

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

C203385

CONTRACT AND  
CONTRACT BONDS

FOR CONTRACT NO. C203385

WBS 45829.3.FS1 IMPP-040-1(246)50

T.I.P NO. I-5607

COUNTY OF BUNCOMBE

THIS IS THE ROADWAY & STRUCTURE CONTRACT

ROUTE NUMBER I 40 LENGTH 5.050 MILES

LOCATION I-40 FROM MP-50 TO MP-55.

CONTRACTOR NHM CONSTRUCTORS, LLC

ADDRESS P.O. BOX 6385

ASHEVILLE, NC 28816

BIDS OPENED SEPTEMBER 17, 2013

CONTRACT EXECUTION OCT 21 2013

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

PROPOSAL

DATE AND TIME OF BID OPENING: **SEPTEMBER 17, 2013 AT 2:00 PM**

CONTRACT ID C203385  
WBS 45829.3.FS1

FEDERAL-AID NO. IMPP-040-1(246)50  
COUNTY BUNCOMBE  
T.I.P. NO. I-5607  
MILES 5.050  
ROUTE NO. I 40  
LOCATION I-40 FROM MP-50 TO MP-55.

TYPE OF WORK BRIDGE PRESERVATION, MILLING & RESURFACING.

**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 ROADWAY & STRUCTURE PROPOSAL**

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

**PROPOSAL FOR THE CONSTRUCTION OF  
CONTRACT No. C203385 IN BUNCOMBE 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. C203385; 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. C203385 in Buncombe 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.

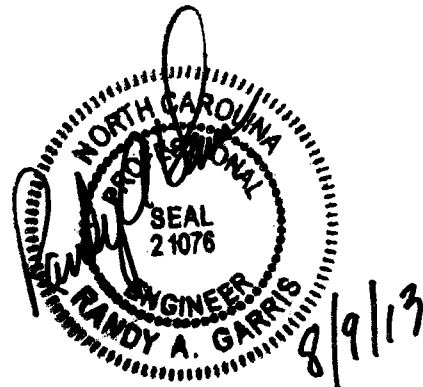
The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2012* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the 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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ITEM SHEET(S)      (TAN SHEETS)  
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**PROJECT SPECIAL PROVISIONS****GENERAL****CONTRACT TIME AND LIQUIDATED DAMAGES:**

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

108

SP1 G10 A

The date of availability for this contract is **October 28, 2013**.

The completion date for this contract is **October 15, 2014**.

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.

**INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:**

(2-20-07)

108

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **I-40, including Ramps and/or Loops** during the following time restrictions:

**DAY AND TIME RESTRICTIONS****SUNDAY THRU SATURDAY FROM 6:30 A.M. TO 7:00 P.M.**

The Contractor shall not narrow or close a lane of traffic on **I-40, including Ramps and/or Loops**, detain and/or alter the traffic flow on or during holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

**HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS**

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **3:00 p.m.** December 31st and **8:30 a.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **8:30 a.m.** the following Tuesday.
3. For **Easter**, between the hours of **3:00 p.m.** Thursday and **8:30 a.m.** Monday.

4. For **Memorial Day**, between the hours of **3:00 p.m.** Friday and **8:30 a.m.** Tuesday.
5. For **Independence Day**, between the hours of **3:00 p.m.** the day before Independence Day and **8:30 a.m.** the day after Independence Day.  
If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **3:00 p.m.** the Thursday before Independence Day and **8:30 a.m.** the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of **3:00 p.m.** Friday and **8:30 a.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **3:00 p.m.** Tuesday and **8:30 a.m.** Monday.
8. For **Christmas**, between the hours of **3:00 p.m.** the Friday before the week of Christmas Day and **8:30 a.m.** the following Tuesday after the week of Christmas Day.

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

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

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

The liquidated damages are **Two Thousand Five Hundred Dollars (\$2,500.00)** per 15 minute time period.

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

(2-20-07)

108

SP1 G14 D

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for road closures and restoring traffic to the existing traffic pattern. The Contractor shall not close **I-40 Ramps and/or Loops** during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**SUNDAY THRU SATURDAY from 6:30 a.m. to 7:00 p.m.**

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

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

The liquidated damages are **Two Thousand Five Hundred Dollars (\$2,500.00)** 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*):

<b>Line #</b>	<b>Description</b>
23	Latex Modified Concrete Overlay Very Early Strength
26	Hydro-Demolition of Bridge Deck
27	Placing and Finishing of Latex Modified Concrete Overlay Very Early Strength

**SPECIALTY ITEMS:**

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

108-6

SP1 G37

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

<b>Line #</b>	<b>Description</b>
13, 15 thru 16	Long-Life Pavement Markings
17	Permanent Pavement Markers

**FUEL PRICE ADJUSTMENT:**

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

109-8

SP1 G43

Revise the *2012 Standard Specifications* as follows:

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

The base index price for DIESEL #2 FUEL is \$ **3.1538** 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:

<b>Description</b>	<b>Units</b>	<b>Fuel Usage Factor Diesel</b>
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:

	<b><u>Fiscal Year</u></b>	<b><u>Progress (% of Dollar Value)</u></b>
2014	(7/01/13 - 6/30/14)	81% of Total Amount Bid
2015	(7/01/14 - 6/30/15)	19% of Total Amount Bid

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

**DISADVANTAGED BUSINESS ENTERPRISE:**

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

102-15(J)

SP1 G61

**Description**

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

**Definitions**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

*Letter of Intent* - Form signed by the Contractor and the DBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed DBE for the amount listed at the time of bid.

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

*Listing of DBE Subcontractors Form* - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only.

[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20\(Federal\).doc](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20(Federal).doc)

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

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

## **DBE Goal**

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

Disadvantaged Business Enterprises **3.0 %**

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

## **Directory of Transportation Firms (Directory)**

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

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

## **Listing of DBE Subcontractors**

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

additional DBE subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

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

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

(B) Paper Bids

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

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

**DBE Prime Contractor**

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

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

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

**Written Documentation – Letter of Intent**

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

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

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

**Submission of Good Faith Effort**

If the bidder fails to meet or exceed the DBE goal, the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach the DBE goal.

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

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

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

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).

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

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

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

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

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

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

#### **Counting DBE Participation Toward Meeting DBE Goal**

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

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

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

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

(C) Subcontracts (Non-Trucking)

A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract goal requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the DBE is not performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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



**Commercially Useful Function****(A) DBE Utilization**

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

**(B) DBE Utilization in Trucking**

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

- (1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.
- (2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.
- (5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the DBE and the Contractor will not count towards the DBE contract requirement.

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

### **DBE Replacement**

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

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

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

#### **(A) Performance Related Replacement**

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

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

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

- (3) A list of reasons why DBE quotes were not accepted.
  - (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.
- (B) Decertification Replacement
- (1) When a committed DBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
  - (2) When a committed DBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

### **Changes in the Work**

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

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

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

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

### **Reports and Documentation**

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

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

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

### **Reporting Disadvantaged Business Enterprise Participation**

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

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

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

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

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

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

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

#### **(A) Electronic Bids Reporting**

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

#### **(B) Paper Bids Reporting**

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

**Failure to Meet Contract Requirements**

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

**CERTIFICATION FOR FEDERAL-AID CONTRACTS:**

(3-21-90)

SP1 G85

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

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

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

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

**U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:**

(11-22-94)

108-5

SP1 G100

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

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

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

**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.

**GIFTS FROM VENDORS AND CONTRACTORS:**

(12-15-09)

107-1

SP1 G152

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

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

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

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

**EMPLOYMENT:**

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

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

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

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

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

**STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:**

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

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

**PROJECT SPECIAL PROVISIONS****ROADWAY****FINE MILLING:**

(8-9-13)

607

SPI 6-17

**Description**

This work includes fine milling of existing asphalt concrete pavement to remove the existing Ultra-thin Bonded Wearing Course as indicated in the Plans and as directed by the Engineer. The fine milled surface shall provide a texture suitable for use as a temporary riding surface and an immediate overlay with Ultra-thin Bonded Wearing Course with no further treatment or overlays.

**Construction Method****(A) Equipment**

Use power-driven, self-propelled fine-milling equipment possessing the size and shape to allow traffic safe passage through areas adjacent to the work. Also, ensure the fine-milling equipment will be:

- (1) Equipped with a cutting mandrel with carbide or equivalent tipped cutting teeth designed for fine-milling (5/16 inch spacing) bituminous pavement full lane width to close tolerances.
- (2) Equipped with grade and slope controls operating from a string line or ski and based on mechanical or sonic operation.
- (3) Capable of removing pavement to an accuracy of 3/8 in.
- (4) Furnished with a lighting system for night work, as necessary.
- (5) Provided with conveyors capable of side, rear, or front loading to transfer the milled material from the roadway to a truck.

**(B) Fine Milling Operation**

Follow the Plans to fine-mill the designated areas and depths, as required. Ensure the following requirements are met:

- (1) Ensure fine-milling methods produce a uniform finished surface and maintain a constant cross slope between extremities in each lane.
- (2) Provide positive drainage to prevent water accumulation on the fine-milled pavement, as shown on the Plans or directed by the Engineer.
- (3) Bevel back the longitudinal vertical edges greater than 2 inch produced by the removal process and left exposed to traffic. Bevel the vertical edges back at least 3 inch for each 2 inch of material removed. Use an attached mold board or other approved method.



- (4) Taper the transverse edges 10 ft to avoid creating a traffic hazard and to produce a smooth surface when removing material at ramp areas and ends of milled sections.
- (5) Protect with a temporary asphaltic concrete tie-in (paper joint) vertical edges at other areas such as bridge approach slabs, drainage structures, and utility appurtenances greater than 1/2 inch areas left open to transversing vehicles. Place the temporary tie-in at taper rate of at least 6 to 1 horizontal to vertical distance.
- (6) Remove dust, residue, and loose milled material from the fine-milled surface. Do not allow traffic on the milled surface and do not place asphaltic concrete on the milled surface until removal is complete.

(C) Quality Acceptance

Provide a fine-milled test section of a minimum of 400 feet in length for approval by the Engineer to ensure the fine milling operation provides a surface texture suitable as a temporary riding surface using a fine milling drum with adequate bit spacing and wrap configuration and proper forward cutting speed.

Ensure the fine-milling operation produces a uniform pavement texture true to line, grade, and cross section.

Fine-mill additional depth to eliminate excessive scabbing of the in place material as directed by the Engineer.

Fine-milled pavement surfaces are subject to visual and straightedge inspections. Ensure a 10 ft. straightedge is kept at the fine-milling operation to measure surface irregularities of the milled pavement surface.

Ensure the cross slope is uniform and no depressions or slope misalignments greater than 1/4 inch per 12 ft exist when the slope is tested with a straightedge placed perpendicular to the center line.

**Measurement and Payment**

*Fine Milling* will be measured and paid as the actual number of square yards of pavement surface milled in accordance with this Specification. In measuring this quantity, the length will be the actual length milled, measured along the pavement surface. The width will be the width required by the plans or directed, measured along the pavement surface. Such price and payment will be full compensation for furnishing equipment, fine-milling, hauling, stockpiling milled material, and satisfactorily performing the work.

Payment will be made under:

**Pay Item**  
Fine Milling

**Pay Unit**  
Square Yard

**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:

**TABLE 610-1  
DESIGN MIXING TEMPERATURE AT THE ASPHALT PLANT<sup>A</sup>**

Binder Grade	HMA	WMA
	JMF Temperature	JMF Temperature Range
PG 64-22	300°F	225 - 275°F
PG 70-22	315°F	240 - 290°F
PG 76-22	335°F	260 - 310°F

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

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

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

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

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

**TABLE 610-5  
PLACEMENT TEMPERATURES FOR ASPHALT**

Asphalt Concrete Mix Type	Minimum Surface and Air Temperature
B25.0B, C	35°F
I19.0B, C, D	35°F
SF9.5A, S9.5B	40°F
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 \$ **588.44** per ton.

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

**OPEN GRADED ASPHALT FRICTION COURSE, PERMEABLE ASPHALT DRAINAGE COURSE, AND ULTRA-THIN BONDED WEARING COURSE:**

(4-17-12)

609

SP6 R62

When producing and constructing open graded asphalt friction course, permeable asphalt drainage course, and ultra-thin bonded wearing course revise the *2012 Standard Specifications* as follows:

**Page 6-10, Subarticle 609-6(B) Required Sampling and Testing Frequencies**, delete the third paragraph and replace with the following:

Sample and test the completed mixture from each mix design per plant per year at the following minimum frequency during mix production:

<u>Accumulative Production Increment</u>	<u>Number of Samples per Increment</u>
500 tons	1

**Page 6-10, Subarticle 609-6(C) Control Charts**, delete the fourth paragraph and replace with the following:

Record the following data on the standardized control charts and in accordance with the requirements of Section 7.4 of the *HMA/QMS Manual*:

(a) Aggregate Gradation Test Results:

1. 12.5 mm (Types P57 & FC-2 Mod. Only)
2. 9.5 mm (Excluding Type P57)
3. 4.75 mm
4. 2.36 mm
5. 0.075 mm Sieves

(b) Binder Content, %,  $P_b$

**Page 6-11, Subarticle 609-6(D) Control Limits, Table 609-1 CONTROL LIMITS**, replace with the following:

<b>TABLE 609-1 CONTROL LIMITS</b>			
<b>Mix Control Criteria</b>	<b>Target Source</b>	<b>Moving Average Limit</b>	<b>Individual Limit</b>
12.5 mm Sieve (Types P57 & FC-2 Mod)	JMF	$\pm 4.0$	$\pm 8.0$
9.5 mm Sieve (Excluding Type P57)	JMF	$\pm 4.0$	$\pm 8.0$
4.75 mm Sieve	JMF	$\pm 4.0$	$\pm 8.0$
2.36 mm Sieve	JMF	$\pm 4.0$	$\pm 8.0$
0.075 mm Sieve	JMF	$\pm 1.5$	$\pm 2.5$
Binder Content	JMF	$\pm 0.3$	$\pm 0.7$
TSR (Ultra-thin Only)	Min. Spec. Limit	-	- 15%

**Page 6-12, Subarticle 609-6(F) Allowable Retesting for Mix Deficiencies, Table 609-2 RETEST LIMITS FOR MIX DEFICIENCIES**, replace with the following:

<b>TABLE 609-2 RETEST LIMITS FOR MIX DEFICIENCIES</b>	
<b>Property</b>	<b>Limit</b>
% Binder Content	by more than $\pm 1.0\%$
12.5 mm Sieve (Types P 57 & FC-2 Mod)	by more than $\pm 9.0\%$
9.5 mm Sieve (Excluding Type P 57)	by more than $\pm 9.0\%$
4.75 mm sieve	by more than $\pm 9.0\%$
2.36 mm sieve	by more than $\pm 9.0\%$
0.075 mm sieve	by more than $\pm 3.0\%$
TSR (Ultra-thin only)	by more than -15% from Specification limit

**Page 6-17, Subarticle 609-9(C) Limits of Precision, Table 609-3 LIMITS OF PRECISION FOR TEST RESULTS, replace with the following:**

<b>TABLE 609-3 LIMITS OF PRECISION FOR TEST RESULTS</b>	
<b>Mix Property</b>	<b>Limits of Precision</b>
12.5 mm Sieve (Types P 57 & FC-2 Mod. Only)	± 6.0%
9.5 mm Sieve (Excluding Type P 57)	± 5.0%
4.75 mm Sieve	± 5.0%
2.36 mm Sieve	± 5.0%
0.075 mm Sieve	± 2.0%
Asphalt Binder Content	± 0.5%
TSR (Ultra-thin HMA Only)	± 15.0%

**VERY HIGH EARLY STRENGTH CONCRETE FOR CONCRETE PAVEMENT  
REPAIR**

(Revised 06-11-13)

SPI

Submit mix designs for Very High Early Strength Concrete for Concrete Pavement Repair in terms of saturated surface dry weights on M & T Form 312U for acceptance at least 30 days before proposed use.

