,103.75
0095	4686000000-E THERMOPLAST IC PAVEMENT MARKING LINES (4", 120 MILS)	14,637.000 LF	0.90000	13,173.30
0096	4690000000-E THERMOPLAST IC PAVEMENT MARKING LINES (6", 120 MILS)	4,677.000 LF	1.30000	6,080.10
0097	4695000000-E THERMOPLAST IC PAVEMENT MARKING LINES (8", 90 MILS)	689.000 LF	1.65000	1,136.85
0098	4697000000-E THERMOPLAST IC PAVEMENT MARKING LINES (8", 120 MILS)	3,923.000 LF	2.20000	8,630.60
0099	4710000000-E THERMOPLAST IC PAVEMENT MARKING LINES (24", 120 MILS)	470.000 LF	5.25000	2,467.50
0100	4725000000-E THERMOPLAST IC PAVEMENT MARKING SYMBOL (90 MILS)	75.000 EA	165.00000	12,375.00
0101	4770000000-E COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (II)	2,171.000 LF	7.50000	16,282.50
0102	4775000000-E COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (6") (II)	1,748.000 LF	9.00000	15,732.00
0103	4805000000-N COLD APPLIED PLASTIC PAVEMENT MARKING SYMBOL, TYPE ** (II)	8.000 EA	440.00000	3,520.00
0104	4810000000-E PAINT PAVEMENT MARKING LINES (4")	7,910.000 LF	0.20000	1,582.00

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0105	4820000000-E PAINT PAVEMENT MARKING LINES (8")	279.000 LF	0.55000	153.45
0106	4835000000-E PAINT PAVEMENT MARKING LINES (24")	45.000 LF	2.20000	99.00
0107	4840000000-N PAINT PAVEMENT MARKING CHARAC-TER	8.000 EA	27.50000	220.00
0108	4845000000-N PAINT PAVEMENT MARKING SYMBOL	8.000 EA	27.50000	220.00
0109	4900000000-N PERMANENT RAISED PAVEMENT MARKERS	263.000 EA	5.00000	1,315.00
0110	5205000000-E ** #8 W/G FEEDER CIRCUIT IN *****" CONDUIT (2, 1.5)	300.000 LF	13.75000	4,125.00
0111	5252000000-N UNDERPASS LUMINARIES ***** (TYPE PM)	10.000 EA	1,320.00000	13,200.00
0112	5252000000-N UNDERPASS LUMINARIES ***** (TYPE WM)	26.000 EA	600.00000	15,600.00
0113	5260000000-N GENERIC LIGHTING ITEM CONDUIT SYSTEM & CIRCUITRY FOR UPL	LUMP	LUMP	85,000.00
0114	5270000000-N GENERIC LIGHTING ITEM ELECTRICAL JUNCTION BOXES PC30	2.000 EA	990.00000	1,980.00
0115	5270000000-N GENERIC LIGHTING ITEM LIGHTING CONTROL SYSTEM	2.000 EA	9,400.00000	18,800.00

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			Dollars	Cts	Dollars	Ct
0116	5325600000-E 6" WATER LINE	310.000 LF	73.00000		22,630.00	
0117	5325800000-E 8" WATER LINE	3,845.000 LF	72.00000		276,840.00	
0118	5326200000-E 12" WATER LINE	300.000 LF	100.00000		30,000.00	
0119	5540000000-E 6" VALVE	6.000 EA	1,250.00000		7,500.00	
0120	5546000000-E 8" VALVE	12.000 EA	1,700.00000		20,400.00	
0121	5558000000-E 12" VALVE	6.000 EA	2,700.00000		16,200.00	
0122	5571800000-E 8" TAPPING VALVE	1.000 EA	4,500.00000		4,500.00	
0123	5589100000-E 1" AIR RELEASE VALVE	6.000 EA	1,750.00000		10,500.00	
0124	5606000000-E 2" BLOW OFF	1.000 EA	2,475.00000		2,475.00	
0125	5643000000-E **" WATER METER (1")	6.000 EA	1,550.00000		9,300.00	
0126	5643200000-E 2" WATER METER	4.000 EA	12,500.00000		50,000.00	
0127	5649000000-N RECONNECT WATER METER	3.000 EA	1,925.00000		5,775.00	

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			Dollars	Cts	Dollars	Ct
0128	5656200000-E 2" RPZ BACKFLOW PREVENTION ASSEMBLY	3.000 EA	3,350.00000		10,050.00	
0129	5666000000-E FIRE HYDRANT	4.000 EA	5,600.00000		22,400.00	
0130	5672000000-N RELOCATE FIRE HYDRANT	1.000 EA	4,800.00000		4,800.00	
0131	5691300000-E 8" SANITARY GRAVITY SEWER	457.000 LF	71.00000		32,447.00	
0132	5691500000-E 12" SANITARY GRAVITY SEWER	2,620.000 LF	97.00000		254,140.00	
0133	5768000000-N SANITARY SEWER CLEAN-OUT	11.000 EA	2,600.00000		28,600.00	
0134	5775000000-E 4' DIA UTILITY MANHOLE	28.000 EA	2,500.00000		70,000.00	
0135	5781000000-E UTILITY MANHOLE WALL, 4' DIA	164.000 LF	212.00000		34,768.00	
0136	5836000000-E 24" ENCASEMENT PIPE	100.000 LF	102.00000		10,200.00	
0137	5872200000-E TRENCHLESS INSTALLATION OF 24" IN SOIL	50.000 LF	204.00000		10,200.00	
0138	5872210000-E TRENCHLESS INSTALLATION OF 24" NOT IN SOIL	50.000 LF	825.00000		41,250.00	
0139	5882000000-N GENERIC UTILITY ITEM 12" GASOLINE RESISTANT GASKET	20.000 EA	700.00000		14,000.00	

