

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION 1

PROPOSAL

DATE AND TIME OF BID OPENING: OCTOBER 7, 2026 AT 2:00 PM

CONTRACT ID: DA00711

WBS ELEMENT NO.: 15BPR.164.3

FEDERAL AID NO.: STATE FUNDED

COUNTY: BEAUFORT

TIP NO.: N/A

MILES: N/A

ROUTE NO.: NC-306

LOCATION: BAYVIEW AND AURORA FERRY TERMINALS

★ **TYPE OF WORK:** STRUCTURAL, MECHANICAL, AND ELECTRICAL
REHABILITATION OF EXISTING RAMP STRUCTURES ★

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$40,000 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.

THIS IS A STRUCTURE PROJECT.

BID BOND IS REQUIRED.

NAME OF BIDDER

ADDRESS OF BIDDER

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. DA00711 IN BEAUFORT COUNTY, NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION,
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **DA00711**; 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 Department 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 *2024 Standard Specifications for Roads and Structures* by the date(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 Contract No. **DA00711** in **Beaufort 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 2024* 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 or Division Engineer.

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.

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INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement may cause the bid to be considered irregular and may be grounds for rejection of the bid.

For preparing and submitting the bid electronically, refer to Subarticle 102-8(B) of the *Standard Specifications*.

Bidders that bid electronically on Raleigh Central-Let projects will need a separate request to bid from the approved electronic bidding website for Division Contracts.

ELECTRONIC ON-LINE BID:

1. Plans and the proposal can be found on the Connect NCDOT website.
2. In accordance with Subarticle 102-8(B)(1) of the *Standard Specifications*, obtain an account and valid Digital Signature to bid with Bid Express (bidx.com)
3. In accordance with Subarticle 102-8(B)(3) of the *Standard Specifications*, if bid bond is required and bid deposit is not chosen register bond with Surety2000 or Tinubu and submit with the online bid.
4. In accordance with Article 102-3 of the *Standard Specifications*, registration on the Interested Parties List is required unless SP1 G02 Interested Parties List Not Required provision is included in the proposal.
5. Prepare and submit a bid electronically using the approved electronic bidding provider website.
4. Electronic bidding website necessary for electronic bidding can be found on the Bid Express website following the directions at: <https://connect.ncdot.gov/letting/Pages/Electronic-Bidding.aspx>.
5. Questions should be emailed 7 calendar days prior to the bid opening to **Mark S. Winslow** at **mswinslow@ncdot.gov**. Contact with any other NCDOT personnel concerning this project is strictly prohibited, unless otherwise noted, and may result in bids being considered non-responsive.

PROJECT SPECIAL PROVISIONS**GENERAL****BIDS OVER LIMIT:**

(08-01-16)

SPD 01-400

In accordance with GS 136-28.1(b), if the total bid amount of the contract exceeds \$5.0 million, the bid will not be considered for award.

DIVISION LET CONTRACT PREQUALIFICATION:

(07-01-14)(12-1-16)

SPD 01-410

Any firm that wishes to bid as a prime contractor shall be prequalified as a Bidder or PO Prime Contractor prior to submitting a bid. Information regarding prequalification can be found at: <https://connect.ncdot.gov/business/Prequal/Pages/default.aspx>.

Prior to performing the work, the prime contractor and/or subcontractor(s) shall be prequalified in the work code(s) which are identified as work items in the prime contractor's construction progress schedule that they will complete themselves. Any contractor identified as working outside their expertise may be considered in default of contract.

BOND REQUIREMENTS:

(6-1-16)(Rev.1-16-24)

102-8, 102-10

SPD 01-420A

A Bid Bond is required in accordance with Article 102-10 of the *Standard Specifications for Roads and Structures*.

Contract Payment and Performance Bonds are required in accordance with Article 103-7 of the *Standard Specifications*.

CONTRACTOR CLAIM SUBMITTAL FORM:

(2-12-14)

104-3

SPD 01-440

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the Construction Unit or at <https://connect.ncdot.gov/projects/construction/Pages/Construction-Resources.aspx> as Form CCSF under Construction Forms.

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer in writing, with detailed justification, prior to submitting the final invoice payment. Once an invoice is received and accepted that is marked as "Final", the Contractor shall be barred from recovery.

CONTRACT TIME AND LIQUIDATED DAMAGES:

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

108

SP1 G10 A

The date of availability for this contract is **December 1, 2026**.