Use a mix sufficient to obtain at least a flexural strength of 400 psi at 4 hours or prior to opening to traffic. Entrain 5 % ± 1.5% air in the freshly mixed concrete. Produce the mix with a maximum slump of 1.5" for placement by a fully mechanized paving train and a maximum slump of 3" for hand placement.

Use cement, fine aggregate, coarse aggregate, admixtures and, optionally, pozzolan as shown on the Department's approved list.

Submit 4 hour flexural strength results of at least 6 beams made and tested in accordance with AASHTO T126 and T97 with M & T Form 312U. In addition, submit 4 hour compressive strength results of at least six 4" by 8" or 6" by 12" cylinders and maturity test results of the mix. With permission of the Engineer, compressive strength testing and maturity testing may be used in lieu of or concurrent with flexural strength testing to determine the acceptability of the concrete in the field.

Design and produce the mix in accordance with BASF Chemical Company's 4 X 4 Concrete system or a comparable proprietary system. The timing of the addition of hydration control admixtures is critical to the performance of this concrete; therefore, an admixture representative shall be present on the job when Very High Early Strength Concrete is batched.

**REPAIR OF 8 INCH CONTINUOUSLY REINFORCED CONCRETE PAVEMENT:**

(3-9-07)(Rev 7-11-13)

SPI 7-4

**Description**

This work consists of removing 8" continuously reinforced concrete pavement (CRC), furnishing and placing 8" continuously reinforced concrete pavement and satisfactorily disposing of the existing damaged 8" continuously reinforced concrete pavement, as shown in the plans or as directed **by the Engineer**.

**Materials**

Refer to Division 10 of the *Standard Specifications*.

<b>Item</b>	<b>Section</b>
Portland Cement Concrete Production and Delivery	1000
Aggregate QC/QA	1006
Aggregate For Non-asphalt Type Bases	1010
Curing Agents for Concrete	1026
Reinforcing Steel, except that epoxy coating will not be required	1070

The concrete will be accepted, based on **the specification for "Very High Early Strength Concrete For Concrete Repair"**.

**Construction Methods**

Repair continuously reinforced concrete pavement in accordance with the applicable requirements of Section 700 of the *Standard Specifications* and the following provisions:

At locations as directed by the Engineer, the Contractor shall remove unsuitable aggregate base material to achieve a 12" depth from the top of pavement surface and backfill with 4" Aggregate Base Course Backfill.

At locations as directed by the Engineer, the Contractor shall undercut the subgrade, place a soil-stabilization fabric, and backfill with Aggregate Base Course Backfill.

The Contractor shall thoroughly tamp any subgrade material loosened in the pavement removal process before the pavement is replaced. New pavement shall be cast to a thickness of at least 8 inches.

Reinforcing steel shall be installed and spliced in accordance with the "Detail for Repair of Continuously Reinforced Concrete Pavement" drawing. Splices shall be made by using either a welded splice or a mechanical splice using bar couplers and have an 18-inch lap splice provided at the center of the patch. The reinforcing steel shall be cleaned of loose concrete, rust and other materials to the degree acceptable to the Engineer before making the splice.

For the mechanical splice option, the bar coupler shall be a cold forged mechanical splice applied by dies of an appropriate shape. The completed splice shall achieve 125% of the required minimum yield strength. Samples of complete splices shall be furnished to the Engineer for testing purposes. The proposed bar coupler shall be approved by the Engineer before being used.

As a result of the full depth sawing of the existing pavement to remove the distressed area, saw cuts that extend into the adjacent pavement shall be filled with epoxy prior to placing traffic on the new area.

The Contractor shall take necessary measures to protect the exposed subgrade and base from damage resulting from surface water and rain during the period between the pavement removal and replacement. The Contractor shall **complete all necessary work to the concrete in order to restore traffic to normal traffic pattern within the timeframe specified in the contract for lane closures** unless otherwise directed by the Engineer.

The surface finish of the proposed concrete pavement shall be a burlap drag finish and conform to the cross-section of adjacent pavement. Immediately after finishing operations have been completed and surface water has disappeared, all exposed surfaces of the pavement shall be cured in accordance with the applicable provisions of Article 700-9 Curing and Section 1026 Curing Agents for Concrete of the *Standard Specifications*.

The placement of continuously reinforced concrete pavement shall be conducted in one lane at a time. The work shall be accomplished with other operations in progress in the same area.

The pavement shall not be opened to traffic until the minimum specified strength is obtained.

### **Measurement and Payment**

*8" Continuously Reinforced Concrete Repair* will be measured and paid for in square yards completed and accepted. The width of the repair will be measured perpendicular to the centerline of the lane. The length will be the actual length constructed, measured along the centerline of the pavement. The unit price will be full compensation for furnishing, placing, and curing concrete; furnishing and placing reinforcing steel; splicing reinforcing steel; sawing and removing concrete and filling saw cuts around the pavement repair, and for all labor, materials, tools, equipment, and incidentals necessary to complete the work.

*Aggregate Base Course for Backfill* will be measured and paid for in accordance with Article 520-11 of the *Standard Specifications*. The contract unit price will be full compensation removing of existing aggregate base course and replacing with aggregate base course backfill and for all labor, materials, tools, equipment and incidentals necessary to complete the work.

Payment will be made under:

#### **Pay Item**

8" Continuously Reinforced Concrete Repair  
Aggregate Base Course for Backfill

#### **Pay Unit**

Square Yard  
Ton



**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.
<i>Units</i>	<i>psi</i>					<i>inch</i>	<i>inch</i>	<i>lb/cy</i>	<i>lb/cy</i>	<i>lb/cy</i>	<i>lb/cy</i>
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 Flowable Fill	3,000 7 day	0.400	0.400	-	-	6	-	658	-	-	-
excavatable	150 max. at 56 days	as needed	as needed	as needed	as needed	-	Flow-able	-	-	40	100
Flowable Fill	125	as needed	as needed	as needed	as needed	-	Flow-able	-	-	100	as needed
non-excavatable											
Pavement	4,500 design, field 650 flexural, design only	0.559	0.559	-	-	1.5 slip form 3.0 hand place	-	526	-	-	-
Precast	See Table 1077-1	as needed	as needed	-	-	6	as needed	as needed	as needed	as needed	as needed
Prestress	per contract	See Table 1078-1	See Table 1078-1	-	-	8	-	564	as needed	-	-

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

All fencing material and accessories shall meet Section 106.

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

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

**TABLE 1078-1  
REQUIREMENTS FOR CONCRETE**

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

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

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

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

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

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

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

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

**Page 10-179, 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	<b>120</b>	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.

**WORK ZONE TRAFFIC CONTROL****Project Special Provision - Temporary Traffic Control Devices****Description**

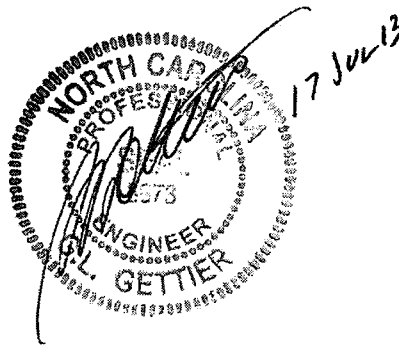
This Special Provision covers devices and spacing to be utilized during Repair of Reinforced Concrete Pavement and bridge deck rehabilitation on I-40.

**Construction Methods**

For the safety of construction workers and to alert the travelling public of the work area. The contractor shall utilize Drums on 10 foot spacing along the work area for the above construction operations in place of the device and spacing as stated in the applicable Roadway Standard Drawings and/or temporary traffic control plan as stated elsewhere in this Proposal.

**Measurement and Payment**

The payment for providing Drums at 10 foot spacing is to be included in the Lump Sum Temporary Traffic Control pay item.



**WORK ZONE TRAFFIC CONTROL****Project Special Provision - Temporary Closure of Loops and/or Ramps****Description**

This special Provision covers work to be completed using temporary closures of loops and /or ramps at the following interchanges with I-40 in Buncombe County while paving on I-40, and bridge deck rehabilitation on I-40 is taking place using temporary lane closures:

- US 25 Hendersonville Road
- US 25A Sweeten Creek Road
- I-240/ US74A Charlotte Highway
- Porters Cove Road

The closure of loops and/or ramps will take place as directed by the Resident Engineer, and shall be in accordance with **Intermediate Contract Number 2 and Liquidated Damages** as stated elsewhere in this Proposal.

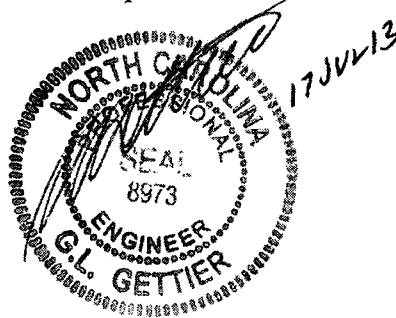
**Construction Methods**

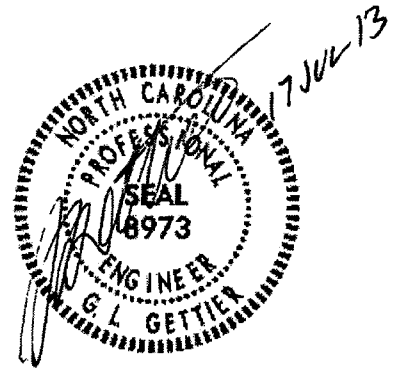
The traffic control will utilize temporary lane closures on I-40 along with closures of loops and/or ramps with offsite detours to perform the work. The contractor shall provide the Resident Engineer with a traffic control plan for each location, consisting of all detour signing and traffic control devices along I-40 and the appropriate Y-lines necessary to accomplish the work.

The contractor shall complete the required work of installing, maintaining, covering, and removing the traffic control devices for the lane closures and detour signing for the loops and/or ramps closures. Traffic shall be restored to the existing traffic pattern at the end of each work period.

**Measurement and Payment**

The payment for providing temporary traffic control plans for the detours, as well as the labor, devices and signs for the temporary loop and/or ramp closures is to be included in the Lump Sum Temporary Traffic Control pay item.





## **WORK ZONE TRAFFIC CONTROL GENERAL REQUIREMENTS**

### **TEMPORARY TRAFFIC CONTROL (TTC):**

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *2012 Standard Specifications* and the following provisions:

Install Work Zone Advance Warning Signs in accordance with the detail drawing provided in these plans prior to beginning any other work. Use a lane closure or slow moving operation to complete the work, as necessary, unless otherwise indicated. Refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02, 1130.01, 1135.01 and 1180.01 of the *2012 Roadway Standard Drawings*. Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to attached details and Standard Drawing No. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, and 1180.01 of the *2012 Roadway Standard Drawings* when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal. Properly ballasted cones and skinny drums may be used instead of drums. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 1 mile in length at any given time on 2 Lane, 2 Way facilities unless otherwise approved by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the *2012 Standard Specifications* and the Engineer.

When personnel and/or equipment are working on the shoulder adjacent to and within 5 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *2012 Roadway Standard Drawings*. When personnel and/or equipment are working within a lane of travel of an undivided facility, close the lane according to the traffic control plans, *2012 Roadway Standard Drawings* or as directed by the Engineer.



Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

When utilizing a slow-moving operation for such items as pavement marking and marker placement, as a minimum the slow moving operation caravan shall consist of the vehicles and devices shown on the Moving Operation Caravan Details according to Roadway Standard Drawing No. 1101.02, sheet 11 of the *2012 Roadway Standard Drawings*. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

#### **TRAFFIC OPERATIONS:**

##### **1) Drop-Off Requirements and Time Limitations:**

Do not exceed a difference of 2 inches in elevation between open lanes of traffic for nominal lifts of 1.5 inches

During a resurfacing only operation, bring all newly resurfaced lanes to the same elevation within 72 hours for nominal lifts of 1.5 inches or less of asphalt course and by the end of each work day for nominal lifts of greater than 1.5 inches of asphalt course

Backfill at a 6:1 slope up to the edge and elevation of existing pavement in areas adjacent to an open travel lane that has an edge of pavement drop-off as follows:

- (A) Drop-off that exceeds 2 inches on roadways with posted speed limits of 45 mph or greater.
- (B) Drop-off that exceeds 3 inches on roadways with posted speed limit less than 45 mph.

For drop-offs that exceed the above requirements, backfill the unacceptable drop-off with suitable compacted material, as approved by the Engineer. The material, equipment and labor associated with this operation will be at no expense to the Department. This work is not considered part of shoulder reconstruction.

##### **2) Project Requirements:**

Failure to comply with the following requirements will result in a suspension of all other operations:

1. Before working on ANY MAP, the Contractor shall submit a written construction sequence for traffic control and construction lighting for ALL MAPS to the Engineer at the first pre-construction meeting and the sequence must be approved before closing a lane of traffic. The Contractor and Engineer will coordinate with the Traffic Management Unit at 919-773-2800 or Traffic Services for additional traffic control guidance, as necessary.

2. Coordinate the installation of items required by the contract documents and resurfacing operations such that these operations are completed in the order as agreed upon with the Engineer at the first pre-construction meeting. Refer to the Provisions, Typicals and Details unless otherwise directed by the Engineer.
3. Once the Contractor has started work at a location, the Contractor should prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance unless determined otherwise by the Engineer.
4. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures.
5. Mainline pavement shall not be left milled, unmarked or uneven at the end of a paving season.
6. Contractor shall mill and pave lanes in an order such that water shall not accumulate.
7. Traffic Control for the milling and/or paving of ramps is to be done according to Standard Drawing Number 1101.02, Sheets 9 & 10 unless otherwise approved to be closed by the Engineer. If approved, Contractor will provide plans and devices for the detour at no additional cost to the department.
8. If lane closure restrictions apply, see Special Provision, "Intermediate Contract Times and Liquidated Damages".

Notify the Engineer 15 consecutive calendar days before **beginning work on** a bridge or its approaches. Patch and make repairs to bridge surface and its approaches before resurfacing occurs. Coordinate all operations on the bridge and its approaches with the Engineer.

Notify the Engineer 48 hours before resurfacing the areas of existing pavement that require patching. Patch these areas before resurfacing occurs. Allow full depth asphalt patching to cool to the point of supporting traffic without displacement or rutting before reopening closed lane. Coordinate the resurfacing operations of the patched areas with the Engineer.

Notify the Engineer 48 hours before milling or resurfacing will interfere with the existing Signal Loops. Loops may need to be placed in milled surface before resurfacing occurs. Coordinate all signal loop operations with the Engineer.

