

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

C203620

CONTRACT AND
CONTRACT BONDS

FOR CONTRACT NO. C203620

WBS 50136.3.FS1 NHPIM-040-1(260)

T.I.P NO. I-5512

COUNTY OF HAYWOOD

THIS IS THE ROADWAY CONTRACT

ROUTE NUMBER I 40 LENGTH 0.674 MILES

LOCATION TUNNELS 15, 17 & 104 ON I-40 BETWEEN THE TENNESSEE STATE
LINE & SR-1338 (FINES CREEK ROAD).

CONTRACTOR LANFORD BROTHERS CO., INC.

ADDRESS P.O. BOX 7330
ROANOKE, VA 24019

BIDS OPENED DECEMBER 16, 2014

CONTRACT EXECUTION JAN 26 2015

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

PROPOSAL

DATE AND TIME OF BID OPENING: **DECEMBER 16, 2014 AT 2:00 PM**

CONTRACT ID C203620
WBS 50136.3.FS1

FEDERAL-AID NO. NHPIM-040-1(260)

COUNTY HAYWOOD

T.I.P. NO. I-5512

MILES 0.674

ROUTE NO. I 40

LOCATION TUNNELS 15, 17 & 104 ON I-40 BETWEEN THE TENNESSEE STATE
LINE & SR-1338 (FINES CREEK ROAD).

TYPE OF WORK GRADING, DRAINAGE, PAVING & TUNNEL REPAIR.

NOTICE:

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

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A ROADWAY PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. C203620 IN HAYWOOD 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. C203620; 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. C203620 in Haywood 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.

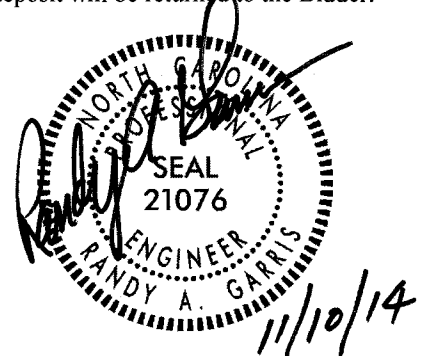
The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2012* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the 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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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 **March 16, 2015**.

The completion date for this contract is **July 15, 2017**.

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 Five Hundred Dollars (\$1,500.00)** 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** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday thru Sunday from 6:00 AM to 9:00 PM

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

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **6:00 am** December 31st and **9:00 pm** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **9:00 pm** the following Tuesday.
3. For **Easter**, between the hours of **6:00 am** Thursday and **9:00 pm** Monday.
4. For **Memorial Day**, between the hours of **6:00 am** Friday and **9:00 pm** Tuesday.

5. For **Independence Day**, between the hours of **6:00 am** the day before Independence Day and **9:00 pm** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 am** the Thursday before Independence Day and **9:00 pm** the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of **6:00 am** Friday and **9:00 pm** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 am** Tuesday and **9:00 pm** Monday.
8. For **Christmas**, between the hours of **6:00 am** the Friday before the week of Christmas Day and **9:00 pm** the following Tuesday after the week of Christmas Day.

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

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

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

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

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 at Tunnel 15** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday thru Sunday from 6:00 AM to 9:00 PM
(All holiday time restrictions will apply during road closure operation.)

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 Dollars (\$2,000.00)** per hour.

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 E

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for road closures and restoring traffic to the existing traffic pattern. The Contractor shall not close **I-40 at Tunnel 17 and 104** during the following time restrictions:

DAY AND TIME RESTRICTIONS

**Monday - Sunday
from
4:00 A.M. to 12:00 A.M. (Midnight)**

The maximum allowable time for **tunnel repairs as shown on Typical Section 3 on Sheet TMP-4 (center of tunnel)** is **thirty (30) minutes** for **I-40 at Tunnel 17 and 104**. The Contractor shall reopen **at least one (1) travel lane** to traffic until the existing traffic queue is depleted.

The time of availability for this intermediate contract time will be the time the Contractor begins to install traffic control devices required for the 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 **Five Hundred Dollars (\$500.00) per fifteen (15)-minute time period**.

INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 E

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for road closures and restoring traffic to the existing traffic pattern. The Contractor shall not close **I-40 (all tunnel locations)** for material delivery during the following time restrictions:

DAY AND TIME RESTRICTIONS

**Monday - Sunday
from
4:00 A.M. to 12:00 A.M. (Midnight)**

The maximum allowable time for **Material Delivery** is **fifteen (15) minutes** for **I-40 (all tunnel locations)**. The Contractor shall reopen **at least one (1) travel lane** to traffic until the existing traffic queue is depleted.

The time of availability for this intermediate contract time will be the time the Contractor begins to install traffic control devices required for the 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 **Five Hundred Dollars (\$500.00)** per **fifteen (15)**-minute time period.

MAJOR CONTRACT ITEMS:

(2-19-02)

104

SP1 G28

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

Line #	Description
045	– Install LED Luminaire (Tunnel)
076	– Epoxy Coating

SPECIALTY ITEMS:

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

108-6

SP1 G37

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

Line #	Description
10 thru 14	Guardrail
24	Long-Life Pavement Markings
25 & 27 thru 56	Lighting
57 thru 72	Erosion Control

SPECIAL REQUIREMENTS FOR WORK IN NATIONAL FOREST:

(7-1-95)

107-13

SP1 G40

In addition to other requirements in this proposal with respect to clearing, erosion control, protection of environment, etc., comply with the following requirements:

- (A) Comply with the portions of these Special Requirements, entitled "Fire Plan," "Clearing Plan," and "Landscape and Erosion Control Plan." Note the fact that merchantable timber within Forest Service Property will become the property of the Contractor.
- (B) Comply with the following recommendations of the State Fish and Game Department and Forest Service for wildlife and fish management:
 - (1) Take all necessary precautions to avoid damage to fish habitat and exercise every reasonable precaution to prevent muddying or silting live streams.

- (2) Do not deposit material removed from the roadway or channel changes in live streams or into the streams or stream channel where it would be washed away by high stream flows.
- (3) Do not haul materials, including logs, brush, and debris, by fording live streams. Instead, provide temporary bridges or other structures for this purpose.
- (C) Dispose of waste material resulting from slides during construction and surplus material at locations approved by the Forest Supervisor. Submit a plan showing the proposed method of disposal at the time approval is requested.
- (D) Treat sections of existing road to be abandoned as a result of the proposed new construction, as designated by the Forest Supervisor, to restore them to their natural state. The necessary treatment will be determined during a joint review between the Forest Service and the State and may include ripping of roadbed, removal of drainage structure, and opening drainage channels. Plans and specifications as mutually deemed appropriate to accomplish the objective will become a part of this stipulation.
- (E) Permanently monument the right of way prior to completion of construction in accordance with State requirements for such right of way, but in any event the minimum requirements will be to place permanent monuments at the intersection of right of way with all property lines, section lines, and at intervals of not more than 1,000 feet along the right-of-way limits.
- (F) Re-establish or restore public land monuments disturbed or destroyed by construction, reconstruction, or maintenance according to instructions of the Bureau of Land Management, Department of the Interior. Do not damage, destroy, or obliterate other land monuments and property corners or witness markers without the prior permission of the Regional Forester. Relocate or re-establish these land monuments, property corners, and witness markers in accordance with standards satisfactory to the Regional Forester.

Fire Protection Plan

During the period of construction, perform both independently and in cooperation with the Forest Service everything that is reasonable and practical to prevent and suppress forest fires on the easement area and in its immediate vicinity. Include provisions in all subcontracts for the construction of the road requiring subcontractors and their respective employees to do likewise. The contractors and subcontractors, shall conform to, but not be limited to, the following Fire Plan:

- (A) Take immediate independent or cooperative action to control and extinguish any fire, regardless of cause, within the easement area and its vicinity.
- (B) Maintain at readily available sites one or more boxes of fire fighting tools to be furnished by the Forest Service for forest fire fighting purposes only.

- (C) Perform debris burning only in the center of the right of way, and only after a strip 20 feet wide around each pile is cleared to mineral soil.
- (D) Keep fires compact by throwing in the larger material as it burns. If piles are too close together or burn hot, light every second or third pile; allow these to cool down before firing the others. On slopes start burning at the top and work down. Confine fires to piles at all times.
- (E) Do not leave fires unattended.
- (F) Discontinue burning upon notification by the District Forest Ranger or his representative that fire danger is such that there is abnormal risk.
- (G) Whenever a fire escapes, notify the District Ranger immediately even if the fire is suppressed without Forest Service assistance.
- (H) The contractor or subcontractor responsible will bear the costs, including Forest Service direct costs and value of resources damages, incurred by the Forest Service in controlling and extinguishing any fire on or threatening National Forest lands which they or their employees caused with or without negligence in connection with construction operations.
- (I) Contact the District Ranger 24 hours in advance of burning.

Clearing Plan

Conform to the following clearing plan:

- (A) Dispose of unmerchantable materials including tops, branches, etc., by piling and burning as directed by the Forest Service or used in brush barriers. Alternate methods of disposal, including any of the following methods or combinations of methods (lop and scatter, chip, remove, pile only), shall be approved in advance by the Forest Service.
- (B) The maximum clearing and grubbing limits are to be as shown on the plans except that cutting of hazard trees outside these limits may be done with approval. Confine construction machinery within the clearing limits.

Landscape and Erosion Control Plan

The erosion control plan will be designed and implemented to prevent visible sediment, as defined by NC DENR regulations, from reaching any defined stream channel.

Conform to, but not be limited to, the following Landscape and Erosion Control Plan.

- (A) Prevent visible sediment from entering any stream channel. If an erosion control practice must be sited in a channel, it shall stop further down-channel transport of visible sediment.

- (B) Bear responsibility for the prevention and control of soil erosion and gully on the right of way and lands adjacent thereto resulting from the construction or maintenance of the road. Revegetate with grass (not Love Grass) or herbaceous plants all ground where the soil has been exposed. Accomplish revegetation within 20 working days following final grading.
- (C) Round the ends of cut sections and the tops of back slopes.
- (D) Vegetate all front and back slopes by liming, fertilizing, mulching and seeding; including any waste area. Mulch critical areas if they are to be exposed greater than 5 working days of probable inclement weather during seasons when seeding is impracticable. Critical areas include all bare soils within 100 feet (slope distance) of perennial and intermittent streams. Mulch these as soon as practical and after final seeding.
- (E) Maintain all erosion control practices in a timely manner to prevent visible sediment from entering any stream channel, until such time that the final revegetation stabilizes the site and prevents erosion and off-site movement of sediment.

FUEL PRICE ADJUSTMENT:

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

109-8

SP1 G43

Revise the 2012 *Standard Specifications* as follows:

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

The base index price for DIESEL #2 FUEL is **\$2.6380** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

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

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08) (Rev. 5-20-14)

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:

2015	(7/01/14 - 6/30/15)	19 % of Total Amount Bid
2016	(7/01/15 - 6/30/16)	51 % of Total Amount Bid
2017	(7/01/16 - 6/30/17)	29 % of Total Amount Bid
2018	(7/01/17 - 6/30/18)	1 % of Total Amount Bid

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

DISADVANTAGED BUSINESS ENTERPRISE:

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

102-15(J)

SP1 G61

Description

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

Definitions

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

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

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

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

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

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

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

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

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

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

Forms and Websites Referenced in this Provision

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

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

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

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

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

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

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

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

[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20\(Federal\).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 **2.0 %**

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

Directory of Transportation Firms (Directory)

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

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

Listing of DBE Subcontractors

At the time of bid, bidders shall submit all DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goal. Only those firms

with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

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

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

(B) Paper Bids

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

- (2) *If the DBE goal is zero, entries on the Listing of DBE Subcontractors are not required for the zero goal, however any DBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.*

DBE Prime Contractor

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

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

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

Written Documentation – Letter of Intent

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

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

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

Submission of Good Faith Effort

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

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

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

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

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

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

- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within 7 days from the bid opening the Business Development Manager in the Business Opportunity and Work Force Development Unit to give notification of the bidder's inability to get DBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the DBE goal.

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

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

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

Non-Good Faith Appeal

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

Counting DBE Participation Toward Meeting DBE Goal

(A) Participation

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Commercially Useful Function

(A) DBE Utilization

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

(B) DBE Utilization in Trucking

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

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

non-DBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the DBE and the Contractor will not count towards the DBE contract requirement.

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

DBE Replacement

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

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

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

(A) Performance Related Replacement

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

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

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

(B) Decertification Replacement

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

Changes in the Work

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

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

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

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

Reports and Documentation

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

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

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

Reporting Disadvantaged Business Enterprise Participation

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

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

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

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

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

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

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

(A) Electronic Bids Reporting

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

(B) Paper Bids Reporting

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

Failure to Meet Contract Requirements

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

CERTIFICATION FOR FEDERAL-AID CONTRACTS:

(3-21-90)

SP1 G85

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

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

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

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

CONTRACTOR'S LICENSE REQUIREMENTS:

(7-1-95)

102-14

SP1 G88

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

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:

(11-22-94)

108-5

SP1 G100

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

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

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

LOCATING EXISTING UNDERGROUND UTILITIES:

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

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

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

RESOURCE CONSERVATION:

(5-21-13)

104-13

SP1 G118

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

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

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

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

DOMESTIC STEEL:

(4-16-13)

106

SP1 G120

Revise the *2012 Standard Specifications* as follows:

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

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

MAINTENANCE OF THE PROJECT:

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

104-10

SP1 G125

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

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

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

TWELVE MONTH GUARANTEE:

(7-15-03)

108

SP1 G145

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

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

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

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

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.

LIABILITY INSURANCE:

(5-20-14)

SP1 G160

Revise the *2012 Standard Specifications* as follows:

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

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

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:

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

105-16, 225-2, 16

SP1 G180

General

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

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

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

Roles and Responsibilities

- (A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:
 - (1) *Manage Operations* - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
 - (a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
 - (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
 - (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
 - (d) Implement the erosion and sediment control/stormwater site plans requested.
 - (e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.

- (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
 - (g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
 - (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
 - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
 - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
 - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.
- (2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:
- (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
 - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days, twice weekly for construction related *Federal Clean Water Act, Section 303(d)* impaired streams with turbidity violations, and within 24 hours after a significant rainfall event of 0.5 inch that occurs within a 24 hour period.
 - (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
 - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
 - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.

- (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
 - (g) Provide secondary containment for bulk storage of liquid materials.
 - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
 - (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.
- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:
 - (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
 - (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
 - (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
 - (d) Conduct the inspections required by the NPDES permit.
 - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
 - (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
 - (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
 - (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
 - (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
 - (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.
- (B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:
 - (1) Foreman in charge of grading activities
 - (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
 - (3) Foreman in charge of utility activities

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

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

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

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

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

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

Preconstruction Meeting

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

Ethical Responsibility

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

Revocation or Suspension of Certification

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

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

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

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

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

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

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

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

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

Measurement and Payment

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

PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:

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

105-16, 230, 801

SP1 G181

Water discharge from borrow pit sites shall not cause surface waters to exceed 50 NTUs (nephelometric turbidity unit) in streams not designated as trout waters and 10 NTUs in streams, lakes or reservoirs designated as trout waters. For lakes and reservoirs not designated as trout waters, the turbidity shall not exceed 25 NTUs. If the turbidity exceeds these levels due to natural background conditions, the existing turbidity level shall not be increased.

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

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

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

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

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

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

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

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

EMPLOYMENT:

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

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

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

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

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

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

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

SUBLETTING OF CONTRACT:

(11-18-2014)

108-6

SP1 G186

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

NOTES TO CONTRACTOR:

1) Maintain existing roadway lighting as noted in the Plans for the duration of the project unless otherwise directed by the Engineer. No separate measurement or payment will be made for maintaining existing roadway lighting as the cost of such shall be included in the contract price bid for the various tunnel lighting items.

2) Deliver existing generators to the following location: NCDOT Bridge Maintenance, 619 Paragon Parkway, Clyde, NC 28271. Coordinate delivery time and date with the Engineer. No separate payment will be made for loading, hauling or delivering existing generators as the cost of such shall be included in the lump sum price bid for *Grading*.

PROJECT SPECIAL PROVISIONS**ROADWAY****BUILDING REMOVAL:**

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

215

SP2 R15 A

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

- **Generator Building and Concrete Slab at Tunnel #15**
- **Generator Building and Concrete Slab at Tunnel #104**

PIPE INSTALLATION:

(11-20-12)

300

SP3 R01

Revise the *2012 Standard Specifications* as follows:

Page 3-1, Article 300-2, Materials, line 23-24, replace sentence with:

Provide foundation conditioning geotextile in accordance with Section 1056 for Type 4 geotextile.

ASPHALT PAVEMENTS - SUPERPAVE:

(6-19-12) (Rev. 10-21-14)

605, 609, 610, 650, 660

SP6 R01

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Page 6-50, Table 660-1 MATERIAL APPLICATION RATES AND TEMPERATURES, lines 1-2, replace Note A in Table 660-1 with the following:

A. Use No. 6M, No. 67, No. 5 and No. 78M aggregate for retreatment before an asphalt overlay on existing pavement based on the width of the cracks in the existing pavement. Choose No. 78M for sections of roadway where the average width of existing cracks is 1/4" or less in width, No. 67 for sections of roadway where the average width of existing cracks are 1/4" to 5/8" in width and choose No. 5 for sections of roadway where the existing crack widths are greater than 5/8".

ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES:

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

609

SP6 R15

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

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

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

ASPHALT PLANT MIXTURES:

(7-1-95)

609

SP6 R20

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

PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:

(11-21-00)

620

SP6 R25

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

The base price index for asphalt binder for plant mix is **\$608.46** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **November 1, 2014**.

FINAL SURFACE TESTING NOT REQUIRED:

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

610

SP6 R45

Final surface testing is not required on this project.

GUARDRAIL ANCHOR UNITS, TYPE 350:

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

862

SP8 R65

Description

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

Materials

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

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

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

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

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

Prior to installation the Contractor shall submit to the Engineer:

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

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

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item
Guardrail Anchor Units, Type 350

Pay Unit
Each

MATERIALS:

(2-21-12) (Rev. 5-20-14)

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

SP10 R01

Revise the 2012 *Standard Specifications* as follows:

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

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

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

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

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

Item	Section
Type IL Blended Cement	1024-1

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

TABLE 1005-1 AGGREGATE GRADATION - COARSE AGGREGATE													
Percentage of Total by Weight Passing													
Std. Size #	2"	1 1/2"	1"	3/4"	1/2"	3/8"	#4	#8	#10	#16	#40	#200	Remarks
4	100	90-100	20-55	0-15	-	0-5	-	-	-	-	-	A	Asphalt Plant Mix
467M	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 ^B	Aggregate Base Course, Aggregate Stabilization
ABC (M)	-	100	75-100	-	45-79	-	20-40	-	0-25	-	-	0-12 ^B	Maintenance Stabilization
Light- weight C	-	-	-	-	100	80-100	5-40	0-20	-	0-10	-	0-2.5	AST

A. See Subarticle 1005-4(A).

B. See Subarticle 1005-4(B).

C. For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).

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

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

between 0.6% and 1.0% and for mixes that contain a reactive aggregate documented by the Department, use a pozzolan in the amount shown in Table 1024-1.

