

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

C203404

CONTRACT AND
CONTRACT BONDS
FOR CONTRACT NO. C203404

WBS 41665.4B STATE FUNDED

COUNTY OF CARTERET
THIS IS THE STRUCTURE CONTRACT
ROUTE NUMBER US 70 LENGTH 0.000 MILES
LOCATION BRIDGE #35 ON US-70 ACROSS WARD CREEK & BRIDGE #39 ON US-70
ACROSS OYSTER CREEK.

CONTRACTOR SMITH-ROWE, LLC
ADDRESS 639 OLD US 52 SOUTH
MOUNT AIRY, NC 27030

BIDS OPENED AUGUST 20, 2013
CONTRACT EXECUTION SEP 19 2013

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

PROPOSAL

DATE AND TIME OF BID OPENING: **AUGUST 20, 2013 AT 2:00 PM**

CONTRACT ID C203404
WBS 41665.4B

FEDERAL-AID NO. STATE FUNDED

COUNTY CARTERET

T.I.P. NO.

MILES 0.000

ROUTE NO. US 70

LOCATION BRIDGE #35 ON US-70 ACROSS WARD CREEK & BRIDGE #39 ON US-70
ACROSS OYSTER CREEK.

TYPE OF WORK BRIDGE REHABILITATION.

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOT WITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING, REGARDLESS OF FUNDING SOURCES.

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A STRUCTURE PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. C203404 IN CARTERET 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. C203404; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Board of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2012 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. C203404 in Carteret 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.

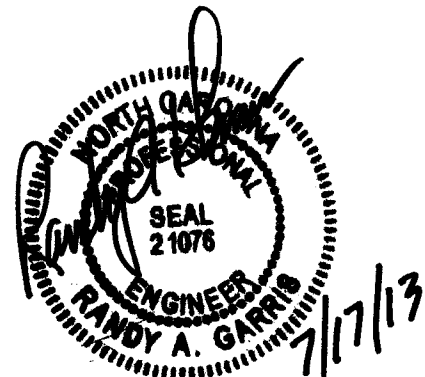
The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2012* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the 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

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PROPOSAL ITEM SHEET AND SIGNATURE SHEET

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PROJECT SPECIAL PROVISIONS**GENERAL****CONTRACT TIME AND LIQUIDATED DAMAGES (No Permits):**

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

108

SP1 G05 B

The date of availability for this contract is the date the Contractor begins work but not before **October 1st, 2013** or later than **January 6th, 2014**.

The completion date for this contract is the date that is **Three Hundred (300)** consecutive calendar days after and including the date of availability.

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

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

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 H

The Contractor shall complete the work required at **Bridge #35, Steps 1 Thru 6**, as shown on Sheet **TMP- 2A** and shall place and maintain traffic on same.

All work required at Bridge #35 shall be completed with the exception of: substructure repairs, final paving and marking, final guardrail replacement, and seeding and mulching.

The date of availability for this intermediate contract time is the date the Contractor begins work but not before **October 1st, 2013** or later than **January 6th, 2014**.

The completion date for this intermediate contract time is the date that is **One Hundred and Thirty Five (135)** consecutive calendar days after and including the date of availability.

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

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 E

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for road closures and restoring traffic to a one-lane/two-way temporary traffic pattern. The Contractor shall not close US 70 during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday thru Sunday from 6:00 A.M. to 9:00 P.M.

The maximum allowable time for **installing temporary bridging and approach ramps OR de-tensioning existing bridge** is **30 minutes for US 70**. The Contractor shall reopen one travel lane to traffic (using a flagging operation) until the existing traffic queue is depleted.

The time of availability for this intermediate contract time will be the time the Contractor begins the allowable 30 minute stoppage according to the time restrictions stated herein.

The completion time for this intermediate contract time will be the time the Contractor ends the allowable 30 minute stoppage according to the time restrictions stated herein and restores traffic to the one-lane/two-way temporary traffic pattern using a flagging operation or portable signals.

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

MAJOR CONTRACT ITEMS:

(2-19-02)

104

SP1 G28

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

Line #	Description
35	3' - 0" x 1' - 9" Prestressed Concrete Cored Slabs

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
6 thru 9	Guardrail
19 thru 21	Long-Life Pavement Markings
26	Permanent Pavement Markers

FUEL PRICE ADJUSTMENT:

(11-15-05) (Rev. 1-17-12)

109-8

SP1 G43

Revise the 2012 *Standard Specifications* as follows:

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

The base index price for DIESEL #2 FUEL is \$ **2.9570** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

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

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

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

108-2

SP1 G58

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

Fiscal Year	Progress (% of Dollar Value)
2014 (7/01/13 - 6/30/14)	95% of Total Amount Bid
2015 (7/01/14 - 6/30/15)	5% of Total Amount Bid

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

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:

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

102-15(J)

SP1 G66

Description

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

Definitions

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

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

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

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

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

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

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

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

North Carolina Unified Certification Program (NCUCP) - A program that provides comprehensive services and information to applicants for MBE/WBE certification.

The MBE/WBE program follows the same regulations as the federal Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26.

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

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

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

Forms and Websites Referenced in this Provision

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

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

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

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

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

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

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

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

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

MBE and WBE Goal

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

(A) Minority Business Enterprises **1.0 %**

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

(B) Women Business Enterprises **1.0 %**

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

Directory of Transportation Firms (Directory)

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

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

Listing of MBE/WBE Subcontractors

At the time of bid, bidders shall submit all MBE and WBE participation that they anticipate to use during the life of the contract. Only those identified to meet the MBE goal and the WBE goal will be considered committed, even though the listing shall include both committed

MBE/WBE subcontractors and additional MBE/WBE subcontractors. Any additional MBE/WBE subcontractor participation above the goal for which letters of intent are received will follow the banking guidelines found elsewhere in this provision. All other additional MBE/WBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goals. Only those firms with current MBE and WBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of MBE and WBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

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

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

(B) Paper Bids

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

- (1) *If either the MBE or WBE goal is more than zero,*
 - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.
 - (b) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety.

- (c) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the corresponding goal.
- (2) *If either the MBE or WBE goal is zero*, bidders, at the time the bid proposal is submitted, shall enter the word "None"; or the number "0"; or if there is participation, add the value on the *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents.

MBE or WBE Prime Contractor

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

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

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

Written Documentation – Letter of Intent

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

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

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the MBE and WBE goals, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the MBE/WBE goal. If the

lack of this participation drops the commitment below either the MBE or WBE goal, the Contractor shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the State Contractor Utilization Engineer or DBE@ncdot.gov no later than 12:00 noon on the eighth calendar day following opening of bids, unless the eighth day falls on an official state holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 12:00 noon on the next official state business day.

Submission of Good Faith Effort

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

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

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

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

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

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

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

MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.

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

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

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

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

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

Non-Good Faith Appeal

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

Counting MBE/WBE Participation Toward Meeting MBE/WBE Goals**(A) Participation**

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

Commercially Useful Function

(A) MBE/WBE Utilization

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

(B) MBE/WBE Utilization in Trucking

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

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

- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the goal requirement. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime liable for meeting the goal.
- (5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.
- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

Banking MBE/WBE Credit

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

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

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

MBE/WBE Replacement

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

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

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

(A) Performance Related Replacement

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

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

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

(B) Decertification Replacement

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

Changes in the Work

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

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

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

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

Reports and Documentation

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

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

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

Reporting Minority and Women Business Enterprise Participation

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

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

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

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

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

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

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

(A) Electronic Bids Reporting

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

(B) Paper Bids Reporting

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

Failure to Meet Contract Requirements

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

SUBSURFACE INFORMATION:

(7-1-95)

450

SP1 G112 A

There is **no** subsurface information available on this project. The Contractor shall make his own investigation of subsurface conditions.

LOCATING EXISTING UNDERGROUND UTILITIES:

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

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

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

RESOURCE CONSERVATION:

(5-21-13)

104-13

SP1 G118

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

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

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

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

DOMESTIC STEEL:

(4-16-13)

106

SP1 G120

Revise the *2012 Standard Specifications* as follows:

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

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

MAINTENANCE OF THE PROJECT:

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

104-10

SP1 G125

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

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

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

TWELVE MONTH GUARANTEE:

(7-15-03)

108

SP1 G145

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

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

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

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

OUTSOURCING OUTSIDE THE USA:

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

SP1 G150

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

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

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

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09)

107-1

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.

EMPLOYMENT:

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

108, 102

SPI 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)

SPI G185

Revise the *2012 Standard Specifications* as follows:

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

PROJECT SPECIAL PROVISIONS**ROADWAY****ASPHALT PAVEMENTS - SUPERPAVE:**

(6-19-12) (Rev. 4-16-13)

605, 609, 610

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/WMA%20Approved%20Lists.pdf>

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

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:

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
S9.5C, S12.5C	45°F
S9.5D, S12.5D	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”.

ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES:

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

609

SP6 R15

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

Asphalt Concrete Base Course	Type B 25.0	4.4%
Asphalt Concrete Intermediate Course	Type I 19.0	4.8%
Asphalt Concrete Surface Course	Type S 4.75A	6.8%
Asphalt Concrete Surface Course	Type SA-1	6.8%
Asphalt Concrete Surface Course	Type SF 9.5A	6.7%
Asphalt Concrete Surface Course	Type S 9.5	6.0%
Asphalt Concrete Surface Course	Type S 12.5	5.6%

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

PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:

(11-21-00)

620

SP6 R25

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

The base price index for asphalt binder for plant mix is \$ **593.44** 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, 2013**.

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:

(4-20-04) (Rev. 8-16-11)

862

SP8 R65

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

The Contractor may at his option, furnish any one of the guardrail anchor units or approved equal.

Guardrail anchor unit (ET-Plus) as manufactured by:

Trinity Industries, Inc.
2525 N. Stemmons Freeway
Dallas, Texas 75207
Telephone: 800-644-7976

The guardrail anchor unit (SKT 350) as manufactured by:

Road Systems, Inc.
3616 Old Howard County Airport
Big Spring, Texas 79720
Telephone: 915-263-2435

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
Guardrail Anchor Units, Type 350

Pay Unit
Each

MATERIALS:

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

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

SP10 R01

Revise the 2012 Standard Specifications as follows:

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

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

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

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

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

All fencing material and accessories shall meet Section 106.