For partial or wheel track milling operations on two-way, two-lane facilities, mill and pave back by the end of each work day. For Partial or wheel track milling operation on multi-lane facilities, the lane being milled may be left closed and paved back within 72 hours.

The following **option** is available during Resurfacing, **Concrete Pavement Repair** and milling operations on multi-lane facilities when all lanes or a single lane in one direction are to be milled:

**Mill using Fine Milling process, the entire width of pavement for all lanes milled in a single direction, repair concrete pavement, and pave back within 72 hours of the completion of the concrete pavement repair.**

Slope the pavement at the beginning and ending of the daily milling operation as directed by the Engineer. Sweep and remove all milled material from the roadway as soon as the daily milling operation is completed.

Continue milling operations until the particular section of roadway being milled is complete. Remove any existing pavement adjacent to the milled area that has been damaged and replace with patch material as directed by the Engineer.

Operate equipment and conduct operations in the same direction as the flow of traffic. Maintain vehicular access in accordance with Article 1101-05 of the *2012 Standard Specifications* using suitable backfill material approved by the Engineer.

Provide appropriate lighting in accordance with Section 1413 of the *2012 Standard Specifications*.

Review and record the existing pavement markings and markers prior to resurfacing. Use the record of existing pavement markings and markers in accordance with the *2012 Roadway Standard Drawings* to identify "no passing zones" and to re-establish the proposed pavement markings and markers unless otherwise directed by the Engineer.

Remove existing pavement markers in preparation for paving. Repair any pavement damage due to existing pavement marker removal prior to the end of the work day. Dispose of existing pavement markers as directed by the Engineer. No direct payment will be made for this work, as it will be incidental to the paving operation.

### **3) Work Zone Signing:**

#### **Description**

Install advance/general warning work zone signs according to the Detail Drawing provided in these plans prior to beginning of work. Install and maintain signing in accordance with the attached drawings and Divisions 11 and 12 of the *2012 Standard Specifications*.

#### **(A) Installation**

Install all Advance/General warning work zone signs before beginning work on a particular map. If signs are installed more than seven (7) calendar days prior to the beginning of work on a particular map, cover the signs until the work begins. Install each work zone Advance/General warning sign separately and not on the same post or stand with any other sign except where an advisory speed plate or directional arrow is used.

All stationary signing is to be installed as shown on the detail drawing unless otherwise directed by the Engineer. Once the signs have been installed, any sign relocations requested by the Department will be compensated in accordance with Section 104-7. Any additional signs other than the ones shown in the drawing will be compensated in accordance with Section 104-7.

No -Y- Line advance warning signage is required unless there's more than 1,000 feet of resurfacing along the -Y- line. Whenever work proceeds through an intersection, portable signs shall be used for traffic control. There will be no direct compensation for any portable signing.

If there is a period of construction inactivity longer than 14 calendar days, remove or cover advance/general warning work zone signs. Uncover advance/general warning work zone signs no more than 7 calendar days before work resumes. All other operations may be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

#### **(B) Sign Removal**

All stationary work zone signs shall be removed once the project is substantially complete. The project is substantially complete when the resurfacing operations are completed and the shoulders are brought up to the same elevation as the proposed pavement and when pavement markings are installed. The pavement marking doesn't have to be the final marking material to be considered substantially complete. Any remaining punch list items are to be completed with portable work zone signing. There will be no compensation for any portable signing. Sign removal is a condition of final project acceptance.

#### **(C) Lane Closure Work Zone Signs**

Install any required lane closure signing needed during the life of the project in accordance with the Standard Drawing No. 1101.02, 1101.11 and 1110.02 of the *2012 Roadway Standard Drawings*. Any required portable signs for lane closures are compensated in the contract pay item for *Temporary Traffic Control*.

#### **4) Measurement and Payment:**

Temporary traffic control work, including, but not limited to installation and removal of portable signs, cones, drums, skinny drums, flaggers, AFAD's, changeable message boards (2), truck mounted attenuators (4), flashing arrow panels (6), and pilot vehicles will be paid at the contract lump sum price for *Temporary Traffic Control*. The *Temporary Traffic Control* pay item does not include work zone advance or general warning signs. Partial payments for *Temporary Traffic Control* will be made as follows: The cumulative total of the lump sum price for temporary traffic control will be equal to the percent complete (project) as calculated for each partial pay estimate. Additional flashing arrow panels and message boards beyond those shown in the contract, detail drawings or *Roadway Standard Drawings* required by the Engineer will be paid as extra work in accordance with Article 104-7 of the Standard Specifications.

The work of satisfactorily installing and removing work zone advance and/or general warning signs, including, but not limit to, furnishing, locating, installing, covering, uncovering and removing stationary signs will be measured for each required sign and paid at the contract price for *Work Zone Advance/General Warning Signing (SF)*. Payment for *Work Zone Advance/General Warning Signing* will be limited to a maximum of 90% of the total installed quantity. The remaining 10% will be paid once all signs have been removed.

The Lump Sum price for *Temporary Traffic Control* will include the work of four (4) flaggers per operation per map being utilized at the same time on any day. If a pilot vehicle is used for an operation, the Lump Sum Price for *Temporary Traffic Control* will include the work of five (5) flaggers. The operator of a pilot vehicle will be considered one of the five flaggers. Payment will be made per hour at a rate of \$20.00 per hour for each flagger over the included amount (four or five) that is approved by the Engineer as *Supplemental Flagging*.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Temporary Traffic Control	Lump Sum
Work Zone Advance/General Warning Signing	Square Foot
Supplemental Flagging	Hour

## **TIME LIMITATION FOR PAVEMENT MARKINGS AND MARKERS ON NEWLY RESURFACED AREAS:**

### **Markings: Two-Lane, Two-Way Facilities**

For all two-lane, two-way facilities, place all edge lines and other symbols within 30 calendar days after they have been obliterated by the resurfacing operation. This 30 day requirement is an exception to the 15 day requirement in the *2012 Standard Specifications*. All other pavement marking shall be installed in accordance with the *2012 Standard Specifications* and the 2012 Roadway Standard Drawings 1205.01 through 1205.13.

### **Markings: All Facilities**

Final pavement markings on a specific map are subject to an observation period that begins with the satisfactory completion of all pavement markings required on a specific map in accordance with Subarticle 1205-3(H) of the *2012 Standard Specifications*. Pavement markings shall be installed in accordance with the *2012 Standard Specifications* and the 2012 Roadway Standard Drawings 1205.01 through 1205.13 with the exception of the 30 day edge line requirement for 2 lane roads as described above.

All characters, symbols and stop bars on concrete shall be either Type 2 or Type 3 Cold Applied Plastic or Heated-In-Place Thermoplastic as shown on NCDOT Approved Product List. The quantity for characters, symbols and stop bars on concrete will be included in the pay items for Type 2 Cold Applied Plastic.

All characters, symbols and stop bars on asphalt shall be either Heated-In-Place Thermoplastic or Extruded Thermoplastic as shown on NCDOT Approved Product List. The quantity for characters, symbols and stop bars on asphalt will be included in the pay items for Heated-In-Place Thermoplastic.

**Markers: All Facilities**

Install permanent pavement markers within 60 calendar days after completing the resurfacing on each map. Pavement markers shall be installed in accordance with the 2012 *Standard Specifications* and the 2012 Roadway Standard Drawing 1205.12 and 2012 Roadway Standard Drawings 1250.01 through 1253.01.

**Milled Rumble Strips:**

When utilized, milled rumble strips shall be installed in accordance with the 2012 *Standard Specifications* and the 2012 Roadway Standard Drawing 665.01.

I-5607

Buncombe County

**Law Enforcement:**

(05/14/2013)

**Description**

Furnish Law Enforcement Officers and marked Law Enforcement vehicles to control traffic in lane closures and direct traffic through intersections in accordance with the contract.

**Construction Methods**

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

**Measurement and Payment**

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

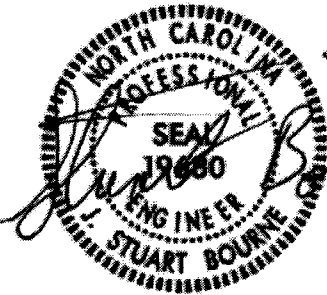
Payment will be made under:

**Pay Item**  
Law Enforcement

**Pay Unit**  
Hour

5/15/13

*[Signature]*

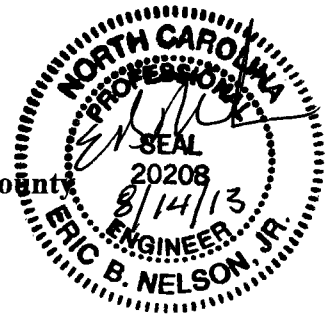


*[Signature: Stuart Bourne]*

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**PROJECT SPECIAL PROVISIONS****Project No.: I-5607****Buncombe County****SCOPE OF WORK**

This work shall consist of furnishing all labor, equipment, and materials to overlay existing bridge decks with very early strength latex modified concrete as directed in the plans. Work includes: bridge deck preservation by removing deteriorated concrete using hydro-demolition methods and overlaying with latex modified concrete; disposal of waste material; existing joint demolition and installing synthetic rubber expansion joint seals or foam joint seals; grooving bridge deck; 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.

Contractor shall provide all necessary access; provide all traffic control; provide all staging areas, material storage, waste disposal, provide environmental controls to limit loss of materials from collection of hydro-demolition water, sawing equipment, and chipping equipment; and all else necessary to complete the work. 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.) Buncombe County Bridge #390 – I-40 EBL over US 25 (Hendersonville Road) (Deck Preservation with Latex Modified Concrete – Very Early Strength Deck Overlay)
- 2.) Buncombe County Bridge #391 – I-40 WBL over US 25 (Hendersonville Road) (Deck Preservation with Latex Modified Concrete – Very Early Strength Deck Overlay)
- 3.) Buncombe County Bridge #404 – I-40 EBL over London Road (Deck Preservation with Latex Modified Concrete – Very Early Strength Deck Overlay)
- 4.) Buncombe County Bridge #406 – I-40 WBL over London Road (Deck Preservation with Latex Modified Concrete – Very Early Strength Deck Overlay)
- 5.) Buncombe County Bridge #425 – I-40 EBL over SR3083 (Caribou Road) (Deck Preservation with Latex Modified Concrete – Very Early Strength Deck Overlay)
- 6.) Buncombe County Bridge #427 – I-40 WBL over SR3083 (Caribou Road) (Deck Preservation with Latex Modified Concrete – Very Early Strength Deck Overlay)
- 7.) Buncombe County Bridge #431 – I-40 EBL over US 25A (Sweeten Creek Road) (Deck Preservation with Latex Modified Concrete – Very Early Strength Deck Overlay)
- 8.) Buncombe County Bridge #438 – I-40 WBL over US 25A (Sweeten Creek Road) (Deck Preservation with Latex Modified Concrete – Very Early Strength Deck Overlay)
- 9.) Buncombe County Bridge #451 – I-40 EBL over SR3052 (Deck Preservation with Latex Modified Concrete – Very Early Strength Deck Overlay)
- 10.) Buncombe County Bridge #456 – I-40 WBL over SR3052 (Deck Preservation with Latex Modified Concrete Deck Overlay)
- 11.) Buncombe County Bridge #466 – I-40 EBL over US 74A (Charlotte Highway) (Deck Preservation with Latex Modified Concrete – Very Early Strength Deck Overlay)
- 12.) Buncombe County Bridge #467 – I-40 WBL over US 74A (Charlotte Highway) (Deck Preservation with Latex Modified Concrete – Very Early Strength Deck Overlay)

- 13.) Buncombe County Bridge #475 – I-40 EBL over SR2838 (Porters Cove Road) (Deck Preservation with Latex Modified Concrete – Very Early Strength Deck Overlay)
- 14.) Buncombe County Bridge #476 – I-40 WBL over SR2838 (Porters Cove Road) (Deck Preservation with Latex Modified Concrete – Very Early Strength Deck Overlay)

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**

**(4-5-12)**

### **1.0 DESCRIPTION**

Use this Special Provision as a guide to develop temporary works submittals required by the Standard Specifications or other provisions; no additional submittals are required herein. Such temporary works include, but are not limited to, falsework and formwork.

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

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

### **2.0 MATERIALS**

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

### **3.0 DESIGN REQUIREMENTS**

#### **A. Working Drawings**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 1. Wind Loads

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

**Table 2.2 - Wind Pressure Values**

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

#### 2. Time of Removal

The following requirements replace those of Article 3.4.8.2.

## **49**

Do not remove forms until the concrete has attained strengths required in Article 420-16 of the Standard Specifications and these Special Provisions.

Do not remove forms until the concrete has sufficient strength to prevent damage to the surface.

**Table 2.2A - Steady State Maximum Wind Speeds by Counties in North Carolina**

COUNTY	25 YR (mph)	COUNTY	25 YR (mph)	COUNTY	25 YR (mph)
Alamance	70	Franklin	70	Pamlico	100
Alexander	70	Gaston	70	Pasquotank	100
Alleghany	70	Gates	90	Pender	100
Anson	70	Graham	80	Perquimans	100
Ashe	70	Granville	70	Person	70
Avery	70	Greene	80	Pitt	90
Beaufort	100	Guilford	70	Polk	80
Bertie	90	Halifax	80	Randolph	70
Bladen	90	Harnett	70	Richmond	70
Brunswick	100	Haywood	80	Robeson	80
Buncombe	80	Henderson	80	Rockingham	70
Burke	70	Hertford	90	Rowan	70
Cabarrus	70	Hoke	70	Rutherford	70
Caldwell	70	Hyde	110	Sampson	90
Camden	100	Iredell	70	Scotland	70
Carteret	110	Jackson	80	Stanley	70
Caswell	70	Johnston	80	Stokes	70
Catawba	70	Jones	100	Surry	70
Cherokee	80	Lee	70	Swain	80
Chatham	70	Lenoir	90	Transylvania	80
Chowan	90	Lincoln	70	Tyrell	100
Clay	80	Macon	80	Union	70
Cleveland	70	Madison	80	Vance	70
Columbus	90	Martin	90	Wake	70
Craven	100	McDowell	70	Warren	70
Cumberland	80	Mecklenburg	70	Washington	100
Currituck	100	Mitchell	70	Watauga	70
Dare	110	Montgomery	70	Wayne	80
Davidson	70	Moore	70	Wilkes	70
Davie	70	Nash	80	Wilson	80
Duplin	90	New Hanover	100	Yadkin	70
Durham	70	Northampton	80	Yancey	70
Edgecombe	80	Onslow	100		
Forsyth	70	Orange	70		

## B. Review and Approval

The Engineer is responsible for the review and approval of temporary works' drawings.

Submit the working drawings sufficiently in advance of proposed use to allow for their review, revision (if needed), and approval without delay to the work.

The time period for review of the working drawings does not begin until complete drawings and design calculations, when required, are received by the Engineer.

Do not start construction of any temporary work for which working drawings are required until the drawings have been approved. Such approval does not relieve the Contractor of the responsibility for the accuracy and adequacy of the working drawings.

## 4.0 CONSTRUCTION REQUIREMENTS

All requirements of Section 420 of the Standard Specifications apply.