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0140	5882000000-N GENERIC UTILITY ITEM 6" GASOLINE RESISTANT GASKET	10.000 EA	400.00000	4,000.00
0141	5882000000-N GENERIC UTILITY ITEM 8" GASOLINE RESISTANT GASKET	30.000 EA	460.00000	13,800.00
0142	5882000000-N GENERIC UTILITY ITEM 8" SANITARY GRAVITY SEWER - PIPE POINT REPAIR	5.000 EA	2,150.00000	10,750.00
0143	5882000000-N GENERIC UTILITY ITEM 8" SANITARY GRAVITY SEWER - TAP REPAIR	8.000 EA	625.00000	5,000.00
0144	5882000000-N GENERIC UTILITY ITEM REMOVE & REPLACE MANHOLE RING & COVER	2.000 EA	600.00000	1,200.00
0145	5882000000-N GENERIC UTILITY ITEM REMOVE SANITARY SEWER MANHOLE	14.000 EA	1,200.00000	16,800.00
0146	5888000000-E GENERIC UTILITY ITEM REMOVE 12" UTILITY PIPE	1,905.000 LF	46.00000	87,630.00
0147	5888000000-E GENERIC UTILITY ITEM REMOVE 6" UTILITY PIPE	1,150.000 LF	46.00000	52,900.00
0148	5888000000-E GENERIC UTILITY ITEM REMOVE 8" UTILITY PIPE	3,335.000 LF	46.00000	153,410.00
0149	6000000000-E TEMPORARY SILT FENCE	15,400.000 LF	2.50000	38,500.00
0150	6006000000-E STONE FOR EROSION CONTROL, CLASS A	945.000 TON	48.00000	45,360.00

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0151	6009000000-E STONE FOR EROSION CONTROL, CLASS B	805.000 TON	50.00000		40,250.00	
0152	6012000000-E SEDIMENT CONTROL STONE	1,555.000 TON	41.00000		63,755.00	
0153	6015000000-E TEMPORARY MULCHING	6.500 ACR	1,000.00000		6,500.00	
0154	6018000000-E SEED FOR TEMPORARY SEEDING	200.000 LB	7.75000		1,550.00	
0155	6021000000-E FERTILIZER FOR TEMPORARY SEED-ING	0.750 TON	2,000.00000		1,500.00	
0156	6024000000-E TEMPORARY SLOPE DRAINS	250.000 LF	10.00000		2,500.00	
0157	6029000000-E SAFETY FENCE	100.000 LF	2.50000		250.00	
0158	6030000000-E SILT EXCAVATION	1,270.000 CY	18.00000		22,860.00	
0159	6036000000-E MATTING FOR EROSION CONTROL	5,000.000 SY	2.00000		10,000.00	
0160	6042000000-E 1/4" HARDWARE CLOTH	4,100.000 LF	4.00000		16,400.00	
0161	6071030000-E COIR FIBER BAFFLE	550.000 LF	6.50000		3,575.00	
0162	6084000000-E SEEDING & MULCHING	5.000 ACR	1,550.00000		7,750.00	

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0163	6087000000-E MOWING	3.000	100.00000	300.00
		ACR		
0164	6090000000-E SEED FOR REPAIR SEEDING	100.000	8.50000	850.00
		LB		
0165	6093000000-E FERTILIZER FOR REPAIR SEEDING	0.250	2,500.00000	625.00
		TON		
0166	6096000000-E SEED FOR SUPPLEMENTAL SEEDING	250.000	6.00000	1,500.00
		LB		
0167	6108000000-E FERTILIZER TOPDRESSING	7.250	1,200.00000	8,700.00
		TON		
0168	6114500000-N SPECIALIZED HAND MOWING	30.000	38.00000	1,140.00
		MHR		
0169	6117000000-N RESPONSE FOR EROSION CONTROL	25.000	175.00000	4,375.00
		EA		
0170	6132000000-N GENERIC EROSION CONTROL ITEM CONCRETE WASHOUT STRUCTURE	10.000	2,000.00000	20,000.00
		EA		
	Section 0001 Total			8,493,929.16

Section 0003 WALL ITEMS

Alt Group

0171	8801000000-E MSE RETAINING WALL NO **** (1)	8,695.000	85.00000	739,075.00
		SF		
0172	8801000000-E MSE RETAINING WALL NO **** (2)	1,810.000	85.00000	153,850.00
		SF		

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0173	8801000000-E MSE RETAINING WALL NO **** (3)	7,745.000 SF	85.00000	658,325.00
0174	8839000000-E GENERIC RETAINING WALL ITEM 1 1/2" GALV STEEL PIPE RAIL	119.790 LF	200.00000	23,958.00
0175	8839000000-E GENERIC RETAINING WALL ITEM 1'-2" X 2'-6" CONC PARAPET W/ MOMENT SLAB	1,003.630 LF	220.00000	220,798.60
0176	8847000000-E GENERIC RETAINING WALL ITEM ANTI-GRAFFITI COATING	18,250.000 SF	2.00000	36,500.00
Section 0003 Total				1,832,506.60
Section 0004 STRUCTURE ITEMS				
Alt Group				
0177	8070000000-E FOUNDATION EXCAVATION	45.000 CY	300.00000	13,500.00
0178	8105560000-E 4'-0" DIA DRILLED PIERS IN SOIL	779.000 LF	621.00000	483,759.00
0179	8105660000-E 4'-0" DIA DRILLED PIERS NOT IN SOIL	429.000 LF	675.00000	289,575.00
0180	8111600000-E PERMANENT STEEL CASING FOR 4'-0" DIA DRILLED PIER	52.000 LF	331.00000	17,212.00
0181	8112730000-N PDA TESTING	4.000 EA	2,775.00000	11,100.00
0182	8113000000-N SID INSPECTIONS	6.000 EA	550.00000	3,300.00