The completion date for this contract is **May 31, 2027**.

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 **Six Hundred Dollars (\$ 600.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

The Contractor shall not impact Ferry Operation without a closure/impact plan approved 2 weeks in advance of the work. The closure/impact plan shall be approved by NCDOT and EOR. The contractor shall provide NCDOT and EOR 1 week minimum to review the closure/impact plan.

The intermediate contract time begins upon unapproved impact to Ferry Operations.

The intermediate contract time ends upon removal of the unapproved impact to Ferry Operations.

The liquidated damages are **Five Hundred Dollars (500.00)** per hour or portion thereof.

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

The Contractor shall not perform any work on this project that disrupts Ferry Operations during the following time restrictions:

DAY AND TIME RESTRICTIONS

MONDAY – FRIDAY

- BAYVIEW FERRY TERMINAL: 5:30 AM – 7:30 AM & 3:15 PM – 7:00 PM
- AURORA FERRY TERMINAL: 6:00 AM – 8:15 AM & 3:45 PM – 6:30 PM

The time of availability for this intermediate contract work shall be the time the Contractor begins work.

The completion time for this intermediate contract work shall be the time the Contractor completes work.

THE BAYVIEW AND AURORA FERRY TERMINAL OPERATIONS WILL BE SUSPENDED ON SATURDAYS AND SUNDAYS.

The liquidated damages are **Five Hundred Dollars (500.00)** per hour or portion thereof.

PROSECUTION OF WORK:

(7-1-95) (Rev. 8-21-12)

108

SP1 G15R

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of \$ **250.00** will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work on time.

MAJOR CONTRACT ITEMS:

(2-19-02)(Rev. 1-16-24)

104

SP1 G28

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

Line #	Description
8	GENERIC STR. ITEM, PILE JACKETS
9	GENERIC STR. ITEM, UNTREATED WHITE OAK TIMBER
10	GENERIC STR. ITEM, STEEL PILE REPAIRS
11	GENERIC STR. ITEM, ULTRA-HIGH MOLECULAR WEIGHT POLYETHYLENE

SPECIALTY ITEMS:

(7-1-95)(Rev. 1-16-24)

108-6

SP1 G37

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

Line #	Description
2	Erosion Control

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (DIVISIONS):

(10-16-07)(Rev. 10-21-25)

102-15(J)

SP1 G67

Description

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

Definitions

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

Combined MBE/WBE Goal: A portion of the total contract, expressed as a percentage that is to be performed by committed MBE/WBE subcontractors.

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

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

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

Manufacturer - A firm that owns (or leases) and operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Contractor. A firm that makes minor modifications to the materials, supplies, articles, or equipment is not a manufacturer.

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

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

Regular Dealer - A firm that owns (or leases), and operates a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in sufficient quantities, 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, concrete or concrete products, gravel, stone, asphalt and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Any supplement of regular dealers' own distribution equipment shall be by a long-term operating lease and not on an ad hoc or contract-by-contract basis.

Distributor – A firm that engages in the regular sale or lease of the items specified by the contract. A distributor assumes responsibility for the items it purchases once they leave the point of origin (e.g., a manufacturer's facility), making it liable for any loss or damage not covered by the carrier's insurance.

Replacement / Substitution – A full or partial reduction in the amount of work subcontracted to a committed (or an approved substitute) MBE/WBE firm.

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

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

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

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

Forms and Websites Referenced in this Provision

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

DBE-IS Subcontractor Payment Information - Form for reporting the payments made to all MBE/WBE firms working on the project. This form is for paper bid projects only.
<https://connect.ncdot.gov/business/Turnpike/Documents/Form%20DBE-IS%20Subcontractor%20Payment%20Information.pdf>

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

SAF Subcontract Approval Form - Form required for approval to sublet the contract.
<https://connect.ncdot.gov/projects/construction/Construction%20Forms/SAF%20Form%20-%20Subcontract%20Approval%20Form%20Revised%2004-19.xlsm>

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

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

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

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

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

DBE Regular Dealer/Distributor Affirmation Form – Form is used to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively of the cost of materials or supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 49 CFR 26.55 under the contract at issue. A Contractor will submit the completed form with the Letter of Intent. <https://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20Regular%20Dealer-Distributor%20Affirmation%20Form%20-%20USDOT%202024.pdf>

Combined MBE/WBE Goal

There is NO MBE/WBE Goal for this project.