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

All fencing material and accessories shall meet Section 106.

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

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

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

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

TABLE 1056-1 GEOTEXTILE REQUIREMENTS						
Property	Requirement (MARV ^A)					Test Method
	Type 1	Type 2	Type 3 ^B	Type 4	Type 5 ^C	
<i>Typical Application</i>	<i>Shoulder Drains</i>	<i>Under Rip Rap</i>	<i>Temporary Silt Fence</i>	<i>Soil Stabilization</i>	<i>Temporary Walls</i>	
Elongation (MD & CD)	≥ 50%	≥ 50%	≤ 25%	< 50%	< 50%	ASTM D4632
Grab Strength (MD & CD)	Table 1 ^D , Class 3	Table 1 ^D , Class 1	100 lb	Table 1 ^D , Class 3	-	ASTM D4632
Tear Strength (MD & CD)			-		-	ASTM D4533
Puncture Strength			-		-	ASTM D6241
Ultimate Tensile Strength (MD & CD)	-	-	-	-	2,400 lb/ft (unless required otherwise in the contract)	ASTM D4595
Permittivity	Table 2 ^D , 15% to 50% <i>in Situ</i> Soil Passing No. 200 ^E		Table 7 ^D	Table 5 ^D	0.20 sec ⁻¹	ASTM D4491
Apparent Opening Size					No. 30 ^E	ASTM D4751
UV Stability (Retained Strength)					70%	ASTM D4355

A. MARV does not apply to elongation

B. Minimum roll width of 36" required

C. Minimum roll width of 13 ft required

D. AASHTO M 288

E. US Sieve No. per AASHTO M 92

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

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

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

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

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

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

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

Page 10-163, Table 1081-1 Properties of Mixed Epoxy Resin Systems, replace table with the following:

Table 1081-1 Properties of Mixed Epoxy Resin Systems							
Property	Type 1	Type 2	Type 3	Type 3A	Type 4A	Type 4B	Type 5
Viscosity-Poises at 77°F ± 2°F	Gel	10-30	25-75	Gel	40-150	40-150	1-6
Spindle No.	-	3	4	--	4	4	2
Speed (RPM)	-	20	20	--	10	10	50
Pot Life (Minutes)	20-50	30-60	20-50	5-50	40-80	40-80	20-60
Minimum Tensile Strength at 7 days (psi)	1,500	2,000	4,000	4,000	1,500	1,500	4,000
Tensile Elongation at 7 days (%)	30 min.	30 min.	2-5	2-5	5-15	5-15	2-5
Min. Compressive Strength of 2" mortar cubes at 24 hours	3,000 (Neat)	4,000-	6,000-	6,000 (Neat)	3,000	3,000	6,000
Min. Compressive Strength of 2" mortar cubes at 7 days	5,000 (Neat)	-	-	-	-	5,000	-
Maximum Water Absorption (%)	1.5	1.0	1.0	1.5	1.0	1.0	1.0
Min. Bond Strength Slant Shear Test at 14 days (psi)	1,500	1,500	2,000	2,000	1,500	1,500	1,500

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

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

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

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

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

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

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

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

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

1081-4 EPOXY RESIN ADHESIVE FOR BONDING TRAFFIC MARKINGS

(A) General

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

(B) Classification

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

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

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

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

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

(C) Requirements

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

(D) Prequalification

Refer to Subarticle 1081-1(E).

(E) Acceptance

Refer to Subarticle 1081-1(F).

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

Steel sheet piles detailed for permanent applications shall be hot rolled and meet ASTM A572 or ASTM A690 unless otherwise required by the plans. Steel sheet piles shall be coated as required by the plans. Galvanized sheet piles shall be coated in accordance with Section 1076.

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

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

The epoxy shall meet Article 1081-4.

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

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

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

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

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

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

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

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

Use X-ray Fluorescence for the normal sampling procedure for intermixed and drop-on beads, without crushing, to check for any levels of arsenic and lead. If any arsenic or lead is detected, the sample shall be crushed and repeat the test using X-ray Fluorescence. If the X-ray

Fluorescence test shows more than a LOD of 5 ppm, test the beads using United States Environmental Protection Agency Method 6010B, 6010C or 3052 for no more than 75 ppm arsenic or 200 ppm lead.

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

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

TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS:

(8-21-12)

1101.02

SP11 R10

Revise the 2012 Roadway Standard Drawings as follows:

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

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

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

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

12- TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS (TMCMS) USED ON SHADOW VEHICLES FOR "IN LANE" ACTIVITIES SHALL BE A MINIMUM OF 43" X 73". THE DISPLAY PANEL SHALL HAVE FULL MATRIX CAPABILITY WITH THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE

WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

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

STANDARD SPECIAL PROVISION
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

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

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

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

STANDARD SPECIAL PROVISION
NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

(5-17-11)

Z-3

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

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

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

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

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

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

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas

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

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

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

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

Sericea Lespedeza
Oats (seeds)

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

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

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

Common or Sweet Sundangrass

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

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

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

Centipedegrass
Crownvetch
Pensacola Bahiagrass
Creeping Red Fescue

Japanese Millet
Reed Canary Grass
Zoysia

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

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

STANDARD SPECIAL PROVISION**ERRATA**

(1-17-12) (Rev. 11-18-14)

Z-4

Revise the *2012 Standard Specifications* as follows:

Division 2

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

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

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

Division 3

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

Division 4

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

Division 6

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

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

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

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

Division 8

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

Division 10

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

Division 12

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

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

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

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

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

Division 15

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

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

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

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

Division 17

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

Revise the *2012 Roadway Standard Drawings* as follows:

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

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

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

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

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

STANDARD SPECIAL PROVISION**AWARD OF CONTRACT**

(6-28-77)

Z-6

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

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

Z-7

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

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

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

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

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

**EMPLOYMENT GOALS FOR MINORITY
AND FEMALE PARTICIPATION**

Economic Areas

Area 023 29.7%

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

Area 024 31.7%

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

Area 025 23.5%

Columbus County
Duplin County
Onslow County
Pender County

Area 026 33.5%

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

Area 027 24.7%

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

Area 028 15.5%

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

Area 029 15.7%

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

Area 0480 8.5%

Buncombe County
Madison County

Area 030 6.3%

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

SMSA 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

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 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.

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 NC140088 01/03/2014 NC88

Z-88

Date: January 3, 2014

General Decision Number: NC140088 01/03/2014 NC88

Superseded General Decision Numbers: NC20130088

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

01/03/2014

SUNC2011-069 09/16/2011

	Rates	Fringes
CARPENTER (Form Work Only)		
Buncombe County	13.18	
Haywood, Henderson, and Madison Counties	13.38	
CEMENT MASON/CONCRETE FINISHER	13.84	
IRONWORKER (Reinforcing)	14.88	
LABORER		
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
POWER EQUIPMENT OPERATORS		
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	
TRUCK DRIVER		
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

TC-1

50136.1.FS1 (I-5512)
Date: 10-30-2014

Haywood County

WORK ZONE TRAFFIC CONTROL Project Special Provisions

Law Enforcement:
(05/14/2013)

Description

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

Construction Methods

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

Measurement and Payment


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

Payment will be made under:

Pay Item
Law Enforcement

Pay Unit	Hour
----------	------

DocuSigned by:
G. W. Woolard, Jr.
B79C18E9-0E44-4027-8000-000000000000



A circular professional engineer seal for the State of North Carolina. The outer ring contains the text "NORTH CAROLINA" at the top and "J. W. WOOLARD, JR." at the bottom. Inside this ring, the words "PROFESSIONAL" and "ENGINEER" are arranged in an arc. In the center of the seal, the word "SEAL" is positioned above the number "019862".

10/30/2014



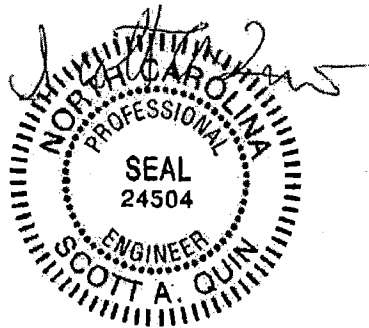
TIP I-5512
HAYWOOD COUNTY
PROJECT NUMBERS

17BP.14.P.10 – ENGINEERING

50136.3.FS1 – CONSTRUCTION

NHPIM-040-1(260) – FEDERAL

I HEREBY CERTIFY THAT THE LIGHTING SYSTEM REPLACEMENT
PROJECT SPECIAL PROVISIONS CONTAINED HEREIN WAS
PREPARED UNDER MY DIRECT SUPERVISION.



BY: Scott A. Quin

SIGNED, SEALED AND DATED

THIS 15TH DAY OF JULY 2014

PROJECT SPECIAL PROVISIONS**Project 50136.3.FS1 Haywood County****Tunnel Lighting System Replacement****1.00 GENERAL****1.10 DESCRIPTION**

The work covered by this section consists of completely replacing the existing tunnel lighting systems for the following tunnels:

Haywood County Tunnel #15 – I 40 EB
Haywood County Tunnel #17 – I 40 WB
Haywood County Tunnel #104 – I 40 EB

Replace the existing tunnel luminaires with new light emitting diode (LED) tunnel luminaires installed on new mounting brackets. Renovate the existing approach and departure lighting at the tunnels by replacing the existing roadway light standard luminaires with new light emitting diode (LED) roadway light standard luminaires mounted on the existing metal pole standards. Replace the existing lighting control panels and all lighting circuiting with new. Replace the existing electrical service equipment and provide new weatherproof, walk-in type, packaged equipment enclosures for housing the new electrical service equipment and the new lighting control panels. Provide new diesel generators in weatherproof enclosures to replace the existing back up generators.

Perform all work in accordance with these Special Provisions, the Plans, the National Electrical Code, and North Carolina Department of Transportation "Standard Specifications for Roads and Structures" (Standard Specifications).

1.20 ELECTRICAL POWER

Coordinate with the electric utility for the disconnection of the existing service conductors and the connection of the new service conductors. The Duke Energy contact is: Larry Brown, at phone number: 828-454-7301.

1.30 SCHEDULE OF WORK

For safety and coordination reasons, the new tunnel lighting systems will be completely installed and operational before the existing systems are demolished.

2.00 TUNNEL AND ROADWAY LED LUMINAIRES AND CIRCUITRY

2.10 DESCRIPTION

Provide LED tunnel and roadway luminaires to replace existing HPS luminaires. New tunnel luminaires and circuitry will be installed before the existing luminaires are removed.

Amend Section 1412-1 of the Standard Specifications to read the following.

The work covered by this section consists of installation of LED tunnel luminaires at locations shown in the plans for the tunnels listed in paragraph 1.10 above. The work includes attachment of PVC schedule 80 conduit and galvanized cast junction boxes to the tunnel interior surface for providing a complete conduit system for the lighting circuitry. It also includes the use of liquid tight flexible metal conduit for final connection of the circuitry to the luminaires

Amend Section 1406-1 of the Standard Specifications to read the following.

The work covered by this section consists of installation of LED roadway luminaires at locations shown in the plans for the tunnels listed in paragraph 1.10 above. The work includes the installation of new LED roadway luminaires on existing lighting standards.

2.20 MATERIALS

Amend Section 1412-2 of the Standard Specifications to include the following.

Conduit in exposed areas inside the tunnels shall be 1¼" PVC schedule 80 where indicated on the plans. Conduit used for final connection of circuitry to luminaire is ¾" liquid tight flexible metal conduit.

Junction boxes are 4" square, 4" deep, galvanized cast boxes with galvanized raintight threaded conduit hubs. Junction box cover is galvanized and mounted with a gasket and stainless steel screws.

Conduit clamps and conduit spacers in exposed areas are mechanically galvanized malleable iron designed for rigid galvanized conduit.

Concrete undercut anchors used with luminaire supports are one-piece, pre-assembled, stainless steel that are 3/8" in diameter with 2 ½" minimum effective embedment and 3/8" threaded rod.

Concrete undercut anchors used with galvanized conduit straps, cast galvanized junction boxes, and stainless steel pull boxes are one-piece, pre-assembled, stainless steel that are 1/4" in diameter with 2 ½" minimum effective embedment and 1/4" threaded rod.

Grounding bushings used with rigid galvanized conduit are zinc plated malleable iron, insulated, with tin plated aluminum lugs, steel clamping screws, nylon plastic liners and steel set screws.

Use type THHN/THWN wire for the power riser diagram feeders as shown on sheets E-011 and E-020, and for the lighting circuitry as shown on sheets E-010 and E-019. Provide color coded wiring for the lighting circuitry as shown on sheets E-010 and E-019. Use type USE wire for the service and generator feeder conductors and for the underground lighting circuits run to the pole mounted lights.

Luminaire supports are custom brackets, fabricated from 1/4" plate steel and 4" square straight steel pole sections that have a wall thickness of 0.188". Bracket components are welded together and hot dip galvanized after fabrication. Each bracket will have a ground lug near the removable endcap. Endcap and bracket shall utilize a concealed safety wire strap that prevents the endcap from falling when it is removed from the bracket.

Spare items to be turned over to NCDOT are called out on Sheets E-023, E-024 and E-025 of the drawings. Spare mounting brackets and spare luminaires are to be turned over to the Division Traffic Service Supervisor.

2.21 LUMINAIRE REQUIREMENTS

A. The Contractor shall supply luminaires from the list provided on the drawings, or approved equals, meeting the requirements in 2.21 and 2.22.

B. General Requirements:

1. LM-79 photometric test reports shall be provided for LED luminaires. LM-79 luminaire photometric reports shall be produced by an independent test laboratory and include the following:
 - a. Name of test laboratory. The test laboratory must hold National Voluntary Laboratory Accreditation Program (NVLAP) accreditation for the IES LM-79 test procedure or must be qualified, verified, and recognized through the U.S. Department of Energy's CALiPER program.
 - b. Report number
 - c. Date
 - d. Complete luminaire catalog number. Catalog number tested must match the catalog number of the luminaire submitted, except for variations which do not affect performance.
 - e. Description of luminaire, LED light source(s), and LED driver(s)
 - f. Goniophotometry
 - g. Colorimetry
2. LM-80 lumen maintenance test report shall be provided for LED light source.
3. The luminaire shall be constructed of a single piece die cast aluminum housing and finished gray in color unless otherwise noted.

4. Luminaire shall have a minimum L70 rating of 100,000 hours at 25°C. Provide a summary of reliability testing performed for LED driver.
5. Tunnel and roadway luminaires shall have a maximum total power consumption of 310W and 150W, respectively, at 480VAC. Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.
6. Tunnel luminaire shall have an IESNA distribution Type V medium. Roadway luminaire shall have an IESNA distribution Type II.
7. Luminaires shall meet dust and moisture rating of IP-66, minimum.
8. Luminaires shall have an external label per ANSI C136.15.
9. Luminaires shall have an internal label per ANSI C136.22.
10. All luminaires shall start and operate in -20°C to +40°C ambient.
11. Electrically test fully assembled luminaires before shipment from factory.
12. Effective Projected Area (EPA) and weight of the roadway luminaire shall not exceed 0.75 square feet and 30 lbs., respectively.
13. Luminaires shall be designed for ease of electrical component replacement.
14. Tunnel luminaires shall be rated for minimum 3G vibration per ANSI C136.31-2010.
15. Roadway luminaires shall be rated for minimum 2G vibration per ANSI C136.31-2010.
16. LED light sources and drivers shall be RoHS compliant.
17. Transmissive optical components shall be applied in accordance with OEM design guidelines to ensure suitability for the thermal/mechanical/chemical environment.
18. The luminaire manufacturer shall have no less than five (5) years of experience in manufacturing LED-based lighting products and the manufacturing facility must be ISO 9001 compliant.
19. Roadway luminaire shall have a 1.625" to 2.375" adjustable tenon mount for connection to luminaire arm assembly.
20. Pole hardware, nuts, bolts, and washers, etc. shall be made from 18-8 stainless steel, or steel conforming to ASTM A307 galvanized in accordance with ASTM A153.

C. Driver

1. Rated case temperature shall be suitable for operation in the luminaire operating in the ambient temperature range of -20°C to +40°C.
2. Shall accept the voltage of 480VAC at 50/60 Hz, and shall operate normally for input voltage fluctuations of $\pm 10\%$.
3. Shall have a minimum Power Factor (PF) of 0.90 at full input power and across specified voltage range.
4. Luminaires shall have maximum 600mA driver operating current.

D. Surge Suppression

1. Integral surge protection shall meet ANSI/IEEE C62.45 procedures based on ANSI/IEEE C62.41.2 definitions for standard and optional waveforms for location category C-High 10kV/10kA test, IEC 61000-4-2 (Electrostatic Discharge) 8kV Air/4kV Contact test and IEC 61000-4-4 (Fast Transients).

- E. Electromagnetic interference
 - 1. Luminaires shall have a maximum Total Harmonic Distortion (THD) of 20% at full input power and across specified voltage range.
 - 2. Luminaires shall comply with FCC 47 CFR part 15 non-consumer RFI/EMI standards.
- F. Electrical safety testing
 - 1. Luminaires shall be listed for wet locations.
 - 2. Luminaires shall be UL listed and labeled.
- G. Finish
 - 1. Luminaires shall be painted with a corrosion resistant polyester powdered paint with a minimum 2.0 mil thickness.
 - 2. Shall exceed a rating of six per ASTM D1654 after 1000 hours of salt spray fog testing per ASTM B117.
 - 3. The coating shall exhibit no greater than 30% reduction of gloss per ASTM D523, after 500 hours of QUV testing at ASTM G154 Cycle 6.
- H. Thermal management
 - 1. Mechanical design of protruding external surfaces (heat sink fins) shall facilitate hose-down cleaning and discourage debris accumulation.
- I. Color Quality
 - 1. Tunnel luminaires shall have a minimum Color Rendering Index (CRI) of 70 with a Correlated Color Temperature (CCT) of 4000K to 5000K.
 - 2. Roadway luminaires shall have a minimum Color Rendering Index (CRI) of 60 with a Correlated Color Temperature (CCT) of 4000K to 5000K.
- J. The following shall be in accordance with corresponding sections of ANSI C136.37
 - 1. All internal components shall be assembled and pre-wired using modular electrical connections.
 - 2. Terminal blocks shall be used for incoming AC lines
 - 3. Latching and hinging
- K. Manufacturer or local sales representative shall provide on site installation and troubleshooting support during installation of the first few units and during the initial testing of the installed units. When not on site, the manufacturer or local sales representative shall provide installation and troubleshooting support via telephone and/or email.