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0183	8114000000-N SPT TESTING	6.000 EA	1,125.00000		6,750.00	
0184	8115000000-N CSL TESTING	6.000 EA	3,600.00000		21,600.00	
0185	8147000000-E REINFORCED CONCRETE DECK SLAB	59,971.000 SF	27.01000		1,619,816.71	
0186	8161000000-E GROOVING BRIDGE FLOORS	44,413.000 SF	0.40000		17,765.20	
0187	8182000000-E CLASS A CONCRETE (BRIDGE)	802.100 CY	810.00000		649,701.00	
0188	8210000000-N BRIDGE APPROACH SLABS, STATION***** (20+45.05 -L-)	LUMP	LUMP		121,000.00	
0189	8217000000-E REINFORCING STEEL (BRIDGE)	242,271.000 LB	0.85000		205,930.35	
0190	8238000000-E SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	45,075.000 LB	1.65000		74,373.75	
0191	8277000000-E MODIFIED 72" PRESTRESSED CONC GIRDERS	6,699.700 LF	295.00000		1,976,411.50	
0192	8355000000-E HP ***X*** STEEL PILES (14X89)	1,195.000 LF	75.00000		89,625.00	
0193	8391000000-N STEEL PILE POINTS	23.000 EA	210.00000		4,830.00	

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0194	8475000000-E TWO BAR METAL RAIL	2,718.300 LF	105.00000	285,421.50
0195	8517000000-E 1'-***"X *****" CONCRETE PARA- PET (1'-2" X 2'-6")	1,687.200 LF	63.00000	106,293.60
0196	8524000000-E **" CHAIN LINK FENCE (72")	470.000 LF	144.00000	67,680.00
0197	8531000000-E 4" SLOPE PROTECTION	65.000 SY	154.00000	10,010.00
0198	8657000000-N ELASTOMERIC BEARINGS	LUMP	LUMP	50,000.00
0199	8706000000-N EXPANSION JOINT SEALS	LUMP	LUMP	182,000.00
0200	8727000000-N ELECTRICAL CONDUIT SYSTEM FOR SIGNALS AT STA***** (20+45.05 -L-)	LUMP	LUMP	51,000.00
0201	8860000000-N GENERIC STRUCTURE ITEM ARCHITECTURAL CONC SURFACE TREATMENT	LUMP	LUMP	89,000.00
0202	8860000000-N GENERIC STRUCTURE ITEM ELECTRICAL CONDUIT SYSTEM AT STA 20+45.05 -L-	LUMP	LUMP	165,000.00
	Section 0004 Total			6,612,654.61
	Bid Total			16,939,090.37

NON-COLLUSION AND DEBARMENT CERTIFICATION

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

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

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

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

Explanation:
NOT ANSWERED
NOT ANSWERED
NOT ANSWERED
NOT ANSWERED

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

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

AWARD LIMITS ON MULTIPLE PROJECTS

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

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

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

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

The Award Limits shall apply to the following projects:

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

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

NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION
DBE COMMITMENT ITEMS

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DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 53,300.00 Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 53,300.

DBE SUBCONTRACTOR: 8233 GROUND EFFECTS INC
Will Use Quote: Yes

0001	0000100000-N	MOBILIZATION	LS	1.000	1500.00000	1500.00
0093	4650000000-N	TEMP RAISED	EA	38.000	4.50000	171.00
0094	4685000000-E	THERMO PVT M	LF	2805.000	0.68000	1907.40
0095	4686000000-E	THERMO PVT M	LF	14637.000	0.78000	11416.86
0096	4690000000-E	THERMO PVT M	LF	4677.000	1.20000	5612.40
0097	4695000000-E	THERMO PVT M	LF	689.000	1.50000	1033.50
0098	4697000000-E	THERMO PVT M	LF	3923.000	2.00000	7846.00
0099	4710000000-E	24"WIDE THER	LF	470.000	4.75000	2232.50
0100	4725000000-E	THERMO PVT S	EA	75.000	150.00000	11250.00
0101	4770000000-E	4" COLD APPL	LF	2171.000	7.00000	15197.00
0102	4775000000-E	6" COLD APPL	LF	1748.000	8.50000	14858.00
0103	4805000000-N	COLD APPL PL	EA	8.000	400.00000	3200.00
0104	4810000000-E	PAINT PVMT M	LF	7910.000	0.20000	1582.00
0105	4820000000-E	PAINT PVMT M	LF	279.000	0.50000	139.50
0106	4835000000-E	PAINT PVT MK	LF	45.000	2.00000	90.00
0107	4840000000-N	PAINT PVT MK	EA	8.000	25.00000	200.00
0108	4845000000-N	PAINT PVT MK	EA	8.000	25.00000	200.00
0109	4900000000-N	PERM RAISED	EA	263.000	4.50000	1183.50

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 79,619.66 Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 79,619.

DBE SUBCONTRACTOR: 3553 DRIGGERS ELECTRIC & CONTROL CO
Will Use Quote: Yes

0001	0000100000-N	MOBILIZATION	LS	1.000	13200.00000	13200.00
0110	5205000000-E	**-#8 W/G FE	LF	300.000	12.50000	3750.00
0111	5252000000-N	UNDERPASS LU	EA	10.000	1200.00000	12000.00
0112	5252000000-N	UNDERPASS LU	EA	26.000	557.00000	14482.00
0113	5260000000-N	GENERIC LIGH	LS	1.000	71800.00000	71800.00
0114	5270000000-N	GENERIC LIGH	EA	2.000	900.00000	1800.00
0115	5270000000-N	GENERIC LIGH	EA	2.000	8500.00000	17000.00
0200	8727000000-N	ELEC CONDUIT	LS	1.000	46200.00000	46200.00
0202	8860000000-N	GENERIC STRU	LS	1.000	148900.00000	148900.00

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 329,132.00 Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor) 329,132