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

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

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

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

Supply gray iron castings meeting all facets of AASHTO M 306 excluding proof load. Proof load testing will only be required for new casting designs during the design process, and

conformance to M306 loading (40,000 lbs.) will be required only when noted on the design documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS:

(8-21-12)

1101.02

SP11 R10

Revise the *2012 Roadway Standard Drawings* as follows:

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

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

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

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

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

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

WBS 41665.4B
Date: 07/10/2013

Carteret County

**WORK ZONE TRAFFIC CONTROL
Project Special Provisions**

TEMPORARY RUMBLE STRIPS

(05/20/2013)

Description

Furnish, install, maintain, relocate, and remove Temporary Rumble Strips in accordance with the plans and /or drawings.

Materials

Provide Temporary Rumble Strips which can be modular units or a continuous piece. Provide rumble strips manufactured from durable high impact resistant, non-warping, rubber or recycled rubber material.

When installed transversely in the travel lane, they are to provide an auditory and vibratory alert to the motorists.

When installed transversely in the travel lane, either singularly or by a combination of interlocked sections, they are to be a minimum of 11 feet in length, nominal widths between 12 inches and 13 inches and a thickness of between 13/16 inches and 1 inch.

The colors of the temporary rumble strips may be completely black or a combination of black, white and orange.

The temporary rumble strips shall maintain position on both asphalt and concrete roads when impacted without the use of adhesives or fasteners.

The temporary rumble strips shall have beveled edges on each side for ease of installation.

The temporary rumble strips shall be installed and removed without the aid of auxiliary equipment or machinery.

Method of Measurement

The temporary rumble strips are to be installed in 2 arrays per lane for each travel direction as applicable. Each array consists of 3 temporary rumble strips. See Chart Below and Drawings for installation requirements.

Temporary Rumble Strip Chart

Roadway Type	# of Rumble Strips per Travel Direction (# for Double Lane Closures)	# of Arrays per Travel Direction (# for Double Lane Closures)
2 Lane, 2 Way	6	2
4 Lane, Divided	12	4
6 Lane, Divided	12 (24)	4 (6)
8 Lane, Divided	24 (30)	6 (10)

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Carteret County

The quantity to be paid for will be the maximum number of Temporary Rumble Strips acceptably installed during any one time during the life of the project in accordance with the plans.

No measurement or payment will be made for the relocation, maintenance, or removal of Temporary Rumble Strips.

Basis of Payment

The quantity of Temporary Rumble Strips as provided above will be paid for at the contract unit price per "Temporary Rumble Strip".

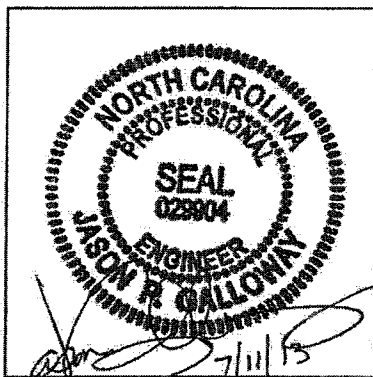
Payment will be made under:

Pay Item	Pay Unit
Temporary Rumble Strip	Each



John S. Kite Jr.
7/10/13

41665.4B
Signals & Intelligent Transportation Systems



Project Special Provisions (Version 12.1) Signals and Intelligent Transportation Systems

Prepared By: _____
11-Jul-13

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1. PORTABLE TRAFFIC SIGNAL SYSTEM

1.1. DESCRIPTION

Furnish, install, place in operation, repair, maintain, relocate, and remove portable traffic signal systems. Comply with the provisions of Section 1700 of the 2012 *Standard Specifications for Roads and Structures*.

1.2. MATERIALS

Provide a complete portable traffic signal system that is totally mobile and capable of being relocated as traffic conditions demand. Design the system for operation both with and without an external power source. Furnish two signal control trailers with two vehicle signal heads per trailer and one operator unit for each portable traffic signal system. Furnish transmitters, generators, batteries, controls, back-up systems and all other components necessary to operate the system.

Ensure each system meets the physical display and operational requirements of conventional traffic signals as specified in PART IV of the *Manual on Uniform Traffic Control Devices (MUTCD)* and the *North Carolina Supplement to the MUTCD* in effect on the date of advertisement.

Used equipment will be acceptable if the equipment is in good working condition. Contractor retains ownership of the portable traffic signal systems.

Provide yellow 12-inch aluminum or polycarbonate vehicle signal heads with 10-inch tunnel visors, backplates and Light Emitting Diode (LED) modules. Provide aluminum signal heads and backplates listed on the Department's Qualified Products List (QPL) for traffic signal equipment. Provide polycarbonate signal heads and visors that comply with the provisions pertaining to Signal Heads within these *Project Special Provisions* with the following exceptions:

Fabricate signal head housings, end caps, and visors from virgin polycarbonate material. Provide U.V. stabilized polycarbonate plastic with a minimum thickness of 0.1 ± 0.01 inches that is highway yellow (Federal Standard 595C, Color Chip 13538). Ensure the color is incorporated into the plastic material before molding the signal head housings and end caps. Ensure the plastic formulation provides the following physical properties in the assembly (tests may be performed on separately molded specimens):

Test	Required	Method
Specific Gravity	1.17 minimum	ASTM D 792
Vicat Softening Temperature, °F	305-325	ASTM D 1525
Brittleness Temperature, °F	Below -200	ASTM D 746
Flammability	Self-extinguishing	ASTM D 635
Tensile Strength, yield, PSI	8500 minimum	ASTM D 638
Elongation at yield, %	5.5-8.5	ASTM D 638
Shear, strength, yield, PSI	5500 minimum	ASTM D 732
Izod impact strength, ft-lb/in [notched, 1/8 inch]	15 minimum	ASTM D 256
Fatigue strength, PSI at 2.5 mm cycles	950 minimum	ASTM D 671

To minimize signal head movement due to wind, mount top and bottom of signal heads to the signal head supports.

Provide 120V AC powered LED modules listed on the QPL, or provide 12V DC powered LED modules that meet the *ITE VTCSH Part 2: Light Emitting Diode (LED) Vehicle Signal Modules (Interim Purchase Specification)* with the exception of paragraphs 5.2, 5.3, 5.7, and testing associated with 120V AC. Ensure DC powered LED modules operate with input power between 9V DC and 15V DC.

Provide trailers that have durable paint in highway orange, Federal Standard 595C Color Chip ID # 12473 with a minimum paint thickness of 2.5 mils.

Provide trailers with a 12-volt trailer lighting system complying with *Federal Motor Carrier Safety Regulations 393*, safety chains, and a 2-inch ball hitch. When provided, locate generators, fuel tanks, batteries and electronic controls in protective housings that are provided with locks to restrict access.

Design the trailer assembly and signal supports to withstand an 80 MPH wind load with the signal supports raised in the operating position. Provide independent certification from a registered Professional Engineer that the assembly meets this 80 MPH wind load requirement. Provide a reliable hydraulic, electric or manual means for raising and lowering the signal support members. Provide screw-type stabilizing and leveling devices with a self-leveling foot to support the unit in the operating position on slopes 1V:3H or flatter when detached from the transporting vehicle.

During manual operation, ensure the system provides a means of informing the operator of signal indications, such as a light on the back of each signal head that illuminates when the signal displays a red indication.

Design the portable traffic signal system to perform without interruption during the time it is in operation.

Where a traffic actuated system is required, provide a system control unit that is capable of pre-timed operation, traffic actuated operation, a variable green time interval dependent upon vehicle actuations, and programmable yellow clearance and red clearance intervals. Furnish all sensors to monitor vehicle demands for vehicle actuation per the Project Special Provisions and Section 1098 of the Standard Specifications.

Design the systems to be fail-safe. Ensure the system monitors the following conditions: lack of green, yellow, and red signal indication voltage, total loss of indication on any approach, presence of multiple signal indications on any approach, conflicting green/yellow signal indications, and low power condition. In the event any of these conditions are detected, immediately begin flashing operation of red indications in all directions.

Provide either hard-wired, microwave, or radio controlled type communications for pre-timed and traffic actuated portable traffic signal systems. In the event a loss of communication is detected, immediately begin flashing operation of red indications in all directions.

Ensure systems that use wireless communication links continuously monitor and verify proper transmission and reception of data used to monitor and control each signal head. Ensure ambient mobile or other radio transmissions or adverse weather conditions do not affect the system. Encode signal transmissions digitally to protect radio transmissions from interference. Do not violate FCC regulations and ensure radio frequencies are appropriate for portable signal equipment applications.

Upon detecting a malfunction, ensure all signals go to a flashing red condition and the operator is notified by a reliable means approved by the Engineer. Provide a battery back-up system for generator and direct current powered signal systems to power the warning means and "flashing red" condition. Provide a back-up system with a 72-hour minimum reserve.

Ensure the system meets the Environmental Standards for traffic signals in accordance with NEMA TS-1, Section 2.

1.3. CONSTRUCTION METHODS

Do not use portable traffic signal systems in a work area with intersecting streets or driveways, unless directed by the Engineer.

Do not install portable traffic signal within 300 feet of at-grade railroad crossing.

During automatic operation, ensure the motorist has an unobstructed view of opposing traffic.

Ensure the distance between signal units does not exceed 500 feet unless otherwise shown on the plans or directed by the Engineer. If modification to the distance between signal units is required after the units are positioned, relocate the signals or the system and make the necessary timing revisions only as directed by the Engineer.

Submit a traffic signal timing plan to the Engineer for approval a minimum of two weeks prior to installation. Include the following items in the plan: distance between stop bars, speed limit to be posted during operation, each approach grade, recommended yellow change interval, recommended red clearance interval, recommended minimum and maximum green intervals. Make timing changes to approved signal timing plan only as authorized by the Engineer. Keep a written record of all timing changes.

Allow only trained operators to set up and operate the system. Provide an experienced operator at all times for each portable traffic signal system during periods of manual operation. Do not violate yellow change and red clearance intervals during periods of manual operation. During manual operation, ensure the operator has an unobstructed view of the motorists and all signal head units. Locate the operator as close to the center of the operation as possible.

Perform all maintenance operations required by the system manufacturer including periodic cleaning of the systems. Ensure properly skilled and trained maintenance personnel are available to maintain the system in good working order and to perform all emergency and preventive maintenance as recommended by the system manufacturer.

Furnish the Engineer with the name, office telephone number, cellular (mobile) telephone number, and pager number of the supervisory employee who will be responsible for maintenance and repair of equipment during all hours.