2.22 LUMINAIRE WARRANTY

Provide a minimum five-year warranty covering maintained integrity and functionality of the luminaire housing, wiring, and connections, LED light source(s) and LED driver. Negligible light output from more than 10 percent of the LED packages constitutes luminaire failure.

Warranty period shall begin 90 days after date of invoice.

2.30 CONSTRUCTION METHODS

Install the LED tunnel luminaires and the new lighting circuitry as indicated on the plans. The existing high pressure sodium (HPS) tunnel luminaires will remain in place and in operation until the new tunnel lighting system is completely installed and operational. Upon completion and testing of new LED tunnel lighting system, remove existing high pressure sodium (HPS) luminaires and circuitry.

Downtime is not permitted for the pole mounted roadway lighting on the interstate. Provide temporary wiring and/or portable lighting, as required, to maintain roadway lighting during replacement of the roadway luminaires and lighting circuitry. Downtime is permitted for the detour route pole mounted lighting, but the duration of any downtime shall be minimized.

Leave the existing roadway light standards intact on the foundations. Remove existing high pressure sodium (HPS) roadway luminaires and the existing circuitry inside the poles to the luminaires. Install new breakaway fuse holders and provide new type SO wiring in the poles and mast arms. Install the new LED roadway luminaires and the new roadway lighting circuitry. Install and level luminaires per the manufacturer's recommendation, using all new connecting hardware to connect the LED fixture to the existing metal pole standard. Adjust any luminaires as directed by the Engineer to provide optimal illumination distribution.

Meg test conductors prior to energizing. See CONTRACTOR MEG CIRCUIT DATA FORM at the end of the special provisions.

Removed luminaires become the property of the Contractor. Any HPS lamps not reused by the Contractor must be recycled per North Carolina Department of Environment and Natural Resources (NCDENR) guidelines.

2.40 MEASUREMENT AND PAYMENT

The quantity of removed tunnel and roadway luminaires to be paid for will be the actual number and type which have been removed from the tunnels and the existing light standards and disposed of.

The removed luminaires measured as provided above will be paid for at the contract unit price per each "Remove Luminaire (type)". Such price and payment will be considered full compensation for disassembly and disposal of the luminaire.

The quantity of installed tunnel and roadway luminaires to be paid for will be the actual number of tunnel and roadway luminaires which have been installed and accepted.

The installed tunnel luminaires measured as provided above will be paid for at the contract unit price per each "Install LED Luminaire (Tunnel)". Such price and payment will be considered full compensation for installing the new LED tunnel luminaire with a new

mounting bracket in the tunnel and for installing the new junction box, flex connection, and wiring dedicated to the fixture.

The installed roadway luminaires measured as provided above will be paid for at the contract unit price per each "Install LED Luminaire (Roadway)". Such price and payment will be considered full compensation for installing the new roadway luminaire on existing standard using all new connecting hardware and for installing new wiring in the pole and mast arm.

The quantity of spare tunnel luminaires to be paid for will be the actual number of tunnel luminaires which have been delivered and accepted.

The spare tunnel luminaires measured as provided above will be paid for at the contract unit price per each "Spare LED Luminaire (Tunnel)". Such price and payment will be considered full compensation for delivering the new LED tunnel luminaire with a new mounting bracket to the Division as directed by the Resident Engineer.

The quantity of installed tunnel lighting circuitry and roadway lighting circuitry to be paid for will be the actual amount of conduit and wire that has been installed and accepted.

The installed tunnel lighting circuitry and roadway lighting circuitry measured as provided above will be paid for at the contract unit price per LF of "____ # W/G Feeder Circuit in ____" Type ____ Conduit" of the appropriate type. Such price and payment will be full compensation for all work of furnishing and installing the conduit and wire, including appurtenances, fittings, terminations, junction boxes and the requirements on the plans.

Payment will be made under:

Remove Luminaire (Tunnel)	Each
Remove Luminaire (Roadway)	Each
Install LED Luminaire (Tunnel)	Each
Install LED Luminaire (Roadway)	Each
Spare LED Luminaire (Tunnel)	Each
____ # W/G Feeder Circuit in ____" Type ____ Conduit	LF

3.00 LIGHT CONTROL SYSTEM

3.10 DESCRIPTION

The work covered by this section includes the furnishing and installing of all materials necessary to provide wall mounted lighting control systems in the packaged equipment enclosures as shown on the plans for each tunnel.

3.20 MATERIALS

Amend Standard Drawing 1408.01 as noted on the plans.

Amend Section 1408-2 of the Standard Specifications to include the following.

Provide a lighting control panel consisting of an overall cabinet for housing the lighting controls and lighting branch circuits. The light control panel shall have a NEMA 12 enclosure and shall be labeled per UL 508A.

Control panel interior shall include a surface mount panelboard with 225 Amp rated copper bus, factory installed main breaker, 22,000 Amps short circuit current rating, separate neutral and equipment ground bars, and the number of poles required for

the branch breakers shown on the plans. See sheet E-021 for additional requirements.

Provide electrically operated, mechanically held contactors with coil clearing contacts. Ensure latching without the use of hooks or semi-permanent magnets. Use contactors rated 480 VAC, 30 amps, with 240 VAC coils and 4 poles each.

Provide adjustable time delay control relays, plug in type, rated 600 VAC, with one normally open contact, one normally closed contact, and "continuous load" rating and "inductive make and break" rating greater than that required by the mechanically held contactors. Install control relays in a NEMA 1 enclosure.

Provide a legend plate for the selector switch that indicates:
"On(Night) - Off(Day) - Auto".

Install the photo-control remote from the control panel, located on the northwest exterior wall of the packaged equipment enclosure.

Use number 8 AWG type THHN stranded copper conductors on the line side of the mechanically held contactors, and number 12 AWG stranded copper conductors for the control circuit, conforming to the requirements of Article 1400-2C of the Standard Specifications titled "Wire". Size all other conductors as shown in the plans.

Use rigid galvanized steel conduit in accordance with Article 1400-2B of the Standard Specifications titled "Conduit".

3.30 CONSTRUCTION METHODS

Install conductors and conduit in accordance with Articles 1400-4F of the Standard Specifications titled "Wiring Methods" and 1400-4E "Conduit Installation". Clearly identify the circuits.

Install flashing around the conduit extended through the wall to the photo control.

Securely fasten each component to the wall or panel with corrosion resistant bolts and inserts. Utilize all mounting holes in each component. Install a galvanized washer between the component and masonry walls to assure a minimum of 1/4" air space.

3.40 MEASUREMENT AND PAYMENT

Amend Section 1408-4 of the Standard Specifications to read the following.

The quantity of light control systems to be paid for will be the actual number of light control systems that have been installed and accepted.

The quantity of light control systems, measured as provided above, will be paid for at the contract unit price each for "Light Control Equipment, Type TU

_____ " of the appropriate type. Such price and payment will be full compensation for furnishing and installing an entire lighting control system.

Payment will be made under:

Light Control Equipment, Type TU _____ Each

4.00 PACKAGED EQUIPMENT ENCLOSURES

4.10 DESCRIPTION

The work covered by this section includes the furnishing and installing of all materials necessary to provide the weatherproof, walk-in type, packaged equipment enclosures shown on the plans. This section also includes providing new service conductors in conduit from the utility point of connection to the packaged equipment enclosure and includes bushings, fittings, connectors and weatherheads.

4.20 MATERIALS

Amend Section 1407-1 of the Standard Specifications to read the following.

At each site, provide new service conductors from the utility point of connection to the new weatherproof, walk-in type, packaged equipment enclosure.

See the Power Riser Diagrams on Sheets E-011 and E-020 for conduit and wire requirements.

4.21 PACKAGED EQUIPMENT ENCLOSURE CRITERIA

A. General Requirements:

1. Provide interior dimensions and equipment layout shown on the Power Riser Diagrams on sheets E-011 and E-020. Interior floor to ceiling height is 9'-6".
2. Approved manufacturers for the packaged equipment enclosures are Schneider Electric (Square D), General Electric, Siemens and Eaton. The basis of design is based on a small Equipment Center by Lectrus Corporation.
3. State Certification - North Carolina
 - a. Set of certified structural design calculations performed by a registered Professional Engineer.
4. Overall UL label.
5. NEMA 3R Stainless Steel Housing
 - a. Stainless steel roof material and exterior wall.
 - b. Stainless steel entry door with vandal resistant hardware and provisions for padlocking.
 - c. Galvanized steel base.
 - d. 30 psf Roof Load - International Building Code.

- e. 90 mph Wind Load - International Building Code.
- 6. Interior Design Temperatures.
 - a. 60 deg F minimum.
 - b. 96 deg F maximum.
- 7. Exterior Design Temperatures.
 - a. 15 deg F minimum.
 - b. 92 deg F maximum.
- 8. Exhaust Fans (Qty of 2 – Redundant Operation)
 - a. Independently Controlled by Dedicated Thermostats
- 9. Unit Heaters (Qty of 2 – Redundant Operation)
 - a. Independently Controlled by Dedicated Thermostats and Humidistats.
- 10. Minimum R Value of wall: 11.
- 11. Minimum R Value of roof: 11.
- 12. Interior Illumination: 30 FC.
- 13. Combination Emergency / Exit Sign (Qty of 1)
- 14. Enclosure interior lighting, ventilation, heating, and convenience receptacle circuits to be fed from 120/240V panelboard.
- 15. Generator heaters, battery charger, and alarm circuit to be fed from 120/240V panelboard.
- 16. Floor cutouts for conduit stub-ups. Coordinate locations with Sheets E-011 and E-020.
- 17. All conduit to be rigid galvanized steel type with threaded connections.
- B. Provide the electrical equipment and wiring shown on the Power Riser Diagrams.
- C. ATS shall be furnished by generator supplier and shipped to the manufacturing facility of the packaged equipment enclosure for installation.
- D. Lighting control panels shall be furnished separately and installed in accordance with one of the following options:
 - 1. Installed at the project job sites.
 - 2. Shipped to manufacturing facility for installation.
- E. Install packaged equipment enclosure on concrete pad. Concrete pad shall be provided under a separate cost line item.

4.30 CONSTRUCTION METHODS

Install packaged equipment enclosures per manufacturer recommendations and install on concrete slabs as detailed on sheet S-110.

Securely fasten packaged equipment enclosures to the concrete pad with corrosion resistant bolts and anchors.

Meg test conductors prior to energizing. See CONTRACTOR MEG CIRCUIT DATA FORM at the end of the special provisions.

Seal and grout all floor penetrations and openings in the floor of the enclosure.

4.40 MEASUREMENT AND PAYMENT

The quantity of packaged equipment enclosures to be paid for will be the actual number of packaged equipment enclosures that have been installed and accepted.

The installation of packaged equipment enclosures, measured as provided above, will be paid for at the contract unit price for each "Packaged Equipment Enclosure _____" of the appropriate type. Such price and payment will be considered full compensation for the materials, equipment and labor required for installing the unit on a concrete pad and for providing service conductors to the unit in a continuous conduit system. Each packaged equipment enclosure shall include the conduit, wiring and equipment detailed on the power riser diagrams on the drawings. Concrete pads shall be paid for under a separate cost line item.

Payment will be made under:

Packaged Equipment Enclosure _____ Each

5.00 DIESEL GENERATORS

5.10 DESCRIPTION

The work covered by this section includes the furnishing and installing of all materials necessary to provide the diesel generators shown on the plans. This section also includes providing new power feeder conductors and new control wires in conduit from the generators to the packaged equipment enclosures.

5.20 MATERIALS

Provide diesel generators installed in weatherproof, sound attenuated enclosures, and mounted on oversized sub-base tanks for extended run time. Generator housings shall include space for internal mounting of silencer and for factory mounting of load bank system.

Provide a new power feeder from the generator to the new packaged equipment enclosure. See the Power Riser Diagrams on Sheets E-011 and E-020 for conduit and wire requirements. Provide control wiring and conduits as indicated on Sheets E-003 and E-013.

5.21 DIESEL GENERATOR CRITERIA

A. SUMMARY

1. Section Includes:
 - a. Engine generator set and accessories.

B. QUALITY ASSURANCE

1. Referenced Standards:
 - a. Environmental Protection Agency (EPA):

- 1) 40 CFR Part 60, Subpart IIII, Protection of Environment, Standards of Performance for New Stationary Sources, Standards for Performance for Stationary Compression Ignition Internal Combustion Engines.
- b. National Electrical Manufacturers Association (NEMA):
 - 1) 250, Enclosures for Electrical Equipment (1000 Volts Maximum).
 - 2) MG 1, Motors and Generators.
- c. National Fire Protection association (NFPA):
 - 1) 70, National Electrical Code (NEC):
 - a) Article 700, Emergency Systems.
- d. Underwriters Laboratories, Inc. (UL):
 - 1) 2200, Standard for Stationary Engine Generator Assemblies.
2. The engine generator set manufacturer or authorized supplier is designated to have single source responsibility for the supply of all components and installation of the unit.

C. SYSTEM DESCRIPTION

1. The engine generators will be used and rated for:
 - a. Emergency power during a power outage, NFPA 70, Article 700.

D. SUBMITTALS

1. Shop Drawings:
 - a. Product technical data:
 - 1) Provide submittal data for all items specified under PRODUCTS in this specification.
 - b. Fabrication and/or layout drawings.
 - 1) Dimensional plan and elevation drawings.
 - 2) Wire interconnection drawings.
 - c. Test reports:
 - 1) Factory test reports.

E. SITE CONDITIONS

1. Ambient air temperature:
 - a. Minimum: 0 DegF.
 - b. Maximum: 100 DegF.
2. Altitude: 2000 FT above sea level.

F. ACCEPTABLE MANUFACTURERS

1. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:
 - a. Engine generator unit:
 - 1) Caterpillar.
 - 2) Cummins Onan.
 - 3) Kohler.
 - 4) Detroit Diesel.
 - 5) Generac.

G. EQUIPMENT

1. Emissions Requirements:

- a. A single units emissions shall meet all Federal, State and Local government requirements, including but not limited too:
 - 1) Environmental Protection Agencies (EPA) New Source Performance Standards (NSPS), 40 CFR Part 60, Subpart IIII.

H. COMPONENTS

1. Engine Generator Unit General:
 - a. Diesel engine direct-connected to alternating current generator mounted on suitable rigid steel skid supports.
 - b. Mount unit on skid suitable for installation on concrete foundation.
 - c. Base rating on operation at rated RPM when equipped with all operating accessories.
 - d. Standards: UL 2200.
2. Engine:
 - a. Four-cycle, full compression ignition, single acting, solid-injection unit, either vertical or V-type pistons naturally aspirated or turbo charged with inner and after cooling.
 - b. Fuel supply: No. 2 Diesel.
 - c. Capable of operating at idle or light loads for extended periods of time.
3. Injection Pumps and Valves:
 - a. Type not requiring adjustment in service, which may be individually removed and replaced.
 - b. Individual injection pump and valve for each cylinder.
 - c. Fuel injection pumps: Positive action, constant-stroke, actuated by cam driven by gears from engine crankshaft.
 - d. Fuel lines between injection pumps and valves: Heavy seamless steel tubing.
 - e. Flexible fuel line connectors for supply and return connections at pump.
4. Oil Pump:
 - a. Gear-type lubricating oil pump to supply oil under pressure to main bearings, crank pin bearings, pistons, timing gears, camshaft bearings and valve rocker mechanism.
 - b. Spray cool and lubricate pistons.
 - c. Oil filters so located that lubricating oil is continuously filtered, except during periods when oil is automatically by-passed to protect vital parts when filters are clogged.
 - d. Filter elements: Effective full flow, replaceable resin-impregnated cellulose type.
 - e. Equip filter system with spring-loaded by-pass valve.
 - f. Oil cooler: Water-cooled, engine-mounted.
5. Fuel System:
 - a. Fuel pump: Built-in gear-type, engine-driven fuel transfer pump.
 - b. Equip fuel system with replaceable fuel filter elements arranged for easy removal without breaking any fuel line connections or disturbing fuel pumps or any other part of engine.

- c. Locate all fuel filters in an accessible housing, ahead of injection pumps to thoroughly filter fuel before it reaches the pump.
 - d. Use no screens or filters requiring cleaning or replacement of injection pumps or valve assemblies.
 - e. Fuel cap concealed behind lockable door on enclosure.
6. Governor: Fully enclosed electronic type governor with actuator capable of providing accurate speed control within 1 percent of rated speed, complete with panel-mounted electronic assembly with ramp generator and speed-sensing modules.
7. Air Cleaners: Engine-mounted, dry type air cleaners of sufficient capacity.
8. Electric Starting System:
- a. Sufficient capacity to crank at speed which will start engine under normal operating conditions.
 - b. Controls to provide automatic cranking of engine when generator is called to start.
 - c. Prevent excessive cranking which could damage cranking motor.
 - d. Automatic stop controls.
 - e. Starter motors with positive-engagement feature.
9. Cooling System:
- a. Capacity for cooling engine at the specified operating conditions.
 - b. Engine driven, centrifugal type water circulating pump and thermostatic valve to maintain the engine at recommended temperature level.
 - c. Unit mounted radiator.
 - 1) Core guard flexible duct adapter.
 - 2) Sight glass at top of unit.
 - 3) Engine driven blower fan.
 - 4) Low water level cutoff switch.
 - d. Provide fan guards.
10. Heater:
- a. Thermostatically controlled jacket water heater(s) to maintain cooling jacket at the manufacturer's recommended temperature at the specified low ambient temperature.
 - b. 240 V, single phase.
11. Silencer:
- a. Suitable type for critical silencing.
 - b. Seamless, stainless steel, flexible, exhaust adapter for exhaust outlet to silencer.
 - c. Install silencer inside enclosure.
12. Engine Instruments and Controls:
- a. Engine-mounted instruments:
 - 1) Oil pressure gage.
 - 2) Water temperature gage.
 - 3) Run time meter.
 - 4) Battery voltage meter.
 - b. Automatic cycle cranking and over-crank protection.