Construct temporary works in conformance with the approved working drawings. Ensure that the quality of materials and workmanship employed is consistent with that assumed in the design of the temporary works. Do not weld falsework members to any portion of the permanent structure unless approved. Show any welding to the permanent structure on the approved construction drawings.

Provide tell-tales attached to the forms and extending to the ground, or other means, for accurate measurement of falsework settlement. Make sure that the anticipated compressive settlement and/or deflection of falsework does not exceed 1 inch. For cast-in-place concrete structures, make sure that the calculated deflection of falsework flexural members does not exceed 1/240 of their span regardless of whether or not the deflection is compensated by camber strips.

### A. Maintenance and Inspection

Inspect and maintain the temporary work in an acceptable condition throughout the period of its use. Certify that the manufactured devices have been maintained in a condition to allow them to safely carry their rated loads. Clearly mark each piece so that its capacity can be readily determined at the job site.

Perform an in-depth inspection of an applicable portion(s) of the temporary works, in the presence of the Engineer, not more than 24 hours prior to the beginning of each concrete placement. Inspect other temporary works at least once a month to ensure that they are functioning properly. Have a North Carolina Registered Professional Engineer inspect the cofferdams, shoring, sheathing, support of excavation structures, and support systems for load tests prior to loading.

### B. Foundations

Determine the safe bearing capacity of the foundation material on which the supports for temporary works rest. If required by the Engineer, conduct load tests to verify proposed bearing capacity values that are marginal or in other high-risk situations.

The use of the foundation support values shown on the contract plans of the permanent structure is permitted if the foundations are on the same level and on the same soil as those of the permanent structure.

Allow for adequate site drainage or soil protection to prevent soil saturation and washout of the soil supporting the temporary works supports.

If piles are used, the estimation of capacities and later confirmation during construction using standard procedures based on the driving characteristics of the pile is permitted. If preferred, use load tests to confirm the estimated capacities; or, if required by the Engineer conduct load tests to verify bearing capacity values that are marginal or in other high risk situations.

The Engineer reviews and approves the proposed pile and soil bearing capacities.

## **5.0 REMOVAL**

Unless otherwise permitted, remove and keep all temporary works upon completion of the work. Do not disturb or otherwise damage the finished work.

Remove temporary works in conformance with the contract documents. Remove them in such a manner as to permit the structure to uniformly and gradually take the stresses due to its own weight.

## **6.0 METHOD OF MEASUREMENT**

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

## **7.0 BASIS OF PAYMENT**

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

# **SUBMITTAL OF WORKING DRAWINGS**

**(2-10-12)**

## **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 Structures Engineer  
North Carolina Department  
of Transportation  
Structures Management Unit  
1581 Mail Service Center  
Raleigh, NC 27699-1581

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

Via other delivery service:

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

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

Submittals may also be made via email.

Send submittals to:

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

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

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

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

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

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

Via US mail:

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

Via other delivery service:

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

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

## Via US mail:

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

## Via other delivery service:

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

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

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

## Primary Structures Contact:

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

## Secondary Structures Contacts:

James Gaither  
 (919) 707 – 6409  
 James Bolden  
 (919) 707 – 6408

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

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

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

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

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

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

**FOOTNOTES**

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

**GEOTECHNICAL SUBMITTALS**

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

**FOOTNOTES**

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

2. Submit one hard copy of submittal to the Resident or Bridge Maintenance Engineer. Submit a second copy of submittal electronically (PDF via email) or by facsimile, US mail or other delivery service to the appropriate Geotechnical Engineering Unit regional office. Electronic submission is preferred.
3. The Pile Driving Equipment Data Form is available from:  
[www.ncdot.org/doh/preconstruct/highway/geotech/formdet/](http://www.ncdot.org/doh/preconstruct/highway/geotech/formdet/)  
 See second page of form for submittal instructions.
4. Electronic copy of submittal is required. See referenced provision.

## **CRANE SAFETY**

**(8-15-05)**

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

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

### **CRANE SAFETY SUBMITTAL LIST**

- A. **Competent Person:** Provide the name and qualifications of the "Competent Person" responsible for crane safety and lifting operations. The named competent person will have the responsibility and authority to stop any work activity due to safety concerns.
- B. **Riggers:** Provide the qualifications and experience of the persons responsible for rigging operations. Qualifications and experience should include, but not be limited to, weight calculations, center of gravity determinations, selection and inspection of sling and rigging equipment, and safe rigging practices.
- C. **Crane Inspections:** Inspection records for all cranes shall be current and readily accessible for review upon request.
- D. **Certifications:** By July 1, 2006, crane operators performing critical lifts shall be certified by NC CCO (National Commission for the Certification of Crane Operators), or satisfactorily complete the Carolinas AGC's Professional Crane Operator's Proficiency Program. Other approved nationally accredited programs will be considered upon request. All crane operators shall also have a current CDL medical card. Submit a list of anticipated critical lifts and corresponding crane operator(s). Include current certification for the type of crane operated (small

hydraulic, large hydraulic, small lattice, large lattice) and medical evaluations for each operator.

## **GROUT FOR STRUCTURES**

**(9-30-11)**

### **1. DESCRIPTION**

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

### **2. MATERIAL REQUIREMENTS**

Use a Department approved pre-packaged, non-shrink, non-metallic grout. Contact the Materials and Tests Unit for a list of approved pre-packaged grouts and consult the manufacturer to determine if the pre-packaged grout selected is suitable for the required application.

When using an approved pre-packaged grout, a grout mix design submittal is not required.

The grout shall be free of soluble chlorides and contain less than one percent soluble sulfate. Supply water in compliance with Article 1024-4 of the Standard Specifications.

Aggregate may be added to the mix only where recommended or permitted by the manufacturer and Engineer. The quantity and gradation of the aggregate shall be in accordance with the manufacturer's recommendations.

Admixtures, if approved by the Department, shall be used in accordance with the manufacturer's recommendations. The manufacture date shall be clearly stamped on each container. Admixtures with an expired shelf life shall not be used.

The Engineer reserves the right to reject material based on unsatisfactory performance.

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

Test the expansion and shrinkage of the grout in accordance with ASTM C1090. The grout shall expand no more than 0.2% and shall exhibit no shrinkage. Furnish a Type 4 material certification showing results of tests conducted to determine the properties listed in the Standard Specifications and to assure the material is non-shrink.

Unless required elsewhere in the contract the compressive strength at 3 days shall be at least 5000 psi. Compressive strength in the laboratory shall be determined in accordance with ASTM C109 except the test mix shall contain only water and the dry manufactured material. Compressive strength in the field will be determined by molding and testing 4" x 8" cylinders in accordance with AASHTO T22. Construction loading and traffic loading shall not be allowed until the 3 day compressive strength is achieved.

When tested in accordance with ASTM C666, Procedure A, the durability factor of the grout shall not be less than 80.

### **3. SAMPLING AND PLACEMENT**

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

Do not place grout if the grout temperature is less than 50°F or more than 90°F or if the air temperature measured at the location of the grouting operation in the shade away from artificial heat is below 45°F.

Provide grout at a rate that permits proper handling, placing and finishing in accordance with the manufacturer's recommendations unless directed otherwise by the Engineer. Use grout free of any lumps and undispersed cement. Agitate grout continuously before placement.

Control grout delivery so the interval between placing batches in the same component does not exceed 20 minutes.

The Engineer will determine the locations to sample grout and the number and type of samples collected for field and laboratory testing. The compressive strength of the grout will be considered the average compressive strength test results of 3 cube or 2 cylinder specimens at 28 days.

### **4. BASIS OF PAYMENT**

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

## **OVERLAY SURFACE PREPARATION**

**(SPECIAL)**

### **DESCRIPTION**

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

### **DEFINITIONS**

Scarification shall consist of the removal of any asphalt wearing surface and concrete surface to a uniform depth within ½" of the plan overlay thickness to the limits shown on the plans. Depth of scarification shall not be lower than ½" above the top mat of reinforcing steel. If conflicts arise concerning the scarification depth and the reinforcing steel, stop scarification and notify the Engineer.



Hydro-demolition shall consist of the removal of the deck surface by means of high pressure water blasting which will remove concrete, oil, dirt, concrete laitance and rust from the exposed reinforcing bars by direct impact, pressurization of micro and macro cracks and cavitation produced by jet instability.

#### **MANAGING HYDRO-DEMOLITION WATER**

Prior to beginning work, submit for approval a Hydro-demolition Management Plan. This plan shall describe the collection, treatment, and disposal of run-off water generated by the scarification and hydro-demolition processes. Prepare the plan in accordance to the NCDOT Guidelines for Managing Hydro-demolition Water (a copy of which is included in the Appendix or at [http://www.ncdot.gov/download/projects/ncbridges/hydrodemolitionrunoffwater\\_v1\\_4.pdf](http://www.ncdot.gov/download/projects/ncbridges/hydrodemolitionrunoffwater_v1_4.pdf)). The contractor shall comply with applicable regulation concerning such water disposal.

#### **EQUIPMENT**

Use the following surface preparation equipment:

- Scarifying equipment that is a power-operated, mechanical grinder capable of removing a minimum depth of 1/4" for each pass.
- Hydro-demolition machine, self-propelled with a minimum orifice pressure of 17,000 psi.
- All water used for hydro-demolition shall be potable.
- Equipment capable of sawing concrete to the specified plan depth.
- Hand-held high velocity (7,500 psi minimum) water-jet equipment capable of removing rust scale from reinforcing steel, removing small chips of concrete partially loosened by the scarifying or chipping operation, and for removing rehydrated dust left from scarification.
- Power driven hand tools for removal of unsound concrete are required that meet the following requirements:
  - Pneumatic hammers weighing a nominal 35 lb or less.
  - Pneumatic hammer chisel-type bits that do not exceed the diameter of the shaft in width.
- Hand tools such as hammers and chisels for removal of final particles of unsound concrete.
- Vibratory screed for overlays, except as noted herein.

The hydro-demolition machine shall move the water-jet transversely and longitudinally such that the entire deck is covered with the water-jet and operates at a pressure sufficient to remove sound concrete a depth necessary to obtain the minimum overlay thickness specified

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

- (1) Water pressure.
- (2) Angle and distance of the orifice in relation to the surface to be blasted.

- (3) Limits of transverse and longitudinal movement of the orifice.
- (4) Speed of the orifice in the transverse and longitudinal direction.

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

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

#### **SURFACE PREPARATION**

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

- A. Sealing of Bridge Deck: Prior to beginning any demolition, seal all expansion joints subject to run-off water with material approved by the Engineer. The expansion joints shall remain sealed until water from the demolition process no longer passes over them. Take all steps necessary to eliminate the flow of water through the expansion joints, and any other locations where water could leak from the deck.

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

- B. Scarifying Bridge Deck: Remove the asphalt wearing surface and scarify the concrete deck to a uniform depth within ½" of the overlay thickness indicated in the contract plans. The concrete thickness above the top mat of reinforcing steel after scarification should not be less than ½".

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

#### **Estimated average cover to top mat:**

**Bridge # 390: 1" +/-3/8"**

**Bridge # 391: 1" +/-3/8"**

**Bridge # 404: 1" +/-3/8"**

**Bridge # 406: 1" +/-3/8"**

**Bridge # 425: 1" +/-3/8"**

**Bridge # 427: 1" +/-3/8"**

**Bridge # 431: 1" +/-3/8"**

**Bridge # 438: 1" +/-3/8"**

**Bridge # 451: 1" +/-3/8"**

**Bridge # 456: 1" +/-3/8"**

**Bridge # 466: 1" +/-3/8"**

**Bridge # 467: 1" +/-3/8"**

**Bridge # 475: 1" +/-3/8"**

**Bridge # 476: 1" +/-3/8"**

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

Remove and dispose of all concrete and asphalt, and thoroughly clean the scarified surface. In areas where reinforcing steel is located in the depth to be scarified, use another method with the Engineer's approval.

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

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

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

Hand held water blasting equipment, pneumatic hammers, and hand tools may be substituted for the hydro-demolition unit in inaccessible or inconvenient areas.

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

Regardless of the method of removal, the removal operation shall be stopped if it is determined that sound concrete is being removed to a depth greater than required by the plans including any 1/4 inch increments added per the above calibration process.

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

- D. Hydro-demolition (Overlay Depth): Remove by hydro-demolition or chipping with hand tools all loose, unsound and contaminated deck concrete and, if necessary, sound concrete in order to allow for the placement of an overlay with the minimum depth shown on the plans.

In areas where reinforcing steel is exposed and debonded for a length greater than 2 feet, remove deck to an average depth of ½" below the exposed and debonded reinforcing steel. Dispose of the unsound concrete, clean, repair or replace damaged reinforcing steel and thoroughly clean the newly exposed surface.

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

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

- E. Class II Surface Preparation (Partial Depth): At locations specified on the plans for Class II Surface Preparation, verify the depth of removal achieved by the hydro-demolition. The average depth of removal shall be approximately one-half the deck thickness but no less than ¾" below the top mat of steel. When hydro-demolition did not achieve the Class II Surface Preparation depth requirements, remove by hydro-demolition or chipping with hand tools all existing patches and concrete to the required depth. No additional payment will be made for Class II Surface Preparation depths achieved by the initial hydro-demolition.

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

Dispose of the demolished concrete, clean, repair or replace rusted or loose reinforcing steel, and thoroughly clean the newly exposed surface. Care shall be taken not to cut, stretch, or damage any exposed reinforcing steel.

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

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

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

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

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

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

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

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

Provide a raked finish to the surface of the Class AA concrete which provides a minimum relief of 1/16" and a maximum relief of 1/4". Place the overlay course after the Class AA concrete has attained a minimum compressive strength of 2500 psi. The strength shall be verified by an approved, non-destructive test method.

Refill the areas where concrete was removed with high early strength concrete as described in the Concrete for Deck Repair and Volumetric Mixer special provisions.

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

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

G. Preparation of Reinforcing Steel: Remove concrete without cutting or damaging existing reinforcing steel unless otherwise noted in the plans. Damaged reinforcing steel resulting from concrete removal, e.g. bars with nicks deeper than 20% of the bar diameter, shall be repaired or replaced at the contractor's expense.

Reinforcing steel which has a 25% or more reduction in cross sectional area shall be replaced with new reinforcing steel of equal cross section area. Replacement bars shall be Grade 60 and meet the material requirements of Section 1070 of the Standard Specifications.

Replacement bars shall be spliced to existing bars using either minimum 30 bar diameter lap splices to existing steel with 100% cross sectional area approved mechanical connectors, or other approved method.

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

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

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

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

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

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

Any debris which is allowed to set or adhere to the surface of the sound concrete shall be carefully removed at no additional cost. Exercise care to avoid any damage to the remaining sound concrete or exposed reinforcement. Prior to the placement of the overlay, the entire surface shall be cleaned with high pressure water to remove any bond-breaking residue, loose material from the concrete surface, and/or rust from the reinforcing steel. This residue shall be collected and disposed of by the contractor.

## MEASUREMENT AND PAYMENT

*Scarifying Bridge Deck* will be measured and paid for at the contract unit price per square yard and will be full compensation for the milling of existing asphalt wearing surface from the bridge deck or approaches, milling of the entire concrete bridge deck, repairing or replacing any damaged reinforcing steel, and the cleaning and disposal of all waste material generated.