For all failures, malfunctions, or damage to this equipment, begin necessary repairs within four hours of notification. Complete repairs within eight hours of notification. Comply with Section 150 for maintenance of traffic flow. The inability to contact the supervisory employee or prearranged alternate will not extend repair time requirements.

In the event that the system becomes inoperative, be prepared at all times to revert to flagging operations or suspend all construction activities requiring the use of the portable traffic signal system until the system is restored to proper operation. Implement flagging operations as shown on 2012 Roadway Standard Drawing No. 1101.02 Sheet 1 (Closure of one lane of a Two-lane, Two-way Highway).

When not in operation, remove signal heads from the view of traffic or cover signal heads with burlap bags or bags made of non-ripping material specifically designed for covering signal heads. Do not use trash bags of any type. Remove, cover, fold, or turn all inappropriate signs so that they are not readable by oncoming traffic.

1.4. MEASUREMENT AND PAYMENT

Actual number of portable traffic signal systems furnished, installed, operated, removed, and accepted.

No measurement will be made for operation, relocation, maintenance, removal of each system, or use of flaggers during repair periods as these will be considered incidental to furnishing, installing, and operating the portable traffic signal systems.

No measurement will be made for signal controller, communication cable, messenger cable, wireless communication, inductive loop sawcut, loop emulator detection system, machine vision detection system, microwave detection system, detector channel/unit, detector lead-in cable, trenching, vehicle signal heads, signal head support assemblies, signal cable, and traffic signal software as these will be considered incidental to furnishing, installing, and operating the portable traffic signal systems.

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Payment will be made under:

Portable Traffic Signal System (actuated)Each
Portable Traffic Signal System (pre-timed).....Each

STABILIZATION REQUIREMENTS:

(11-4-11)

S-2

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

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

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

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

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

All Roadway Areas

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

Waste and Borrow Locations

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

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

Approved Tall Fescue Cultivars

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

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

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

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

CRIMPING STRAW MULCH:

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

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

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

Project 41665.4B

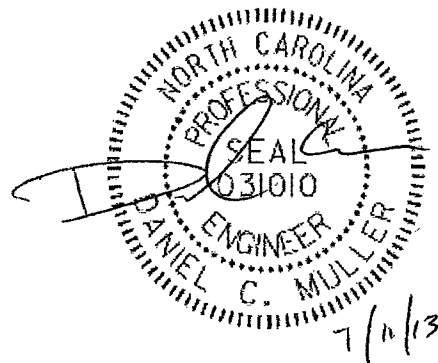
Carteret County

Project Special Provisions

Structure

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SCOPE OF WORK

(SPECIAL)

This work shall consist of furnishing all labor, equipment, and materials to rehabilitate the existing bridge structures by replacing the superstructures and performing repairs to the substructures. Work includes: portable lighting, partial removal of the existing structures, placing new superstructures, constructing, maintaining and removing temporary bridging, repairing deteriorated concrete in the substructure, filling cracks in the substructure with epoxy resin, removing the existing end posts, removing and replacing the existing lateral guides, milling of roadway approaches, removing and replacing the existing approach guardrail, disposal of waste material, installing joint material, asphalt paving, pavement markings, seeding and mulching all grassed areas disturbed; and all incidental items necessary to complete the project as specified and shown on the plans. No separate payment will be made for portable lighting as the cost of such is incidental to the work being performed.

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

- 1.) Carteret County Bridge #35 – US70 over Ward Creek (Superstructure Replacement and Substructure Repairs)
- 2.) Carteret County Bridge #39 – US70 over Oyster Creek (Superstructure Replacement and Substructure Repairs)

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

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

FALSEWORK AND FORMWORK

(4-1-11)

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.

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.

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

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

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

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

Wind Loads

Table 2.2 of Article 2.2.5.1 is modified to include wind velocities up to 110 mph (177 km/hr). 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 (m) above ground	Pressure, lb/ft ² (kPa) for Indicated Wind Velocity, mph (km/hr)				
	70 (112.7)	80 (128.7)	90 (144.8)	100 (160.9)	110 (177.0)
0 to 30 (0 to 9.1)	15 (0.72)	20 (0.96)	25 (1.20)	30 (1.44)	35 (1.68)
30 to 50 (9.1 to 15.2)	20 (0.96)	25 (1.20)	30 (1.44)	35 (1.68)	40 (1.92)

50 to 100 (15.2 to 30.5)	25 (1.20)	30 (1.44)	35 (1.68)	40 (1.92)	45 (2.15)
over 100 (30.5)	30 (1.44)	35 (1.68)	40 (1.92)	45 (2.15)	50 (2.39)

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) (km/hr)	COUNTY	25 YR (mph) (km/hr)	COUNTY	25 YR (mph) (km/hr)
Alamance	70 (112.7)	Franklin	70 (112.7)	Pamlico	100 (160.9)
Alexander	70 (112.7)	Gaston	70 (112.7)	Pasquotank	100 (160.9)
Alleghany	70 (112.7)	Gates	90 (144.8)	Pender	100 (160.9)
Anson	70 (112.7)	Graham	80 (128.7)	Perquimans	100 (160.9)
Ashe	70 (112.7)	Granville	70 (112.7)	Person	70 (112.7)
Avery	70 (112.7)	Greene	80 (128.7)	Pitt	90 (144.8)
Beaufort	100 (160.9)	Guilford	70 (112.7)	Polk	80 (128.7)
Bertie	90 (144.8)	Halifax	80 (128.7)	Randolph	70 (112.7)
Bladen	90 (144.8)	Harnett	70 (112.7)	Richmond	70 (112.7)
Brunswick	100 (160.9)	Haywood	80 (128.7)	Robeson	80 (128.7)
Buncombe	80 (128.7)	Henderson	80 (128.7)	Rockingham	70 (112.7)
Burke	70 (112.7)	Hertford	90 (144.8)	Rowan	70 (112.7)
Cabarrus	70 (112.7)	Hoke	70 (112.7)	Rutherford	70 (112.7)
Caldwell	70 (112.7)	Hyde	110 (177.0)	Sampson	90 (144.8)
Camden	100 (160.9)	Iredell	70 (112.7)	Scotland	70 (112.7)
Carteret	110 (177.0)	Jackson	80 (128.7)	Stanley	70 (112.7)
Caswell	70 (112.7)	Johnston	80 (128.7)	Stokes	70 (112.7)
Catawba	70 (112.7)	Jones	100 (160.9)	Surry	70 (112.7)
Cherokee	80 (128.7)	Lee	70 (112.7)	Swain	80 (128.7)
Chatham	70 (112.7)	Lenoir	90 (144.8)	Transylvania	80 (128.7)
Chowan	90 (144.8)	Lincoln	70 (112.7)	Tyrell	100 (160.9)

Clay	80 (128.7)	Macon	80 (128.7)	Union	70 (112.7)
Cleveland	70 (112.7)	Madison	80 (128.7)	Vance	70 (112.7)
Columbus	90 (144.8)	Martin	90 (144.8)	Wake	70 (112.7)
Craven	100 (160.9)	McDowell	70 (112.7)	Warren	70 (112.7)
Cumberland	80 (128.7)	Mecklenburg	70 (112.7)	Washington	100 (160.9)
Currituck	100 (160.9)	Mitchell	70 (112.7)	Watauga	70 (112.7)
Dare	110 (177.0)	Montgomery	70(112.7)	Wayne	80 (128.7)
Davidson	70 (112.7)	Moore	70 (112.7)	Wilkes	70 (112.7)
Davie	70 (112.7)	Nash	80 (128.7)	Wilson	80 (128.7)
Duplin	90 (144.8)	New Hanover	100 (160.9)	Yadkin	70 (112.7)
Durham	70 (112.7)	Northampton	80 (128.7)	Yancey	70 (112.7)
Edgecombe	80 (128.7)	Onslow	100 (160.9)		
Forsyth	70 (112.7)	Orange	70 (112.7)		

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.

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 (25 mm). 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.

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.

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.

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.

METHOD OF MEASUREMENT

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

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

(4-1-11)

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. G. R. Perfetti, P. E.
State Bridge Design Engineer

Via other delivery service:

Mr. G. R. Perfetti, P. E.
State Bridge Design Engineer

North Carolina Department
of Transportation
Structure Design Unit
1581 Mail Service Center
Raleigh, NC 27699-1581

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

North Carolina Department
of Transportation
Structure Design Unit
1000 Birch Ridge Drive
Raleigh, NC 27610

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

Submittals may also be made via email.

Send submittals to:

plambert@ncdot.gov (Paul Lambert)

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

jgaither@ncdot.gov (James Gaither)

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

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

Via US mail:

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

Via other delivery service:

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

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

Via US mail:

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

Via other delivery service:

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

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

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

Primary Structures Contact:		Paul Lambert
	250 – 4041	(919)
		(919)
	250 – 4082 facsimile	
	<u>plambert@ncdot.gov</u>	

Secondary Structures Contacts:	James Gaither	(919)
	250 – 4042	
	David Stark	(919)
	250 – 4044	

Eastern Regional Geotechnical Contact (Divisions 1-7):

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

Western Regional Geotechnical Contact (Divisions 8-14):

John Pilipchuk
(704) 455 – 8902
(704) 455 – 8912 facsimile
jpilipchuk@ncdot.gov

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 Submittal¹
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
Evazote Joint Seals ⁶	9	0	"Evazote 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 1072-10
Miscellaneous Metalwork ^{4,5}	7	0	Article 1072-10
Optional Disc Bearings ⁴	8	0	"Optional Disc Bearings"

Overhead Signs	13	0	Article 903-3(C) & 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 ____”
Precast Retaining Wall Panels	10	1	Article 1077-2
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 Casting Plans	10	0	Article 1077-2 & “Sound Barrier Wall”
Sound Barrier Wall Steel Fabrication Plans ⁵	7	0	Article 1072-10 & “Sound Barrier Wall”
Structural Steel ⁴	2, then 7	0	Article 1072-10
Temporary Detour Structures	10	2	Article 400-3 & “Construction, Maintenance and Removal of Temporary Structure at Station ____”
TFE Expansion Bearings ⁴	8	0	Article 1072-10

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 and subarticles 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 1072-10 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 Submittal¹
Drilled Pier Construction Plans ²	1	0	"Drilled Piers"
Crosshole Sonic Logging (CSL) Reports ²	1	0	"Crosshole Sonic Logging" & "Drilled Piers"
Pile Driving Equipment Data Forms ^{2,3}	1	0	Article 450-5 & "Piles"
Pile Driving Analyzer (PDA) Reports ²	1	0	"Pile Driving Analyzer" & "Piles"

Retaining Walls ⁴	8	2	Applicable Provisions
Contractor Designed Shoring ⁴	7	2	“Temporary Shoring”, “Anchored Temporary Shoring” & “Temporary Soil Nail Walls”

FOOTNOTES

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

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

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

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

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

GROUT FOR STRUCTURES

7-12-07

1.0 DESCRIPTION

This special provision addresses grout for use in structures, including continuous flight auger (CFA) piles, micropiles, soil nail and anchored retaining walls and backfilling crosshole sonic logging (CSL) tubes or grout pockets, shear keys, dowel holes and recesses for cored slabs and box beams or as noted in the plans. This provision does not apply to grout placed in post-tensioning ducts for bridge beams, girders, or decks. Provide grout composed of portland cement, water and at the Contractor’s option, fine aggregate and/or pozzolan. If necessary, use set controlling admixtures. Proportion, mix and place grout in accordance with the plans, the applicable section of the *Standard Specifications* or special provision for the application and this provision.