Directory of Transportation Firms (Directory)

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

<https://www.ebs.nc.gov/VendorDirectory/default.html>

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

Listing of MBE/WBE Subcontractors

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

(A) Electronic Bids

Bidders shall submit a listing of MBE and WBE participation in the appropriate section of the electronic submittal file.

- (1) Submit the names and addresses of MBE and WBE firms identified to participate in the contract. If the bidder uses the updated listing of MBE and WBE firms shown

in the electronic submittal file, the bidder may use the dropdown menu to access the name and address of the firms.

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

(B) Paper Bids

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

MBE or WBE Prime Contractor

When a certified MBE or WBE firm bids on a contract that contains a Combined MBE/WBE Goal, the 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 MBE or WBE bidder on a contract will meet the Combined MBE/WBE goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the MBE or WBE bidder and any other similarly certified subcontractors will count toward the goal. The MBE or WBE bidder shall list itself along with any MBE or WBE subcontractors, if any, in order to receive credit toward the goals.

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

Written Documentation – Letter of Intent

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

The documentation shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the Combined MBE/WBE goal, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the Combined MBE/WBE goal. If the lack of this participation drops the commitment below the Combined MBE/WBE goal, the Contractor shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the Engineer no later than 2:00 p.m. of the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

Banking MBE/WBE Credit

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

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

Submission of Good Faith Effort

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

One complete set and 0 copies of this information shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

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

Consideration of Good Faith Effort for Projects with a Combined MBE/WBE Goal More Than Zero

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs that are also prequalified subcontractors. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the Combined MBE/WBE goal will be achieved.
 - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

- (2) Negotiate with subcontractors to assume part of the responsibility to meet the advertised goal when the work to be sublet includes potential for MBE/WBE participation (2nd and 3rd tier subcontractors).
- (C) Providing interested certified MBEs/WBEs that are also prequalified subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D)
 - (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as the advertised goal into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the advertised 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 MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at BOWD@ncdot.gov to give notification of the bidder's inability to get MBE or WBE quotes.

- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the advertised 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 Combined MBE/WBE goal.
- (2) The bidders' past performance in meeting the contract goal.
- (3) The performance of other bidders in meeting the advertised goal. For example, when the apparent successful bidder fails to meet the 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 advertised goal, but meets or exceeds the average MBE and WBE participation obtained by other bidders, the Department may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

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

Non-Good Faith Appeal

The 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 Engineer. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

Counting MBE/WBE Participation Toward Meeting the Combined MBE/WBE Goal

(A) Participation

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

(B) Joint Checks

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

and the use of joint checks shall be in accordance with the Department's Joint Check Procedures.

(C) Subcontracts (Non-Trucking)

A MBE/WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the anticipated MBE participation. The same holds for work that a WBE subcontracts to another WBE firm. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward the contract goal requirement. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the MBE or WBE participation breakdown. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified firms and there is no interest or availability, and they can get assistance from other certified firms, the Engineer will not hold the prime responsible for meeting the individual MBE or WBE breakdown. If a MBE or WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or WBE is not performing a commercially useful function.

(D) Joint Venture

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

(E) Manufacturer, Regular Dealer, Distributor

A Contractor may count toward its MBE/WBE requirement 40 percent of its expenditures for materials or supplies (including transportation costs) from a MBE/WBE distributor, 60 percent of its expenditures for materials or supplies (including transportation costs) from a MBE/WBE regular dealer and 100 percent of such expenditures obtained from a MBE/WBE manufacturer.

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

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

transportation charges for the delivery of materials or supplies. Do not count any portion of the cost of the materials and supplies themselves.

A Contractor will submit a completed *DBE Regular Dealer/Distributor Affirmation Form* with the Letter of Intent to the Engineer. The Engineer will forward to the State Contractor Utilization Engineer or DBE@ncdot.gov. The State Contractor Utilization Engineer will make a preliminary assessment as to whether a MBE/WBE supplier has the demonstrated capacity to perform a commercially useful function (CUF) on a contract-by-contract basis *prior* to its participation.

Commercially Useful Function

(A) MBE/WBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is performing and the MBE/WBE credit claimed for its performance of the work, and any other relevant factors. If it is determined that a MBE or WBE is not performing a Commercially Useful Function, the contractor may present evidence to rebut this presumption to the Department.