*Hydro-Demolition of Bridge Deck* will be measured and paid for at the contract unit price per square yard and will be full compensation for hydro-demolition, removal and disposal of unsound and contaminated concrete, cleaning, repairing or replacing of reinforcing steel, and furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work.

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

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

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

Payment will be made under:

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

## **MANAGING HYDRODEMOLITION WATER**

(6-17-08)

SPI 4-03

### **1.0 Description**

Collect and properly dispose of hydrodemolition water from bridge decks.

### **2.0 Construction Methods**

- (A) Prepare a written hydrodemolition water management plan in accordance with the Guidelines for Managing Hydrodemolition Water available at <http://www.ncdot.gov/projects/ncbridges/#stats>. Submit plan and obtain approval from the Engineer prior to beginning of the hydrodemolition operation.
- (B) Prior to final payment, submit a paper copy of all completed records pertaining to disposal of hydrodemolition water.

### **3.0 Measurement and Payment**

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

## **ELASTOMERIC CONCRETE**

(9-27-12)

### **1.0 DESCRIPTION**

Elastomeric concrete is a mixture of a two-part polymer consisting of polyurethane and/or epoxy and kiln-dried aggregate. Provide an elastomeric concrete and binder system that is preapproved. Use the concrete in the blocked out areas on both sides of the bridge deck joints as indicated on the plans.

### **2.0 MATERIALS**

Provide materials that comply with the following minimum requirements at 14 days (or at the end of the specified curing time).

<b>ELASTOMERIC CONCRETE PROPERTIES</b>	<b>TEST METHOD</b>	<b>MINIMUM REQUIREMENT</b>
Compressive Strength, psi	ASTM D695	2000
5% Deflection Resilience	ASTM D695	95
Splitting Tensile Strength, psi	ASTM D3967	625
Bond Strength to Concrete, psi	ASTM D882 (D882M)	450
Durometer Hardness	ASTM D2240	50

<b>BINDER PROPERTIES (without aggregate)</b>	<b>TEST METHOD</b>	<b>MINIMUM REQUIREMENT</b>
Tensile Strength, psi	ASTM D638	1000
Ultimate Elongation	ASTM D638	150%
Tear Resistance, lb/in	ASTM D624	200

In addition to the requirements above, the elastomeric concrete must be resistant to water, chemical, UV and ozone exposure and withstand temperature extremes. Elastomeric concrete systems requiring preheated aggregates are not allowed.

### 3.0 PREQUALIFICATION

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

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

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

The submitted binder (a minimum volume of 1 gallon) and corresponding aggregate samples will be evaluated for compliance with the Materials requirements specified above. Systems satisfying all of the Materials requirements will be prequalified for a one year period. Before the end of this period new product samples shall be resubmitted for prequalification evaluation.



If, at any time, any formulation or component modifications are made to a prequalified system that system will no longer be approved for use.

#### **4.0 INSTALLATION**

The elastomeric concrete shall not be placed until the reinforced concrete deck slab has cured for seven full days and reached a minimum strength of 3000 psi.

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

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

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

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

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

#### **5.0 FIELD SAMPLING**

Provide additional production material to allow freshly mixed elastomeric concrete to be sampled for acceptance. A minimum of six 2 inch cube molds and three 3x6 inch cylinders will be taken by the Department for each day's production. Compression, splitting tensile, and durometer hardness testing will be performed by the Department to determine acceptance. Materials failing to meet the requirements listed above are subject to removal and replacement at no cost to the Department.

#### **6.0 BASIS OF PAYMENT**

No separate payment will be made for elastomeric concrete. The lump sum contract price bid for "Foam Joint Seals" and/or "Synthetic Rubber Expansion Joint Seals" will be full compensation for furnishing and placing the Elastomeric Concrete.

**LATEX MODIFIED CONCRETE - VERY EARLY STRENGTH****(SPECIAL)****Description**

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

**Materials**

For equipment, proportioning, and mixing of modified compositions, see Section 1000-7 of the *Standard Specifications*. Prior to beginning any work, obtain approval for all equipment to be used for deck preparation, mixing, placing, finishing, and curing the latex modified concrete.

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

For material of modified compositions, see Section 1000-7 of the *Standard Specifications* with the following modifications:

**Page 10-8, Section 1000-7(A),** add the following:

Cement – For latex modified concrete-very early strength, Cement shall be approximately 1/3 calcium sulfoaluminate (C4A3S) and 2/3 dicalcium silicate (C2S) or other hydraulic cement that will provide a Latex-Modified Concrete that meets the physical requirements for Latex-Modified Concrete as indicated in this special provision.

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

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

**Page 10-9, Table 1000-5,** add the following:

Minimum compressive strength, normal setting concrete, 3000 psi at 7 days; very early strength concrete, 2500 psi at 3 hours and 3000 psi at 7 days.

**Page 10-9, Table 1000-5,** revise the following:

Cement Content, lb/cy: 658 max

**System Quality Submittals**

**Past Performance Submittal:** Prior to or at the preconstruction conference, the latex modified concrete overlay Contractor shall submit verifiable records demonstrating that he or his approved

subcontractor has performed satisfactorily, or that he has had direct supervision of such satisfactory performance of a sub-contractor constructing contracts using very early strength latex modified concrete. At least five (5) bridges with similar scope of work in any state shall be the minimum number demonstrated.

## **Construction Methods**

### **(A) Preparation of Surface**

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

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

### **(B) Placing and Finishing**

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

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

Place and fasten screed rails in position to ensure finishing the new surface to the required profile. Do not treat screed rails with parting compound to facilitate their removal. Prior to placing the overlay, attach a filler block sized for the plan overlay thickness to the bottom of the screed and pass it over the area to be repaired to check the thickness. Remove all concrete that the block does not clear. Individual aggregates that remain intact in the concrete substrate after hydro-demolition may be allowed to project above the base of the filler block, except remove aggregate that does not provide a 1" clear cover to the top of the overlay

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

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

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

Place the latex modified concrete in one operation. Provide a minimum overlay thickness and surface as indicated in the plans.

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

Do not allow more than 5 feet of exposed latex concrete behind the screed's burlap drag before placing a single layer of wet burlap. In the event of a delay of 10 minutes or more, temporarily cover all exposed latex concrete with wet burlap and white opaque polyethylene.

Promptly cover the surface with a second layer of clean, wet burlap as soon as the surface will support it without deformation. Wet cure only the surface for a minimum of 3 hours and until a compressive strength of 2500 psi is reached. Keep the curing material saturated during the wet cure period using a fogging system approved by the Engineer.

As soon as practical, after the concrete has hardened sufficiently, test the finished surface with an approved rolling straightedge that is designed, constructed, and adjusted so that it will accurately indicate or mark all deck areas which deviate from a plane surface by more than 1/8" in 10'. Additionally, the final LMC-VES deck surface shall not deviate from the line and elevation indicated on the plans by more than 0.3" over any 50 foot length. Remove all high areas in the hardened surface in excess of 1/8" in 10' with an approved grinding or cutting machine. Where variations are such that the corrections extend below the limits of the top layer of grout, seal the corrected surface with an approved sealing agent as required by the Engineer. If approved by the Engineer, correct low areas in an acceptable manner.

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

### **Field Testing Latex Modified Concrete-Very Early Strength**

*For projects with multiple bridges using the same mix design, or bridge decks with time constraints that require more than one night for placement, a relationship between the compressive strength and rebound hammer readings may be developed and used to estimate the three hour strength for opening to traffic in lieu of compressive strength testing. For the correct procedure, reference Document: PL11-LMC Rapid Set Overlays. Contact your local M&T representative for a copy of this document or see the following link: <http://www.ncdot.org/doh/operations/materials/eforms.html> under Physical Lab. Seven day concrete compressive strength sampling and testing is required in addition to the use of this method.*

#### **(C) Limitations of Operations**

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

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

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

Prior to placing LMC-VES, the Engineer and the Contractor shall independently determine the air temperature. Do not place LMC-VES if the ambient air temperature is below 50°F or above 85°F.

Prior to placing LMC-VES, the Engineer and the Contractor shall independently determine the evaporation rate and record in the diary. Do not place LMC-VES if the rate of evaporation of surface moisture from the LMC-VES determined by the Engineer or Contractor exceeds 0.05 pounds per square foot per hour during placement. The evaporation rate is calculated using the following formula:

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

where,

E = Evaporation Rate,

$T_c$  = Concrete Temp ( $^{\circ}$ F),

r = Relative Humidity (%/100)

$T_a$  = Air Temp ( $^{\circ}$ F),

V = Wind Velocity (mph)

If the calculated evaporation rate exceeds 0.05 pounds per square foot per hour, the Contractor may propose engineered controls of the parameters (temperature, relative humidity, wind velocity) to reduce the evaporation rate. The evaporation rate shall be recalculated, with the appropriate parameters, after the proposed control measures are in place. The recalculated evaporation rate shall be 0.05 pounds per square foot per hour or less, prior to placement.

Do not place LMC-VES if the National Weather Service predicts the air temperature at the site to be below 35°F during the next 24 hours. If the predicted air temperature is above 35°F but below 50°F, then use insulation to protect the LMC-VES for a period of at least 48 hours. Use insulation that meets the requirements of Subarticle 420-7(C) and, if required, place it on the LMC-VES as soon as initial set permits. When using insulation to protect LMC-VES during the wet curing period, do not remove the insulation until the ambient air temperature is at least 50°F and rising. .

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

If working at night, provide approved lighting.

**Measurement and Payment**

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

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

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

Payment will be made under:

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

**FOAM JOINT SEALS****(9-27-12)****SEALS**

Use preformed seals compatible with concrete and resistant to abrasion, oxidation, oils, gasoline, salt and other materials that are spilled on or applied to the surface. Use a resilient, UV stable, preformed, impermeable, flexible, expansion joint seal. The joint seal shall consist of low-density, closed cell, cross-linked polyethylene non-extrudable, foam. The joint seal shall contain no EVA (Ethylene Vinyl Acetate). Cell generation shall be achieved by being physically blown using nitrogen. No chemical blowing agents shall be used in the cell generation process.

Use seals manufactured with grooves  $1/8'' \pm$  wide by  $1/8'' \pm$  deep and spaced between  $1/4''$  and  $1/2''$  apart along the bond surface running the length of the joint. Use seals with a depth that meets the manufacturer's recommendation, but is not less than 70% of the uncompressed width. Provide a seal designed so that, when compressed, the center portion of the top does not extend upward above the original height of the seal by more than  $1/4''$ . Provide a seal that has a working range of 30% tension and 60% compression and meets the requirements given below.

TEST	TEST METHOD	REQUIREMENT
Tensile strength	ASTM D3575-08, Suffix T	110 – 130 psi
Compression Set	ASTM D1056 Suffix B, 2 hr recovery	10% - 16%
Water Absorption	ASTM D3575	$< 0.03 \text{ lb/ft}^2$
Elongation at Break	ASTM D3575	180% - 210%
Tear Strength	ASTM D624 (D3575-08, Suffix G)	14 – 20 pli

Density	ASTM D3575-08, Suffix W, Method A	1.8 – 2.2 lb/ft <sup>3</sup>
Toxicity	ISO-10993.5	Pass (not cytotoxic)

Have the top of the joint seal clearly shop marked. Inspect the joint seals upon receipt to ensure that the marks are clearly visible before installation.

#### **BONDING ADHESIVE**

Use a two component, 100% solid, modified epoxy adhesive supplied by the joint seal manufacturer that meets the requirements given below.

TEST	TEST METHOD	REQUIREMENT
Tensile strength	ASTM D638	3000 psi (min.)
Compressive strength	ASTM D695	7000 psi (min.)
Hardness	Shore D Scale	75-85 psi
Water Absorption	ASTM D570	0.25% by weight max.
Elongation to Break	ASTM D638	5% (max.)
Bond Strength	ASTM C882	2000 psi (min.)

Use an adhesive that is workable to 40°F. When installing in ambient air or surface temperatures below 40°F or for application on moist, difficult to dry concrete surfaces, use an adhesive specified by the manufacturer of the joint seal.

#### **SAWING THE JOINT**

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

The elastomeric concrete shall have sufficient time to cure such that no damage can occur to the elastomeric concrete prior to sawing to the final width and depth as specified in the plans.

When sawing the joint to receive the foam seal, always use a rigid guide to control the saw in the desired direction. To control the saw and to produce a straight line as indicated on the plans, anchor and positively connect a template or a track to the bridge deck. Do not saw the joint by visual means such as a chalk line. Fill the holes used for holding the template or track to the deck with an approved, flowable non-shrink, non-metallic grout.

Saw cut to the desired width and depth in one or two passes of the saw by placing and spacing two metal blades on the saw shaft to the desired width for the joint opening.

The desired depth is the depth of the seal plus 1/4" above the top of the seal plus approximately 1" below the bottom of the seal. An irregular bottom of sawed joint is permitted as indicated on the plans. Grind exposed corners on saw cut edges to a 1/4" chamfer.

Saw cut a straight joint, centered over the formed opening and to the desired width specified in the plans. Prevent any chipping or damage to the sawed edges of the joint.

Remove any staining or deposited material resulting from sawing with a wet blade to the satisfaction of the Engineer.

#### **PREPARATION OF SAWED JOINT FOR SEAL INSTALLATION**

The elastomeric concrete shall cure a minimum of 24 hours prior to seal installation.

After sawing the joint, the Engineer will thoroughly inspect the sawed joint opening for spalls, popouts, cracks, etc. All necessary repairs will be made by the Contractor prior to blast cleaning and installing the seal.

Clean the joints by sandblasting with clean dry sand immediately before placing the bonding agent. Sandblast the joint opening to provide a firm, clean joint surface free of curing compound, loose material and any foreign matter. Sandblast the joint opening without causing pitting or uneven surfaces. The aggregate in the elastomeric concrete may be exposed after sandblasting.

After blasting, either brush the surface with clean brushes made of hair, bristle or fiber, blow the surface with compressed air, or vacuum the surface until all traces of blast products and abrasives are removed from the surface, pockets, and corners.

If nozzle blasting is used to clean the joint opening, use compressed air that does not contain detrimental amounts of water or oil.

Examine the blast cleaned surface and remove any traces of oil, grease or smudge deposited in the cleaning operations.

Bond the seal to the blast cleaned surface on the same day the surface is blast cleaned.

#### **SEAL INSTALLATION**

Install the joint seal according to the manufacturer's procedures and recommendations and as recommended below. Do not install the joint seal if the ambient air or surface temperature is below 45°F. Have a manufacturer's certified trained factory representative present during the installation of the first seal of the project.

Before installing the joint seal, check the uninstalled seal length to insure the seal is the same length as the deck opening. When the joint seal requires splicing, use the heat welding method by placing the joint material ends against a teflon heating iron of 425-475°F for 7 - 10 seconds, then pressing the ends together tightly. Do not test the welding until the material has completely cooled.