2.0 MATERIALS

Refer to Division 10 of the *Standard Specifications*:

Item	Article
Portland Cement	1024-1
Water	1024-4
Fine Aggregate	1014-1

Fly Ash	1024-5
Ground Granulated Blast Furnace Slag	1024-6
Admixtures	1024-3

At the Contractor’s option, use an approved packaged grout in lieu of the materials above with the exception of the water. Contact the Materials and Tests (M&T) Unit for a list of approved packaged grouts. Consult the manufacturer to determine if the packaged grout selected is suitable for the application and meets the compressive strength and shrinkage requirements.

3.0 REQUIREMENTS

Unless required elsewhere in the Contract, provide non-metallic grout with minimum compressive strengths as follows:

Property	Requirement
Compressive Strength @ 3 days	2500 psi (17.2 MPa)
Compressive Strength @ 28 days	4500 psi (31.0 MPa)

For applications other than micropiles, soil nails and ground anchors, use non-shrink grout with shrinkage of less than 0.15%.

When using approved packaged grout, a grout mix design submittal is not required. Submit grout mix designs in terms of saturated surface dry weights on M&T Form 312U in accordance with the applicable section of the *Standard Specifications* or special provision for the structure. Use an approved testing laboratory to determine the grout mix proportions. Adjust proportions to compensate for surface moisture contained in the aggregates at the time of mixing. Changes in the saturated surface dry mix proportions will not be permitted unless a revised grout mix design submittal is accepted.

For each grout mix design, provide laboratory test results for compressive strength, density, flow and if applicable, aggregate gradation and shrinkage. Submit compressive strength for at least 3 cube and 2 cylinder specimens at the age of 3, 7, 14 and 28 days for a total of at least 20 specimens tested. Perform laboratory tests in accordance with the following:

Property	Test Method
Compressive Strength	AASHTO T106 and T22
Density	AASHTO T133
Flow for Sand Cement Grout	ASTM C939 (as modified below)
Flow for Neat Cement Grout (no fine aggregate)	Marsh Funnel and Cup API RP 13B-1, Section 2.2
Aggregate Gradation for Sand Cement Grout	AASHTO T27
Shrinkage for Non-shrink Grout	ASTM C1090

When testing grout for flow in accordance with ASTM C939, modify the flow cone outlet diameter from ½ to ¾ inch (13 to 19 mm).

When grout mix designs are submitted, the Engineer will review the mix designs and notify the Contractor as to their acceptability. Do not use grout mix designs until written acceptance has been received. Acceptance of grout mix designs or use of approved packaged grouts does not relieve the Contractor of responsibility to furnish a product that meets the Contract requirements.

Upon written request from the Contractor, a grout mix design accepted and used satisfactorily on a Department project may be accepted for use on other projects.

4.0 SAMPLING AND PLACEMENT

The Engineer will determine the locations to sample grout and the number and type of samples collected for field and laboratory testing. Use API RP 13B-1 for field testing grout flow and density of neat cement grout. 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.

Do not place grout if the grout temperature is less than 50°F (10°C) or more than 90°F (32°C) or if the air temperature measured at the location of the grouting operation in the shade away from artificial heat is below 40°F (4°C).

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. Place grout before the time between adding the mixing water and placing the grout exceeds that in the table below.

ELAPSED TIME FOR PLACING GROUT (with continuous agitation)		
Air or Grout Temperature Whichever is Higher	Maximum Elapsed Time	
	No Set Retarding Admixture Used	Set Retarding Admixture Used
90°F (32°C) or above	30 min.	1 hr. 15 min.
80°F (27°C) through 89°F (31°C)	45 min.	1 hr. 30 min.
79°F (26°C) or below	60 min.	1 hr. 45 min.

5.0 MISCELLANEOUS

Comply with Articles 1000-9 through 1000-12 of the *Standard Specifications* to the extent applicable for grout in lieu of concrete.

SECURING OF VESSELS**(10-12-01)**

Secure vessels in accordance with Section 107 of the Standard Specifications and the following provision.

When utilizing barges, tugboats or other vessels, take all necessary precautions to ensure that such vessels are securely anchored or moored when not in active operation. Take all necessary measures to ensure that the vessels are operated in a manner that avoids damage to or unnecessary contact with bridges and other highway structures and attachments. If severe weather conditions are anticipated, or should be anticipated through reasonable monitoring of weather forecasts, take additional measures to protect bridges and other highway structures and attachments from extreme conditions. The Contractor is strictly liable for damages to any bridge or other highway structure or attachment caused by a vessel owned or controlled by the Contractor. The Contractor is also liable to third parties for property damages and loss of revenue caused by vessels under the Contractor's control.

**CONSTRUCTION, MAINTENANCE AND REMOVAL
OF TEMPORARY BRIDGING AT BRIDGE #****(SPECIAL)****DESCRIPTION**

Construct, maintain and afterwards remove temporary bridging and approach ramps in accordance with the applicable parts of the Contract Plans, the Standard Specifications and this Special Provision. Provide temporary bridging and approach ramps with a minimum overall length equal to the length of the superstructure plus the required approach ramps. Provide a temporary structure with a minimum clear roadway width of 14'-10" feet.

ALTERNATIVE DESIGN REQUIREMENTS

For bidding purposes, the contract plans provide one method of constructing the temporary bridging and approach ramps. The Contractor may choose to propose an alternate method of providing temporary bridging if the following requirements are met:

Design the temporary bridging for HS-20 live load in accordance with the current edition of the AASHTO Standard Specifications for Highway Bridges. In addition to satisfying member stress requirements, service load deflections shall be limited such that the bridging does not make contact with the top of the wearing surface except at locations directly over the end and interior bents. As a minimum, design the bridge rails to be capable of resisting a 10 kip load in accordance with the current edition of the AASHTO Standard Specifications for Highway Bridges. In addition, design structural elements to which the bridge rail is attached, or elements which may receive loads transmitted through the rail, to distribute and/or withstand these loads.

Provide a timber floor system that meets the above design requirements. Other floor systems are permitted if approved.

Submit design calculations to the Engineer for review and approval that, as a minimum, include stress calculations for the following structural components: railings, rail post, rail post connections, flooring, main girders. Indicate the condition of any used materials in the design calculations. Detailed drawings and design calculations of the structural components shall be signed and sealed by a North Carolina Registered Professional Engineer.

MATERIALS

All wood and timber products shall be inspected in accordance with Article 1082-1 of the Standard Specifications. The use of ungraded timber and lumber is not permitted. Use material conforming to grading rules of SPIB, NELMA or other nationally recognized specification.

Include material specifications for all new and used materials, including commercial grades and species of timber and lumber, in the detail drawings of the structure. In addition, show the location and a detailed sketch of the used materials indicating condition of the material, the

location and geometry of existing but unused holes, attachments left over from previous use and any other irregularities in the material.

New and used material for temporary structures constructed by the Contractor, including systems intended for multiple usages, shall be inspected and approved prior to assembly.

Fabricators of temporary structures utilizing modular panels shall be AISC certified or equivalent. Submit proof of certification in accordance with Section 1072 of the Standard Specifications.

CONSTRUCTION METHODS

Before vehicles are allowed onto the temporary structure, the contractor shall inspect the structure and submit a written statement certifying that the erected structure complies with the approved detailed drawings. Temporary structures utilizing modular panels shall be inspected and certified by a manufacturer's representative. Any condition that does not comply with the accepted drawings, or any other condition deemed unsatisfactory by the Engineer, is cause for rejection until corrections are made.

Once vehicular traffic is allowed on a structure utilizing modular panels, routine inspection by the manufacturer will be required. The first inspection of the structure will be one month after opening the structure to vehicular traffic. Subsequent inspections shall be performed every six months. An inspection report provided by the Department must be completed by the manufacturer and submitted to the Engineer within 3 days of each inspection. Any items documented in the report indicating safety or stability issues with the structure must be reported immediately. All safety and stability repairs will be performed promptly by the Contractor and approved by the Engineer.

MEASUREMENT AND PAYMENT

The lump sum price bid for "Construction, Maintenance and Removal of Temporary Bridging at Bridge # _____" will be full compensation for the above work including all materials, equipment, tools, labor and incidentals necessary to complete and monitor the work.

PARTIAL REMOVAL OF EXISTING STRUCTURE

(SPECIAL)

Description

Remove the existing superstructure and the lateral guides as indicated on the plans and in accordance with Section 402 of the Standard Specifications.

Construction Methods

Care shall be taken not to damage the substructure, other than the existing lateral guides, when removing the prestressed concrete cored slabs. If the concrete bent caps are damaged during removal it shall be the Contractor's responsibility to submit to the Engineer for review a repair procedure for all damaged areas. Repairs made to damage done by removal of the superstructure will be at the expense of the Contractor.

Special Removal and Delivery of Selected Cored Slab Units

Prior to the commencement of work, precast concrete cored slab units will be marked by the Engineer for special delivery to North Carolina State University. These units shall be removed using multiple pick-up points and spreader beams to ensure that they are not damaged during removal. The method of removal shall be submitted to the Engineer for review and approval prior to beginning any removal of the existing structure.

The Contractor shall deliver these units to the following address:

North Carolina State University
Centennial Campus
Constructed Facilities Laboratory
2414 Campus Short Drive
Raleigh, NC 27695

Two weeks prior to the delivery of the selected cored slab units, the Contract shall provide advance notice of delivery to the Engineer and the following contact:

Rudolf (Rudi) Seracino
Associate Professor - Structural Engineering
Department of Civil, Construction, and Environmental Engineering
North Carolina State University
Raleigh, NC 27695-7533
Phone: 919-513-1735
Fax: 919-513-1765
Email: rudi_seracino@ncsu.edu

Specially marked units shall be fully supported and secured during shipment to ensure they are not damaged during delivery.