- c. Safety controls: Equip engine with automatic safety controls to shut down engine in event of low lubricating oil pressure, high jacket water temperature, overspeed or overcrank.
 - d. Three (3) NO auxiliary contacts for interface with louvers, fans or other miscellaneous equipment.
 - 1) Contacts shall close when generator is started.
13. Fuel Tank:
- a. Double wall sub-base tank mounted underneath engine generator unit.
 - b. Steel construction, top and bottom baffles, steel channel side supports, weatherproof secondary containment, rust preventive interior coating, rust proofed and finish painted exterior.
 - c. Tank connections: Fuel level gauge, fuel lines to generator, fill, vent, drain and pressure relief.
 - d. Manual overfill protection.
 - e. Low level warning with contacts for remote alarm.
 - 1) Set to alarm at 50 percent of capacity.
 - f. Critical low level shutoff with contacts for remote alarm.
 - g. Leak detection alarm with contacts for remote alarm.
 - h. Capacity: 72 HRS at full load.
14. Batteries:
- a. Lead acid type.
 - b. Furnish electrolyte separately for use when installation is complete and unit is ready for testing.
 - c. Thermostatically controlled battery pad heater.
15. Battery Charger:
- a. Output current rating of at least 1/20th of ampere hour capacity of battery and capable of automatically switching between low rate (float) mode and high rate (equalize) mode.
 - b. Solid state rectifiers, DC voltmeter and ammeter, fuse input and output, and 115 Vac input.
 - c. Malfunction alarm contacts (minimum): low and high battery voltage, weak battery and charger failure.
16. Generator:
- a. Brushless, 6-pole drip-proof revolving field type with permanent magnet, 2/3 pitch stator, direct-coupled rotor, Class H insulation.
 - b. Minimum continuous standby ratings:
 - 1) As indicated on the Drawings, substantiated by manufacturer's standard published curves and conform to NEMA MG 1 specification.
 - 2) Special ratings or maximum ratings are not acceptable.
 - c. Rated to serve up to 50 percent non-linear load without exceeding rated temperature rise.
 - d. Minimum efficiency: 92 percent at 50 to 110 percent of nominal standby rating, less than 30 percent instantaneous voltage dip at full load and rated power factor and suitable for simultaneous operation with other future units connected in parallel.

- e. Stator and rotor: 125 DegC temperature rise with minimum Class F insulated with 100 percent epoxy impregnation and overcoat of resilient insulating material to reduce possible fungus and/or abrasive deterioration.
 - f. Directly connect stator to engine flywheel housing.
 - g. Drive rotor through semiflexible driving flange to ensure permanent alignment.
 - h. Self ventilating with suitable blower, air inlet and outlet openings.
 - i. Provide terminal box of adequate size for entrance of conduit and termination of conductors.
 - j. Generator drive free from critical torsional vibration within operating range.
 - k. Provide generator mounted main circuit breaker:
 - 1) Thermal magnetic molded case type.
 - 2) Ratings as indicated.
17. Voltage Regulator:
- a. SCR type, to maintain 2 percent voltage regulation from 0 to full load with steady state modulation not exceeding plus 1/2 percent including cross-current compensation to provide maximum of 5 percent unbalance in kVA load sharing between this unit and possible future generators.
 - b. Automatic protection against short circuits on system.
 - c. Permit unit to operate at no load below rated frequency for engine start up and shut down procedures.
 - d. Provide voltage level and gain controls for normal operating adjustments.
 - e. Provide voltage level control with minimum range of plus or minus 5 percent from rated voltage.
 - f. Mount regulator, volts per hertz type, in generator housing on suitable vibration isolators.
18. Generator Instruments and Controls:
- a. Generator mounted NEMA 1 type, illuminated vibration isolated instrument and control panel(s).
 - b. AC voltmeter and phase selector switch.
 - c. AC ammeter and phase selector switch.
 - d. Frequency meter.
 - e. Kilowatt load meter.
 - f. Run-off-auto engine, start-stop control switch.
 - g. Emergency stop.
 - h. Run time meter.
 - i. Governor control rheostat.
 - j. Voltage level adjustment rheostat.
 - k. Cool down time delay 0-15 minute adjustable.
 - l. Cycle cranking control.
 - m. Minimum red shut down indicating lights as follows:
 - 1) Overcrank.
 - 2) Overspeed.
 - 3) Low lubricating oil pressure.
 - 4) High engine water temperature.
 - n. Minimum amber alarm indicator lights as follows:

- 1) Control switch not in auto position.
 - 2) Low engine water temperature (less than 70 Deg F).
 - 3) Low fuel in sub-base tank.
 - 4) Sub-base tank leak.
 - 5) Battery charger malfunctioning.
 - 6) Low battery voltage.
 - o. Minimum amber prealarm indicator lights as follows:
 - 1) High engine water temperature.
 - 2) Low lubricating oil pressure.
 - p. Audible alarm to indicate when one (1) or more alarm or prealarm conditions exist.
 - q. Dry contacts for signals to remote mounted, dual mode, amber beacon:
 - 1) Generator run (Steady-on, remote beacon indication):
 - a) Latching contact for indication that generator is running or has run.
Contact wired to beacon power-on input.
 - 2) Generator alarm (Flashing, remote beacon indication):
 - a) Two (2) contacts for indication that one (1) or more alarm or prealarm conditions exist. One (1) contact wired to beacon power-on input, one (1) contact wired to beacon flashing-on input.
 - r. Alarm silence pushbutton.
 - s. Alarm reset pushbutton.
 - t. Testing selector switch for selection of either load bank (contactor) or lighting load (ATS) during scheduled testing.
19. Vibration Isolators: Vibration system shall consist of engine and generator mount isolators with additional mechanical spring isolators rubber pads to control both high and low frequency vibrations between major components, sub-base and structural foundation and to provide vibration isolation.

I. ACCESSORIES

1. Automatic Transfer Switch (ATS)
 - a. Subject to compliance with the Contract Documents, the listed manufacturers are acceptable:
 - 1) Automatic Switch Company.
 - 2) Kohler.
 - 3) Onan.
 - b. Construction:
 - 1) Electrically operated mechanically held, double throw, air-break type. Breaker-breaker type units are not permitted.
 - 2) Silver-surface main contacts and protect by arcing contacts.
 - 3) Switch shall have provisions for visual inspection of switch blades and contacts.
 - 4) Mechanical design will positively open all ungrounded conductors from normal source before connection is made to alternate source and will positively open alternate source before connection is made to normal source.
 - 5) Ratings:
 - a) Voltage and current ratings as indicated on the Drawings.

- b) Short circuit withstand rating equal to or greater than the normal source electrical gear.
- 6) Standards: UL 1008.
- c. Operation:
 - 1) Microprocessor based control module.
 - 2) Engine starting contacts and all other auxiliary contacts and accessory devices for functions to be performed.
 - 3) Supervisory voltage relays on each phase of normal source and single phase supervisory voltage and frequency relay for emergency source.
 - 4) Normal source voltage sensing:
 - a) Adjustable pickup from 85-100 percent of rated voltage, factory set 90 percent.
 - b) Adjustable dropout from 75-98 percent of pickup setting, factory set 85 percent.
 - 5) Emergency source voltage and frequency sensing:
 - a) Adjustable pickup from 85-100 percent of rated voltage, factory set 90 percent.
 - b) Fixed voltage dropout at 85 percent of pickup setting.
 - c) Adjustable pickup from 90-100 percent of rated frequency, factory set 95 percent.
 - d) Fixed frequency dropout at 88 percent of pickup setting..
 - 6) Time delays:
 - a) Engine start, adjustable from 0 to 10 seconds, factory set at 4 seconds, to avoid unnecessary starting caused by short time outages.
 - b) Transfer to generator, adjustable from 0 to 120 seconds, factory set at 10 seconds.
 - c) Retransfer to normal, adjustable from 2 to 30 minutes, factory set at 15 minutes to avoid erratic operation caused by short time reestablishment of normal source.
 - 7) Exerciser timer:
 - a) Enable and disable function.
 - b) Selectable to exercise with or without transferring load.
 - c) Adjustable exercise duration from 1 minute to 24 HRS, factory set at 15 minutes.
 - d) Adjustable day of the week exercise setting, factory set for Monday.
 - 8) Inphase monitor:
 - a) Compare the phase relationship and frequency difference between the normal and emergency sources and permit transfer the first time the sources are within 15 electrical degrees and only if transfer can be accomplished within 60 electrical degrees as determined by monitoring the frequency differences.
 - b) Inphase transfer accomplished if both sources are within 2 Hz of rated frequency and 70 percent or more of rated voltage.
- d. Enclosure:
 - 1) NEMA 1 rated.
 - 2) Body and cover: Sheet steel finished with a rust inhibiting primer and manufacturers standard paint inside and out.

- 3) No knockouts, hinged and lockable door.
2. Provide interposing relays (24 Vdc to 120 Vac) as required for interfacing with 120 Vac monitoring system.
3. Generator set non-walk-in sound attenuating, weather protective enclosure:
 - a. Sheet steel with side servicing panels, air intake louvers and rear control panel access door.
 - b. Side servicing panels shall have two (2) locking points; all panels and doors are key lockable.
 - c. Pitched roof with silencing exhaust muffler mounted inside outside the enclosure.
 - d. Completely install enclosure on generator set mounting base.
 - e. Provide maximum sound level of 72 dB at 25 feet.
4. Load bank system with breaker, contactor and controls. The system will automatically connect to the load bank during scheduled periodic testing.
 - a. Total load of load bank greater than 70% of generator capacity.
 - b. Integral switches on load bank for manual load adjustment.
 - c. Load bank factory mounted in radiator exhaust flow area of generator housing.
 - d. Controls configured to drop load bank if a power outage occurs during testing.
5. Beacon for remote indication of generator condition:
 - a. Manufacturer and model number:
 - 1) Edwards 125XBRMA120A.
 - 2) Approved equal.
 - b. Amber lens.
 - c. LED lamps.
 - d. 120V.
 - e. Dual mode operation (Steady-on, Flashing).
 - f. Remote mounted as shown on the Drawings.

J. SOURCE QUALITY CONTROL

1. Individually test each prime mover.
 - a. Apply derating factors for the proposed site to test data.
 - b. Continuously test for a period no less than 2 HRS.
 - c. Test procedure shall be as follows:
 - 1) Start prime mover and upon reaching rated RPM, pick up 100 percent of nameplate KW rating at rated power factor in one (1) step.
 - 2) Observe and record the cranking time(s) required to start and run for each prime mover.
 - 3) Observe and record the time required to come up to operating speed for each prime mover.
 - 4) Record voltage and frequency overshoot for each prime mover.
 - 5) Record voltage, frequency and amperes.
 - 6) Record oil pressure, water temperature where applicable and battery charge rate at first load acceptance and at 15 minute intervals thereafter for each prime mover.

K. INSTALLATION

1. Install all components as indicated and in accordance with manufacturer's recommendations and instructions.
2. Fill cooling system with solution of 50-50 water and ethylene glycol anti-freeze to prevent freezing at temperatures as low as minus 30 DegF.
3. Provide fuel for a full sub-base tank at the start of testing and at completion of all tests.
4. Install all wiring to engine in conduit.
 - a. Control wiring on engine may be factory installed in high temperature loom.
5. Provide control wiring in conduit between generator control panel and remote devices as described under generator instrument and controls paragraph of this Specification.
6. Mount on concrete pad utilizing vibration/seismic isolators. Concrete pad shall be provided under a separate cost line item.
7. Sound attenuating engine generator enclosure:
 - a. Field test installation under load.
 - b. Use a precision sound measuring instrument meeting ANSI S1.4 Type 1.
 - c. Provide measurements to Engineer.

L. FIELD QUALITY CONTROL

1. Employ and pay for services of equipment manufacturer's field service representative(s) to:
 - a. Inspect equipment covered by this Specification Section.
 - b. Supervise pre-startup adjustments and installation checks.
 - c. Conduct initial startup of equipment and perform operational checks.
 - d. Provide Owner written statement that manufacturer's equipment has been installed properly, started up, tested, and is ready for operation by Owner's personnel.
 - e. Provide 4 HRS of the manufacturer's technical representative's time for on-site training of Owner's personnel.
2. Provide four (4) load tests and one (1) cycle crank test.
 - a. Tests one (1) and two (2) shall be for continuous period of no less than 2 HRS each.
 - b. Engineer and Owner shall be notified seven (7) days prior to testing.
 - c. Test number one:
 - 1) With prime mover(s) in a "cold start" condition and emergency load at normal operating level, initiate a normal power failure by opening all switches or breakers supplying normal power to facility.
 - 2) Observe and record the time delay on engine start.
 - 3) Observe and record the cranking time(s) required to start and run for each prime mover.
 - 4) Observe and record the time required to come up to operating speed for each prime mover.

- 5) Record voltage and frequency overshoot for each prime mover.
 - 6) Observe and record time required to achieve steady-state condition with all switches transferred to emergency position.
 - 7) Record voltage, frequency and amperes.
 - 8) Record oil pressure, water temperature where applicable and battery charge rate at 5-minute intervals for the first 15 minutes and at 15 minute intervals thereafter for each prime mover.
 - 9) Return normal power to facility (open transfer), record time delay on retransfer to normal for each switch and cooldown time delay for each prime mover.
- d. Test number two:
- 1) Immediately after completion of test number one, start prime mover and upon reaching rated RPM, pick up 100 percent of nameplate KW rating in one (1) step.
 - a) Unity power factor is acceptable for on-site testing
 - 2) Observe and record the cranking time(s) required to start and run for each prime mover.
 - 3) Observe and record the time required to come up to operating speed for each prime mover.
 - 4) Record voltage and frequency overshoot for each prime mover.
 - 5) Observe and record time required to achieve steady-state condition.
 - 6) Record voltage, frequency and amperes.
 - 7) Record oil pressure, water temperature where applicable and battery charge rate at first load acceptance and at 15 minute intervals thereafter for each prime mover.
- e. Test number three:
- 1) Immediately after completion of test number two, and the emergency load at normal operating level, initiate a load test using the factory installed generator load bank.
 - 2) After 30 minutes of testing the factory installed generator load bank, initiate a normal power failure by opening all switches or breakers supplying normal power to facility.
 - 3) Observe and record the time required to drop the load bank and pick up the emergency load for each prime mover.
 - 4) Record voltage and frequency overshoot for each prime mover.
 - 5) Observe and record time required to achieve steady-state condition with all switches transferred to emergency position.
 - 6) Record voltage, frequency and amperes.
 - 7) Record oil pressure, water temperature where applicable and battery charge rate at 5-minute intervals for the first 15 minutes and at 15 minute intervals thereafter for each prime mover.
 - 8) Return normal power to facility (open transfer), record time delay on retransfer to normal for each switch and cooldown time delay for each prime mover.
- f. Test number four:
- 1) Immediately after completion of test number three, start prime mover and upon reaching rated RPM, initiate transfer of emergency load to generator (open transition).

- 2) Observe and record the cranking time(s) required to start and run for each prime mover.
 - 3) Observe and record the time required to come up to operating speed for each prime mover.
 - 4) Record voltage and frequency overshoot for each prime mover.
 - 5) Observe and record time required to achieve steady-state condition.
 - 6) Record voltage, frequency and amperes.
 - 7) Return normal power to facility (open transfer), record time delay on retransfer to normal for each switch and cooldown time delay for each prime mover.
- g. Cycle crank test:
- 1) Perform test for each prime mover.
 - a) Utilize any method recommended by manufacturer to prevent prime mover(s) from running.
 - b) Put control switch into "run" position to cause prime mover to crank.
 - 2) A complete cranking cycle shall consist of an automatic crank period of approximately 15 seconds duration followed by a rest period of approximately 15 seconds duration.
 - a) Upon starting and running of the prime mover, further cranking shall cease.
 - b) Two (2) means of cranking termination shall be utilized so that one (1) will act as a backup to the other to prevent inadvertent starter engagement.
 - c) Cranking limiter time shall be 75 seconds for cycle crank.
- h. Furnish load banks of required ratings necessary for tests.
- i. Record engine fuel consumption by means of test equipment.
- j. Test all safeties specified for generator instruments and controls, and generator remote annunciator panel as recommended by manufacturer and as required to verify proper operation.
- k. Contractor shall be responsible for fuel and all consumables use during the test.

5.30 CONSTRUCTION METHODS

Ship ATSS to the manufacturing facility of the packaged electrical enclosures for installation.

Install diesel generators per manufacturer recommendations and install on concrete slabs as detailed on sheet S-110.

Securely fasten each diesel generator to the concrete pad with corrosion resistant bolts and anchors.

Meg test conductors prior to energizing. See CONTRACTOR MEG CIRCUIT DATA FORM at the end of the special provisions.

Upon acceptance of the new generator and lighting systems, and prior to demolition of the existing buildings, remove existing generators and appurtenances, automatic transfer switches and generator fuel tanks. Deliver the removed items to the storage facility designated by the NCDOT Division representative. For the building demolition, all remaining electrical components shall be demolished and removed from the site. Dispose of all items in accordance with NC DENR guidelines.

5.40 MEASUREMENT AND PAYMENT

The quantity of diesel generators to be paid for will be the actual number of diesel generators that have been installed and accepted.

The installation of the diesel generators, measured as provided above, will be paid for at the contract unit price for each "Packaged Diesel Generator Set _____" of the appropriate type. Such price and payment will be considered full compensation for the materials, equipment and labor required for installing the unit on a concrete pad and for providing power and controls conductors from the generator to the packaged equipment enclosure in a continuous conduit system. Each diesel generator shall include the conduit, wiring and equipment detailed on the drawings. Concrete pads shall be paid for under a separate cost line item

Payment will be made under:

Packaged Diesel Generator Set _____ Each

6.00 EQUIPMENT DISCONNECT

6.10 DESCRIPTION

The work covered in this section involves installing an electrical disconnect for the detour roadway lighting at the location shown on the plans.

6.20 MATERIALS

Provide a 600 VAC, 2-pole, 30 A, non-fused disconnect at the location shown. The disconnect shall be lockable with a NEMA 3R enclosure. The enclosure should be primed and painted with a premium grade exterior paint before installation to increase corrosion resistance. Provide a lock in accordance with Section 1400-8 of the Standard Specifications.

Mount the disconnect to the light pole at the location indicated on the plans.

6.30 CONSTRUCTION METHODS

Provide clamps or straps for mounting the disconnect without causing damage to the pole. Provide all mounting hardware required.

The disconnect enclosure shall provide access for two 1½" RGS conduits. The two 1½" conduits shall terminate in the light standard junction box. Transition the rigid galvanized steel conduit to PVC conduit once underground.

6.40 MEASUREMENT AND PAYMENT

The quantity of equipment disconnects to be paid for will be the actual number of equipment disconnects installed and accepted.

Such price and payment will be considered full compensation for furnishing and installing the disconnect and conduits.

Payment will be made under:

_____ Equipment Disconnect.....Each

7.00 LIGHT STANDARD JUNCTION BOX

7.10 DESCRIPTION

The work covered by this section consists of furnishing and installing junction boxes that include liquidtight flexible non-metallic conduit, to facilitate pulling conductors into existing foundations.

7.20 MATERIALS

Provide polymer concrete junction boxes in accordance with Section 1411-2 of the Standard.

Provide Type LFNC-B liquidtight flexible non-metallic conduit that is UL listed and labeled as suitable for direct burial, outdoor use and sunlight resistance. Type LFNC-B liquidtight flexible non-metallic conduit must meet all of the requirements contained in UL 1660, and 356.2 (2) of the National Electrical Code.

Use AWG number 12 Type THHN/THWN copper conductors for circuitry from light standard junction boxes to existing poles.