Begin installation by protecting the top edges of the concrete deck adjacent to the vertical walls of the joint as a means to minimize clean up. After opening both cans of the bonding agent, stir each can using separate stirring rods for each component to prevent premature curing of the bonding agent. Pour the two components, at the specified mixing ratio, into a



clean mixing bucket. Mix the components with a low speed drill (400 rpm max.) until a uniform gray color is achieved without visible marbling. Apply bonding agent to both sides of the elastomeric concrete as well as both sides of the joint seal, making certain to completely fill the grooves with epoxy. With gloved hands, compress the joint seal and with the help of a blunt probe, push the seal into the joint opening until the seal is recessed approximately 1/4" below the surface. When pushing down on the joint seal, apply pressure only in a downward direction. Do not push the joint seal into the joint opening at an angle that would stretch the material. Seals that are stretched during installation shall be removed and rejected. Once work on placing a seal begins, do not stop until it is completed. Clean the excess epoxy from the top of the joint seal immediately with a trowel. Do not use solvents or any cleaners to remove the excess epoxy from the top of the seal. Remove the protective cover at the joint edges and check for any excess epoxy on the surface. Remove excess epoxy with a trowel, the use of solvents or any cleaners will not be allowed.

The installed system shall be watertight and will be monitored until final inspection and approval. Do not place pavement markings on top of foam joint seals.

#### **BASIS OF PAYMENT**

Payment for all foam joint seals will be at the lump sum contract price bid for "Foam Joint Seals". Prices and payment will be full compensation for furnishing all material, including elastomeric concrete, labor, tools and equipment necessary for installing these units in place and accepted.

#### **SYNTHETIC RUBBER EXPANSION JOINT SEAL**

**(12-18-12)**

#### **SEALS**

Use an inverted "V" shaped , preformed extruded ethylene propylene diene monomer (M-class) rubber (EPDM), or silicone rubber seal compatible with concrete and resistant to abrasion, oxidation, oils, gasoline, salt and other materials that are spilled on or applied to the surface. Seal shall be secured to concrete surfaces with a single component silicone locking adhesive and a primer, or with a quick setting epoxy adhesive.

Use seals set in a sawed joint opening with a depth that meets the manufacturer's recommendation, and is not less than 1/2" below the top of the deck slab at the opening's minimum width specified in the plans. Seals edges shall be set on the bottom of the sawed joint opening that is at least 1/8" wide. Provide a seal that has a working temperature range of 0°F to 120°F and meets the requirements given below.

TEST	TEST METHOD	REQUIREMENT
Tensile Strength	ASTM D412	1,000 psi (min.)
Elongation at Break	ASTM D412	300% (min.)
Tear Strength	ASTM D624	100 ppi (min.)
Compression Set	ASTM D395	30% (max.)

212 °F @ 70 hrs.		
Water Resistance	ASTM D471	70 hrs. @ 212 °F
Durometer (Shore A)	ASTM D2240	55-65 +/-5

Have the top of the joint seal clearly shop marked. Inspect the joint seals upon receipt to ensure that the marks are clearly visible before installation.

### **BONDING ADHESIVE**

For silicone adhesive, use a single component, 100% solid, silicone locking adhesive supplied by the joint seal manufacturer that meets the following requirements:

TEST	TEST METHOD	REQUIREMENT
Tensile strength	ASTM D412	200 psi (min.)
Tack Free Time	ASTM C679	20 minutes (max.)
Cure Time (1/4" Bead)	ASTM C679	24 hours (max.)
Resistance to UV	ASTM C793	No cracking, ozone chalking, or degradation
Elongation to Break	ASTM D412	450% (min.)

For epoxy adhesive, use a quick setting two-component thixotropic paste that is mixed in strict conformance to the manufacturer's instructions. Epoxy adhesive shall be supplied by the joint seal manufacturer and shall meet the following requirements:

TEST	TEST METHOD	REQUIREMENT
Tensile strength	ASTM D638	7000 psi (min.)
Bond Strength to Concrete	ASTM C881	1000 psi (min.)
Peel Adhesion	ASTM C794	50 pli
Gel Time		8 minutes
Pot Life		45 minutes
Cure Time		24 hours (max.)

Use an adhesive that is workable to 45°F. When installing in ambient air or surface temperatures below 45°F or for application on moist, difficult to dry concrete surfaces, use an adhesive specified by the manufacturer of the joint seal.

### **SAWING THE JOINT**

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

The elastomeric concrete shall have sufficient time to cure such that no damage can occur to the elastomeric concrete prior to sawing to the final width and depth as specified in the plans.

When sawing the joint to receive the joint seal, always use a rigid guide to control the saw in the desired direction. To control the saw and to produce a straight line as indicated on the plans, anchor and positively connect a template or a track to the bridge deck. Do not saw the joint by visual means such as a chalk line. Fill the holes used for holding the template or track to the deck with an approved, flowable non-shrink, non-metallic grout.

Saw cut to the desired width and depth in one or two passes of the saw by placing and spacing two metal blades on the saw shaft to the desired width for the joint opening.

The desired depth of the saw cut is the depth of the seal plus 1/2" minimum above the top of the seal at the minimum sawed joint width. An irregular bottom of sawed joint is permitted as indicated on the plans. Maximum surface amplitude at the bottom of the saw cut joint is 1/8". Grind exposed corners on saw cut edges to a 1/4" chamfer.

Saw cut a straight joint, centered over the formed opening and to the desired width specified in the plans. Prevent any chipping or damage to the sawed edges of the joint.

Remove any staining or deposited material resulting from sawing with a wet blade to the satisfaction of the Engineer.

#### **PREPARATION OF SAWED JOINT FOR SEAL INSTALLATION**

After sawing the joint, the Engineer will thoroughly inspect the sawed joint opening for spalls, popouts, cracks, etc. All necessary repairs will be made by the Contractor prior to blast cleaning and installing the seal. Seals shall be secured to substrate that is clean and sound.

Clean the joints by sandblasting with clean dry sand immediately before placing the bonding agent. Sandblast the joint opening to provide a firm, clean joint surface free of curing compound, loose material and any foreign matter. Sandblast the joint opening without causing pitting or uneven surfaces. The aggregate in the elastomeric concrete may be exposed after sandblasting.

After blasting, either brush the surface with clean brushes made of hair, bristle or fiber, blow the surface with compressed air, or vacuum the surface until all traces of blast products and abrasives are removed from the surface, pockets, and corners.

If nozzle blasting is used to clean the joint opening, use compressed air that does not contain detrimental amounts of water or oil.

Examine the blast cleaned surface and remove any traces of oil, grease or smudge deposited in the cleaning operations.

Bond the seal to the blast cleaned surface on the same day the surface is blast cleaned.

#### **SEAL INSTALLATION**

Install the joint seal according to the manufacturer's procedures and recommendations and as recommended herein. Do not install the joint seal if the ambient air or surface temperature is below 45°F. Have a manufacturer's certified trained factory representative present during the installation of the first seal of the project.

Before installing the joint seal, check the uninstalled seal length to insure the seal is the same length as the required seal length shown in the plans. Splices in joint seals will not be permitted.

Begin installation by protecting the top edges of the concrete deck adjacent to the vertical walls of the joint as a means to minimize clean up. The joint seal shall be installed to strict conformance with the manufacturer's requirements for atmospheric conditions, concrete surface preparation, mixing and application of adhesive, seal material installation procedure, minimum cure time prior to exposure to traffic, as well as worker health and safety. Once work on placing a seal begins, do not stop until it is completed. Clean any excess adhesive from the top of the joint seal immediately with a trowel. Do not use solvents or any cleaners to remove the excess adhesive from the top of the seal. Remove the protective cover at the joint edges and check for any adhesive on concrete surfaces. Remove excess adhesive with a trowel, the use of solvents or any cleaners will not be allowed.

The installed system shall be watertight and will be monitored until final inspection and approval. Do not place pavement markings on top of synthetic rubber joint seals.

#### **BASIS OF PAYMENT**

Payment for all expansion joint seals will be at the lump sum contract price bid for "Synthetic Rubber Expansion Joint Seal". Prices and payment will be full compensation for furnishing all material, including elastomeric concrete, labor, tools and equipment necessary for installing these units in place and accepted.

#### **VOLUMETRIC MIXER**

#### **SPECIAL**

##### **DESCRIPTION**

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

##### **MATERIALS**

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

##### **EQUIPMENT**

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

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

- 1.) The unit shall be equipped with calibrated proportioning devices for each ingredient added to the concrete mix. The unit shall be equipped with a working recording meter that is visible at all times and furnishes a ticket printout with the calibrated measurement

of the mix being produced. If at any time the mixer fails to discharge a uniform mix, production of concrete shall be suspended until such time that problems are corrected.

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

#### **UNIFORMITY AND ACCEPTANCE**

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

#### **MEASUREMENT AND PAYMENT**

*Volumetric Mixer* will be paid for as lump sum and will be full compensation for furnishing the certified MHPVM devices, required Certified Concrete Field/Plant Technicians, and calibration of the equipment

#### **Pay Item**

Volumetric Mixer

#### **Pay Unit**

Lump Sum

**CONCRETE FOR DECK REPAIR**

(12-18-12)

**DESCRIPTION**

This provision addresses the material requirements of high early strength structural concrete to be used for reconstruction of deck slab and, if necessary, bent diaphragms as noted in the plans.

**MATERIALS**

Furnish Department approved pre-packaged concrete or bulk concrete materials in a mix proportioned to satisfy provisions for Class AA Concrete detailed in Section 1000-4 of the *Standard Specifications* or as otherwise noted in these provisions. Concrete mix shall meet the following requirements:

Physical Property	Threshold Limitation	Test Method
Compressive Strength (at 3 hrs.)	4500 psi (min.)	ASTM C39/C109
Slump	4 in. (min.) 7 in. (max.)	AASHTO T119
Water to Cement Ratio	0.450 (max.)	N/A
Modulus of Elasticity (at 28 days)	5200 ksi (max.)	ASTM C469
Coefficient of Thermal Expansion (at 28 days)	4.5 in./in./°F (min.) 5.5 in./in./°F (max.)	AASHTO T336
Concrete Setting Times		ASTM C191
Initial	30 min. (max.)	
Final	40 min. (max)	

Concrete shall be capable of placement on existing concrete substrate surfaces within the following temperature limitations:

40° F (min.)

100° F (max.)

Measurement for determination of concrete material compositions shall be in accordance with Section 1000-8 of the *Standard Specifications*.

Submit pre-packaged concrete mix contents or concrete mix design, including laboratory compressive strength data, for a minimum of six 4-inch by 8-inch cylinders at an age of 3 hours

and 1 day to the Engineer for review. Include test results for the slump and air content of the laboratory mix. Perform tests in accordance with AASHTO T119 and T152.

Provide aggregates that are free from ice, frost and frozen particles when introduced into the mixer.

For equipment, proportioning and mixing of concrete compositions, see Section 1000-12 of the *Standard Specifications* and the Special Provision entitled "Volumetric Mixer". Prior to beginning any work, obtain approval for all equipment to be used for joint area preparation, mixing, placing, finishing, and curing the deck repair concrete.

### **Measurement and Payment**

*Concrete for Deck Repair* will be measured and paid for at the contract unit price bid for the actual cubic feet of concrete incorporated into the completed and accepted structure. This price and payment will be full compensation for furnishing the required amount of material to complete the deck repair.

#### **Pay Item**

Concrete for Deck Repair

#### **Pay Unit**

Cubic Feet

### **BRIDGE JOINT DEMOLITION**

**(SPECIAL)**

#### **DESCRIPTION**

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

#### **EQUIPMENT**

Use the following surface preparation equipment:

- Sawing equipment capable of sawing concrete to a specified depth.
- Power driven hand tools for removal of concrete are required that meet the following requirements:

Pneumatic hammers weighing a nominal 15 lbs (7 kg) or less.

Pneumatic hammer chisel-type bits that do not exceed the diameter of the shaft in width.

- Hand tools such as hammers and chisels for removal of final particles of concrete.

#### **REMOVAL AND PREPARATION**

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

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

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

In overhangs, removing concrete areas greater than 0.60 ft<sup>2</sup>/ft length of bridge will require overhang support. Submit the overhang support method to the Engineer for approval.

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

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

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

#### **MEASUREMENT AND PAYMENT**

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

<b>Pay Item</b>	<b>Pay Unit</b>
Bridge Joint Demolition	Square Feet

#### **DESCRIPTION OF BRIDGES**

**Bridge #390 Buncombe County:** The bridge was built in 1972 and carries I-40 EBL over US 25 (Hendersonville Road). The superstructure consists of 7 lines of steel I-beams @ 7'-6" spacing. The bridge is 252.5' in length, made up of one 55' span, one 78' span, one 85.5' span, and one 34' span, with a concrete deck and a 50'-0" total deck width.

**Bridge #391 Buncombe County:** The bridge was built in 1972 and carries I-40WBL over US 25 (Hendersonville Road). The superstructure consists of 7 lines of steel I-beams @ 7'-6" spacing. The bridge is 287' in length, made up of one 69' span, one 87' span, one 91' span, and one 40' span, with a concrete deck and a 50'-0" total deck width.

**Bridge #404 Buncombe County:** The bridge was built in 1972 and carries I-40 EBL over London Road. The superstructure consists of 6 lines of steel I-beams @ 7'-5.5" spacing. The bridge is 186' in length, made up of one 53' span, one 83' span, and one 50' span, with a concrete deck and a 42'-2" total deck width.



**Bridge #406 Buncombe County:** The bridge was built in 1972 and carries I-40 WBL over London Road. The superstructure consists of 6 lines of steel I-beams @ 7'-5.5" spacing. The bridge is 194' in length, made up of one 61' span, one 83' span, and one 50' span, with a concrete deck and a 42'-2" total deck width.

**Bridge #425 Buncombe County:** The bridge was built in 1972 and carries I-40 EBL over SR3083 (Caribou Road). The superstructure consists of 6 lines of steel I-beams @ 7'-5" spacing. The bridge is 175' in length, made up of one 54' span, one 85' span, and one 36' span, with a concrete deck and a 42'-0" total deck width.

**Bridge #427 Buncombe County:** The bridge was built in 1972 and carries I-40 WBL over SR3083 (Caribou Road). The superstructure consists of 8 lines of steel I-beams @ 4'-0" to 7'-5" spacing. The bridge is 198' in length, made up of one 70' span, one 85' span, and one 43' span, with a concrete deck and a 50'-6" total deck width.

**Bridge #431 Buncombe County:** The bridge was built in 1972 and carries I-40 EBL over US 25A (Sweeten Creek Road). The superstructure consists of 6 lines of steel I-beams @ 7'-6" to 9'-3" spacing. The bridge is 141'-9" in length, made up of one 141'-9" span, with a concrete deck and a 50'-2" total deck width.

**Bridge #438 Buncombe County:** The bridge was built in 1972 and carries I-40 WBL over US 25A (Sweeten Creek Road). The superstructure consists of 6 lines of steel I-beams @ 7'-6" to 9'-3" spacing. The bridge is 142'-3" in length, made up of one 142'-3" span, with a concrete deck and a 50'-6" total deck width.

**Bridge #451 Buncombe County:** The bridge was built in 1972 and carries I-40 EBL over SR3052. The superstructure consists of 6 lines of steel I-beams @ 7'-5" spacing. The bridge is 143'-0" in length, made up of one 29' span, one 78' span, and one 36' span, with a concrete deck and a 42'-0" total deck width.