DBE SUBCONTRACTOR: 4729 THERESA'S CONCRETE SERVICE, INC.
Will Use Quote: Yes

0063	2591000000-E	4" CONCRETE	SY	8940.000	34.00000	303960.00
0064	2605000000-N	CONCRETE CUR	EA	36.000	1600.00000	57600.00
0065	2612000000-E	6" CONCRETE	SY	590.000	48.00000	28320.00

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0066	2647000000-E	5" MONO CONC	SY	620.000	48.00000	29760.00
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						419,640.00 Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)						419,640
DBE SUBCONTRACTOR: 7138 EXPRESS LOGISTICS SERVICES, INC. Will Use Quote: Yes						
0004	0036000000-E	UNDERCUT EXC	CY	7500.000	8.98000	67350.00
Hauling						
0007	0106000000-E	BORROW EXCAV	CY	62000.000	2.48000	153760.00
Partial (Hauling)						
0009	0195000000-E	SELECT GRANU	CY	1200.000	6.07500	7290.00
Hauling						
0014	0318000000-E	FND CONDIT M	TON	780.000	4.50000	3510.00
Hauling						
0030	1121000000-E	AGGREGATE BA	TON	5200.000	4.50000	23400.00
0031	1220000000-E	INCIDENTAL S	TON	2100.000	4.50000	9450.00
0150	6006000000-E	EROS CONTRL	TON	945.000	5.50000	5197.50
Hauling						
0151	6009000000-E	EROS CONTRL	TON	805.000	5.50000	4427.50
0152	6012000000-E	SEDIMENT CON	TON	1555.000	4.50000	6997.50
0006	0063000000-N	GRADING	LS	1.000	199000.00000	199000.00
Hauling						
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						480,382.50 Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)						480,382
DBE SUBCONTRACTOR: 4761 TRAFFIC CONTROL SAFETY SERVICES, INC. Will Use Quote: Yes						
0075	4072000000-E	SUPPORT, 3-L	LF	568.000	4.98000	2828.64
0076	4102000000-N	SIGN ERECTIO	EA	54.000	47.50000	2565.00
0077	4116100000-N	SIGN ERECT,	EA	1.000	47.50000	47.50
0078	4116100000-N	SIGN ERECT,	EA	1.000	100.00000	100.00
0079	4155000000-N	DISPOSE SIGN	EA	39.000	1.00000	39.00
0080	4400000000-E	WORK ZONE SI	SF	958.000	5.00000	4790.00
0082	4410000000-E	WORK ZONE SI	SF	522.000	5.50000	2871.00
0088	4445000000-E	BARRICADES (LF	504.000	16.50000	8316.00
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						21,557.14 Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)						21,557.
DBE SUBCONTRACTOR: 4898 BULLINGTON CONSTRUCTION INC Will Use Quote: Yes						
0069	3270000000-N	GR ANCHOR TY	EA	1.000	3500.00000	3500.00
0070	3360000000-E	REMOVE EXIST	LF	445.000	2.50000	1112.50
0174	8839000000-E	GENERIC RET	LF	119.790	191.60000	22951.76

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LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						27,564.26 Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)						27,564.
DBE SUBCONTRACTOR: 3230 HIATT & MASON ENTERPRISES INC Will Use Quote: Yes						
0185	8147000000-E	REINF CONCRE SF		59971.000	2.07220	124271.91
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						124,271.91 Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)						124,271
DBE SUBCONTRACTOR: 3145 WATTS BARRIER WALLS Will Use Quote: Yes						
0195	8517000000-E	1'-***"X***** LF		1687.200	40.00000	67488.00
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						67,488.00 Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)						67,488.
DBE SUBCONTRACTOR: 15443 ACE STEEL OF NORTH CAROLINA LLC Will Use Quote: Yes						
0189	8217000000-E	REINF STEEL LB		242271.000	0.85000	205930.35
		0.61				
0190	8238000000-E	SPIRAL COL R LB		45075.000	1.07000	48230.25
0188	8210000000-N	BRG APPR SLA LS		1.000	10805.77000	10805.77
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						264,966.37 Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)						264,966
TOTAL DBE COMMITMENT FOR VENDOR:						
				Entered:	12.03% or	2037507.68
				Required:	12.00% or	2032690.84
						<GOAL MET>