(B) MBE/WBE Utilization in Trucking

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

- (1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the Combined MBE/WBE goal.
- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE

may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the participation breakdown. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime responsible for meeting the individual MBE or WBE participation breakdown.

- (5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.
- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

MBE/WBE Replacement

When a Contractor has relied on a commitment to a MBE or WBE subcontractor (or an approved substitute MBE or WBE subcontractor) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE subcontractor or any portion of its work for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another MBE/WBE subcontractor, a non-MBE/WBE subcontractor, or with the Contractor's own forces or those of an affiliate.

The Contractor must give notice in writing both by certified mail and email to the MBE/WBE subcontractor, with a copy to the Engineer of its intent to request to terminate a MBE/WBE subcontractor or any portion of its work, and the reason for the request. The Contractor must give the MBE/WBE subcontractor five (5) business days to respond to the Contractor's Notice of Intent

to Request Termination and/or Substitution. If the MBE/WBE subcontractor objects to the intended termination/substitution, the MBE/WBE, within five (5) business days must advise the Contractor and the Department of the reasons why the action should not be approved. The five-day notice period shall begin on the next business day after written notice is provided to the MBE/WBE subcontractor.

A committed MBE/WBE subcontractor may only be terminated or any portion of its work after receiving the Department's written approval based upon a finding of good cause for the proposed termination and/or substitution. Good cause does not exist if the Contractor seeks to terminate a MBE/WBE or any portion of its work that it relied upon to obtain the contract so that the Contractor can self-perform the work for which the MBE/WBE was engaged, or so that the Contractor can substitute another MBE/WBE or non- MBE/WBE contractor after contract award. For purposes of this section, good cause shall include the following circumstances:

- (a) The listed MBE/WBE subcontractor fails or refuses to execute a written contract;
- (b) The listed MBE/WBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the MBE/WBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (c) The listed MBE/WBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (d) The listed MBE/WBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (e) The listed MBE/WBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR parts 180, 215 and 1200 or applicable State law;
- (f) The listed MBE/WBE subcontractor is not a responsible contractor;
- (g) The listed MBE/WBE voluntarily withdraws from the project and provides written notice of withdrawal;
- (h) The listed MBE/WBE is ineligible to receive MBE/WBE credit for the type of work required;
- (i) A MBE/WBE owner dies or becomes disabled with the result that the listed MBE/WBE contractor is unable to complete its work on the contract; and
- (j) Other documented good cause that compels the termination of the MBE/WBE subcontractor.

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

(A) Performance Related Replacement

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

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

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

(B) Decertification Replacement

- (1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement but not the overall goal.
 - (i) If the MBE/WBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract. The Department may continue to count participation equal to the remaining work performed by the decertified firm which will count toward the contract goal requirement and overall goal.
 - (ii) If the MBE/WBE's ineligibility is caused solely by its acquisition by or merger with a non- MBE/WBE during the performance of the contract. The Department may not continue to count the portion of the decertified firm's performance on the contract remaining toward either the contract goal or the overall goal, even if the Contractor has executed a subcontract with the firm or the Department has executed a prime contract with the MBE/WBE that was later decertified.
- (2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same

amount of work to meet the Combined MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

All requests for replacement of a committed MBE/WBE 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.

Changes in the Work

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

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

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

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

Reports and Documentation

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

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

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

Reporting Minority and Women Business Enterprise Participation

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

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

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

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

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

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

At any time, the Engineer can request written verification of subcontractor payments. The Contractor shall report the accounting of payments through the Department's DBE Payment Tracking System.

Failure to Meet Contract Requirements

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

RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:

(11-17-20)

SP01 G090

All telecommunications, video or other ITS equipment or services installed or utilized on this project must be in conformance with UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS 2 CFR, § 200.216 **Prohibition on certain telecommunications and video surveillance services or equipment.**

USE OF UNMANNED AIRCRAFT SYSTEM (UAS):

(8-20-19)(Rev. 3-17-26)

SP1 G092

The Contractor shall adhere to all Federal, State and Local regulations and guidelines for the use of Unmanned Aircraft Systems (UAS). This includes but is not limited to US 14 CFR Part 107, NC GS 15A-300, American Security Drone Act of 2023 (ASDA), Office of Management and Budget (OMB) Memorandum M-26-02, all FAA rules, regulations and policies and all NCDOT UAS Policies. The required operator certifications include possessing a current Federal Aviation Administration (FAA) Remote Pilot Certificate, as well as operating a UAS registered with the FAA.