**Bridge #456 Buncombe County:** The bridge was built in 1972 and carries I-40 WBL over SR3052. The superstructure consists of 6 lines of steel I-beams @ 7'-5" spacing. The bridge is 139'-0" in length, made up of one 29' span, one 78' span, and one 32' span, with a concrete deck and a 42'-0" total deck width.

**Bridge #466 Buncombe County:** The bridge was built in 1972 and carries I-40 EBL over US 74A (Charlotte Highway). The superstructure consists of 6 lines of steel I-beams @ 9'-0" spacing. The bridge is 201'-0" in length, made up of one 39'-6" span, one 126'-0" span, and one 35'-6" span, with a concrete deck and a 50'-0" total deck width.

**Bridge #467 Buncombe County:** The bridge was built in 1972 and carries I-40 WBL over US 74A (Charlotte Highway). The superstructure consists of 6 lines of steel I-beams @ 9'-0" spacing. The bridge is 201'-0" in length, made up of one 39'-6" span, one 126'-0" span, and one 35'-6" span, with a concrete deck and a 50'-0" total deck width.

**Bridge #475 Buncombe County:** The bridge was built in 1972 and carries I-40 EBL over SR2838 (Porters Cove Road). The superstructure consists of 6 lines of steel I-beams @ 7'-5" spacing. The bridge is 198'-4" in length, made up of one 47'-11" span, one 100'-2" span, and one 50'-3" span, with a concrete deck and a 42'-0" total deck width.

**Bridge #476 Buncombe County:** The bridge was built in 1972 and carries I-40 WBL over SR2838 (Porters Cove Road). The superstructure consists of 6 lines of steel I-beams @ 7'-5" spacing. The bridge is 206'-5" in length, made up of one 51'-8" span, one 100'-10" span, and one 53'-11" span, with a concrete deck and a 42'-0" total deck width.

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

(5-20-08)

Z-2

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

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

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

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

(5-17-11)

Z-3

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

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

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

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

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

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

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

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

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

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

Sericea Lespedeza  
Oats (seeds)

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

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

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

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

Common or Sweet Sundangrass

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

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

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

Centipedegrass  
Crownvetch  
Pensacola Bahiagrass  
Creeping Red Fescue

Japanese Millet  
Reed Canary Grass  
Zoysia

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

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

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

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

Z-4

Revise the *2012 Standard Specifications* as follows:

**Division 2**

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

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

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

**Division 4**

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

**Division 6**

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

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

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

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

**Division 10**

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

**Division 12**

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

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

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

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

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

**Division 15**

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

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

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

**Division 17**

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

Revise the *2012 Roadway Standard Drawings* as follows:

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



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

(3-18-03)

Z-04a

**Within Quarantined Area**

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

**Originating in a Quarantined County**

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

**Contact**

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

**Regulated Articles Include**

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

**STANDARD SPECIAL PROVISION****AWARD OF CONTRACT**

(6-28-77)

Z-6

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

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

Z-7

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

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

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

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

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

**EMPLOYMENT GOALS FOR MINORITY  
AND FEMALE PARTICIPATION**

Economic Areas

**Area 023 29.7%**

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

**Area 024 31.7%**

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

**Area 025 23.5%**

Columbus County  
Duplin County  
Onslow County  
Pender County

**Area 026 33.5%**

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

**Area 027 24.7%**

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

**Area 028 15.5%**

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

**Area 029 15.7%**

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

**Area 0480 8.5%**

Buncombe County  
Madison County

**Area 030 6.3%**

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

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SMSA AreasArea 5720 26.6%

Currituck County

Area 9200 20.7%

Brunswick County

New Hanover County

Area 2560 24.2%

Cumberland County

Area 6640 22.8%

Durham County

Orange County

Wake County

Area 1300 16.2%

Alamance County

Area 3120 16.4%

Davidson County

Forsyth County

Guilford County

Randolph County

Stokes County

Yadkin County

Area 1520 18.3%

Gaston County

Mecklenburg County

Union County

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Goals for FemaleParticipation in Each Trade

(Statewide) 6.9%

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

FHWA - 1273 Electronic Version - May 1, 2012

Z-8

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

**ATTACHMENTS**

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

**I. GENERAL**

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

**II. NONDISCRIMINATION**

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

#### 1. Minimum wages

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



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

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

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

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

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
    - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
    - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
  - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
4. **Apprentices and trainees**
- a. Apprentices (programs of the USDOL). Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
 

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

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

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
  - b. Trainees (programs of the USDOL). Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.
 

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

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

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
  - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees

from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### **VII. SAFETY: ACCIDENT PREVENTION**

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

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

#### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

**1. Instructions for Certification – First Tier Participants:**

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

\* \* \* \* \*

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

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

**2. Instructions for Certification - Lower Tier Participants:**

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

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

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

\* \* \* \* \*

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

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

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

Z-10

**Description**

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

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

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

**Minorities and Women**

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

**Assigning Training Goals**

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

**Training Classifications**

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

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

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

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

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

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

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

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



**Records and Reports**

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

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

**Trainee Interviews**

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

**Trainee Wages**

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

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

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

**Achieving or Failing to Meet Training Goals**

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

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

**Measurement and Payment**

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

**STANDARD SPECIAL PROVISION**  
**MINIMUM WAGES**  
**GENERAL DECISION NC130088 01/04/2013 NC88**

Z-88

Date: January 4, 2013

General Decision Number: NC130088 01/04/2013 NC88

Superseded General Decision Numbers: NC20120088

State: North Carolina

Construction Type: HIGHWAY

**COUNTIES:**

Buncombe

Haywood

Henderson

Madison

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

Modification Number  
0

Publication Date  
01/04/2013

SUNC2011-069 09/16/2011

	Rates	Fringes
<b>CARPENTER (Form Work Only)</b>		
Buncombe County	13.18	
Haywood, Henderson, and Madison Counties	13.38	
<b>CEMENT MASON/CONCRETE FINISHER</b>	13.84	
<b>IRONWORKER (Reinforcing)</b>	14.88	
<b>LABORER</b>		
Asphalt, Asphalt Distributor, Raker, and Spreader		
Buncombe County	12.18	
Haywood, Henderson, and Madison Counties	12.33	
Common or General		
Buncombe County	11.60	
Haywood County	11.53	
Henderson County	10.75	
Madison County	11.54	
Concrete Saw	14.55	
Landscape	10.35	
Luteman	13.00	
Mason Tender (Cement/Concrete)	11.25	
Pipelayer	12.80	
Traffic Control (Cone Setter)	13.15	
Traffic Control (Flagger)	10.24	

	Rates	Fringes
<b>POWER EQUIPMENT OPERATORS</b>		
Backhoe/Excavator/Trackhoe		
Buncombe County	13.82	
Haywood and Madison Counties	14.05	
Henderson County	13.92	
Broom/Sweeper	13.97	
Bulldozer	15.27	
Crane	17.97	
Curb Machine	14.43	
Distributor	14.99	
Drill	16.68	
Grader/Blade		
Buncombe, Haywood, and Madison County	15.95	
Henderson County	14.25	
Loader		
Buncombe County	13.81	
Haywood, Henderson, and Madison Counties	14.14	
Mechanic	17.90	
Milling Machine	15.72	
Oiler	13.79	
Paver	17.60	
Roller		
Buncombe County	14.97	
Haywood, Henderson, and Madison Counties	15.04	
Scraper	15.85	
Screed	14.93	
Tractor	14.47	
<b>TRUCK DRIVER</b>		
Distributor	16.75	
Dump		
Buncombe County	12.28	
Haywood, Henderson, and Madison Counties	12.12	
Flatbed Truck	15.02	
Lowboy Truck	15.21	
Off the Road Truck	15.00	
Single Axle Truck	12.13	
Tack Truck	16.52	
Water Truck	13.16	

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

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

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

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

County : Buncombe

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	200 TON		
0003	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	12 TON		
0004	1577000000-E	620	POLYMER MODIFIED ASPHALT BINDER FOR PLANT MIX	339 TON		
0005	1839140000-E	661	ULTRA-THIN BONDED WEARING COURSE	6,520 TON		
0006	1839200000-E	661	APPLICATION OF ULTRATHIN HOT MIX ASPHALT	170,807 SY		
0007	1880000000-E	SP	GENERIC PAVING ITEM AGGREGATE BASE COURSE FOR BACKFILL	200 TON		
0008	1891000000-E	SP	GENERIC PAVING ITEM 8" CONTINUOUSLY REINFORCED CONC REPAIR	7,948 SY		
0009	1891000000-E	SP	GENERIC PAVING ITEM FINE MILLING	158,950 SY		
0010	4366000000-E	SP	GENERIC SIGNING ITEM WORK ZONE ADVANCE/GENERAL WARNING SIGNING	591.5 SF		
0011	4510000000-N	SP	LAW ENFORCEMENT	200 HR		
0012	4589000000-N	SP	GENERIC TRAFFIC CONTROL ITEM TEMPORARY TRAFFIC CONTROL	Lump Sum	L.S.	
0013	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	26 EA		
0014	4815000000-E	1205	PAINT PAVEMENT MARKING LINES (6")	246,582 LF		
0015	4847100000-E	1205	POLYUREA PAVEMENT MARKING LINES (6", *****) (HIGHLY REFLECTIVE ELEMENTS)	123,295 LF		
0016	4847120000-E	1205	POLYUREA PAVEMENT MARKING LINES (12", *****) (HIGHLY REFLECTIVE ELEMENTS)	9,745 LF		

County : Buncombe

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0017	4905000000-N	1253	SNOWPLOWABLE PAVEMENT MARKERS	1,192 EA		
0018	8161000000-E	420	GROOVING BRIDGE FLOORS	124,332 SF		
0019	8559000000-E	SP	CLASS II, SURFACE PREPARATION	145 SY		
0020	8692000000-N	SP	FOAM JOINT SEALS	Lump Sum	L.S.	
0021	8860000000-N	SP	GENERIC STRUCTURE ITEM SYNTHETIC RUBBER EXPANSION JOINT SEAL	Lump Sum	L.S.	
0022	8860000000-N	SP	GENERIC STRUCTURE ITEM VOLUMETRIC MIXER	Lump Sum	L.S.	
0023	8881000000-E	SP	GENERIC STRUCTURE ITEM LATEX MODIFIED CONCRETE OVER- LAY VERY EARLY STRENGTH	818 CY		
0024	8882000000-E	SP	GENERIC STRUCTURE ITEM CONCRETE FOR DECK REPAIR	171 CF		
0025	8892000000-E	SP	GENERIC STRUCTURE ITEM BRIDGE JOINT DEMOLITION	1,425 SF		
0026	8893000000-E	SP	GENERIC STRUCTURE ITEM HYDRODEMOLITION OF BRIDGE DECK	14,702 SY		
0027	8893000000-E	SP	GENERIC STRUCTURE ITEM PLACING & FINISHING OF LATEX MOD CONC OVERLAY VERY EARLY STRENGTH	14,702 SY		
0028	8893000000-E	SP	GENERIC STRUCTURE ITEM SCARIFYING BRIDGE DECK	14,702 SY		

1501/Aug13/Q897609.5/D148085660000/E28

Total Amount Of Bid For Entire Project :

**Vendor 1 of 4: NHM CONSTRUCTORS, LLC (11870)**  
**Call Order 014 (Proposal: C203385)**

**Bid Information**

---

**County:** BUNCOMBE

**Bid Checksum:** FA8E4D55

**Address:** PO Box 6385  
Asheville , NC , 28816

**Bid Total:** \$8,295,770.26

**Signature Check:** William\_Newman\_11870

**Items Total:** \$8,295,770.26 ✓

**Time Bid Received:** September 17, 2013 01:41 PM

**Time Total:** \$0.00

**Amendment Count:** 0

**Bidding Errors:**

None.

DBE GOAL SET 3.0

DBE GOAL MET 3.0



**Vendor 1 of 4: NHM CONSTRUCTORS, LLC (11870)**  
**Call Order 014 (Proposal: C203385)**

**Bid Bond Information**

---

<b>Projects:</b>	<b>Bond Maximum:</b>
<b>Counties:</b>	<b>State of Incorporation:</b>
<b>Bond ID:</b> R2TT-YSJ1-2HCM-HBJF	<b>Agency Execution Date:</b> 9/17/2013
<b>Paid by Check:</b> No	<b>Surety Name:</b> SurePathNetwork
<b>Bond Percent:</b> 5%	<b>Bond Agency Name:</b> Philadelphia Indemnity Insurance Company

Vendor 11870's Bid Information for Call 014, Letting L130917, 09/17/13

NHM Constructors, LLC (11870)  
Call Order 014 (Proposal ID C203385)

#### LIST OF DBE PARTICIPANTS

VENDOR NUMBER	DBE NAME ADDRESS	WORK CODE TYPE OF WORK	CERT TYPE AMOUNT	
12392MB	HAMILTON HAULING LLC 12 BARCLAY RD. , CANDLER, NC 28715		Sub 23,472.00	Committed
5796 WB	A-1 PAVEMENT MARKING LLC 238 N BIVENS RD , MONROE, NC 28110		Sub 225,897.80	Committed
			TOTAL: \$249,369.80	
			3.01%	

Vendor 11870's Bid Information for Call 014, Letting L130917, 09/17/13

NHM Constructors, LLC (11870)  
Call Order 014 (Proposal ID C203385)

#### 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: R2TT-YSJ1-2HCM-HBJF

Surety Registry Agency: SurePathNetwork

Verified?: Yes

Surety Agency: Philadelphia Indemnity Insurance Company

Bond Execution Date: 9/17/2013

Bond Amount: \$414,788.51 (Five Percent of Bid)

State of NC  
Dept of Transportation

Date: 08-20-13  
Revised:

Contract ID: C203385

Project(s): IMPP-040-1(246)50

Letting Date: 09-17-13 Call Order: 014

Bidder: 11870 - NHM Constructors, LLC

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Cts
Section 0001 ROADWAY ITEMS				
Alt Group				
0001	0000100000-N MOBILIZATION	LUMP	LUMP	414,000.00
0002	1523000000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5C	200.000 TON	212.00000	42,400.00
0003	1575000000-E ASPHALT BINDER FOR PLANT MIX	12.000 TON	636.00000	7,632.00
0004	1577000000-E POLYMER MODIFIED ASPHALT BIN- DER FOR PLANT MIX	339.000 TON	901.00000	305,439.00
0005	1839140000-E ULTRA-THIN BONDED WEARING COURSE	6,520.000 TON	46.00000	299,920.00
0006	1839200000-E APPLICATION OF ULTRATHIN HOT MIX ASPHALT	170,807.000 SY	2.13000	363,818.91
0007	1880000000-E GENERIC PAVING ITEM AGGREGATE BASE COURSE FOR BACKFILL	200.000 TON	22.00000	4,400.00
0008	1891000000-E GENERIC PAVING ITEM 8" CONTINUOUSLY REINFORCED CONC REPAIR	7,948.000 SY	306.00000	2,432,088.00
0009	1891000000-E GENERIC PAVING ITEM FINE MILLING	158,950.000 SY	1.31000	208,224.50
0010	4366000000-E GENERIC SIGNING ITEM WORK ZONE ADVANCE/GENERAL WARNING SIGNING	591.500 SF	6.31000	3,732.37