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

This Bid contains 0 amendment files

Electronic Bid Submission

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

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

Signature

Agency

Date

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum LS	943,000.00	943,000.00
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum LS	85,000.00	85,000.00
0003	0015000000-N	205	SEALING ABANDONED WELLS	1 EA	2,500.00	2,500.00
0004	0036000000-E	225	UNDERCUT EXCAVATION	7,500 CY	21.00	157,500.00
0005	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUB- BING	1 ACR	500.00	500.00
0006	0063000000-N	SP	GRADING	Lump Sum LS	1,082,000.00	1,082,000.00
0007	0106000000-E	230	BORROW EXCAVATION	62,000 CY	12.50	775,000.00
0008	0127000000-N	SP	EMBANKMENT SETTLEMENT GAUGES	5 EA	675.00	3,375.00
0009	0195000000-E	265	SELECT GRANULAR MATERIAL	1,200 CY	29.00	34,800.00
0010	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	9,000 SY	1.75	15,750.00
0011	0234000000-E	SP	GENERIC GRADING ITEM LIGHTWEIGHT AGGREGATE	1,830 CY	65.00	118,950.00
0012	0241000000-E	SP	GENERIC GRADING ITEM GEOTEXTILE FOR LIGHTWEIGHT AGGREGATE	3,450 SY	3.00	10,350.00
0013	0255000000-E	SP	GENERIC GRADING ITEM HAULING & DISPOSAL OF PETROLE- UM CONTAMINATED SOIL	356 TON	60.00	21,360.00
0014	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	780 TON	39.00	30,420.00
0015	0320000000-E	300	FOUNDATION CONDITIONING GEO- TEXTILE	2,700 SY	1.75	4,725.00
0016	0335200000-E	305	15" DRAINAGE PIPE	2,224 LF	45.00	100,080.00
0017	0335300000-E	305	18" DRAINAGE PIPE	952 LF	48.00	45,696.00
0018	0335400000-E	305	24" DRAINAGE PIPE	572 LF	56.00	32,032.00
0019	0335500000-E	305	30" DRAINAGE PIPE	36 LF	82.00	2,952.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0020	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	644 LF	51.00	32,844.00
0021	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	40 LF	52.00	2,080.00
0022	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	132 LF	63.00	8,316.00
0023	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	36 LF	81.00	2,916.00
0024	0986000000-E	SP	GENERIC PIPE ITEM 15" DUCTILE IRON PIPE	72 LF	115.00	8,280.00
0025	0986000000-E	SP	GENERIC PIPE ITEM 24" DUCTILE IRON PIPE	200 LF	158.00	31,600.00
0026	0986000000-E	SP	GENERIC PIPE ITEM 36" DUCTILE IRON PIPE	468 LF	270.00	126,360.00
0027	0995000000-E	340	PIPE REMOVAL	1,284 LF	21.00	26,964.00
0028	1099500000-E	505	SHALLOW UNDERCUT	2,150 CY	13.00	27,950.00
0029	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	4,900 TON	19.00	93,100.00
0030	1121000000-E	520	AGGREGATE BASE COURSE	5,200 TON	28.00	145,600.00
0031	1220000000-E	545	INCIDENTAL STONE BASE	2,100 TON	30.00	63,000.00
0032	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (1-1/2")	9,280 SY	2.75	25,520.00
0033	1308000000-E	607	MILLING ASPHALT PAVEMENT, **** TO ***** (0" TO 1-1/2")	350 SY	10.00	3,500.00
0034	1330000000-E	607	INCIDENTAL MILLING	650 SY	10.00	6,500.00
0035	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	3,050 TON	57.00	173,850.00
0036	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	2,320 TON	57.00	132,240.00
0037	1498000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	1,970 TON	57.00	112,290.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0038	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	2,320 TON	57.00	132,240.00
0039	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	2,070 TON	57.00	117,990.00
0040	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	3,380 TON	57.00	192,660.00
0041	1525000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE SF9.5A	730 TON	57.00	41,610.00
0042	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	815 TON	530.00	431,950.00
0043	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	1,320 TON	110.00	145,200.00
0044	2022000000-E	815	SUBDRAIN EXCAVATION	224 CY	25.00	5,600.00
0045	2033000000-E	815	SUBDRAIN FINE AGGREGATE	168 CY	60.00	10,080.00
0046	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	1,000 LF	7.50	7,500.00
0047	2070000000-N	815	SUBDRAIN PIPE OUTLET	2 EA	200.00	400.00
0048	2077000000-E	815	6" OUTLET PIPE	12 LF	30.00	360.00
0049	2275000000-E	SP	FLOWABLE FILL	65.5 CY	210.00	13,755.00
0050	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	90 EA	1,500.00	135,000.00
0051	2297000000-E	840	MASONRY DRAINAGE STRUCTURES	21.205 CY	1,650.00	34,988.25
0052	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	64.1 LF	285.00	18,268.50
0053	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	17 EA	540.00	9,180.00
0054	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	1 EA	485.00	485.00
0055	2367000000-N	840	FRAME WITH TWO GRATES, STD 840.29	3 EA	500.00	1,500.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0056	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	24 EA	600.00	14,400.00
0057	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	15 EA	625.00	9,375.00
0058	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	18 EA	625.00	11,250.00
0059	2396000000-N	840	FRAME WITH COVER, STD 840.54	11 EA	465.56	5,121.16
0060	2473000000-N	SP	GENERIC DRAINAGE ITEM PRECAST DRAINAGE STRUCTURE WITH BOOTS	11 EA	4,300.00	47,300.00
0061	2535000000-E	846	***X *** CONCRETE CURB (13" X 6')	360 LF	17.00	6,120.00
0062	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	9,780 LF	15.00	146,700.00
0063	2591000000-E	848	4" CONCRETE SIDEWALK	8,940 SY	37.50	335,250.00
0064	2605000000-N	848	CONCRETE CURB RAMP	36 EA	1,700.00	61,200.00
0065	2612000000-E	848	6" CONCRETE DRIVEWAY	590 SY	52.00	30,680.00
0066	2647000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (SURFACE MOUNTED)	620 SY	52.00	32,240.00
0067	2815000000-N	858	ADJUSTMENT OF DROP INLETS	1 EA	450.00	450.00
0068	2830000000-N	858	ADJUSTMENT OF MANHOLES	3 EA	700.00	2,100.00
0069	3270000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350	1 EA	3,750.00	3,750.00
0070	3360000000-E	863	REMOVE EXISTING GUARDRAIL	445 LF	2.76	1,228.20
0071	3572000000-E	867	CHAIN LINK FENCE RESET	355 LF	16.50	5,857.50
0072	3578000000-N	SP	GENERIC FENCING ITEM STEEL PIPE GATE	1 EA	5,300.00	5,300.00
0073	3649000000-E	876	RIP RAP, CLASS B	1 TON	122.00	122.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0074	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	905 SY	2.50	2,262.50
0075	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	568 LF	5.50	3,124.00
0076	4102000000-N	904	SIGN ERECTION, TYPE E	54 EA	52.00	2,808.00
0077	4116100000-N	904	SIGN ERECTION, RELOCATE, TYPE **** (GROUND MOUNTED) (E)	1 EA	52.00	52.00
0078	4116100000-N	904	SIGN ERECTION, RELOCATE, TYPE **** (GROUND MOUNTED) (F)	1 EA	110.00	110.00
0079	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	39 EA	10.00	390.00