7.30 CONSTRUCTION METHODS

Amend Section 1411-3 of the Standard Specifications to include the following. Install Type PC junction boxes a maximum of 5' from the existing foundation. Locate and terminate existing conduit, flush with the light standard foundation base. Ream the remaining portion of conduit, to remove sharp edges and burrs. Insert Type LFNC-B liquidtight flexible non-metallic conduit, ½" trade size, into the remaining portion of the existing conduit, and continue into the transformer base, leaving a minimum of 1" protruding beyond the existing conduit. Refer to installation details in the plans. Trench Type LFNC-B liquidtight flexible non-metallic conduit to the junction box and terminate inside, similar to other conduits containing feeder circuits. Backfill the trench and around the junction box, as shown in Standard Drawings 1410.01 and 1411.01 respectively.

Install AWG number 12 copper conductors, in flexible conduit, to provide a complete circuit from feeder circuits in light standard junction boxes, to fuse holders in the base of existing light standards

7.40 MEASUREMENT AND PAYMENT

Light standard junction boxes will be measured and paid for as the actual number of junction boxes that have been installed and accepted.

Light standard junction boxes measured as provided above will be paid for at the contract unit price per each "Light Standard Junction Box". Such price and payment will be considered full compensation for installing the junction box, Type LFNC-B liquidtight flexible non-metallic conduit, copper conductors, trenching and backfilling.

Payment will be made under:

Light Standard Junction Box.....Each

8.00 ADDRESSES AND CONTACTS UPGRADES

For submittals to the Electrical Squad of the Roadway Design Unit, use the following addresses:

Via US mail:

Electrical Squad of the Roadway
Design Unit
North Carolina Department
of Transportation
1582 Mail Service Center
Raleigh, NC 27699-1582

Attention: Mr. Paul K. Chan, P. E.

Via other delivery service:

Electrical Squad of the Roadway
Design Unit
North Carolina Department
of Transportation
1000 Birch Ridge Dr.
Raleigh, NC 27610

Attention: Mr. Paul K. Chan, P. E.

Submittals shall also be made via email.

Send submittals to:

pchan@ncdot.gov (Paul Chan)

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

rghall@ncdot.gov (Greg Hall)

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

Primary Electrical Squad Contact:

Paul Chan
(919)707 – 6227
(919) 250 – 4036 facsimile
pchan@ncdot.gov

Secondary Electrical Squad Contact:

Greg Hall
(919) 707 – 6247
(919) 250 – 4036 facsimile
rghall@ncdot.gov

9.00 SUBMITTAL COPIES

Furnish one complete copy of each submittal, including all attachments, to the Resident Engineer. At the same time, submit copies of the same complete submittal directly to the Electrical Squad of the Roadway Design Unit.

Submit for approval catalog cuts and/or shop drawings for equipment and materials proposed for use on the project. Provide a catalog cut or drawing for all components of each contract item. Present the submittals neatly arranged in the same order as the contract bid items

Submit 8 copies of each catalog cut and/or drawing and show for each the material description, brand name, stock-number, size, rating, manufacturing specification and the intended use.

Allow 40 days for review of each submittal. Do not deliver materials which have not been approved to the project. Three copies of approved submittals will be returned to the Contractor.

CONTRACTOR MEG CIRCUIT DATA FORM

TIP _____

DATE _____

Meg Circuits For Control System _____

#1 A-G _____	#2 A-G _____	#3 A-G _____
B-G _____	B-G _____	B-G _____
A-B _____	A-B _____	A-B _____
#4 A-G _____	#5 A-G _____	#6 A-G _____
B-G _____	B-G _____	B-G _____
A-B _____	A-B _____	A-B _____

Meg Circuits For Control System _____

#1 A-G _____	#2 A-G _____	#3 A-G _____
B-G _____	B-G _____	B-G _____
A-B _____	A-B _____	A-B _____
#4 A-G _____	#5 A-G _____	#6 A-G _____
B-G _____	B-G _____	B-G _____
A-B _____	A-B _____	A-B _____

Meg Circuits For Control System _____

#1 A-G _____	#2 A-G _____	#3 A-G _____
B-G _____	B-G _____	B-G _____
A-B _____	A-B _____	A-B _____
#4 A-G _____	#5 A-G _____	#6 A-G _____
B-G _____	B-G _____	B-G _____
A-B _____	A-B _____	A-B _____

Meg Circuits For Control System _____

#1 A-G _____	#2 A-G _____	#3 A-G _____
B-G _____	B-G _____	B-G _____
A-B _____	A-B _____	A-B _____
#4 A-G _____	#5 A-G _____	#6 A-G _____
B-G _____	B-G _____	B-G _____
A-B _____	A-B _____	A-B _____

Notes: A Phase A
 B Phase B

**Project Special Provisions
Erosion Control**

STABILIZATION REQUIREMENTS:

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

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

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

SEEDING AND MULCHING:

(WestEd)

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

Shoulder and Median Areas

August 1 - June 1

20#	Kentucky Bluegrass
75#	Hard Fescue
25#	Rye Grain
500#	Fertilizer
4000#	Limestone

May 1 - September 1

20#	Kentucky Bluegrass
75#	Hard Fescue
10#	German or Browntop Millet
500#	Fertilizer
4000#	Limestone

Areas Beyond the Mowing Pattern, Waste and Borrow Areas:

August 1 - June 1

100#	Tall Fescue
15#	Kentucky Bluegrass
30#	Hard Fescue
25#	Rye Grain
500#	Fertilizer
4000#	Limestone

May 1 - September 1

100#	Tall Fescue
15#	Kentucky Bluegrass
30#	Hard Fescue
10#	German or Browntop Millet
500#	Fertilizer
4000#	Limestone

Approved Tall Fescue Cultivars

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

Approved Kentucky Bluegrass Cultivars:

Alpine	Bariris	Envicta	Rugby
Apollo	Bedazzled	Impact	Rugby II
Arcadia	Bordeaux	Kenblue	Showcase
Arrow	Champagne	Midnight	Sonoma
Award	Chicago II	Midnight II	

Approved Hard Fescue Cultivars:

Chariot	Nordic	Rhino	Warwick
Firefly	Oxford	Scaldis II	
Heron	Reliant II	Spartan II	
Minotaur	Reliant IV	Stonehenge	

On cut and fill slopes 2:1 or steeper add 20# Sericea Lespedeza and 15# Crown Vetch January 1 - December 31.

The Crown Vetch Seed should be double inoculated if applied with a hand seeder. Four times the normal rate of inoculant should be used if applied with a hydroseeder. If a fertilizer-seed slurry is used, the required limestone should also be included to prevent fertilizer acidity from killing the inoculant bacteria. Caution should be used to keep the inoculant below 80° F to

prevent harm to the bacteria. The rates and grades of fertilizer and limestone shall be the same as specified for *Seeding and Mulching*.

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

TEMPORARY SEEDING:

Fertilizer shall be the same analysis as specified for *Seeding and Mulching* and applied at the rate of 400 pounds and seeded at the rate of 50 pounds per acre. German Millet, or Browntop Millet shall be used in summer months and rye grain during the remainder of the year. The Engineer will determine the exact dates for using each kind of seed.

FERTILIZER TOPDRESSING:

Fertilizer used for topdressing shall be 16-8-8 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 2-1-1 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 16-8-8 analysis and as directed.

SUPPLEMENTAL SEEDING:

The kinds of seed and proportions shall be the same as specified for *Seeding and Mulching*, and the rate of application may vary from 25# to 75# per acre. The actual rate per acre will be determined prior to the time of topdressing and the Contractor will be notified in writing of the rate per acre, total quantity needed, and areas on which to apply the supplemental seed. Minimum tillage equipment, consisting of a sod seeder shall be used for incorporating seed into the soil as to prevent disturbance of existing vegetation. A clodbuster (ball and chain) may be used where degree of slope prevents the use of a sod seeder.

MOWING:

The minimum mowing height on this project shall be six inches.

RESPONSE FOR EROSION CONTROL:

Description

Furnish the labor, materials, tools and equipment necessary to move personnel, equipment, and supplies to the project necessary for the pursuit of any or all of the following work as shown herein, by an approved subcontractor.

Section	Erosion Control Item	Unit
1605	Temporary Silt Fence	LF

1606	Special Sediment Control Fence	LF/TON
1615	Temporary Mulching	ACR
1620	Seed - Temporary Seeding	LB
1620	Fertilizer - Temporary Seeding	TN
1631	Matting for Erosion Control	SY
SP	Coir Fiber Mat	SY
1640	Coir Fiber Baffles	LF
SP	Permanent Soil Reinforcement Mat	SY
1660	Seeding and Mulching	ACR
1661	Seed - Repair Seeding	LB
1661	Fertilizer - Repair Seeding	TON
1662	Seed - Supplemental Seeding	LB
1665	Fertilizer Topdressing	TON
SP	Safety/Highly Visible Fencing	LF
SP	Response for Erosion Control	EA

Construction Methods

Provide an approved subcontractor who performs an erosion control action as described in the NPDES Inspection Form SPPP30. Each erosion control action may include one or more of the above work items.

Measurement and Payment

Response for Erosion Control will be measured and paid for by counting the actual number of times the subcontractor moves onto the project, including borrow and waste sites, and satisfactorily completes an erosion control action described in Form 1675. The provisions of Article 104-5 of the *Standard Specifications* will not apply to this item of work.

Payment will be made under:

Pay Item

Response for Erosion Control

Pay Unit

Each

MINIMIZE REMOVAL OF VEGETATION:

The Contractor shall minimize removal of vegetation within project limits to the maximum extent practicable. Vegetation along stream banks and adjacent to other jurisdictional resources

outside the construction limits shall only be removed upon approval of Engineer. No additional payment will be made for this minimization work.

STOCKPILE AREAS:

The Contractor shall install and maintain erosion control devices sufficient to contain sediment around any erodible material stockpile areas as directed.

ACCESS AND HAUL ROADS:

At the end of each working day, the Contractor shall install or re-establish temporary diversions or earth berms across access/haul roads to direct runoff into sediment devices. Silt fence sections that are temporarily removed shall be reinstalled across access/haul roads at the end of each working day.

SAFETY FENCE AND JURISDICTIONAL FLAGGING:

Description

Safety Fence shall consist of furnishing materials, installing and maintaining polyethylene or polypropylene fence along the outside riparian buffer, wetland, or water boundary, or other boundaries located within the construction corridor to mark the areas that have been approved to infringe within the buffer, wetland, endangered vegetation, culturally sensitive areas or water. The fence shall be installed prior to any land disturbing activities.

Interior boundaries for jurisdictional areas noted above shall be delineated by stakes and highly visible flagging.

Jurisdictional boundaries at staging areas, waste sites, or borrow pits, whether considered outside or interior boundaries shall be delineated by stakes and highly visible flagging.

Materials

(A) Safety Fencing

Polyethylene or polypropylene fence shall be a highly visible preconstructed safety fence approved by the Engineer. The fence material shall have an ultraviolet coating.

Either wood posts or steel posts may be used. Wood posts shall be hardwood with a wedge or pencil tip at one end, and shall be at least 5 ft. in length with a minimum nominal 2" x 2" cross section. Steel posts shall be at least 5 ft. in length, and have a minimum weight of 0.85 lb/ft of length.

(B) Boundary Flagging

Wooden stakes shall be 4 feet in length with a minimum nominal 3/4" x 1-3/4" cross section. The flagging shall be at least 1" in width. The flagging material shall be vinyl and shall be orange in color and highly visible.

Construction Methods

No additional clearing and grubbing is anticipated for the installation of this fence. The fence shall be erected to conform to the general contour of the ground.

(A) Safety Fencing

Posts shall be set at a maximum spacing of 10 ft., maintained in a vertical position and hand set or set with a post driver. If hand set, all backfill material shall be thoroughly tamped. Wood posts may be sharpened to a dull point if power driven. Posts damaged by power driving shall be removed and replaced prior to final acceptance. The tops of all wood posts shall be cut at a 30-degree angle. The wood posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected.

The fence geotextile shall be attached to the wood posts with one 2" galvanized wire staple across each cable or to the steel posts with wire or other acceptable means.

Place construction stakes to establish the location of the safety fence in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for the staking of the safety fence. All stakeouts for safety fence shall be considered incidental to the work being paid for as "Construction Surveying", except that where there is no pay item for construction surveying, all safety fence stakeout will be performed by state forces.

The Contractor shall be required to maintain the safety fence in a satisfactory condition for the duration of the project as determined by the Engineer.

(B) Boundary Flagging

Boundary flagging delineation of interior boundaries shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Interior boundaries may be staked on a tangent that runs parallel to buffer but must not encroach on the buffer at any location. Interior boundaries of hand clearing shall be identified with a different colored flagging to distinguish it from mechanized clearing.

Boundary flagging delineation of interior boundaries will be placed in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for delineation of the interior boundaries. This delineation will be considered incidental to the work being paid for as *Construction Surveying*, except that where there is no pay item or construction surveying the cost of boundary flagging delineation shall be included in the unit prices bid for

the various items in the contract. Installation for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Additional flagging may be placed on overhanging vegetation to enhance visibility but does not substitute for installation of stakes.

Installation of boundary flagging for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall be performed in accordance with Subarticle 230-4(B)(5) or Subarticle 802-2(F) of the *Standard Specifications*. No direct pay will be made for this delineation, as the cost of same shall be included in the unit prices bid for the various items in the contract.

The Contractor shall be required to maintain alternative stakes and highly visible flagging in a satisfactory condition for the duration of the project as determined by the Engineer.

Measurement and Payment

Safety Fence will be measured and paid as the actual number of linear feet of polyethylene or polypropylene fence installed in place and accepted. Such payment will be full compensation including but not limited to furnishing and installing fence geotextile with necessary posts and post bracing, staples, tie wires, tools, equipment and incidentals necessary to complete this work.

Payment will be made under:

Pay Item
Safety Fence

Pay Unit
Linear Foot



TIP I-5512

HAYWOOD COUNTY

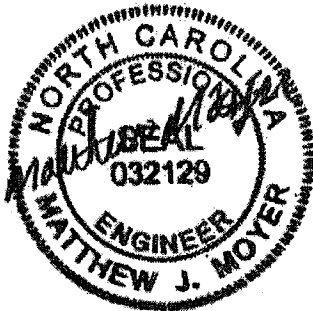
PROJECT NUMBERS

17BP.14.P.10 – ENGINEERING

50136.3.FS1 – CONSTRUCTION

NHPIM-040-1(260) – FEDERAL

I HEREBY CERTIFY THAT THE STRUCTURE PROJECT SPECIAL PROVISIONS CONTAINED HEREIN WAS PREPARED UNDER MY DIRECT SUPERVISION.



BY: Matthew J. Moyer

SIGNED, SEALED AND DATED

THIS 30th DAY OF July 2014

PROJECT SPECIAL PROVISIONS**Project TIP I-5512, 50136.3.FS1 Haywood County****SCOPE OF WORK**

This work shall consist of furnishing all labor, equipment, and materials to rehabilitate elements of the existing tunnels as directed in the plans. Work includes: Shotcrete repairs, epoxy paint, pavement improvements, drainage system maintenance, grading, electrical lighting system upgrade and all incidental items necessary to complete the project as specified and shown on the plans.

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

Haywood County Tunnel #15 – I 40 EB
Haywood County Tunnel #17 – I 40 WB
Haywood County Tunnel #104 – I 40 EB

Contractor shall provide all necessary access; provide all traffic control; provide all staging areas, material storage, waste disposal; and all else necessary to complete the work.

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

CRANE SAFETY (8-15-05)

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

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

CRANE SAFETY SUBMITTAL LIST

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

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

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

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

CONCRETE SLAB (SPECIAL)**1.0 DESCRIPTION**

Provide a concrete slab with a turn down footing in for the electrical units and generators.

2.0 CONSTRUCTION METHODS

The Contractor shall verify concrete slab dimensions with electrical unit and generator manufacturer. Submit a reinforcement layout to the Engineer for review. The layout shall include size, type, spacing and clearances of reinforcement. Use Class A concrete in accordance with the standard specification in section 1000 for materials and section 420 for placement. Foundation conditioning material for concrete slabs shall be Class VI select material foundation conditioning material meeting the requirements of Section 1016 of the *Standard Specifications*.

3.0 MEASUREMENT AND PAYMENT

Concrete Slab will be measured and paid for by cubic yards of concrete. There will be no separate payment for reinforcing steel.

Foundation Conditioning Material for Concrete Slabs will be measured and paid in tons of material that is satisfactorily placed within the established limits.

Payment will be made under:

Pay Item	Pay Unit
Concrete Slab	CY
Foundation Conditioning Material for Concrete Slabs	TON

EPOXY COATING (SPECIAL)**GENERAL**

The work covered by this Special Provision consists of applying epoxy coating to the structure in accordance with the limits and details shown on the plans, described herein and as established by the Engineer. This work also includes cleaning objectionable materials from the concrete surfaces to be coated and air blasting the surfaces before applying the coating.

The location and extent of repairs shown on the plans are general in nature. The Engineer shall determine the extent of the application of the coating in the field based on an evaluation of the actual geometry.

Any portion of the structure that is damaged from construction operations shall be repaired to the Engineer's satisfaction, at no extra cost to the Department.

MATERIAL PROPERTIES

A Type 4A flexible and moisture insensitive epoxy coating shall be used in accordance with Section 1081 of the Standard Specifications. Provide a Type 3 material certification in accordance with Article 106-3 and demonstrate that the proposed epoxy meets Type 4A requirements. The epoxy coating shall be an off white color in lieu of the gray color called for in Section 1081.

SURFACES

Apply the epoxy protective coating to the exposed face of the tunnel walls. Use extreme care to keep the electrical lighting system and traffic free of the epoxy protective coating. Thoroughly clean all dirt, dust, oil, grease, laitance and other objectionable material from the concrete surfaces to be coated. Air blast all surfaces

immediately before applying the epoxy protective coating and otherwise prepare concrete surface as required or recommended by the epoxy manufacturer.

APPLICATION

Apply epoxy protective coating in accordance with the manufacturer's recommendations.

If not already outlined in the manufacturer's recommendations:

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

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

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

MEASUREMENT AND PAYMENT

Epoxy protective coating will be measured and paid for at the contract unit price bid per square yard and will be full compensation for cost of materials, labor, tools, equipment and incidentals necessary to complete the work. Area will be measured based on the surface area that the protective coating is applied to. The Contractor and Engineer will measure quantities after application of the epoxy protective coating.

Payment will be made under:

Pay Item	Pay Unit
Epoxy Coating	Square Yard

DRAINAGE PIPE CLEAN-OUT (SPECIAL)

4.0 DESCRIPTION

Clean out calcium deposits and other debris from existing drainage pipes at Tunnels 15, 17 and 104.

5.0 CONSTRUCTION METHODS

The contractor shall have the option to use mechanical, chemical or both methods to clean out the drainage system. The Contractor shall submit chemical agents to the Department for approval. Use chemical agents that will not damage the drainage system pipes. The Contractor shall submit plans on the chemical will be collected from the drainage system prior to discharge. Also submit an emergency plan of action in case of spillage which covers emergency response actions and contacts.

6.0 MEASUREMENT AND PAYMENT

Drainage Pipe Clean Out will be measured and paid for each Tunnel.