State of NC  
Dept of Transportation

Date: 08-20-13  
Revised:

Contract ID: C203385

Project(s): IMPP-040-1(246)50

Letting Date: 09-17-13 Call Order: 014

Bidder: 11870 - NHM Constructors, LLC

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0011	4510000000-N LAW ENFORCEMENT	200.000 HR	35.00000	7,000.00
0012	4589000000-N GENERIC TRAFFIC CONTROL ITEM TEMPORARY TRAFFIC CONTROL	LUMP	LUMP	138,000.00
0013	4725000000-E THERMOPLAST IC PAVEMENT MARKINGSYMBOL (90 MILS)	26.000 EA	185.60000	4,825.60
0014	4815000000-E PAINT PAVEMENT MARKING LINES (6")	246,582.000 LF	0.22000	54,248.04
0015	4847100000-E POLYUREA PAVEMENT MARKING LINES (6", *****) (HIGHLY REFLECTIVE ELEMENTS)	123,295.000 LF	1.01000	124,527.95
0016	4847120000-E POLYUREA PAVEMENT MARKING LINES (12", *****) (HIGHLY REFLECTIVE ELEMENTS)	9,745.000 LF	2.41000	23,485.45
0017	4905000000-N SNOWPLOWABL E PAVEMENT MARKERS	1,192.000 EA	29.16000	34,758.72
0018	8161000000-E GROOVING BRIDGE FLOORS	124,332.000 SF	0.80000	99,465.60
0019	8559000000-E CLASS II, SURFACE PREPARATION	145.000 SY	75.00000	10,875.00
0020	8692000000-N FOAM JOINT SEALS	LUMP	LUMP	40,000.00

State of NC  
Dept of Transportation

Date: 08-20-13  
Revised:

Contract ID: C203385

Project(s): IMPP-040-1(246)50

Letting Date: 09-17-13 Call Order: 014

Bidder: 11870 - NHM Constructors, LLC

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0021	8860000000-N GENERIC STRUCTURE ITEM SYNTHETIC RUBBER EXPANSION JOINT SEAL	LUMP	LUMP	235,000.00
0022	8860000000-N GENERIC STRUCTURE ITEM VOLUMETRIC MIXER	LUMP	LUMP	3,000.00
0023	8881000000-E GENERIC STRUCTURE ITEM LATEX MODIFIED CONCRETE OVER- LAY VERY EARLY STRENGTH	818.000 CY	1,000.00000	818,000.00
0024	8882000000-E GENERIC STRUCTURE ITEM CONCRETE FOR DECK REPAIR	171.000 CF	481.00000	82,251.00
0025	8892000000-E GENERIC STRUCTURE ITEM BRIDGE JOINT DEMOLITION	1,425.000 SF	125.00000	178,125.00
0026	8893000000-E GENERIC STRUCTURE ITEM HYDRODEMOLITION OF BRIDGE DECK	14,702.000 SY	76.30000	1,121,762.60
0027	8893000000-E GENERIC STRUCTURE ITEM PLACING & FINISHING OF LATEX MOD CONC OVERLAY VERY EARLY STRENGTH	14,702.000 SY	39.51000	580,876.02
0028	8893000000-E GENERIC STRUCTURE ITEM SCARIFYING BRIDGE DECK	14,702.000 SY	44.75000	657,914.50
	Section 0001 Total			8,295,770.26
	Bid Total			8,295,770.26

## NON-COLLUSION AND DEBARMENT CERTIFICATION

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

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

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

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

Explanation:  
NOT ANSWERED  
NOT ANSWERED  
NOT ANSWERED  
NOT ANSWERED

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

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

# AWARD LIMITS ON MULTIPLE PROJECTS

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

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

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

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

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

The Award Limits shall apply to the following projects:

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

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



NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION  
DBE COMMITMENT ITEMS

DATE: 08-20-13  
PAGE: 6

PROPOSAL: C203385  
LETTING: L130917 CALL: 014  
VENDOR: 11870 NHM Constructors, LLC

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

DBE SUBCONTRACTOR: 12392 HAMILTON HAULING LLC  
Will Use Quote: Yes

0005	1839140000-E	ULTRATHIN BO TON		6520.000	3.60000	23472.00
		hauling only				

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:	23,472.00	Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )	23,472.	

DBE SUBCONTRACTOR: 5796 A-1 PAVEMENT MARKING LLC  
Will Use Quote: Yes

0013	4725000000-E	THERMO PVT S EA		26.000	175.00000	4550.00
0014	4815000000-E	PAINT PVMT M LF		246582.000	0.20000	49316.40
0015	4847100000-E	POLYUREA LIN LF		123295.000	0.95000	117130.25
0016	4847120000-E	POLYUREA LIN LF		9745.000	2.27000	22121.15
0017	4905000000-N	SNOWPLB PVMT EA		1192.000	27.50000	32780.00

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:	225,897.80	Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )	225,897	

TOTAL DBE COMMITMENT FOR VENDOR:	Entered:	3.01% or	249369.80
	Required:	3.00% or	248873.11
		<GOAL MET>	

## Contract Item Sheets For C203385

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	Lump Sum LS	414,000.00	414,000.00
0002	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	200 TON	212.00	42,400.00
0003	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	12 TON	636.00	7,632.00
0004	1577000000-E	620	POLYMER MODIFIED ASPHALT BINDER FOR PLANT MIX	339 TON	901.00	305,439.00
0005	1839140000-E	661	ULTRA-THIN BONDED WEARING COURSE	6,520 TON	46.00	299,920.00
0006	1839200000-E	661	APPLICATION OF ULTRATHIN HOT MIX ASPHALT	170,807 SY	2.13	363,818.91
0007	1880000000-E	SP	GENERIC PAVING ITEM AGGREGATE BASE COURSE FOR BACKFILL	200 TON	22.00	4,400.00
0008	1891000000-E	SP	GENERIC PAVING ITEM 8" CONTINUOUSLY REINFORCED CONC REPAIR	7,948 SY	306.00	2,432,088.00
0009	1891000000-E	SP	GENERIC PAVING ITEM FINE MILLING	158,950 SY	1.31	208,224.50
0010	4366000000-E	SP	GENERIC SIGNING ITEM WORK ZONE ADVANCE/GENERAL WARNING SIGNING	591.5 SF	6.31	3,732.37
0011	4510000000-N	SP	LAW ENFORCEMENT	200 HR	35.00	7,000.00
0012	4589000000-N	SP	GENERIC TRAFFIC CONTROL ITEM TEMPORARY TRAFFIC CONTROL	Lump Sum LS	138,000.00	138,000.00
0013	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	26 EA	185.60	4,825.60
0014	4815000000-E	1205	PAINT PAVEMENT MARKING LINES (6")	246,582 LF	0.22	54,248.04
0015	4847100000-E	1205	POLYUREA PAVEMENT MARKING LINES (6", *****) (HIGHLY REFLECTIVE ELEMENTS)	123,295 LF	1.01	124,527.95
0016	4847120000-E	1205	POLYUREA PAVEMENT MARKING LINES (12", *****) (HIGHLY REFLECTIVE ELEMENTS)	9,745 LF	2.41	23,485.45

## Contract Item Sheets For C203385

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0017	4905000000-N	1253	SNOWPLOWABLE PAVEMENT MARKERS	1,192 EA	29.16	34,758.72
0018	8161000000-E	420	GROOVING BRIDGE FLOORS	124,332 SF	0.80	99,465.60
0019	8559000000-E	SP	CLASS II, SURFACE PREPARATION	145 SY	75.00	10,875.00
0020	8692000000-N	SP	FOAM JOINT SEALS	Lump Sum LS	40,000.00	40,000.00
0021	8860000000-N	SP	GENERIC STRUCTURE ITEM SYNTHETIC RUBBER EXPANSION JOINT SEAL	Lump Sum LS	235,000.00	235,000.00
0022	8860000000-N	SP	GENERIC STRUCTURE ITEM VOLUMETRIC MIXER	Lump Sum LS	3,000.00	3,000.00
0023	8881000000-E	SP	GENERIC STRUCTURE ITEM LATEX MODIFIED CONCRETE OVER- LAY VERY EARLY STRENGTH	818 CY	1,000.00	818,000.00
0024	8882000000-E	SP	GENERIC STRUCTURE ITEM CONCRETE FOR DECK REPAIR	171 CF	481.00	82,251.00
0025	8892000000-E	SP	GENERIC STRUCTURE ITEM BRIDGE JOINT DEMOLITION	1,425 SF	125.00	178,125.00
0026	8893000000-E	SP	GENERIC STRUCTURE ITEM HYDRODEMOLITION OF BRIDGE DECK	14,702 SY	76.30	1,121,762.60
0027	8893000000-E	SP	GENERIC STRUCTURE ITEM PLACING & FINISHING OF LATEX MOD CONC OVERLAY VERY EARLY STRENGTH	14,702 SY	39.51	580,876.02
0028	8893000000-E	SP	GENERIC STRUCTURE ITEM SCARIFYING BRIDGE DECK	14,702 SY	44.75	657,914.50

TOTAL AMOUNT OF BID FOR ENTIRE PROJECT

\$8,295,770.26

0930/Oct08/Q897609.5/D148085660000/E28

Contract No. C 203385  
County BUNCOMBE

State of North Carolina  
County of Buncombe 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.

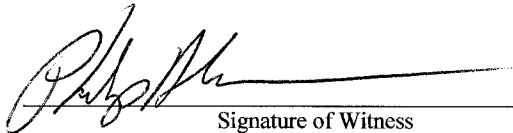
By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes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

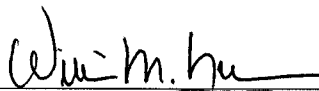
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization 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**

NHM CONSTRUCTORS, LLC  
Full Name of Firm

P.O. BOX 6385, ASHEVILLE, NC 28816  
Address as Prequalified

  
Signature of Witness

  
Signature of Member/Manager Authorized Agent  
Select appropriate title

Philip A. Greason  
Print or type Signer's name

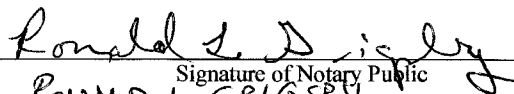
William M. Newman  
Print or type Signer's Name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

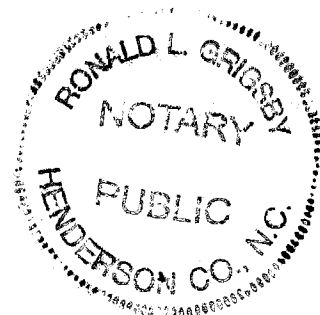
7 day of OCTOBER 2013.

  
Signature of Notary Public  
RONALD L. GRIGSBY

of HENDERSON County

State of NORTH CAROLINA

My Commission Expires: JAN. 26, 2016



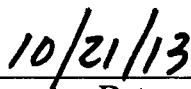
Contract No. C203385

County (ies): Buncombe

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

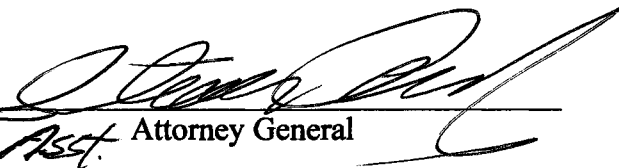


Contract Officer



Date

Execution of Contract and Bonds  
Approved as to Form:

  
Asst. Attorney General

Signature Sheet (Bid - Acceptance by Department)

Contract No. C203385  
County Buncombe

Rev 5-17-11

**CONTRACT PAYMENT BOND**

Date of Payment Bond Execution October 9, 2013

Name of Principal Contractor NHM Constructors, LLC

Name of Surety: Philadelphia Indemnity Insurance Company  
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004-1403

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

Amount of Bond: Eight Million Two Hundred Ninety Five  
Thousand Seven Hundred Seventy Dollars and 26/100 \$8,295,770.26

Contract ID No.: C203385

County Name: Buncombe

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. C203385  
County Buncombe

Rev 5-17-11

**CONTRACT PAYMENT BOND**

*Affix Seal of Surety Company*

Philadelphia Indemnity Insurance Company  
Print or type Surety Company Name

By Debra S. Ritter  
Print, stamp or type name of Attorney-in-Fact

By: Debra S. Ritter  
Signature of Attorney-in-Fact

Angela M. Yount  
Signature of Witness

Angela M. Yount  
Print or type Signer's name

6230 Fairview Road, Suite 230, Charlotte, NC 28210  
Address of Attorney-in-Fact

Contract No. C203385  
County Buncombe

Rev 5-17-11

**CONTRACT PAYMENT BOND**  
**LIMITED LIABILITY COMPANY**  
SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor NHM Constructors, LLC  
Full name of Firm

P. O. Box 6385, Asheville, NC 28816  
Address as prequalified

By: William M. Newman  
Signature of Member, Manager Authorized Agent  
Select appropriate title

William M. Newman  
Print or type Signer's name



Contract No. C203385  
County Buncombe

Rev 5-17-11

**CONTRACT PERFORMANCE BOND**

Date of Performance Bond Execution: October 9, 2013

Name of Principal Contractor: NHM Constructors, LLC

Name of Surety: Philadelphia Indemnity Insurance Company  
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004-1403

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

Amount of Bond: Eight Million Two Hundred Ninety Five  
Thousand Seven Hundred Seventy Dollars and 26/100 \$8,295,770.26

Contract ID No.: C203385

County Name: Buncombe

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

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

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

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

Contract No. C203385  
County Buncombe

Rev 5-17-11

**CONTRACT PERFORMANCE BOND**

*Affix Seal of Surety Company*

Philadelphia Indemnity Insurance Company  
Print or type Surety Company Name

By Debra S. Ritter  
Print, stamp or type name of Attorney-in-Fact

By: Debra S. Ritter  
Signature of Attorney-in-Fact

Angela M. Yount  
Signature of Witness

Angela M. Yount  
Print or type Signer's name

6230 Fairview Road, Suite 230, Charlotte, NC 28210  
Address of Attorney-in-Fact

Contract No. C203385  
County Buncombe

Rev 5-17-11

**CONTRACT PERFORMANCE BOND**

**LIMITED LIABILITY COMPANY**

**SIGNATURE OF CONTRACTOR (Principal)**

Name of Contractor NHM Constructors, LLC  
Full name of Firm

P. O. Box 6385, Asheville, NC 28816  
Address as prequalified

By: William M. Newman  
Signature of ~~Member, Manager~~ Authorized Agent  
Select appropriate title

William M. NEWMAN  
Print or type Signer's name



**PHILADELPHIA  
INSURANCE COMPANIES**

A Member of the Tokio Marine Group

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

1

**Surety Bond Number:** PB02341700062  
**Principal:** NHM Constructors, LLC  
**Obligee:** NC Department of Transportation

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Debra S. Ritter its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$7,500,000.00**:

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7<sup>TH</sup> DAY OF FEBRUARY 2013.

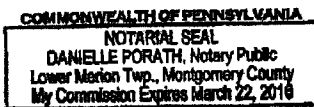


(Seal)

*Robert D. O'Leary Jr.*

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 7<sup>th</sup> day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

*Danielle Porath*

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 9th day of October, 2013.



*Craig P. Keller*  
Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**