0080	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	958 SF	5.50	5,269.00
0081	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	384 SF	14.50	5,568.00
0082	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	522 SF	6.00	3,132.00
0083	4415000000-N	1115	FLASHING ARROW BOARD	2 EA	2,200.00	4,400.00
0084	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	2 EA	8,100.00	16,200.00
0085	4422000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)	60 DAY	35.00	2,100.00
0086	4430000000-N	1130	DRUMS	150 EA	48.00	7,200.00
0087	4435000000-N	1135	CONES	80 EA	19.00	1,520.00
0088	4445000000-E	1145	BARRICADES (TYPE III)	504 LF	18.00	9,072.00
0089	4450000000-N	1150	FLAGGER	240 HR	19.00	4,560.00
0090	4480000000-N	1165	TMA	2 EA	22,000.00	44,000.00
0091	4510000000-N	SP	LAW ENFORCEMENT	480 HR	35.00	16,800.00
0092	4516000000-N	1180	SKINNY DRUM	80 EA	32.00	2,560.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0093	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	38 EA	5.00	190.00
0094	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	2,805 LF	0.75	2,103.75
0095	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	14,637 LF	0.90	13,173.30
0096	4690000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (6", 120 MILS)	4,677 LF	1.30	6,080.10
0097	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	689 LF	1.65	1,136.85
0098	4697000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 120 MILS)	3,923 LF	2.20	8,630.60
0099	4710000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	470 LF	5.25	2,467.50
0100	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	75 EA	165.00	12,375.00
0101	4770000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (II)	2,171 LF	7.50	16,282.50
0102	4775000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (6") (II)	1,748 LF	9.00	15,732.00
0103	4805000000-N	1205	COLD APPLIED PLASTIC PAVEMENT MARKING SYMBOL, TYPE ** (II)	8 EA	440.00	3,520.00
0104	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	7,910 LF	0.20	1,582.00
0105	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	279 LF	0.55	153.45
0106	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	45 LF	2.20	99.00
0107	4840000000-N	1205	PAINT PAVEMENT MARKING CHARACTER	8 EA	27.50	220.00
0108	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	8 EA	27.50	220.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0109	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	263 EA	5.00	1,315.00
0110	5205000000-E	1410	** #8 W/G FEEDER CIRCUIT IN ***** CONDUIT (2, 1.5)	300 LF	13.75	4,125.00
0111	5252000000-N	1412	UNDERPASS LUMINARIES ***** (TYPE PM)	10 EA	1,320.00	13,200.00
0112	5252000000-N	1412	UNDERPASS LUMINARIES ***** (TYPE WM)	26 EA	600.00	15,600.00
0113	5260000000-N	SP	GENERIC LIGHTING ITEM CONDUIT SYSTEM & CIRCUITRY FOR UPL	Lump Sum LS	85,000.00	85,000.00
0114	5270000000-N	SP	GENERIC LIGHTING ITEM ELECTRICAL JUNCTION BOXES PC30	2 EA	990.00	1,980.00
0115	5270000000-N	SP	GENERIC LIGHTING ITEM LIGHTING CONTROL SYSTEM	2 EA	9,400.00	18,800.00
0116	5325600000-E	1510	6" WATER LINE	310 LF	73.00	22,630.00
0117	5325800000-E	1510	8" WATER LINE	3,845 LF	72.00	276,840.00
0118	5326200000-E	1510	12" WATER LINE	300 LF	100.00	30,000.00
0119	5540000000-E	1515	6" VALVE	6 EA	1,250.00	7,500.00
0120	5546000000-E	1515	8" VALVE	12 EA	1,700.00	20,400.00
0121	5558000000-E	1515	12" VALVE	6 EA	2,700.00	16,200.00
0122	5571800000-E	1515	8" TAPPING VALVE	1 EA	4,500.00	4,500.00
0123	5589100000-E	1515	1" AIR RELEASE VALVE	6 EA	1,750.00	10,500.00
0124	5606000000-E	1515	2" BLOW OFF	1 EA	2,475.00	2,475.00
0125	5643000000-E	1515	*** WATER METER (1")	6 EA	1,550.00	9,300.00
0126	5643200000-E	1515	2" WATER METER	4 EA	12,500.00	50,000.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0127	5649000000-N	1515	RECONNECT WATER METER	3 EA	1,925.00	5,775.00
0128	5656200000-E	1515	2" RPZ BACKFLOW PREVENTION ASSEMBLY	3 EA	3,350.00	10,050.00
0129	5666000000-E	1515	FIRE HYDRANT	4 EA	5,600.00	22,400.00
0130	5672000000-N	1515	RELOCATE FIRE HYDRANT	1 EA	4,800.00	4,800.00
0131	5691300000-E	1520	8" SANITARY GRAVITY SEWER	457 LF	71.00	32,447.00
0132	5691500000-E	1520	12" SANITARY GRAVITY SEWER	2,620 LF	97.00	254,140.00
0133	5768000000-N	1520	SANITARY SEWER CLEAN-OUT	11 EA	2,600.00	28,600.00
0134	5775000000-E	1525	4' DIA UTILITY MANHOLE	28 EA	2,500.00	70,000.00
0135	5781000000-E	1525	UTILITY MANHOLE WALL, 4' DIA	164 LF	212.00	34,768.00
0136	5836000000-E	1540	24" ENCASEMENT PIPE	100 LF	102.00	10,200.00
0137	5872200000-E	1550	TRENCHLESS INSTALLATION OF 24" IN SOIL	50 LF	204.00	10,200.00
0138	5872210000-E	1550	TRENCHLESS INSTALLATION OF 24" NOT IN SOIL	50 LF	825.00	41,250.00
0139	5882000000-N	SP	GENERIC UTILITY ITEM 12" GASOLINE RESISTANT GASKET	20 EA	700.00	14,000.00
0140	5882000000-N	SP	GENERIC UTILITY ITEM 6" GASOLINE RESISTANT GASKET	10 EA	400.00	4,000.00
0141	5882000000-N	SP	GENERIC UTILITY ITEM 8" GASOLINE RESISTANT GASKET	30 EA	460.00	13,800.00
0142	5882000000-N	SP	GENERIC UTILITY ITEM 8" SANITARY GRAVITY SEWER - PIPE POINT REPAIR	5 EA	2,150.00	10,750.00
0143	5882000000-N	SP	GENERIC UTILITY ITEM 8" SANITARY GRAVITY SEWER - TAP REPAIR	8 EA	625.00	5,000.00
0144	5882000000-N	SP	GENERIC UTILITY ITEM REMOVE & REPLACE MANHOLE RING & COVER	2 EA	600.00	1,200.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0145	5882000000-N	SP	GENERIC UTILITY ITEM REMOVE SANITARY SEWER MANHOLE	14 EA	1,200.00	16,800.00
0146	5888000000-E	SP	GENERIC UTILITY ITEM REMOVE 12" UTILITY PIPE	1,905 LF	46.00	87,630.00
0147	5888000000-E	SP	GENERIC UTILITY ITEM REMOVE 6" UTILITY PIPE	1,150 LF	46.00	52,900.00
0148	5888000000-E	SP	GENERIC UTILITY ITEM REMOVE 8" UTILITY PIPE	3,335 LF	46.00	153,410.00
0149	6000000000-E	1605	TEMPORARY SILT FENCE	15,400 LF	2.50	38,500.00
0150	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	945 TON	48.00	45,360.00
0151	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	805 TON	50.00	40,250.00
0152	6012000000-E	1610	SEDIMENT CONTROL STONE	1,555 TON	41.00	63,755.00
0153	6015000000-E	1615	TEMPORARY MULCHING	6.5 ACR	1,000.00	6,500.00
0154	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	200 LB	7.75	1,550.00
0155	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	0.75 TON	2,000.00	1,500.00
0156	6024000000-E	1622	TEMPORARY SLOPE DRAINS	250 LF	10.00	2,500.00
0157	6029000000-E	SP	SAFETY FENCE	100 LF	2.50	250.00
0158	6030000000-E	1630	SILT EXCAVATION	1,270 CY	18.00	22,860.00
0159	6036000000-E	1631	MATTING FOR EROSION CONTROL	5,000 SY	2.00	10,000.00
0160	6042000000-E	1632	1/4" HARDWARE CLOTH	4,100 LF	4.00	16,400.00
0161	6071030000-E	1640	COIR FIBER BAFFLE	550 LF	6.50	3,575.00
0162	6084000000-E	1660	SEEDING & MULCHING	5 ACR	1,550.00	7,750.00
0163	6087000000-E	1660	MOWING	3 ACR	100.00	300.00