Measurement and Payment

Partial Removal of Existing Structure (Bridge #) will be paid for at the lump sum price bid which will be the full compensation for all items required to partially remove the existing structures including, but not limited to, those items contained in Article 402-1 of the *Standard Specifications*.

Special Removal and Delivery of Cored Slab Units will be measure and paid for at the contract unit bid price per each cored slab unit specially removed and delivered to the designated location and will be full compensation for the cost of labor, tools, equipment and incidentals necessary to remove and deliver the designated cored slab units per the above requirements.

Pay Item

Partial Removal of Existing Structure at Bridge #_
Special Removal and Delivery of Cored Slab Units

Pay Unit

Lump Sum
Each

STABILIZATION OF EXISTING SPAN DURING CONSTRUCTION**(SPECIAL)****1.0 DESCRIPTION**

The Contractor shall stabilize the superstructure by retensioning the existing transverse posttensioning to ensure that excessive movement of the existing cored slab units under the temporary bridging does not cause the bridging to become unstable. The intent of this provision is to keep the remaining cored slab units from acting independently of each other during construction.

The Contractor is specifically forewarned that the condition of the existing superstructure is such that removal of the existing posttensioning may result in additional movement by the cored slab units. If this movement becomes excessive the temporary bridging could become unstable and unable to support traffic loading.

2.0 CONSTRUCTION METHODS

Prior to removal of the cored slab units for stage I construction, the existing posttensioning strands shall be cut such that enough strand remains to accommodate retensioning of the strand. The stand shall then be pulled to a force no less than 15 kips. If the strand is broken during retensioning, or if the existing condition of the strand is such that it cannot resist the above specified tension, the Contractor shall provide a replacement strand of equal or better materials and cross-section and capable of resisting the minimum specified tension force.

If at any time during removal or during construction, the existing cored slab units exhibit movement such that the temporary bridging becomes unstable, all work shall cease, the bridge shall be temporarily closed to traffic and the Engineer shall be immediately notified as to proper course of action.

The Contractor may, at his option, submit an alternate plan for ensuring the stability of superstructure during removal and staged construction.

3.0 MEASUREMENT AND PAYMENT

Stabilization of Existing Span During Construction will be measured and paid for at the contract unit price bid per each span stabilized and will be full compensation for the cost of labor, tools, equipment and incidentals necessary to accomplish retensioning of the existing strand or furnishing and installing a replacement strand.

Pay Item	Pay Unit
Stabilization of Existing Span During Construction	Each

TEMPORARY METAL BRIDGE RAIL**(SPECIAL)****1.0 DESCRIPTION**

This special provision addresses the requirement for the temporary metal bridge railing for the new cored slab superstructure. Prior to placing traffic adjacent to the newly placed exterior cored slab units construct guardrail as shown in Roadway Standard Drawings Nos 862.02 and 862.03.

2.0 MATERIALS

All materials shall meet the requirements of the 2012 Standard Specifications. Guardrail items shall meet the material requirements set forth in Roadway Standard Drawings Nos. 862.02 and 862.03.

Posts shall be placed at the embedded anchor locations shown in the contract plans.

3.0 MEASUREMENT AND PAYMENT

Temporary Metal Bridge Rail at Bridge #_ will be measured and paid for at the lump sum price bid per and will be full compensation for the cost of labor, tools, equipment and incidentals necessary to fully construct, maintain, and remove the metal bridge rail as shown in the plans. Such payment will also include the cost of all furnishing and installing all metal bridge rail materials.

Pay Item

Temporary Metal Bridge Rail at Bridge #_

Pay Unit

Lump Sum

CONCRETE REPAIRS

(12-5-12)

DESCRIPTION

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

The location and extent of repairs shown on the plans described herein are general in nature. The Engineer determines the extent of removal in the field based on an evaluation of the condition of the exposed surfaces. The Contractor shall coordinate removal operations with the Engineer. No more than 30% of a round or square column or 30% of the bearing area under a beam shall be removed without a temporary support system and approval from the Engineer.

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

REPAIR MATERIAL OPTIONS**Polymer Modified Concrete Repair Material**

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

Prior to the application of repair mortar, square up edges in repair areas, thoroughly clean surfaces to be repaired and remove all loose materials. Remove grease, wax, salt, and oil contaminants by scrubbing with an industrial grade detergent or degreasing compound followed by a mechanical cleaning. Remove weak or deteriorated concrete to sound concrete by bush hammering, gritblasting, scarifying, waterblasting, or other approved methods. Remove dirt, dust, laitance and curing compounds by gritblasting, sanding, or etching with 15% hydrochloric acid. Acid etch only if approved by the Engineer. Follow acid etching by scrubbing and flushing with copious amounts of clean water. Check the cleaning using moist pH paper. Water cleaning is complete when the paper reads 10 or higher.

Follow all mechanical cleaning with vacuum cleaning.

When surface preparation is completed, mix and apply repair mortar in accordance with manufacturer's recommendations. Use aggregate that is washed, kiln-dried, and bagged.

Apply bonding agent to all repair areas immediately prior to placing repair mortar. Repair areas shall be formed unless otherwise approved by the Engineer. Form areas to establish the original neat lines of the member being repaired.

Apply repair mortar to damp surfaces only when approved. In such instances, remove all free water by air-blasting. After applying the repair mortar, remove excessive material and provide a smooth, flush surface.

Class A Concrete Repair Material

Repair material shall be Class A Portland Cement Concrete as described in Section 1000 of the Standard Specifications.

Prior to the application of Class A concrete, square up edges in repair areas, thoroughly clean surfaces to be repaired and remove all loose materials. Remove grease, wax, salt, and oil contaminants by scrubbing with an industrial grade detergent or degreasing compound followed by a mechanical cleaning. Remove weak or deteriorated concrete to sound concrete by bush hammering, gritblasting, scarifying, waterblasting, or other approved methods. Remove dirt, dust, laitance and curing compounds by gritblasting, sanding, or etching with 15% hydrochloric acid. Acid etch only if approved by the Engineer. Follow acid etching by scrubbing and flushing with copious amounts of clean water. Check the cleaning using moist pH paper. Water cleaning is complete when the paper reads 10 or higher.

Follow all mechanical cleaning with vacuum cleaning.

Upon completion of surface preparation, mix and apply concrete in accordance with Standard Specifications and/or manufacturer's recommendations. Use aggregate that is washed, kiln-dried, and bagged. Apply bonding agent to all repair areas immediately prior to placing repair mortar. Repair areas shall be formed unless otherwise approved by the Engineer. Form areas to establish the original neat lines of the member being repaired.

Apply concrete to damp surfaces only when approved. In such instances, remove all free water by air-blasting. After applying the repair mortar, remove excessive material and provide a smooth, flush surface.

TEMPORARY WORK PLATFORM

Prior to beginning any repair work, provide details for a sufficiently sized temporary work platform at each repair location. Design steel members to meet the requirements of the American Institute of Steel Construction Manual. Design timber members in accordance with the "National Design Specification for Stress-Grade Lumber and Its Fastenings" of the National Forest Products Association. Submit the platform design and plans for review and approval. The design and plans shall be sealed and signed by a North Carolina registered Professional Engineer. Do not install the platform until the design and plans are approved. Drilling holes in the superstructure for the purpose of attaching the platform is prohibited.

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

MEASUREMENT AND PAYMENT

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

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

Payment will be made under:

Pay Item	Pay Unit
Concrete Repairs	Cubic Feet

EPOXY RESIN INJECTION

(12-5-12)

1.0 GENERAL

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

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

2.0 SCOPE OF WORK

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

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

1.0 COOPERATION

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

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

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

2.0 TESTING

The North Carolina Department of Transportation Materials and Tests Unit will obtain cores from the repaired concrete for testing. If the failure plane is located at the repaired crack, a minimum compressive strength of 3000 psi is required of these cores.

3.0 MATERIAL PROPERTIES

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

	Test Method	Specification Requirements
Viscosity @ 40 \pm 3°F, cps	Brookfield RVT Spindle	6000 - 8000

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

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

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

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

Pot Life (60 gram mass)

@ 77 ± 3°F - 15 minutes minimum

@ 100 ± 3°F - 5 minutes minimum

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

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

Cured 3 days @ 40°F wet concrete		3500 psi (min.)
Cured 7 days @ 40°F wet concrete		4000 psi (min.)
Cured 1 day @ 77°F dry concrete		5000 psi (min.)
* Cure test specimens so that the peak exothermic temperature of the adhesive does not exceed 77°F.		

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

4.0 EQUIPMENT FOR INJECTION

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

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

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

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

5.0 PREPARATION

Follow these steps prior to injecting the epoxy resin:

Remove all dirt, dust, grease, oil, efflorescence and other foreign matter detrimental to the bond of the epoxy injection surface seal system from the surfaces adjacent to the cracks or other areas of application. Acids and corrosives are not permitted.

Provide entry ports along the crack at intervals not less than the thickness of the concrete at that location.

Apply surface seal material to the face of the crack between the entry ports. For through cracks, apply surface seal to both faces.

Allow enough time for the surface seal material to gain adequate strength before proceeding with the injection.

6.0 EPOXY INJECTION

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

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

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

Perform epoxy adhesive injection continuously until cracks are completely filled.

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

7.0 FINISHING

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

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

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

8.0 BASIS OF PAYMENT

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

PILE JACKETS

SPECIAL

Description

This specification establishes the minimum requirements for furnishing installing permanent outer pile forms, standoffs, steel reinforcement bands and steel bracing collars for the installation of pile jackets for pile repair. It is intended to ensure that the supplier's forms and installation/reinforcing details shall allow the forms to be filled with concrete without failure, and provide durable, corrosion resistant pile protection.

Materials**Forms:**

The form shall be fabricated from fiberglass and polyester resins, or other inert materials that are compatible with Portland cement and produce a form with equal levels of corrosion resistance and durability. The inside face of the forms shall have a texture equal to that provided by sandblasting, and shall have no bond inhibiting agents in contact with cementitious materials. Forms shall include polymer standoffs of sufficient number and spacing to maintain a minimum space of 2" between the reinforcing steel and the jacket. Provide forms with dimensions in accordance with the sizing chart shown in the plans. For pumped applications provide ports in accordance with the plans. The minimum allowable thickness of the forms is 1/8". Upon opening to place around a pile, the form shall be capable of returning to its original shape without assistance or damage. It shall have an interlocking joint along one side, which will permit the form to be assembled and sealed in place around the pile. Contractor shall submit form details to the Engineer for approval prior to beginning work.