Payment will be made under:

Pay Item	Pay Unit
Drainage Pipe Clean Out	Each

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 3/4".

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

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

1. Wind Loads

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

Table 2.2 - Wind Pressure Values

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

2. Time of Removal

The following requirements replace those of Article 3.4.8.2.

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

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

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

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

B. Review and Approval

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

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

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

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

4.0 CONSTRUCTION REQUIREMENTS

All requirements of Section 420 of the Standard Specifications apply.

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

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

A. Maintenance and Inspection

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

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

B. Foundations

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

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

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

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

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

5.0 REMOVAL

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

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

6.0 METHOD OF MEASUREMENT

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

7.0 BASIS OF PAYMENT

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

SHOTCRETE REPAIRS (12-05-12)**GENERAL**

The work covered by this Special Provision consists of removing deteriorated concrete from the structure in accordance with the limits, depth and details shown on the plans, described herein and as established by the Engineer. This work also includes removing and disposing all loose debris, cleaning and repairing reinforcing steel and applying shotcrete.

The location and extent of repairs shown on the plans are general in nature. The Engineer shall determine the extent of removal in the field based on an evaluation of the condition of the exposed surfaces.

Any portion of the structure that is damaged from construction operations shall be repaired to the Engineer's satisfaction, at no extra cost to the Department.

MATERIAL REQUIREMENTS

Use prepackaged shotcrete conforming to the requirements of ASTM C1480, the applicable sections of the Standard Specifications and the following:

Test Description	Test Method	Age (Days)	Specified Requirements
Silica Fume (%)	ASTM C1240	-	10 (Max.)
Water/Cementitious Materials Ratio	-	-	0.40 (Max.)
Air Content - As Shot (%)	ASTM C231	-	4 ± 1
Slump - As Shot (Range in inches)	ASTM C143	-	2 - 3
Minimum Compressive Strength (psi)	ASTM C39	7 28	3,000 5,000
Minimum Bond Pull-off Strength (psi)	ASTM C1583	28	145
Rapid Chloride Permeability Tests (range in coulombs)	ASTM C1202	-	100 - 1000

Admixtures are not allowed unless approved by the Engineer. Store shotcrete in an environment where temperatures remain above 40°F and less than 95°F

All equipment must operate in accordance with the manufacturer's specifications and material must be placed within the recommended time.

QUALITY CONTROL

A. Qualification of Shotcrete Contractor

The shotcrete Contractor shall provide proof of experience by submitting a description of jobs similar in size and character that have been completed within the last 5 years. The name, address and telephone number of references for the submitted projects shall also be furnished. Failure to provide appropriate documentation will result in the rejection of the proposed shotcrete contractor.

B. Qualification of Nozzleman

The shotcrete Contractor's nozzleman shall be certified by the American Concrete Institute (ACI). Submit proof of certification to the Engineer prior to beginning repair work. The nozzleman shall maintain certification at all times while work is being performed for the Department. Failure to provide and maintain certification will result in the rejection of the proposed nozzleman.

TEMPORARY WORK PLATFORM

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

Prior to beginning any repair work, provide details for protecting traffic and lighting system from debris removal and Shotcrete. Submit the protection design and plans for review and approval. The design and plans shall be sealed and signed by a North Carolina registered Professional Engineer. Do not install the protection until the design and plans are approved. Drilling holes in the tunnel walls for the purpose of attaching the platform is prohibited.

SURFACE PREPARATION

Prior to starting the repair operation, delineate all surfaces and areas assumed to be deteriorated by visually examining and sounding the concrete surface with a hammer or other approved method. The Engineer is the sole judge in determining the limits of deterioration.

Prior to removal, introduce a shallow saw cut approximately 1/2" in depth around the repair area at right angles to the concrete surface. Remove all deteriorated concrete 1 inch below the reinforcing steel with a 17 lb (maximum) pneumatic hammer with points that do not exceed the width of the shank or with hand picks or chisels as directed by the Engineer. Do not cut or remove the existing reinforcing steel. Unless specifically directed by the Engineer, do not remove concrete deeper than 1 inch below the reinforcing steel.

Abrasive blast all exposed concrete surfaces and existing reinforcing steel in repair areas to remove all debris, loose concrete, loose mortar, rust, scale, etc. Use a wire brush to clean all exposed reinforcing steel. After sandblasting examine the reinforcing steel to ensure at least 90% of the original diameter remains. If there is more than 10% reduction in the rebar diameter, splice in and securely tie supplemental reinforcing bars as directed by the Engineer.

Provide welded stainless wire fabric at each repair area larger than one square foot if the depth of the repair exceeds 2 inches from the "As Built" outside face. Provide a minimum 4" x 4" - 12 gage stainless welded wire fabric unless otherwise shown on the plans. Rigidly secure the welded wire fabric to existing steel or to 3/16" diameter stainless hook fasteners adequately spaced to prevent sagging. Encase the welded wire fabric in shotcrete a minimum depth of 1½ inches.

The contractor has the option to use synthetic fiber reinforcement as an alternate to welded wire fabric if attaching welded wire fabric is impractical or if approved by the Engineer. Welded wire fabric and synthetic fiber reinforcement shall not be used in the same repair area.

Thoroughly clean the repair area of all dirt, grease, oil or foreign matter, and remove all loose or weakened material before applying shotcrete. Saturate the repair area with clean water the day before applying shotcrete. Bring the wetted surface to a saturated surface dry (SSD) condition prior to applying shotcrete and maintain this condition until the application begins. Use a blowpipe to facilitate removal of free surface water. Only oil-free compressed air is to be used in the blowpipe.

The time between removal of deteriorated concrete and applying shotcrete shall not exceed 5 days. If the time allowance exceeds 5 days, prepare the surface at the direction of the Engineer before applying shotcrete.

APPLICATION AND SURFACE FINISH

Apply shotcrete only when the surface temperature of the repair area is greater than 40°F and less than 95°F. Do not apply shotcrete to frosted surfaces. Maintain shotcrete at a minimum temperature of 40°F for 3 days after placement.

Apply shotcrete in layers. The properties of the applied shotcrete determine the proper thickness of each layer or lift.

The nozzleman should hold the nozzle 3 to 4 feet from the surface being covered in a position that ensures the shotcrete strikes at right angles to the surface being covered without excessive impact. The nozzleman shall maintain the water amount at a practicable minimum, so the mix properly adheres to the repair area. Water content should not become high enough to cause the mix to sag or fall from vertical or inclined surfaces, or to separate in horizontal layers.

Use shooting wires or guide strips that do not entrap rebound sand. Use guide wires to provide a positive means of checking the total thickness of the shotcrete applied. Remove the guide wires prior to the final finish coat.

To avoid leaving sand pockets in the shotcrete, blow or rake off sand that rebounds and does not fall clear of the work, or which collects in pockets in the work. Do not reuse rebound material in the work.

If a work stoppage longer than 2 hours takes place on any shotcrete layer prior to the time it has been built up to required thickness, saturate the area with clean water and

use a blowpipe as outlined previously, prior to continuing with the remaining shotcrete course. Do not apply shotcrete to a dry surface.

Finish all repaired areas, including chamfered edges, as close as practicable to their original "As Built" dimensions and configuration. Provide a minimum 2" of cover for reinforcing steel exposed during repair. Slightly build up and trim shotcrete to the final surface by cutting with the leading edge of a sharp trowel. Use a rubber float to correct any imperfections. Limit work on the finished surface to correcting imperfections caused by trowel cutting.

Immediately after bringing shotcrete surfaces to final thickness, thoroughly check for sags, bridging, and other deficiencies. Repair any imperfections at the direction of the Engineer.

Prevent finished shotcrete from drying out by maintaining 95% relative humidity at the repair and surrounding areas by fogging, moist curing or other approved means for seven days.

MATERIAL TESTING & ACCEPTANCE

Each day shotcreting takes place, the nozzleman shall shoot one 18" x 18" x 3" test panel in the same position as the repair work that is being done to demonstrate the shotcrete is being applied properly. Store, handle and cure the test panel in the same manner as the repaired substructure.

Approximately 72 hours after completing the final shotcrete placement, thoroughly test the surface with a hammer. At this time, the repair area should have sufficient strength for all sound sections to ring sharply. Remove and replace any unsound portions prior to the final inspection of the work. No additional compensation will be provided for removal and replacement of unsound shotcrete.

After 7 days, core three 3" diameter samples from each test panel and from the repaired structure as directed by the Engineer. Any cores taken from the structure shall penetrate into the existing structure concrete at least 2 inches. Cores shall be inspected for delamination, sand pockets, tested for bond strength and compressive strength. If a core taken from a repaired structure unit indicates unsatisfactory application or performance of the shotcrete, take additional cores from the applicable structure unit(s) for additional evaluation and testing as directed by the Engineer. Any repair work failing to meet the requirements of this provision will be rejected and the Contractor shall implement a remediation plan to correct the deficiency at no additional cost to the Department. No extra payment will be provided for drilling extra cores. Patch all core holes in repaired structure units to the satisfaction of the Engineer. All material testing, core testing and sampling will be done by the Materials and Tests Unit of North Carolina Department of Transportation.

MEASUREMENT AND PAYMENT

Shotcrete Repairs will be measured and paid for at the contract unit price bid per cubic foot and will be full compensation for removal, containment and disposal

off-site of unsound concrete including the cost of materials, labor, tools, equipment and incidentals necessary to complete the repair work. Depth will be measured from the original outside concrete face. The Contractor and Engineer will measure quantities after removal of unsound concrete and before application of repair material. Payment will also include the cost of sandblasting, surface cleaning and preparation, cleaning of reinforcing steel, placement of new steel, cost of temporary work platform, protection of traffic, protection of lighting system, testing for soundness, curing of shotcrete and taking core samples from the test panels and substructure units.

Payment will be made under:

Pay Item

Shotcrete Repairs

Pay Unit

Cubic Feet

SUBMITTAL OF WORKING DRAWINGS

(8-9-13)

8.0 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.

9.0 ADDRESSES AND CONTACTS

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

Via US mail:

Via other delivery service:

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.
P.E.

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,

Submittals may also be made via email.

Send submittals to:

plambert@ncdot.gov (Paul Lambert)

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

jgaither@ncdot.gov (James Gaither)

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
100
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
Garner, NC 27529

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

Via US mail:

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

Via other delivery service:

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

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

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

Primary Structures Contact: Paul Lambert (919)707 – 6407
(919) 250 – 4082 facsimile
plambert@ncdot.gov

Secondary Structures Contacts: James Gaither
(919) 707 – 6409
James Bolden
(919) 707 – 6408

Eastern Regional Geotechnical Contact (Divisions 1-7):
K. J. Kim
(919) 662 – 4710
(919) 662 – 3095 facsimile
kkim@ncdot.gov

Western Regional Geotechnical Contact (Divisions 8-14):
Eric Williams (704)455 – 8902
(704) 455 – 8912 facsimile
ewilliams@ncdot.gov

10.0 SUBMITTAL COPIES

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

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

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

STRUCTURE SUBMITTALS

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

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

FOOTNOTES

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

GEOTECHNICAL SUBMITTALS

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

FOOTNOTES

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:
https://connect.ncdot.gov/resources/Geological/Pages/Geotech_Forms_Details.aspx
See second page of form for submittal instructions.
4. Electronic copy of submittal is required. See referenced provision.

County : Haywood

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0043000000-N	226	GRADING	Lump Sum	L.S.	
0003	0542000000-E	310	*** PVC PIPE CULVERTS (8")	10 LF		
0004	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (5")	310 SY		
0005	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	19 TON		
0006	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	62 TON		
0007	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	27 TON		
0008	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	6 TON		
0009	2577000000-E	846	CONCRETE EXPRESSWAY GUTTER	195 LF		
0010	3030000000-E	862	STEEL BM GUARDRAIL	225 LF		
0011	3210000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE CAT-1	1 EA		
0012	3215000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE III	2 EA		
0013	3270000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350	2 EA		
0014	3360000000-E	863	REMOVE EXISTING GUARDRAIL	19 LF		
0015	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	371 SF		
0016	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	500 SF		
0017	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	36 SF		
0018	4415000000-N	1115	FLASHING ARROW BOARD	6 EA		

County : Haywood

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0019	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	5 EA		
0020	4430000000-N	1130	DRUMS	320 EA		
0021	4445000000-E	1145	BARRICADES (TYPE III)	24 LF		
0022	4480000000-N	1165	TMA	4 EA		
0023	4510000000-N	SP*	LAW ENFORCEMENT	4,752 HR		
0024	4847100000-E	1205	POLYUREA PAVEMENT MARKING LINES (6" *****) (HIGHLY REFLECTIVE ELEMENTS)	293 LF		
0025	5205000000-E	1410	** #8 W/G FEEDER CIRCUIT IN *****" CONDUIT (2, 1-1/2")	3,330 LF		
0026	5255000000-N	1413	PORTABLE LIGHTING	Lump Sum	L.S.	
0027	5265000000-E	SP	GENERIC LIGHTING ITEM 14#6 W/G FEEDER CKT. THHN/THWN WIRE IN 2" TYPE RGS CONDUIT	192 LF		
0028	5265000000-E	SP	GENERIC LIGHTING ITEM 16#6 W/G FEEDER CKT. THHN/THWN WIRE IN 2" TYPE RGS CONDUIT	251 LF		
0029	5265000000-E	SP	GENERIC LIGHTING ITEM 16#6 W/G FEEDER CKT. THHN/THWN WIRE IN 3" TYPE PVC CONDUIT	140 LF		
0030	5265000000-E	SP	GENERIC LIGHTING ITEM 16#6 W/G FEEDER CKT. THHN/THWN WIRE IN 3" TYPE RGS CONDUIT	60 LF		
0031	5265000000-E	SP	GENERIC LIGHTING ITEM 2#8 W/G FEEDER CKT. THHN/THWN WIRE IN 1 1/4" TYPE PVC80 CONDUIT	1,276 LF		
0032	5265000000-E	SP	GENERIC LIGHTING ITEM 2#8 W/G FEEDER CKT. THHN/THWN WIRE IN 1 1/4" TYPE RGS CONDUIT	415 LF		

County : Haywood

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0033	5265000000-E	SP	GENERIC LIGHTING ITEM 2#8, 2#6 W/G FEEDER CKT. THHN/ THWN WIRE IN 1 1/4" TYPE PVC80 CONDUIT	4,766 LF		
0034	5265000000-E	SP	GENERIC LIGHTING ITEM 28#6 W/G FEEDER CKT. THHN/THWN WIRE IN 3" TYPE PVC CONDUIT	97 LF		
0035	5265000000-E	SP	GENERIC LIGHTING ITEM 28#6 W/G FEEDER CKT. THHN/THWN WIRE IN 3" TYPE RGS CONDUIT	29 LF		
0036	5265000000-E	SP	GENERIC LIGHTING ITEM 32#6 W/G FEEDER CKT. THHN/THWN WIRE IN 3" TYPE PVC CONDUIT	97 LF		
0037	5265000000-E	SP	GENERIC LIGHTING ITEM 32#6 W/G FEEDER CKT. THHN/THWN WIRE IN 3" TYPE RGS CONDUIT	29 LF		
0038	5265000000-E	SP	GENERIC LIGHTING ITEM 4#6 W/G FEEDER CKT. THHN/THWN WIRE IN 1 1/4" TYPE RGS CONDUIT	101 LF		
0039	5265000000-E	SP	GENERIC LIGHTING ITEM 4#8 W/G FEEDER CKT. THHN/THWN WIRE IN 1 1/4" TYPE PVC80 CONDUIT	6,075 LF		
0040	5265000000-E	SP	GENERIC LIGHTING ITEM 4#8, 2#6 W/G FEEDER CKT. THHN/ THWN WIRE IN 1 1/4" TYPE PVC80 CONDUIT	2,656 LF		
0041	5265000000-E	SP	GENERIC LIGHTING ITEM 6#6 W/G FEEDER CKT. THHN/THWN WIRE IN 1 1/4" TYPE RGS CONDUIT	82 LF		
0042	5265000000-E	SP	GENERIC LIGHTING ITEM 6#8 W/G FEEDER CKT. THHN/THWN WIRE IN 1 1/4" TYPE PVC80 CONDUIT	5,593 LF		
0043	5270000000-N	SP	GENERIC LIGHTING ITEM EQUIPMENT DISCONNECT	1 EA		

County : Haywood

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0044	5270000000-N	SP	GENERIC LIGHTING ITEM INSTALL LED LUMINAIRE (ROADWAY)	19 EA		
0045	5270000000-N	SP	GENERIC LIGHTING ITEM INSTALL LED LUMINAIRE (TUNNEL)	652 EA		
0046	5270000000-N	SP	GENERIC LIGHTING ITEM LIGHT CONTROL EQUIPMENT, TYPE TU (TUNNEL 104)	1 EA		
0047	5270000000-N	SP	GENERIC LIGHTING ITEM LIGHT CONTROL EQUIPMENT, TYPE TU (TUNNEL 17)	1 EA		
0048	5270000000-N	SP	GENERIC LIGHTING ITEM LIGHT STANDARD JUNCTION BOX	28 EA		
0049	5270000000-N	SP	GENERIC LIGHTING ITEM LIGHTING CONTROL EQUIPMENT, TY PE TU (TUNNEL 15)	1 EA		
0050	5270000000-N	SP	GENERIC LIGHTING ITEM PACKAGED DIESEL GENERATOR SET (FOR TUNNEL 104)	1 EA		
0051	5270000000-N	SP	GENERIC LIGHTING ITEM PACKAGED DIESEL GENERATOR SET (FOR TUNNELS 15 & 17)	1 EA		
0052	5270000000-N	SP	GENERIC LIGHTING ITEM PACKAGED EQUIPMENT ENCLOSURE (FOR TUNNEL 104 LIGHTING SYSTE M)	1 EA		
0053	5270000000-N	SP	GENERIC LIGHTING ITEM PACKAGED EQUIPMENT ENCLOSURE (FOR TUNNELS 15 & 17 LIGHTING SYSTEM)	1 EA		
0054	5270000000-N	SP	GENERIC LIGHTING ITEM REMOVE LUMINAIRE (ROADWAY)	19 EA		
0055	5270000000-N	SP	GENERIC LIGHTING ITEM REMOVE LUMINAIRE (TUNNEL)	584 EA		
0056	5270000000-N	SP	GENERIC LIGHTING ITEM SPARE LED LUMINAIRE (TUNNEL)	30 EA		

County : Haywood

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0057	6000000000-E	1605	TEMPORARY SILT FENCE	100 LF		
0058	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	50 TON		
0059	6012000000-E	1610	SEDIMENT CONTROL STONE	15 TON		
0060	6015000000-E	1615	TEMPORARY MULCHING	1 ACR		
0061	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	50 LB		
0062	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	0.25 TON		
0063	6029000000-E	SP	SAFETY FENCE	180 LF		
0064	6030000000-E	1630	SILT EXCAVATION	80 CY		
0065	6084000000-E	1660	SEEDING & MULCHING	0.5 ACR		
0066	6087000000-E	1660	MOWING	0.5 ACR		
0067	6090000000-E	1661	SEED FOR REPAIR SEEDING	50 LB		
0068	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.5 TON		
0069	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	50 LB		
0070	6108000000-E	1665	FERTILIZER TOPDRESSING	0.5 TON		
0071	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR		
0072	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	100 EA		
0073	8664000000-E	SP	SHOTCRETE REPAIRS	1,985.5 CF		
0074	8874000000-E	SP	GENERIC STRUCTURE ITEM FOUNDATION CONDITIONING MATERIAL FOR CONCRETE SLABS	62 TON		
0075	8881000000-E	SP	GENERIC STRUCTURE ITEM CONCRETE SLABS	17 CY		

County : Haywood

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0076	8893000000-E	SP	GENERIC STRUCTURE ITEM EPOXY COATING	21,200 SY		
0077	8897000000-N	SP	GENERIC STRUCTURE ITEM DRAINAGE PIPE CLEANOUT	3 EA		
1542/Nov04/Q57676.75/D381010700000/E77			Total Amount Of Bid For Entire Project :			

Vendor 1 of 4: LANFORD BROTHERS CO., INC. (3540)
Call Order 005 (Proposal: C203620)

Bid Information

Proposal County: HAYWOOD
Vendor Address: P.O. Box 7330
Roanoke , Va. , 24019
Signature Check: Kenneth_L._Lanford_3540
Time Bid Received: December 16, 2014 11:15 AM
Amendment Count: 0

Bid Checksum: A64FC686
Bid Total: \$6,948,501.46
Items Total: \$6,948,501.46
Time Total: \$0.00

Bidding Errors:
None.