Contract Item Sheets For C203585

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0164	6090000000-E	1661	SEED FOR REPAIR SEEDING	100 LB	8.50	850.00
0165	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25 TON	2,500.00	625.00
0166	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	250 LB	6.00	1,500.00
0167	6108000000-E	1665	FERTILIZER TOPDRESSING	7.25 TON	1,200.00	8,700.00
0168	6114500000-N	1667	SPECIALIZED HAND MOWING	30 MHR	38.00	1,140.00
0169	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	25 EA	175.00	4,375.00
0170	6132000000-N	SP	GENERIC EROSION CONTROL ITEM CONCRETE WASHOUT STRUCTURE	10 EA	2,000.00	20,000.00

Contract Item Sheets For C203585

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0171	8801000000-E	SP	MSE RETAINING WALL NO **** (1)	8,695 SF	85.00	739,075.00
0172	8801000000-E	SP	MSE RETAINING WALL NO **** (2)	1,810 SF	85.00	153,850.00
0173	8801000000-E	SP	MSE RETAINING WALL NO **** (3)	7,745 SF	85.00	658,325.00
0174	8839000000-E	SP	GENERIC RETAINING WALL ITEM 1 1/2" GALV STEEL PIPE RAIL	119.79 LF	200.00	23,958.00
0175	8839000000-E	SP	GENERIC RETAINING WALL ITEM 1'-2" X 2'-6" CONC PARAPET W/ MOMENT SLAB	1,003.63 LF	220.00	220,798.60
0176	8847000000-E	SP	GENERIC RETAINING WALL ITEM ANTI-GRAFFITI COATING	18,250 SF	2.00	36,500.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0177	8070000000-E	410	FOUNDATION EXCAVATION	45 CY	300.00	13,500.00
0178	8105560000-E	411	4'-0" DIA DRILLED PIERS IN SOIL	779 LF	621.00	483,759.00
0179	8105660000-E	411	4'-0" DIA DRILLED PIERS NOT IN SOIL	429 LF	675.00	289,575.00
0180	8111600000-E	411	PERMANENT STEEL CASING FOR 4'-0" DIA DRILLED PIER	52 LF	331.00	17,212.00
0181	8112730000-N	450	PDA TESTING	4 EA	2,775.00	11,100.00
0182	8113000000-N	411	SID INSPECTIONS	6 EA	550.00	3,300.00
0183	8114000000-N	411	SPT TESTING	6 EA	1,125.00	6,750.00
0184	8115000000-N	411	CSL TESTING	6 EA	3,600.00	21,600.00
0185	8147000000-E	420	REINFORCED CONCRETE DECK SLAB	59,971 SF	27.01	1,619,816.71
0186	8161000000-E	420	GROOVING BRIDGE FLOORS	44,413 SF	0.40	17,765.20
0187	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	802.1 CY	810.00	649,701.00
0188	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (20+45.05 -L-)	Lump Sum LS	121,000.00	121,000.00
0189	8217000000-E	425	REINFORCING STEEL (BRIDGE)	242,271 LB	0.85	205,930.35
0190	8238000000-E	425	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	45,075 LB	1.65	74,373.75
0191	8277000000-E	430	MODIFIED 72" PRESTRESSED CONC GIRDERS	6,699.7 LF	295.00	1,976,411.50
0192	8355000000-E	450	HP ***X*** STEEL PILES (14X89)	1,195 LF	75.00	89,625.00
0193	8391000000-N	450	STEEL PILE POINTS	23 EA	210.00	4,830.00
0194	8475000000-E	460	TWO BAR METAL RAIL	2,718.3 LF	105.00	285,421.50