All UAS operations shall be approved by the Engineer prior to beginning the operations.

All contractors or subcontractors operating UAS shall have UAS specific general liability insurance to cover all operations under this contract.

The use of UAS is at the Contractor's discretion. No measurement or payment will be made for the use of UAS. In the event that the Department directs the Contractor to utilize UAS, payment will be in accordance with Article 104-7 Extra Work.

EQUIPMENT IDLING GUIDELINES:

(1-19-21)

107

SP1 G096

Exercise reduced fuel consumption and reduced equipment emissions during the construction of all work associated with this contract. Employees engaged in the construction of this project should turn off vehicles when stopped for more than thirty (30) minutes and off-highway equipment should idle no longer than fifteen (15) consecutive minutes.

These guidelines for turning off vehicles and equipment when idling do not apply to:

1. Idling when queuing.
2. Idling to verify the vehicle is in safe operating condition.
3. Idling for testing, servicing, repairing or diagnostic purposes.
4. Idling necessary to accomplish work for which the vehicle was designed (such as operating a crane, mixing concrete, etc.).
5. Idling required to bring the machine system to operating temperature.
6. Emergency vehicles, utility company, construction, and maintenance vehicles where the engines must run to perform needed work.
7. Idling to ensure safe operation of the vehicle.
8. Idling when the propulsion engine is providing auxiliary power for other than heating or air conditioning. (such as hydraulic systems for pavers)
9. When specific traffic, safety, or emergency situations arise.
10. If the ambient temperature is less than 32 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants (e.g. to run the heater).
11. If the ambient temperature is greater than 90 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants of off-highway equipment (e.g. to run the air conditioning) no more than 30 minutes.

12. Diesel powered vehicles may idle for up to 30 minutes to minimize restart problems.

Any vehicle, truck, or equipment in which the primary source of fuel is natural gas or electricity is exempt from the idling limitations set forth in this special provision.

COOPERATION BETWEEN CONTRACTORS:

(7-1-95)(Rev. 1-16-24)

105-7

SP1 G133

The Contractor's attention is directed to Article 105-7 of the Standard Specifications.

The Contractor on this project shall cooperate with the Contractor working within or adjacent to the limits of this project to the extent that the work can be carried out to the best advantage of all concerned.

ELECTRONIC BIDDING:

(8-18-26)

101, 102, 103

SP1 G140

Revise the *Standard Specifications* as follows:

Page 1-4, Article 101-3, DEFINITIONS, BID (OR PROPOSAL) *Electronic Bid*, line 3, replace “electronic bidding software” with “electronic bidding website”.

Page 1-16, Subarticle 102-8(B), Electronic Bids, lines 13-14, replace “electronic bidding software” with “electronic bidding website”.

Page 1-18, Article 102-10, BID BOND OR BID DEPOSIT, line 43, replace “electronic bidding software” with “electronic bidding website”.

Page 1-18, Article 102-11, DELIVERY OF BIDS, line 47, replace “electronic bidding software” with “electronic bidding website”.

Page 1-25, Subarticle 103-4(B)(2), Electronic Bids, line 20, replace the first paragraph with the following:

This form is located on the electronic submittal website. The bidder shall click on yes or no to indicate whether or not the bidder desires to limit the award, provide the award limit if desiring to limit the award, and provide the project number and county of the projects associated with the award limit.

TWELVE MONTH GUARANTEE:

(7-15-03)

108

SP1 G145

- (A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Department, and/or for use in excess of the design.

- (B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

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

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

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

OUTSOURCING OUTSIDE THE USA:

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

SP1 G150

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

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

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

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:

(1-16-07) (Rev. 10-15-24)

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 and within 24 hours after a rainfall event equal to or greater than 1.0 inch that occurs within a 24 hour period. Additional monitoring may be required at the discretion of Division of Water Resources personnel if the receiving stream is 303(d) listed for turbidity and the project has had documented problems managing turbidity.
 - (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
 - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
 - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
 - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
 - (g) Provide secondary containment for bulk storage of liquid materials.
 - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.

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

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

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

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

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

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

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

Preconstruction Meeting

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

Ethical Responsibility

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

Revocation or Suspension of Certification

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

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

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

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

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

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

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

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

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

Measurement and Payment

All work described within this provision and the role of 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.