Transverse joints (if any) shall be of overlapping configuration.

The material furnished must meet the following physical property requirements:

- (a) Water Absorption (ASTM-D570) 1% Maximum
- (b) Ultimate Tensile Strength (ASTM-D638)* 9,000 psi Minimum
- (c) Flexural Strength (ASTM-D796)* 16,000 psi Minimum
- (d) Flexural Modulus of Elasticity (ASTM-D790) 700,000 psi Minimum
- (e) Barcol Hardness (ASTM-D2583) 30 – 40
- (f) Color Similar to Federal Color Standard 595 Number 36622 – the color shall be integral in the form material.
- (g) Accelerated Weathering ... The fabricated form material shall be subjected to a 500 hour exposure test in a Twin-Carbon-ARC-Weather-Ometer (ASTM G-23, Type D) at an operating temperature of 145°F. Said test to be made at twenty minute cycles consisting of seventeen minutes of light and three minutes of water spray plus light. At the end of the exposure test the exposed samples shall not show any chipping, flaking or peeling. The test panels shall be prepared from the materials meeting the

physical property requirements above, and they shall be in accordance with the manufacturer's recommendations.

“*”= On original specimen whose flat surfaces are not machined to disturb the fiberglass.

Epoxy Gel Sealant

Use an approved marine epoxy gel to adhere the outer jacket seams. The epoxy paste must be a two component epoxy compound, capable of being applied underwater. The ratio of resin component to hardener component is 1:1 by volume. To assist in evaluating the thoroughness of job site mixing, each component must be of sharply contrasting color.

Concrete

Concrete shall meet the requirements of the *Standard Specs* for Class A Concrete. Use a pea gravel mix suitable for pumped applications. An anti-washout admixture may be used for in water applications. Concrete mix design shall be submitted for approval prior to beginning work.

Reinforcement Bands

Provide reinforcement bands similar to that shown in the plans. The bands shall be reusable, and shall be equipped with quick release fasteners.

Submit details and calculations showing design loads and the placement of the bands on the pile form necessary to reinforce the form against failure from the concrete pressure, or any other loading the form may experience, including its use on battered piles.

Steel Bracing Collar

For forms to be supported on temporary falsework provide a steel bracing collar which will reinforce the bottom of the form and allow connection to the falsework.

Construction Methods

Prior to jacket installation, remove all deteriorated concrete and thoroughly clean pile of marine growth, oil, grease, mud, rust, and any other deleterious material which might prevent proper bonding between the concrete and the pile. Accomplish pile preparation and cleaning by chipping, grit blasting, high pressure water blasting, or by divers using powered rotary abraders. Any method that produces the quality of cleaning necessary to meet the bond requirements of this specification may be considered. When necessary, perform the pile cleaning in 2 phases where active marine growth occurs. In the first phase, a maximum of 7 days before the encapsulation, remove marine growth, oil, grease, rust, and broken concrete, etc. In the second phase, a maximum of 48 hrs before placement of concrete in the outer pile jacket, perform a final surface preparation, removing all remaining deleterious substances including micro-organisms.

Place the jacket assembly and position it around the pile in such a manner as to assure that no damage to stand-offs and rebar cage occur. Ensure there will be no detrimental movement of the joints while joint adhesive is curing. The placement of the jacket is to be determined by the location of the affected pile and in accordance with the contract drawings.

Seal the longitudinal and transverse seams, if any, with marine epoxy paste as described above.

Place concrete using a pump or tremie. Free fall placement of concrete will not be allowed if any part of the jacket is submerged below water. For above water applications free fall placement will only be allowed for jacket lengths up to 10'. Cope the top of the repair to drain water.

No tainted water above pH 9.0 will be allowed to discharge from the work site. Monitoring of pH levels inside and outside of the jacket is required during the pumping operation. Perimeter monitoring site should be no more than 10 ft down flow from the work area. If the pH of the water within the jacket exceeds then pump to a container and hold until the pH level returns to 9.0.

Concrete shall attain a minimum strength of 3000 psi prior to removing form work.

Submittals

Submit shop drawings and calculations to the Engineer for approval prior to start of fabrication. Submittal shall include form dimensions, standoffs, pump ports (where applicable), reinforcing cage installation, reinforcement bands, collars, temporary falsework, methods to seal the form, form installation, and sequence of concrete placement.

Material Certification

For materials to be used, the Supplier shall furnish a certificate to the Engineer attesting that the materials meet all the requirements contained herein and that they conform in all respects to the materials subjected to the tests required. Copies of current test reports shall be attached to the certificate. No test report for tests made more than one year prior to shipment will be accepted for the form material.

Measurement and Payment

Concrete Pile Jackets will be measured and paid for at the contract unit price bid per linear foot of concrete encased pile jacket and will be full compensation for removal, containment and disposal off-site of unsound concrete including the cost of materials, labor, tools, equipment and incidentals necessary to accomplish removal; cleaning the pile, furnishing and installation of reinforcement, jacket installation, falsework; furnishing and placement of concrete including pumping equipment, pH monitoring, pollution control, turbidity curtains, and all else required to repair existing deteriorated concrete piles using pile jackets.

Payment will be made under:

Pay Item
Concrete Pile Jackets

Pay Unit
Linear Feet

STANDARD SPECIAL PROVISION
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

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

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

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

STANDARD SPECIAL PROVISION
NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

(5-17-11)

Z-3

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

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

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

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

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

<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. 9-18-12)

Z-4

Revise the *2012 Standard Specifications* as follows:

Division 2

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

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

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

Division 4

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

Division 6

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

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

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

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

Division 10

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

Division 12

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

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

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

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

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

Division 15

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

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

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

Division 17

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

Revise the *2012 Roadway Standard Drawings* as follows:

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

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

(3-18-03)

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

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

STANDARD SPECIAL PROVISION**MINIMUM WAGES**

(7-21-09)

Z-5

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

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

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

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

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

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

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

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

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

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

County : Carteret

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	1330000000-E	607	INCIDENTAL MILLING	1,533 SY		
0003	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	70 TON		
0004	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	1,089 TON		
0005	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	49 TON		
0006	3030000000-E	862	STEEL BM GUARDRAIL	1,277 LF		
0007	3215000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE III	8 EA		
0008	3270000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350	8 EA		
0009	3360000000-E	863	REMOVE EXISTING GUARDRAIL	1,827 LF		
0010	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	296 SF		
0011	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	40 SF		
0012	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	4 EA		
0013	4430000000-N	1130	DRUMS	60 EA		
0014	4445000000-E	1145	BARRICADES (TYPE III)	48 LF		
0015	4450000000-N	1150	FLAGGER	700 HR		
0016	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM PORTABLE TRAFFIC SIGNAL SYSTEM (PRE-TIMED)	2 EA		
0017	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM TEMPORARY RUMBLE STRIPS	24 EA		
0018	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	206 EA		

County : Carteret

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0019	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	1,688 LF		
0020	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	1,827 LF		
0021	4687000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 240 MILS)	1,040 LF		
0022	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	10,376 LF		
0023	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	96 LF		
0024	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	8,910 LF		
0025	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	48 LF		
0026	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	17 EA		
0027	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	2.3 CY		
0028	8217000000-E	425	REINFORCING STEEL (BRIDGE)	293 LB		
0029	8224000000-E	425	EPOXY COATED REINFORCING STEEL (BRIDGE)	1,258 LB		
0030	8475000000-E	460	TWO BAR METAL RAIL	1,414 LF		
0031	8517000000-E	460	1'-**X ***** CONCRETE PARA-PET (1'-2" X 2'-10")	1,444 LF		
0032	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum	L.S.	
0033	8660000000-E	SP	CONCRETE REPAIRS	13 CF		
0034	8678000000-E	SP	EPOXY RESIN INJECTION	494 LF		
0035	8762000000-E	430	3'-0" X 1'-9" PRESTRESSED CONC CORED SLABS	10,080 LF		

County : Carteret

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0036	8860000000-N	SP	GENERIC STRUCTURE ITEM CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMPORARY BRIDGING AT BRIDGE #35	Lump Sum	L.S.	
0037	8860000000-N	SP	GENERIC STRUCTURE ITEM CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMPORARY BRIDGING AT BRIDGE #39	Lump Sum	L.S.	
0038	8860000000-N	SP	GENERIC STRUCTURE ITEM PARTIAL REMOVAL OF EXISTING STRUCTURE AT BRIDGE #35	Lump Sum	L.S.	
0039	8860000000-N	SP	GENERIC STRUCTURE ITEM PARTIAL REMOVAL OF EXISTING STRUCTURE AT BRIDGE #39	Lump Sum	L.S.	
0040	8860000000-N	SP	GENERIC STRUCTURE ITEM TEMPORARY METAL BRIDGE RAIL AT BRIDGE #35	Lump Sum	L.S.	
0041	8860000000-N	SP	GENERIC STRUCTURE ITEM TEMPORARY METAL BRIDGE RAIL AT BRIDGE #39	Lump Sum	L.S.	
0042	8867000000-E	SP	GENERIC STRUCTURE ITEM CONCRETE PILE JACKETS	61 LF		
0043	8897000000-N	SP	GENERIC STRUCTURE ITEM SPECIAL REMOVAL & DELIVERY OF CORED SLAB UNITS	10 EA		
0044	8897000000-N	SP	GENERIC STRUCTURE ITEM STABILIZATION OF EXISTING SPAN DURING CONSTRUCTION	17 EA		
1220/Jul17/Q46337.3/D253709100000/E44			Total Amount Of Bid For Entire Project :			

Vendor 1 of 4: SMITH-ROWE, LLC (9965)
Call Order 002 (Proposal: C203404)

Bid Information

County: CARTERET
Address: Mt Airy NC
Mt Airy, NC , 27030
Signature Check: Tom_Barton_9965
Time Bid Received: August 20, 2013 01:36 PM
Amendment Count: 0

Bid Checksum: 9D9B449E
Bid Total: \$2,992,410.75 ✓
Items Total: \$2,992,410.75
Time Total: \$0.00

Bidding Errors:
None.