DBE Goal Set 2.0%
DBE Goal Met 2.0%

Vendor 1 of 4: LANFORD BROTHERS CO., INC. (3540)
Call Order 005 (Proposal: C203620)

Bid Bond Information

Projects:	Bond Maximum:
Counties:	State of Incorporation:
Bond ID: SNC14152511	Agency Execution Date: 12/10/2014 2
Paid by Check: No	Surety Name: surety2000
Bond Percent: 5%	Bond Agency Name: Travelers Casualty and Surety Company of America

Vendor 3540's Bid Information for Call 005, Letting L141216, 12/16/14

Lanford Bros., Co., Inc. (3540)
Call Order 005 (Proposal ID C203620)

LIST OF DBE PARTICIPANTS

VENDOR NUMBER	DBE NAME ADDRESS	WORK CODE TYPE OF WORK	CERT TYPE AMOUNT
4898 WB	BULLINGTON CONSTRUCTION INC 417 FOXGLOVE LANE , INDIAN TRAIL, NC 28079		Sub 12,640.00 Committed
4761 WB	TRAFFIC CONTROL SAFETY SERVICES POST OFFICE BOX 24511 , WINSTON-SALEM, NC 27114		Sub 69,783.77 Committed
5534 WB	HIGH COUNTRY HYDROSEEDING INC 276 SWEETWATER DRIVE , CANTON, NC 28716		Sub 56,760.00 Committed
TOTAL:			\$139,183.77 2.00%

Vendor 3540's Bid Information for Call 005, Letting L141216, 12/16/14

Lanford Bros., Co., Inc. (3540)
Call Order 005 (Proposal ID C203620)

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: SNC14152511
Surety Registry Agency: surety2000
Verified?: Yes
Surety Agency: Travelers Casualty and Surety Company of America
Bond Execution Date: 12/10/2014 2
Bond Amount: \$347,425.07 (Five Percent of Bid)

State of NC
Dept of Transportation

Date: 11-18-14
Revised:

Contract ID: C203620 Project(s): NHPIM-040-1(260)
Letting Date: 12-16-14 Call Order: 005
Bidder: 3540 - Lanford Bros., Co., Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
Section 0001 ROADWAY ITEMS				
Alt Group				
0001	0000100000-N MOBILIZATION	LUMP	LUMP	514,285.00
0002	0043000000-N GRADING	LUMP	LUMP	50,000.00
0003	0542000000-E *** PVC PIPE CULVERTS (8")	10.000 LF	500.00000	5,000.00
0004	1297000000-E MILLING ASPHALT PAVEMENT, ***"DEPTH (5")	310.000 SY	73.03000	22,639.30
0005	1491000000-E ASPHALT CONC BASE COURSE, TYPE B25.0C	19.000 TON	359.70000	6,834.30
0006	1503000000-E ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	62.000 TON	436.00000	27,032.00
0007	1523000000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5C	27.000 TON	817.50000	22,072.50
0008	1575000000-E ASPHALT BINDER FOR PLANT MIX	6.000 TON	872.00000	5,232.00
0009	2577000000-E CONCRETE EXPRESSWAY GUTTER	195.000 LF	52.32000	10,202.40
0010	3030000000-E STEEL BM GUARDRAIL	225.000 LF	19.62000	4,414.50
0011	3210000000-N GUARDRAIL ANCHOR UNITS, TYPE CAT-1	1.000 EA	654.00000	654.00

State of NC
Dept of Transportation

Date: 11-18-14
Revised:

Contract ID: C203620 Project(s): NHPIM-040-1(260)
Letting Date: 12-16-14 Call Order: 005
Bidder: 3540 - Lanford Bros., Co., Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0012	3215000000-N GUARDRAIL ANCHOR UNITS, TYPE III EA	2.000	2,016.50000	4,033.00
0013	3270000000-N GUARDRAIL ANCHOR UNITS, TYPE 350 EA	2.000	2,234.50000	4,469.00
0014	3360000000-E REMOVE EXISTING GUARDRAIL LF	19.000	10.90000	207.10
0015	4400000000-E WORK ZONE SIGNS (STATIONARY) SF	371.000	4.52000	1,676.92
0016	4405000000-E WORK ZONE SIGNS (PORTABLE) SF	500.000	7.72000	3,860.00
0017	4410000000-E WORK ZONE SIGNS (BARRICADE MOUNTED) SF	36.000	9.05000	325.80
0018	4415000000-N FLASHING ARROW BOARD EA	6.000	3,887.30000	23,323.80
0019	4420000000-N PORTABLE CHANGEABLE MESSAGE SIGN EA	5.000	14,378.00000	71,890.00
0020	4430000000-N DRUMS EA	320.000	41.54000	13,292.80
0021	4445000000-E BARRICADES (TYPE III) LF	24.000	43.93000	1,054.32
0022	4480000000-N TMA EA	4.000	25,000.00000	100,000.00
0023	4510000000-N LAW ENFORCEMENT HR	4,752.000	41.58000	197,588.16

State of NC
Dept of Transportation

Date: 11-18-14
Revised:

Contract ID: C203620 Project(s): NHPIM-040-1(260)
Letting Date: 12-16-14 Call Order: 005
Bidder: 3540 - Lanford Bros., Co., Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Cts
0024	4847100000-E POLYUREA PAVEMENT MARKING LINES (6", *****) (HIGHLY REFLECTIVE ELEMENTS)	293.000 LF	9.27000	2,716.11
0025	5205000000-E ** #8 W/G FEEDER CIRCUIT IN ***** CONDUIT (2, 1-1/2")	3,330.000 LF	30.08000	100,166.40
0026	5255000000-N PORTABLE LIGHTING	LUMP	LUMP	40,500.00
0027	5265000000-E GENERIC LIGHTING ITEM 14#6 W/G FEEDER CKT. THHN/THWN WIRE IN 2" TYPE RGS CONDUIT	192.000 LF	72.21000	13,864.32
0028	5265000000-E GENERIC LIGHTING ITEM 16#6 W/G FEEDER CKT. THHN/THWN WIRE IN 2" TYPE RGS CONDUIT	251.000 LF	59.07000	14,826.57
0029	5265000000-E GENERIC LIGHTING ITEM 16#6 W/G FEEDER CKT. THHN/THWN WIRE IN 3" TYPE PVC CONDUIT	140.000 LF	68.77000	9,627.80
0030	5265000000-E GENERIC LIGHTING ITEM 16#6 W/G FEEDER CKT. THHN/THWN WIRE IN 3" TYPE RGS CONDUIT	60.000 LF	107.74000	6,464.40
0031	5265000000-E GENERIC LIGHTING ITEM 2#8 W/G FEEDER CKT. THHN/THWN WIRE IN 1 1/4" TYPE PVC80 CONDUIT	1,276.000 LF	21.33000	27,217.08

State of NC
Dept of Transportation

Date: 11-18-14
Revised:

Contract ID: C203620 Project(s): NHPIM-040-1(260)
Letting Date: 12-16-14 Call Order: 005
Bidder: 3540 - Lanford Bros., Co., Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0032	5265000000-E GENERIC LIGHTING ITEM 2#8 W/G FEEDER CKT. THHN/THWN WIRE IN 1 1/4" TYPE RGS CONDUIT	415.000 LF	25.78000	10,698.70
0033	5265000000-E GENERIC LIGHTING ITEM 2#8, 2#6 W/G FEEDER CKT. THHN/THWN WIRE IN 1 1/4" TYPE PVC80 CONDUIT	4,766.000 LF	18.57000	88,504.62
0034	5265000000-E GENERIC LIGHTING ITEM 28#6 W/G FEEDER CKT. THHN/THWN WIRE IN 3" TYPE PVC CONDUIT	97.000 LF	83.90000	8,138.30
0035	5265000000-E GENERIC LIGHTING ITEM 28#6 W/G FEEDER CKT. THHN/THWN WIRE IN 3" TYPE RGS CONDUIT	29.000 LF	245.39000	7,116.31
0036	5265000000-E GENERIC LIGHTING ITEM 32#6 W/G FEEDER CKT. THHN/THWN WIRE IN 3" TYPE PVC CONDUIT	97.000 LF	89.96000	8,726.12
0037	5265000000-E GENERIC LIGHTING ITEM 32#6 W/G FEEDER CKT. THHN/THWN WIRE IN 3" TYPE RGS CONDUIT	29.000 LF	130.90000	3,796.10
0038	5265000000-E GENERIC LIGHTING ITEM 4#6 W/G FEEDER CKT. THHN/THWN WIRE IN 1 1/4" TYPE RGS CONDUIT	101.000 LF	49.73000	5,022.73
0039	5265000000-E GENERIC LIGHTING ITEM 4#8 W/G FEEDER CKT. THHN/THWN WIRE IN 1 1/4" TYPE PVC80 CONDUIT	6,075.000 LF	17.34000	105,340.50

State of NC
Dept of Transportation

Date: 11-18-14
Revised:

Contract ID: C203620 Project(s): NHPIM-040-1(260)
Letting Date: 12-16-14 Call Order: 005
Bidder: 3540 - Lanford Bros., Co., Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0040	5265000000-E GENERIC LIGHTING ITEM 4#8, 2#6 W/G FEEDER CKT. THHN/THWN WIRE IN 1 1/4" TYPE PVC80 CONDUIT	2,656.000 LF	22.04000	58,538.24
0041	5265000000-E GENERIC LIGHTING ITEM 6#6 W/G FEEDER CKT. THHN/THWN WIRE IN 1 1/4" TYPE RGS CONDUIT	82.000 LF	49.39000	4,049.98
0042	5265000000-E GENERIC LIGHTING ITEM 6#8 W/G FEEDER CKT. THHN/THWN WIRE IN 1 1/4" TYPE PVC80 CONDUIT	5,593.000 LF	19.31000	108,000.83
0043	5270000000-N GENERIC LIGHTING ITEM EQUIPMENT DISCONNECT	1.000 EA	698.69000	698.69
0044	5270000000-N GENERIC LIGHTING ITEM INSTALL LED LUMINAIRE (ROADWAY)	19.000 EA	1,270.90000	24,147.10
0045	5270000000-N GENERIC LIGHTING ITEM INSTALL LED LUMINAIRE (TUNNEL)	652.000 EA	1,875.90000	1,223,086.80
0046	5270000000-N GENERIC LIGHTING ITEM LIGHT CONTROL EQUIPMENT, TYPE TU (TUNNEL 104)	1.000 EA	14,026.00000	14,026.00
0047	5270000000-N GENERIC LIGHTING ITEM LIGHT CONTROL EQUIPMENT, TYPE TU (TUNNEL 17)	1.000 EA	14,026.00000	14,026.00
0048	5270000000-N GENERIC LIGHTING ITEM LIGHT STANDARD JUNCTION BOX	28.000 EA	594.05000	16,633.40

State of NC
Dept of Transportation

Date: 11-18-14
Revised:

Contract ID: C203620 Project(s): NHPIM-040-1(260)
Letting Date: 12-16-14 Call Order: 005
Bidder: 3540 - Lanford Bros., Co., Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0049	5270000000-N GENERIC LIGHTING ITEM LIGHTING CONTROL EQUIPMENT, TYPE TU (TUNNEL 15)	1.000 EA	14,026.00000	14,026.00
0050	5270000000-N GENERIC LIGHTING ITEM PACKAGED DIESEL GENERATOR SET (FOR TUNNEL 104)	1.000 EA	116,312.00000	116,312.00
0051	5270000000-N GENERIC LIGHTING ITEM PACKAGED DIESEL GENERATOR SET (FOR TUNNELS 15 & 17)	1.000 EA	152,520.00000	152,520.00
0052	5270000000-N GENERIC LIGHTING ITEM PACKAGED EQUIPMENT ENCLOSURE (FOR TUNNEL 104 LIGHTING SYSTEM)	1.000 EA	256,564.00000	256,564.00
0053	5270000000-N GENERIC LIGHTING ITEM PACKAGED EQUIPMENT ENCLOSURE (FOR TUNNELS 15 & 17 LIGHTING SYSTEM)	1.000 EA	261,189.00000	261,189.00
0054	5270000000-N GENERIC LIGHTING ITEM REMOVE LUMINAIRE (ROADWAY)	19.000 EA	717.22000	13,627.18
0055	5270000000-N GENERIC LIGHTING ITEM REMOVE LUMINAIRE (TUNNEL)	584.000 EA	161.32000	94,210.88
0056	5270000000-N GENERIC LIGHTING ITEM SPARE LED LUMINAIRE (TUNNEL)	30.000 EA	1,037.70000	31,131.00
0057	6000000000-E TEMPORARY SILT FENCE	100.000 LF	4.36000	436.00
0058	6009000000-E STONE FOR EROSION CONTROL, CLASS B	50.000 TON	150.00000	7,500.00

State of NC
Dept of Transportation

Date: 11-18-14
Revised:

Contract ID: C203620 Project(s): NHPIM-040-1(260)
Letting Date: 12-16-14 Call Order: 005
Bidder: 3540 - Lanford Bros., Co., Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0059	6012000000-E SEDIMENT CONTROL STONE	15.000 TON	150.00000	2,250.00
0060	6015000000-E TEMPORARY MULCHING	1.000 ACR	1,635.00000	1,635.00
0061	6018000000-E SEED FOR TEMPORARY SEEDING	50.000 LB	10.90000	545.00
0062	6021000000-E FERTILIZER FOR TEMPORARY SEED-ING	0.250 TON	4,360.00000	1,090.00
0063	6029000000-E SAFETY FENCE	180.000 LF	2.18000	392.40
0064	6030000000-E SILT EXCAVATION	80.000 CY	225.00000	18,000.00
0065	6084000000-E SEEDING & MULCHING	0.500 ACR	4,360.00000	2,180.00
0066	6087000000-E MOWING	0.500 ACR	545.00000	272.50
0067	6090000000-E SEED FOR REPAIR SEEDING	50.000 LB	10.90000	545.00
0068	6093000000-E FERTILIZER FOR REPAIR SEEDING	0.500 TON	4,360.00000	2,180.00
0069	6096000000-E SEED FOR SUPPLEMENTAL SEEDING	50.000 LB	16.35000	817.50
0070	6108000000-E FERTILIZER TOPDRESSING	0.500 TON	4,360.00000	2,180.00

State of NC
Dept of Transportation

Date: 11-18-14
Revised:

Contract ID: C203620 Project(s): NHPIM-040-1(260)
Letting Date: 12-16-14 Call Order: 005
Bidder: 3540 - Lanford Bros., Co., Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0071	6114500000-N SPECIALIZED HAND MOWING	10.000 MHR	54.50000	545.00
0072	6117000000-N RESPONSE FOR EROSION CONTROL	100.000 EA	490.50000	49,050.00
0073	8664000000-E SHOTCRETE REPAIRS	1,985.500 CF	875.00000	1,737,312.50
0074	8874000000-E GENERIC STRUCTURE ITEM FOUNDATION CONDITIONING MATERIAL FOR CONCRETE SLABS	62.000 TON	54.50000	3,379.00
0075	8881000000-E GENERIC STRUCTURE ITEM CONCRETE SLABS	17.000 CY	599.50000	10,191.50
0076	8893000000-E GENERIC STRUCTURE ITEM EPOXY COATING	21,200.000 SY	52.00000	1,102,400.00
0077	8897000000-N GENERIC STRUCTURE ITEM DRAINAGE PIPE CLEANOUT	3.000 EA	20,000.00000	60,000.00
	Section 0001 Total			6,948,501.46
	Bid Total			6,948,501.46

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: 11-18-14
PAGE: 11

PROPOSAL: C203620
 LETTING: L141216 CALL: 005
 VENDOR: 3540 Lanford Bros., Co., Inc.

LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
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DBE SUBCONTRACTOR: 4898 BULLINGTON CONSTRUCTION INC
 Will Use Quote: Yes

0010	30300000000-E	STL BM GUARD LF		225.000	18.00000	4050.00
0011	32100000000-N	GR ANCHOR TY EA		1.000	600.00000	600.00
0012	32150000000-N	GR ANCHOR TY EA		2.000	1850.00000	3700.00
0013	32700000000-N	GR ANCHOR TY EA		2.000	2050.00000	4100.00
0014	33600000000-E	REMOVE EXIST LF		19.000	10.00000	190.00

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:	12,640.00 Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)	12,640.

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

0015	44000000000-E	WORK ZONE SI SF		371.000	4.15000	1539.65
0016	44050000000-E	WORK ZONE SI SF		500.000	4.63000	2315.00
0017	44100000000-E	WORK ZONE SI SF		36.000	5.43000	195.48
0019	44200000000-N	PORTABLE CHA EA		5.000	8626.50000	43132.50
0020	44300000000-N	DRUMS EA		320.000	24.92000	7974.40
0021	44450000000-E	BARRICADES (LF		24.000	26.36000	632.64
0018	44150000000-N	FLASHING ARR EA		6.000	2332.35000	13994.10

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:	69,783.77 Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)	69,783.