NOTES TO CONTRACTOR:

(8-19-25)

SP1 G999B

SAFETY VESTS:

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel must wear an OSHA approved reflective vest or outer garment at all times while on the project.

COOPERATION WITH STATE FORCES:

The Contractor must cooperate with State forces working within the limits of this project as directed by the Engineer.

PERSONAL PROTECTIVE EQUIPMENT (PPE):

All personal protective equipment required for the Contractor's employees shall be furnished by the Contractor. Personal protective equipment includes, but is not limited to safety vests, eye protection, ear protection, hard hats, steel-toed shoes, gloves, etc.

TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL (TWIC) CARD:

Contractor personnel requiring unescorted access to secure or restricted areas of ferry vessels or facilities shall possess a valid Transportation Worker Identification Credential (TWIC) card in accordance with 49 CFR Part 1572, Transportation Security Administration (TSA), and U.S. Coast Guard requirements. Personnel without a TWIC card may access these areas only when properly escorted in accordance with facility security protocols.

PROJECT SPECIAL PROVISIONS**ROADWAY****TIMBER AND LUMBER:**

(4-21-26)

235, 866, 1046, 1050, 1082, 1084, 1089, 1540

SP10 R82

Revise the *Standard Specifications* as follows:

Page 2-23, Article 235-2 MATERIALS, line 26, add the following as the third sentence of the fourth paragraph.

Use pressure treated wood bases meeting the requirements of Section 1082.

Page 8-45, Article 866-2 MATERIALS, line 26, replace “1076-7” with “1050-8”.

Page 10-73, Subarticle 1046-3(C) Treated Timber Posts, line 8, replace “treated southern pine” with “pressure treated southern pine”.

Page 10-76, Subarticle 1050-2(A) General, line 3, replace “Use treated southern pine meeting Articles 1082-2 and 1082-3” with “Use pressure treated southern pine meeting Articles 1082-2 and 1082-3”.

Page 10-76, Subarticle 1050-2(A) General, lines 15-16, replace “All round posts” with “All round wood posts and braces”.

Page 10-76, Subarticle 1050-2(A) General, lines 19-20, delete the last sentence of the third paragraph and replace with the following:

The pieces shall show at least 3 annual rings per inch and shall be at least 30% summerwood. All timber and lumber shall conform to the material characteristics detailed in the Southern Pine Inspection Bureau (SPIB) grading rules for the designated grade and may bear the mark of an American Lumber Standards Committee (ALSC) accredited agency.

Page 10-177, Article 1082-1 GENERAL, lines 32-33, delete the first sentence of the first paragraph and replace with the following:

Use southern pine timber and lumber graded in accordance with the current grading rules of the SPIB and manufactured by a Department pre-approved producer/supplier. All timber and lumber shall conform to the material characteristics detailed in the SPIB grading rules for No. 1 Dense or Select Structural (Sel Str.) and bear the mark of an ALSC-accredited agency.

Page 10-177 and 10-178, Article 1082-1 GENERAL, lines 38-42 and line 1, delete the second through fourth sentence of the second paragraph and replace with the following:

Use approved inspection companies listed on the Department’s pre-approved producer/suppliers list. The inspection agency must perform inspections of preservative treated materials in accordance with AWP Standard M2. Each item shall bear the brand, hammer mark, ink stamp or

tag of the inspection agency to indicate it has been inspected. In lieu of commercial inspection, materials in Section 1082 manufactured by a facility that is audited by an ALSC-accredited agency and bearing the quality mark of that agency shall be acceptable for use. In addition, the Supplier must furnish Type 4 – Certified Test Reports and Type 6 – Supplier’s Certifications in accordance with Article 106-3. Type 6 – Supplier’s Certifications are required for each producer/supplier to include any chain of custody changes from the mill to the Department.

Page 10-178, Article 1082-2 UNTREATED TIMBER AND LUMBER, line 7, replace “Dense” with “Grade No. 1 Dense MC19”.

Page 10-178, Subarticle 1082-3(A) General, line 13, replace “lumber” with “timber and lumber” and replace “will not” with “with”.

Page 10-178, Subarticle 1082-3(B) Bridges, Fender Systems and Piles, lines 22 and 24, replace “Grade No. 1 Dense” with “Grade No. 1 Dense or Select Structural (Sel Str.)”.