Contract Item Sheets For C203585

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0195	8517000000-E	460	1'-***X ***** CONCRETE PARA-PET (1'-2" X 2'-6")	1,687.2 LF	63.00	106,293.60
0196	8524000000-E	SP	*** CHAIN LINK FENCE (72")	470 LF	144.00	67,680.00
0197	8531000000-E	462	4" SLOPE PROTECTION	65 SY	154.00	10,010.00
0198	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum LS	50,000.00	50,000.00
0199	8706000000-N	SP	EXPANSION JOINT SEALS	Lump Sum LS	182,000.00	182,000.00
0200	8727000000-N	SP	ELECTRICAL CONDUIT SYSTEM FOR SIGNALS AT STA***** (20+45.05 -L-)	Lump Sum LS	51,000.00	51,000.00
0201	8860000000-N	SP	GENERIC STRUCTURE ITEM ARCHITECTURAL CONC SURFACE TREATMENT	Lump Sum LS	89,000.00	89,000.00
0202	8860000000-N	SP	GENERIC STRUCTURE ITEM ELECTRICAL CONDUIT SYSTEM AT STA 20+45.05 -L-	Lump Sum LS	165,000.00	165,000.00
TOTAL AMOUNT OF BID FOR ENTIRE PROJECT						\$16,939,090.37

Contract No. C203585
County Mecklenburg

Rev. 5-19-11

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

CORPORATION

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

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

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

SIGNATURE OF CONTRACTOR

Blythe Development Company

Full name of Corporation

1415 E. Westinghouse Blvd., Charlotte, NC 28273

Address as Prequalified

Attest

[Signature]
Secretary/Assistant Secretary
Select appropriate title

By

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

Luther J. Blythe Jr.

Print or type Signer's name

L. Jack Blythe

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

9 day of September 2015

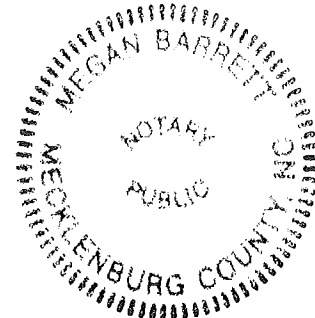
[Signature]
Signature of Notary Public

of Mecklenburg County

State of NC

My Commission Expires: 2-4-2018

NOTARY SEAL



DEBARMENT CERTIFICATION

Conditions for certification:

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

DEBARMENT CERTIFICATION

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

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

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

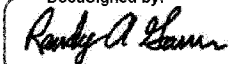
Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.

Contract No. **C203585**

County (ies): **Mecklenburg**


ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

A7079FC32A09478...
Contract Officer

9/11/2015

Date

Execution of Contract and Bonds
Approved as to Form:

DocuSigned by:

5C738C23AF00459...
Attorney General

9/10/2015

Date

Signature Sheet (Bid - Acceptance by Department)

Bond No. 018036399

Contract No. C203585
County Mecklenburg

Rev 5-17-11

CONTRACT PAYMENT BOND

Date of Payment Bond Execution September 4, 2015

Name of Principal Contractor Blythe Development Company

Name of Surety: Liberty Mutual Insurance Company

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

Amount of Bond: (\$16,939,090.37) Sixteen Million Nine Hundred Thirty Nine Thousand Ninety Dollars and 37/100

Contract ID No.: C203585

County Name: Mecklenburg

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

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

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

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

Contract No. C203585
County Mecklenburg


Rev 5-17-11

**CONTRACT PAYMENT BOND
CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

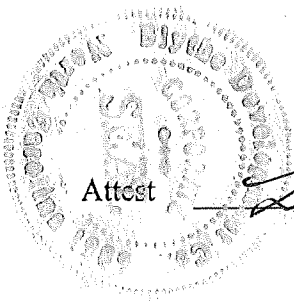
Blythe Development Company
Full name of Corporation


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

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

L. J. BLYTHE
Print or type Signer's name

Affix Corporate Seal




Signature of Secretary, Assistant Secretary
Select appropriate title

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

Contract No. C203585
County Mecklenburg

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: September 4, 2015
Name of Principal Contractor: Blythe Development Company
Name of Surety: Liberty Mutual Insurance Company
Name of Contracting Body: North Carolina Department of Transportation
Raleigh, North Carolina
Amount of Bond: (\$16,939,090.37 Sixteen Million Nine Hundred Thirty Nine Thousand
Ninety Dollars and 37/100)
Contract ID No.: C203585
County Name: Mecklenburg

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

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

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

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

Contract No. C203585
County Mecklenburg

Rev 5-17-11

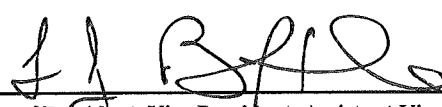
CONTRACT PERFORMANCE BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

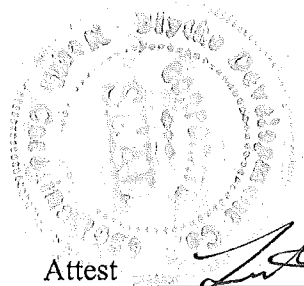
Blythe Development Company
Full name of Corporation


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

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

L. J. BLYTHE
Print or type Signer's name

Affix Corporate Seal



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

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

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Angela D. Ramsey of the city of Charlotte, state of NC its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Blythe Development Company

Obligee Name: North Carolina Department of Transportation

Surety Bond Number: 018036399

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of November, 2013.



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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 18th day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of September, 2015.



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