MBE GOAL SET 1.0
MBE GOAL MET 1.0

WBE GOAL SET 1.0
WBE GOAL MET 1.0

Vendor 1 of 4: SMITH-ROWE, LLC (9965)
Call Order 002 (Proposal: C203404)

Bid Bond Information

Projects:	Bond Maximum:
Counties:	State of Incorporation:
Bond ID: SNC13478023	Agency Execution Date: 7/26/2013 8
Paid by Check: No	Surety Name: surety2000
Bond Percent: 5%	Bond Agency Name: Travelers Casualty and Surety Company of America

Vendor 9965's Bid Information for Call 002, Letting L130820, 08/20/13

Smith Rowe LLC (9965)
Call Order 002 (Proposal ID C203404)

LIST OF MBE PARTICIPANTS

VENDOR NUMBER	DBE NAME ADDRESS	WORK CODE TYPE OF WORK	CERT TYPE AMOUNT
2676	MB PAUL D. WILLIAMS DBA PAUL D. WI POST OFFICE BOX 1385 , DUNN, NC 28335		Sub 42,000.00 Committed
TOTAL:			\$42,000.00 1.40%

Vendor 9965's Bid Information for Call 002, Letting L130820, 08/20/13

Smith Rowe LLC (9965)
Call Order 002 (Proposal ID C203404)

LIST OF WBE PARTICIPANTS

VENDOR NUMBER	DBE NAME ADDRESS	WORK CODE TYPE OF WORK	CERT TYPE AMOUNT
4761	WB TRAFFIC CONTROL SAFETY SERVICES POST OFFICE BOX 24511 , WINSTON-SALEM, NC 27114		Sub 32,000.00 Committed
TOTAL:			\$32,000.00 1.07%

Vendor 9965's Bid Information for Call 002, Letting L130820, 08/20/13

Smith Rowe LLC (9965)
Call Order 002 (Proposal ID C203404)

Miscellaneous Data Info - Contractor Responses:

NON-COLLUSION AND DEBARMENT CERTIFICATION

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

- Explanation:
 NOT ANSWERED
 NOT ANSWERED
 NOT ANSWERED
 NOT ANSWERED

AWARD LIMITS ON MULTIPLE PROJECTS

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

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

The Award Limits shall apply to the following projects:

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

Bid Bond Data Info - Contractor Responses:

=====

BondID: SNC13478023
Surety Registry Agency: surety2000
Verified?: Yes
Surety Agency: Travelers Casualty and Surety Company of America
Bond Execution Date: 7/26/2013 8
Bond Amount: \$149,620.54 (Five Percent of Bid)

Contract ID: C203404 Project(s): STATE FUNDED
Letting Date: 08-20-13 Call Order: 002
Bidder: 9965 - Smith Rowe LLC

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
Section 0001 ROADWAY ITEMS				
Alt Group				
0001	0000100000-N MOBILIZATION	LUMP	LUMP	144,822.00
0002	1330000000-E INCIDENTAL MILLING	1,533.000 SY	15.00000	22,995.00
0003	1489000000-E ASPHALT CONC BASE COURSE, TYPE B25.0B	70.000 TON	115.00000	8,050.00
0004	1519000000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5B	1,089.000 TON	85.00000	92,565.00
0005	1575000000-E ASPHALT BINDER FOR PLANT MIX	49.000 TON	665.00000	32,585.00
0006	3030000000-E STEEL BM GUARDRAIL	1,277.000 LF	15.00000	19,155.00
0007	3215000000-N GUARDRAIL ANCHOR UNITS, TYPE III	8.000 EA	1,500.00000	12,000.00
0008	3270000000-N GUARDRAIL ANCHOR UNITS, TYPE 350	8.000 EA	1,850.00000	14,800.00
0009	3360000000-E REMOVE EXISTING GUARDRAIL	1,827.000 LF	1.00000	1,827.00
0010	4400000000-E WORK ZONE SIGNS (STATIONARY)	296.000 SF	5.00000	1,480.00
0011	4410000000-E WORK ZONE SIGNS (BARRICADE MOUNTED)	40.000 SF	6.50000	260.00

Contract ID: C203404 Project(s): STATE FUNDED
Letting Date: 08-20-13 Call Order: 002
Bidder: 9965 - Smith Rowe LLC

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0012	4420000000-N PORTABLE CHANGEABLE MESSAGE SIGN	4.000	6,800.00000		27,200.00	
		EA				
0013	4430000000-N DRUMS	60.000	36.00000		2,160.00	
		EA				
0014	4445000000-E BARRICADES (TYPE III)	48.000	17.00000		816.00	
		LF				
0015	4450000000-N FLAGGER	700.000	18.00000		12,600.00	
		HR				
0016	4600000000-N GENERIC TRAFFIC CONTROL ITEM PORTABLE TRAFFIC SIGNAL SYSTEM (PRE-TIMED)	2.000	24,600.00000		49,200.00	
		EA				
0017	4600000000-N GENERIC TRAFFIC CONTROL ITEM TEMPORARY RUMBLE STRIPS	24.000	560.00000		13,440.00	
		EA				
0018	4650000000-N TEMPORARY RAISED PAVEMENT MARKERS	206.000	7.00000		1,442.00	
		EA				
0019	4685000000-E THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	1,688.000	1.00000		1,688.00	
		LF				
0020	4686000000-E THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	1,827.000	1.25000		2,283.75	
		LF				
0021	4687000000-E THERMOPLASTIC PAVEMENT MARKING LINES (4", 240 MILS)	1,040.000	2.50000		2,600.00	
		LF				
0022	4810000000-E PAINT PAVEMENT MARKING LINES (4")	10,376.000	0.50000		5,188.00	
		LF				

Contract ID: C203404 Project(s): STATE FUNDED
Letting Date: 08-20-13 Call Order: 002
Bidder: 9965 - Smith Rowe LLC

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0023	4835000000-E PAINT PAVEMENT MARKING LINES (24")	96.000 LF	4.00000		384.00	
0024	4850000000-E REMOVAL OF PAVEMENT MARKING LINES (4")	8,910.000 LF	1.00000		8,910.00	
0025	4870000000-E REMOVAL OF PAVEMENT MARKING LINES (24")	48.000 LF	3.00000		144.00	
0026	4900000000-N PERMANENT RAISED PAVEMENT MARKERS	17.000 EA	41.00000		697.00	
0027	8182000000-E CLASS A CONCRETE (BRIDGE)	2.300 CY	1,900.00000		4,370.00	
0028	8217000000-E REINFORCING STEEL (BRIDGE)	293.000 LB	2.00000		586.00	
0029	8224000000-E EPOXY COATED REINFORCING STEEL (BRIDGE)	1,258.000 LB	2.00000		2,516.00	
0030	8475000000-E TWO BAR METAL RAIL	1,414.000 LF	94.00000		132,916.00	
0031	8517000000-E 1'-**"X *****" CONCRETE PARA- PET (1'-2" X 2'-10")	1,444.000 LF	57.00000		82,308.00	
0032	8657000000-N ELASTOMERIC BEARINGS	LUMP	LUMP		58,000.00	
0033	8660000000-E CONCRETE REPAIRS	13.000 CF	558.00000		7,254.00	
0034	8678000000-E EPOXY RESIN INJECTION	494.000 LF	55.00000		27,170.00	

Contract ID: C203404 Project(s): STATE FUNDED
 Letting Date: 08-20-13 Call Order: 002
 Bidder: 9965 - Smith Rowe LLC

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0035	8762000000-E 3'-0" X 1'-9" PRESTRESSED CONCCORED SLABS	10,080.000 LF	133.00000	1,340,640.00
0036	8860000000-N GENERIC STRUCTURE ITEM CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMPORARY BRIDGING AT BRIDGE #35	LUMP	LUMP	265,000.00
0037	8860000000-N GENERIC STRUCTURE ITEM CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMPORARY BRIDGING AT BRIDGE #39	LUMP	LUMP	265,000.00
0038	8860000000-N GENERIC STRUCTURE ITEM PARTIAL REMOVAL OF EXISTING STRUCTURE AT BRIDGE #35	LUMP	LUMP	108,000.00
0039	8860000000-N GENERIC STRUCTURE ITEM PARTIAL REMOVAL OF EXISTING STRUCTURE AT BRIDGE #39	LUMP	LUMP	108,000.00
0040	8860000000-N GENERIC STRUCTURE ITEM TEMPORARY METAL BRIDGE RAIL AT BRIDGE #35	LUMP	LUMP	20,000.00
0041	8860000000-N GENERIC STRUCTURE ITEM TEMPORARY METAL BRIDGE RAIL AT BRIDGE #39	LUMP	LUMP	20,000.00
0042	8867000000-E GENERIC STRUCTURE ITEM CONCRETE PILE JACKETS	61.000 LF	750.00000	45,750.00
0043	8897000000-N GENERIC STRUCTURE ITEM SPECIAL REMOVAL & DELIVERY OF CORED SLAB UNITS	10.000 EA	730.00000	7,300.00

Contract ID: C203404 Project(s): STATE FUNDED
 Letting Date: 08-20-13 Call Order: 002
 Bidder: 9965 - Smith Rowe LLC

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0044	8897000000-N GENERIC STRUCTURE ITEM STABILIZATION OF EXISTING SPAN DURING CONSTRUCTION EA	17.000	1,077.00000	18,309.00
Section 0001 Total				2,992,410.75
Bid Total				2,992,410.75

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
MBE COMMITMENT ITEMS

DATE: 07-22-13
PAGE: 8

PROPOSAL: C203404
LETTING: L130820 CALL: 002
VENDOR: 9965 Smith Rowe LLC

LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
MBE SUBCONTRACTOR: 2676 PAUL D. WILLIAMS DBA PAUL D. WILLIAMS HAULING Will Use Quote: Yes						
0038	8860000000-N	GENERIC STRU	LS	1.000	21000.00000	21000.00
0039	8860000000-N	GENERIC STRU	LS	1.000	21000.00000	21000.00
MBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						42,000.00 Committed

TOTAL MBE COMMITMENT FOR VENDOR:	Entered:	1.40% or	42000.00
	Required:	1.00% or	29924.11
		<GOAL MET>	

NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION
WBE COMMITMENT ITEMS

DATE: 07-22-13
PAGE: 9

PROPOSAL: C203404
LETTING: L130820 CALL: 002
VENDOR: 9965 Smith Rowe LLC

LINE ITEM ITEM UNIT SUBCONTRACTOR SUBCONTRACTOR EXTENDED
NO. NO. DESC. TYPE QUANTITY UNIT PRICE AMOUNT

WBE SUBCONTRACTOR: 4761 TRAFFIC CONTROL SAFETY SERVICES, INC.
Will Use Quote: Yes

0016 4600000000-N GENERIC TRAF EA 2.000 16000.00000 32000.00

 WBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 32,000.00 **Committed**

TOTAL WBE COMMITMENT FOR VENDOR: Entered: 1.07% or 32000.00
 Required: 1.00% or 29924.11
 <GOAL MET>

Contract Item Sheets For C203404

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum LS	144,822.00	144,822.00
0002	1330000000-E	607	INCIDENTAL MILLING	1,533 SY	15.00	22,995.00
0003	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	70 TON	115.00	8,050.00
0004	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	1,089 TON	85.00	92,565.00
0005	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	49 TON	665.00	32,585.00
0006	3030000000-E	862	STEEL BM GUARDRAIL	1,277 LF	15.00	19,155.00
0007	3215000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE III	8 EA	1,500.00	12,000.00
0008	3270000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350	8 EA	1,850.00	14,800.00
0009	3360000000-E	863	REMOVE EXISTING GUARDRAIL	1,827 LF	1.00	1,827.00
0010	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	296 SF	5.00	1,480.00
0011	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	40 SF	6.50	260.00
0012	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	4 EA	6,800.00	27,200.00
0013	4430000000-N	1130	DRUMS	60 EA	36.00	2,160.00
0014	4445000000-E	1145	BARRICADES (TYPE III)	48 LF	17.00	816.00
0015	4450000000-N	1150	FLAGGER	700 HR	18.00	12,600.00
0016	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM PORTABLE TRAFFIC SIGNAL SYSTEM (PRE-TIMED)	2 EA	24,600.00	49,200.00
0017	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM TEMPORARY RUMBLE STRIPS	24 EA	560.00	13,440.00
0018	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	206 EA	7.00	1,442.00

Contract Item Sheets For C203404

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0019	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	1,688 LF	1.00	1,688.00
0020	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	1,827 LF	1.25	2,283.75
0021	4687000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 240 MILS)	1,040 LF	2.50	2,600.00
0022	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	10,376 LF	0.50	5,188.00
0023	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	96 LF	4.00	384.00
0024	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	8,910 LF	1.00	8,910.00
0025	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	48 LF	3.00	144.00
0026	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	17 EA	41.00	697.00
0027	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	2.3 CY	1,900.00	4,370.00
0028	8217000000-E	425	REINFORCING STEEL (BRIDGE)	293 LB	2.00	586.00
0029	8224000000-E	425	EPOXY COATED REINFORCING STEEL (BRIDGE)	1,258 LB	2.00	2,516.00
0030	8475000000-E	460	TWO BAR METAL RAIL	1,414 LF	94.00	132,916.00
0031	8517000000-E	460	1'-**X ***** CONCRETE PARAPET (1'-2" X 2'-10")	1,444 LF	57.00	82,308.00
0032	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum LS	58,000.00	58,000.00
0033	8660000000-E	SP	CONCRETE REPAIRS	13 CF	558.00	7,254.00
0034	8678000000-E	SP	EPOXY RESIN INJECTION	494 LF	55.00	27,170.00
0035	8762000000-E	430	3'-0" X 1'-9" PRESTRESSED CONC CORED SLABS	10,080 LF	133.00	1,340,640.00

Contract Item Sheets For C203404

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0036	8860000000-N	SP	GENERIC STRUCTURE ITEM CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMPORARY BRIDGING AT BRIDGE #35	Lump Sum LS	265,000.00	265,000.00
0037	8860000000-N	SP	GENERIC STRUCTURE ITEM CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMPORARY BRIDGING AT BRIDGE #39	Lump Sum LS	265,000.00	265,000.00
0038	8860000000-N	SP	GENERIC STRUCTURE ITEM PARTIAL REMOVAL OF EXISTING STRUCTURE AT BRIDGE #35	Lump Sum LS	108,000.00	108,000.00
0039	8860000000-N	SP	GENERIC STRUCTURE ITEM PARTIAL REMOVAL OF EXISTING STRUCTURE AT BRIDGE #39	Lump Sum LS	108,000.00	108,000.00
0040	8860000000-N	SP	GENERIC STRUCTURE ITEM TEMPORARY METAL BRIDGE RAIL AT BRIDGE #35	Lump Sum LS	20,000.00	20,000.00
0041	8860000000-N	SP	GENERIC STRUCTURE ITEM TEMPORARY METAL BRIDGE RAIL AT BRIDGE #39	Lump Sum LS	20,000.00	20,000.00
0042	8867000000-E	SP	GENERIC STRUCTURE ITEM CONCRETE PILE JACKETS	61 LF	750.00	45,750.00
0043	8897000000-N	SP	GENERIC STRUCTURE ITEM SPECIAL REMOVAL & DELIVERY OF CORED SLAB UNITS	10 EA	730.00	7,300.00
0044	8897000000-N	SP	GENERIC STRUCTURE ITEM STABILIZATION OF EXISTING SPAN DURING CONSTRUCTION	17 EA	1,077.00	18,309.00

TOTAL AMOUNT OF BID FOR ENTIRE PROJECT

\$2,992,410.75



Contract No. C203404
County Carteret

Rev. 5-19-11

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

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

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

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

SIGNATURE OF CONTRACTOR

Smith-Rowe, LLC

Full Name of Firm

639 Old US 52 South Mount Airy, NC 27030

Address as Prequalified

William F. Fulp
Signature of Witness

David L. Rowe
Signature of ~~Member/Manager/Authorized Agent~~
Select appropriate title

William F. Fulp

Print or type Signer's name

David L. Rowe

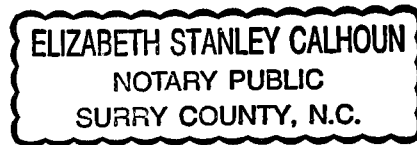
Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
5 day of September 2013

NOTARY SEAL

Elizabeth Stanley Calhoun
Signature of Notary Public



of Surry County

State of North Carolina

My Commission Expires: 03/14/14

Contract No. C203404

County (ies): Carteret

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

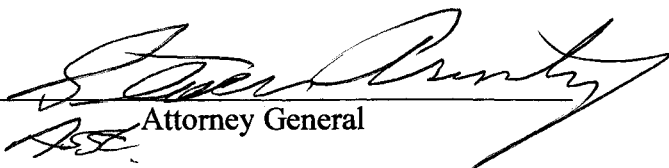


Contract Officer

9/19/13

Date

Execution of Contract and Bonds
Approved as to Form:



Attorney General

Contract No. C203404
 County Carteret

CONTRACT PAYMENT BOND

Date of Payment Bond Execution September 9, 2013

Name of Principal Contractor Smith-Rowe, LLC

Name of Surety: Travelers Casualty and Surety Company of America

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

Amount of Bond: Two Million Nine Hundred Ninety Two
 Thousand Four Hundred Ten Dollars and 75/100 \$2,992,410.75

Contract ID No.: C203404

County Name: Carteret

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. C203404
County Carteret

Rev 5-17-11

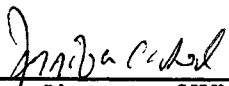
CONTRACT PAYMENT BOND

Affix Seal of Surety Company

Travelers Casualty and Surety Company of America
Print or type Surety Company Name

By Donna K. Ashley
Print, stamp or type name of Attorney-in-Fact

By: 
Signature of Attorney-in-Fact


Signature of Witness

Jennifer C. Hoehn
Print or type Signer's name

6100 Fairview Rd., Charlotte, NC 28210
Address of Attorney-in-Fact

Contract No.
County

C203404

Carteret

Rev 5-17-11

CONTRACT PAYMENT BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Smith-Rowe, LLC

Full name of Firm

639 Old US 52 South Mount Airy, NC 27030

Address as prequalified

By:



Signature of ~~Member, Manager, Authorized Agent~~
Select appropriate title

David L. Rowe

Print or type Signer's name



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. 105981975

Principal: Smith-Rowe, LLC

OR

Project Description: Carteret County #C203404

Obligee: North Carolina Department of Transportation

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Donna K. Ashley of the City of Charlotte, State of NC, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of September, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

Handwritten signature of Robert L. Raney, Senior Vice President

On this the 10th day of September, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2016.



Handwritten signature of Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

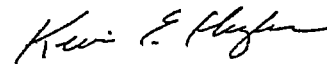
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of September, 2013



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named Individuals and the details of the bond to which the power is attached.

Contract No. C203404
 County Carteret

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: September 9, 2013

Name of Principal Contractor: Smith-Rowe, LLC

Name of Surety: Travelers Casualty and Surety Company of America

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

Amount of Bond: Two Million Nine Hundred Ninety Two Thousand Four Hundred Ten Dollars and 75/100 \$2,992,410.75

Contract ID No.: C203404

County Name: Carteret

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.

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County Carteret

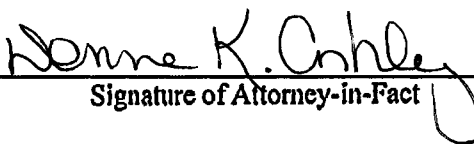
Rev 5-17-11


CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

Travelers Casualty and Surety Company of America
Print or type Surety Company Name

By Donna K. Ashley
Print, stamp or type name of Attorney-in-Fact

By: 
Signature of Attorney-in-Fact


Signature of Witness

Jennifer C. Hoehn
Print or type Signer's name

6100 Fairview Rd., Charlotte, NC 28210
Address of Attorney-in-Fact

Contract No.
County

C203404

Carteret

Rev 5-17-11

CONTRACT PERFORMANCE BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

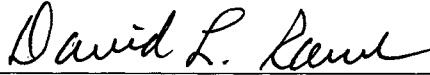
Smith-Rowe, LLC

Full name of Firm

639 Old US 52 South Mount Airy, NC 27030

Address as prequalified

By:



Signature of ~~Member~~, ~~Manager~~, ~~Authorized Agent~~
Select appropriate title

David L. Rowe

Print or type Signer's name



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. 105981975

Principal: Smith-Rowe, LLC

OR

Project Description: Carteret County #C203404

Obligee: North Carolina Department of Transportation

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Donna K. Ashley of the City of Charlotte, State of NC, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of September, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

Handwritten signature of Robert L. Raney, Senior Vice President

On this the 10th day of September, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2016.



Handwritten signature of Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of September, 2013.



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named Individuals and the details of the bond to which the power is attached.