DBE SUBCONTRACTOR: 5534 HIGH COUNTRY HYDROSEEDING INC
 Will Use Quote: Yes

0057	60000000000-E	TEMPORARY SI LF		100.000	4.00000	400.00
0060	60150000000-E	TEMPORARY MU ACR		1.000	1500.00000	1500.00
0061	60180000000-E	SEED FOR TEM LB		50.000	10.00000	500.00
0062	60210000000-E	FERT FOR TEM TON		0.250	4000.00000	1000.00
0063	60290000000-E	SAFETY FENCE LF		180.000	2.00000	360.00
0065	60840000000-E	SEEDING AND ACR		0.500	4000.00000	2000.00
0066	60870000000-E	MOWING ACR		0.500	500.00000	250.00
0067	60900000000-E	SEED FOR REP LB		50.000	10.00000	500.00
0068	60930000000-E	FERT FOR REP TON		0.500	4000.00000	2000.00
0069	60960000000-E	SEED FOR SUP LB		50.000	15.00000	750.00
0070	61080000000-E	FERTILIZER T TON		0.500	4000.00000	2000.00
0071	61145000000-N	SPECIALIZED MHR		10.000	50.00000	500.00
0072	61170000000-N	RESPONSE FOR EA		100.000	450.00000	45000.00

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:	56,760.00 Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)	56,760.

TOTAL DBE COMMITMENT FOR VENDOR:

Entered: 2.00% or 139183.77
Required: 2.00% or 138970.03
<GOAL MET>

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

This Bid contains 0 amendment files

Electronic Bid Submission

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

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

Signature

Agency

Date

Contract Item Sheets For C203620

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum LS	514,285.00	514,285.00
0002	0043000000-N	226	GRADING	Lump Sum LS	50,000.00	50,000.00
0003	0542000000-E	310	*** PVC PIPE CULVERTS (8")	10 LF	500.00	5,000.00
0004	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (5")	310 SY	73.03	22,639.30
0005	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	19 TON	359.70	6,834.30
0006	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	62 TON	436.00	27,032.00
0007	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	27 TON	817.50	22,072.50
0008	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	6 TON	872.00	5,232.00
0009	2577000000-E	846	CONCRETE EXPRESSWAY GUTTER	195 LF	52.32	10,202.40
0010	3030000000-E	862	STEEL BM GUARDRAIL	225 LF	19.62	4,414.50
0011	3210000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE CAT-1	1 EA	654.00	654.00
0012	3215000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE III	2 EA	2,016.50	4,033.00
0013	3270000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350	2 EA	2,234.50	4,469.00
0014	3360000000-E	863	REMOVE EXISTING GUARDRAIL	19 LF	10.90	207.10
0015	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	371 SF	4.52	1,676.92
0016	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	500 SF	7.72	3,860.00
0017	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	36 SF	9.05	325.80
0018	4415000000-N	1115	FLASHING ARROW BOARD	6 EA	3,887.30	23,323.80

Contract Item Sheets For C203620

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0019	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	5 EA	14,378.00	71,890.00
0020	4430000000-N	1130	DRUMS	320 EA	41.54	13,292.80
0021	4445000000-E	1145	BARRICADES (TYPE III)	24 LF	43.93	1,054.32
0022	4480000000-N	1165	TMA	4 EA	25,000.00	100,000.00
0023	4510000000-N	SP	LAW ENFORCEMENT	4,752 HR	41.58	197,588.16
0024	4847100000-E	1205	POLYUREA PAVEMENT MARKING LINES (6", *****) (HIGHLY REFLECTIVE ELEMENTS)	293 LF	9.27	2,716.11
0025	5205000000-E	1410	** #8 W/G FEEDER CIRCUIT IN ***** CONDUIT (2, 1-1/2")	3,330 LF	30.08	100,166.40
0026	5255000000-N	1413	PORTABLE LIGHTING	Lump Sum LS	40,500.00	40,500.00
0027	5265000000-E	SP	GENERIC LIGHTING ITEM 14#6 W/G FEEDER CKT. THHN/THWN WIRE IN 2" TYPE RGS CONDUIT	192 LF	72.21	13,864.32
0028	5265000000-E	SP	GENERIC LIGHTING ITEM 16#6 W/G FEEDER CKT. THHN/THWN WIRE IN 2" TYPE RGS CONDUIT	251 LF	59.07	14,826.57
0029	5265000000-E	SP	GENERIC LIGHTING ITEM 16#6 W/G FEEDER CKT. THHN/THWN WIRE IN 3" TYPE PVC CONDUIT	140 LF	68.77	9,627.80
0030	5265000000-E	SP	GENERIC LIGHTING ITEM 16#6 W/G FEEDER CKT. THHN/THWN WIRE IN 3" TYPE RGS CONDUIT	60 LF	107.74	6,464.40
0031	5265000000-E	SP	GENERIC LIGHTING ITEM 2#8 W/G FEEDER CKT. THHN/THWN WIRE IN 1 1/4" TYPE PVC80 CONDUIT	1,276 LF	21.33	27,217.08
0032	5265000000-E	SP	GENERIC LIGHTING ITEM 2#8 W/G FEEDER CKT. THHN/THWN WIRE IN 1 1/4" TYPE RGS CONDUIT	415 LF	25.78	10,698.70

Contract Item Sheets For C203620

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0033	5265000000-E	SP	GENERIC LIGHTING ITEM 2#8, 2#6 W/G FEEDER CKT. THHN/ THWN WIRE IN 1 1/4" TYPE PVC80 CONDUIT	4,766 LF	18.57	88,504.62
0034	5265000000-E	SP	GENERIC LIGHTING ITEM 28#6 W/G FEEDER CKT. THHN/THWN WIRE IN 3" TYPE PVC CONDUIT	97 LF	83.90	8,138.30
0035	5265000000-E	SP	GENERIC LIGHTING ITEM 28#6 W/G FEEDER CKT. THHN/THWN WIRE IN 3" TYPE RGS CONDUIT	29 LF	245.39	7,116.31
0036	5265000000-E	SP	GENERIC LIGHTING ITEM 32#6 W/G FEEDER CKT. THHN/THWN WIRE IN 3" TYPE PVC CONDUIT	97 LF	89.96	8,726.12
0037	5265000000-E	SP	GENERIC LIGHTING ITEM 32#6 W/G FEEDER CKT. THHN/THWN WIRE IN 3" TYPE RGS CONDUIT	29 LF	130.90	3,796.10
0038	5265000000-E	SP	GENERIC LIGHTING ITEM 4#6 W/G FEEDER CKT. THHN/THWN WIRE IN 1 1/4" TYPE RGS CONDUIT	101 LF	49.73	5,022.73
0039	5265000000-E	SP	GENERIC LIGHTING ITEM 4#8 W/G FEEDER CKT. THHN/THWN WIRE IN 1 1/4" TYPE PVC80 CONDUIT	6,075 LF	17.34	105,340.50
0040	5265000000-E	SP	GENERIC LIGHTING ITEM 4#8, 2#6 W/G FEEDER CKT. THHN/ THWN WIRE IN 1 1/4" TYPE PVC80 CONDUIT	2,656 LF	22.04	58,538.24
0041	5265000000-E	SP	GENERIC LIGHTING ITEM 6#6 W/G FEEDER CKT. THHN/THWN WIRE IN 1 1/4" TYPE RGS CONDUIT	82 LF	49.39	4,049.98
0042	5265000000-E	SP	GENERIC LIGHTING ITEM 6#8 W/G FEEDER CKT. THHN/THWN WIRE IN 1 1/4" TYPE PVC80 CONDUIT	5,593 LF	19.31	108,000.83
0043	5270000000-N	SP	GENERIC LIGHTING ITEM EQUIPMENT DISCONNECT	1 EA	698.69	698.69
0044	5270000000-N	SP	GENERIC LIGHTING ITEM INSTALL LED LUMINAIRE (ROADWAY)	19 EA	1,270.90	24,147.10

Contract Item Sheets For C203620

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0045	5270000000-N	SP	GENERIC LIGHTING ITEM INSTALL LED LUMINAIRE (TUNNEL)	652 EA	1,875.90	1,223,086.80
0046	5270000000-N	SP	GENERIC LIGHTING ITEM LIGHT CONTROL EQUIPMENT, TYPE TU (TUNNEL 104)	1 EA	14,026.00	14,026.00
0047	5270000000-N	SP	GENERIC LIGHTING ITEM LIGHT CONTROL EQUIPMENT, TYPE TU (TUNNEL 17)	1 EA	14,026.00	14,026.00
0048	5270000000-N	SP	GENERIC LIGHTING ITEM LIGHT STANDARD JUNCTION BOX	28 EA	594.05	16,633.40
0049	5270000000-N	SP	GENERIC LIGHTING ITEM LIGHTING CONTROL EQUIPMENT, TY PE TU (TUNNEL 15)	1 EA	14,026.00	14,026.00
0050	5270000000-N	SP	GENERIC LIGHTING ITEM PACKAGED DIESEL GENERATOR SET (FOR TUNNEL 104)	1 EA	116,312.00	116,312.00
0051	5270000000-N	SP	GENERIC LIGHTING ITEM PACKAGED DIESEL GENERATOR SET (FOR TUNNELS 15 & 17)	1 EA	152,520.00	152,520.00
0052	5270000000-N	SP	GENERIC LIGHTING ITEM PACKAGED EQUIPMENT ENCLOSURE (FOR TUNNEL 104 LIGHTING SYSTE M)	1 EA	256,564.00	256,564.00
0053	5270000000-N	SP	GENERIC LIGHTING ITEM PACKAGED EQUIPMENT ENCLOSURE (FOR TUNNELS 15 & 17 LIGHTING SYSTEM)	1 EA	261,189.00	261,189.00
0054	5270000000-N	SP	GENERIC LIGHTING ITEM REMOVE LUMINAIRE (ROADWAY)	19 EA	717.22	13,627.18
0055	5270000000-N	SP	GENERIC LIGHTING ITEM REMOVE LUMINAIRE (TUNNEL)	584 EA	161.32	94,210.88
0056	5270000000-N	SP	GENERIC LIGHTING ITEM SPARE LED LUMINAIRE (TUNNEL)	30 EA	1,037.70	31,131.00
0057	6000000000-E	1605	TEMPORARY SILT FENCE	100 LF	4.36	436.00
0058	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	50 TON	150.00	7,500.00

Contract Item Sheets For C203620

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0059	6012000000-E	1610	SEDIMENT CONTROL STONE	15 TON	150.00	2,250.00
0060	6015000000-E	1615	TEMPORARY MULCHING	1 ACR	1,635.00	1,635.00
0061	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	50 LB	10.90	545.00
0062	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	0.25 TON	4,360.00	1,090.00
0063	6029000000-E	SP	SAFETY FENCE	180 LF	2.18	392.40
0064	6030000000-E	1630	SILT EXCAVATION	80 CY	225.00	18,000.00
0065	6084000000-E	1660	SEEDING & MULCHING	0.5 ACR	4,360.00	2,180.00
0066	6087000000-E	1660	MOWING	0.5 ACR	545.00	272.50
0067	6090000000-E	1661	SEED FOR REPAIR SEEDING	50 LB	10.90	545.00
0068	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.5 TON	4,360.00	2,180.00
0069	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	50 LB	16.35	817.50
0070	6108000000-E	1665	FERTILIZER TOPDRESSING	0.5 TON	4,360.00	2,180.00
0071	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR	54.50	545.00
0072	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	100 EA	490.50	49,050.00
0073	8664000000-E	SP	SHOTCRETE REPAIRS	1,985.5 CF	875.00	1,737,312.50
0074	8874000000-E	SP	GENERIC STRUCTURE ITEM FOUNDATION CONDITIONING MATERIAL FOR CONCRETE SLABS	62 TON	54.50	3,379.00
0075	8881000000-E	SP	GENERIC STRUCTURE ITEM CONCRETE SLABS	17 CY	599.50	10,191.50
0076	8893000000-E	SP	GENERIC STRUCTURE ITEM EPOXY COATING	21,200 SY	52.00	1,102,400.00

Contract Item Sheets For C203620

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0077	8897000000-N	SP	GENERIC STRUCTURE ITEM DRAINAGE PIPE CLEANOUT	3 EA	20,000.00	60,000.00

TOTAL AMOUNT OF BID FOR ENTIRE PROJECT

\$6,948,501.46

0942/Jan08/Q57676.75/D381010700000/E77

Contract No. C203620
County Haywood

Rev. 5-19-11

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

CORPORATION

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

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

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

SIGNATURE OF CONTRACTOR

Lanford Brothers Company, Inc.

Full name of Corporation

P.O. Box 7330 Roanoke, VA 24019

Address as Prequalified

Attest

Marjorie L. Curdiffe
Secretary/~~Assistant Secretary~~
Select appropriate title

By

Patrick McDaniel
President/Vice President/Assistant Vice President
Select appropriate title

Marjorie L. Curdiffe
Print or type Signer's name

Patrick McDaniel
Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

15th day of January 2015
Phyllis Giles #227628
Signature of Notary Public

NOTARY SEAL

of Botetourt County

State of Virginia

My Commission Expires: 2/28/15

DEBARMENT CERTIFICATION

Conditions for certification:

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

DEBARMENT CERTIFICATION

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

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

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

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

☐

Check here if an explanation is attached to this certification.

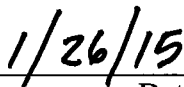
Contract No. C203620

County Haywood

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

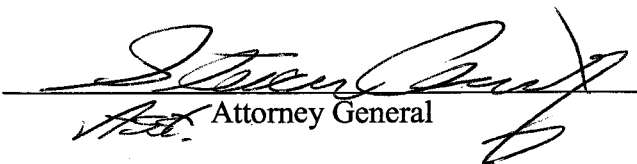


Contract Officer



Date

Execution of Contract and Bonds
Approved as to Form:


Attorney General

Signature Sheet (Bid - Acceptance by Department)

Bond No. 106129574

Contract No. C203620
County Haywood

Rev 5-17-11

CONTRACT PAYMENT BOND

Date of Payment Bond Execution January 7, 2015

Name of Principal Contractor Lanford Brothers Company, Inc.

Name of Surety: Travelers Casualty and Surety Company of America

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

Amount of Bond: (\$6,948,501.46) Six Million Nine Hundred Forty Eight
Thousand Five Hundred One Dollars and 46/100

Contract ID No.: C203620

County Name: Haywood

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. C203620
County Haywood

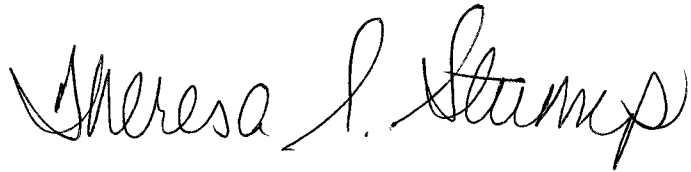
Rev 5-17-11

CONTRACT PAYMENT BOND

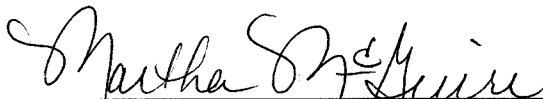
Affix Seal of Surety Company

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

By Theresa S. Stump
Print, stamp or type name of Attorney-in-Fact



Signature of Attorney-in-Fact


Signature of Witness

Martha McGuire
Print or type Signer's name

10 Franklin Road, S.E., Suite 550

Roanoke, VA 24011
Address of Attorney-in-Fact

Contract No. C203620
County Haywood

Rev 5-17-11

CONTRACT PAYMENT BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Lanford Brothers Company, Inc.

Full name of Corporation

P. O. Box 7330, Roanoke, VA 24019-0330

Address as prequalified

By Kenneth L. Lanford
Signature of President, ~~Vice President~~, Assistant ~~Vice President~~
Select appropriate title

Kenneth L. Lanford
Print or type Signer's name

Affix Corporate Seal

Attest

Marjorie L. Curditt
Signature of Secretary, Assistant Secretary-
Select appropriate title

Marjorie L. Curditt
Print or type Signer's name



POWER OF ATTORNEY

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

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

Surety Bond No. 106129574

Principal: Lanford Brothers Company, Inc.

OR

Project Description: NC DOT Corporation Contract Performance
and Payment Bond Rev 5-11 (Class A
Contract (602))

Obligee: North Carolina Department of Transportation

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

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

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

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



State of Connecticut

City of Hartford ss.

By:

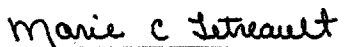

Robert L. Raney, Senior Vice President

On this the **10th** day of **September, 2012**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

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




Marie C. Tetreault, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of January, 2015.



Kevin E. Hughes, Assistant Secretary



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

Contract No. C203620
County Haywood

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: January 7, 2015

Name of Principal Contractor: Lanford Brothers Company, Inc.

Name of Surety: Travelers Casualty and Surety Company of America

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

Amount of Bond: (\$6,948,501.46) Six Million Nine Hundred Forty Eight
Thousand Five Hundred One Dollars and 46/100

Contract ID No.: C203620

County Name: Haywood

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. C203620
County Haywood

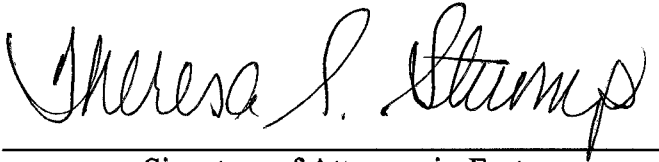
Rev 5-17-11

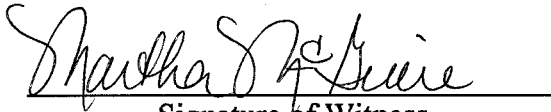
CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

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

By Theresa S. Stump
Print, stamp or type name of Attorney-in-Fact


Signature of Attorney-in-Fact


Signature of Witness

Martha McGuire
Print or type Signer's name

10 Franklin Road, S.E., Suite 550

Roanoke, VA 24011
Address of Attorney-in-Fact

Contract No. C203620
County Haywood

Rev 5-17-11

CONTRACT PERFORMANCE BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Lanford Brothers Company, Inc.

Full name of Corporation

P. O. Box 7330, Roanoke, VA 24019-0330

Address as prequalified

By Kenneth L. Lanford
Signature of President, ~~Vice President~~, Assistant ~~Vice President~~
Select appropriate title

Kenneth L. Lanford
Print or type Signer's name

Affix Corporate Seal

Attest

Marjorie L. Curditt
Signature of Secretary, ~~Assistant Secretary~~
Select appropriate title

Marjorie L. Curditt
Print or type Signer's name



POWER OF ATTORNEY

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

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

Surety Bond No. 106129574

Principal: Lanford Brothers Company, Inc.

OR

Project Description: NC DOT Corporation Contract Performance
and Payment Bond Rev 5-11 (Class A
Contract (602))

Obligee: North Carolina Department of Transportation

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

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

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

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



State of Connecticut

City of Hartford ss.

By:


Robert L. Raney, Senior Vice President

On this the **10th** day of **September, 2012**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

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




Marie C. Tetreault, Notary Public

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

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

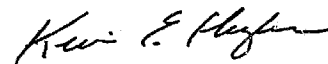
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of January, 2015.



Kevin E. Hughes, Assistant Secretary



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