Page 10-178, Subarticle 1082-3(B) Bridges, Fender Systems and Piles, lines 24-27, delete the third and fourth sentence of the first paragraph and replace with the following:

Timbers for bridges or fender systems that are 5 inches and thicker along the least dimension shall conform to Grade No. 1 Dense or Select Structural (Sel Str.).

Page 10-178, Subarticle 1082-3(B) Bridges, Fender Systems and Piles, line 28, delete and replace the second paragraph with the following:

Timber for piles shall be southern pine and meet the requirements of ASTM D25.

Page 10-178, Subarticle 1082-3(C) Guardrail Posts, Blockouts and related components, lines 33-34, replace “Southern Pine, conforming to Grade No. 1. Rough lumber will be acceptable.” with “southern pine, conforming to Grade No. 1 Dense.”.

Page 10-178, Subarticle 1082-3(D) Fence Posts and Braces, lines 37-39, delete the first paragraph and replace with the following:

Sawn fence posts and braces shall be southern pine, S4S, and conform to Grade No. 1 Dense.

Page 10-178, Subarticle 1082-3(E) Sign Posts and Battens, lines 42-44, delete the first and second sentence of the first paragraph and replace with the following:

Lumber or timbers for sign posts shall conform to Structural Light Framing, Grade No. 1 Dense.

Page 10-178, Subarticle 1082-3(E) Sign Posts and Battens, line 46, delete the first sentence of the second paragraph.

Page 10-179, Subarticle 1082-3(F) Poles, lines 2-3, delete the first sentence of the first paragraph and replace with the following:

Timber for poles shall be either treated southern pine or coastal douglas-fir and meet the requirements of ANSI O5.1.

Page 10-179, Subarticle 1082-4(A) General, line 8, replace “AASHTO M 133 or AWP Standards” with “AASHTO M 133 and AWP Standards”.

Page 10-179, Subarticle 1082-4(A) General, lines 14-15, delete the third paragraph.

Page 10-179, Subarticle 1082-4(A) General, line 19, replace “”areas include” with “areas including, but not limited to,”.

Page 10-179, Subarticle 1082-4(B) Timber Preservatives, line 24, replace “AASHTO M 133 or AWP Standards U1” with “AASHTO M 133 and AWP Standards U1”.

Page 10-179, Subarticle 1082-4(C) Bridges, Fender Systems and Piles, lines 27-28, replace “AASHTO M-133 or AWP Standard U1” with “AASHTO M 133 and AWP Standard U1”.

Page 10-179, Subarticle 1082-4(D) Guardrail Posts, Blockouts and Related Components, lines 32-33, replace “AASHTO M-133 or AWP Standard U1” with “AASHTO M 133 and AWP Standard U1”.

Page 10-179, Subarticle 1082-4(E) Fence Posts and Braces, lines 36 and 38, replace “AASHTO M-133 or AWP Standard U1” with “AASHTO M 133 and AWP Standard U1”.

Page 10-179, Subarticle 1082-4(E) Fence Posts and Braces, line 39, replace “except require retention of preservative as below” with “Commodity Specification B. Posts, UC4A”.

Page 10-180, Subarticle 1082-4(F) Sign Posts and Battens, line 2, replace “AASHTO M-133 or AWP Standard U1” with “AASHTO M 133 and AWP Standard U1”.

Page 10-180, Subarticle 1082-4(G) Poles, line 9, replace “AASHTO M-133 or AWP Standard U1” with “AASHTO M 133 and AWP Standard U1”.

Page 10-180, Subarticle 1084-1(A) Treated Timber Pile, line 16-17, delete and replace the first paragraph with the following:

Treated timber piles shall meet the requirements of Section 1082.

Page 10-195, Subarticle 1089-2(A)(1) Work Zone Signs (Stationary), line 44, add the following sentence to the second paragraph:

Pressure treat wood posts in accordance with Section 1082.

Page 15-18, Article 1540-2 MATERIALS, line 8, replace “1082-3” with “1082”.

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

(5-20-08)(Rev. 1-16-24)

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(D) of the *Standard Specifications*.

STANDARD SPECIAL PROVISION
ERRATA

(1-16-24)(Rev. 6-16-26)

Z-4

Revise the *2024 Standard Specifications* as follows:

Division 1

Page 1-1, Article 101-2 ABBREVIATIONS, line 25, replace "American Wood-Preservers' Association" with "American Wood Protection Association".

Page 1-18, Article 102-10 BID BOND OR BID DEPOSIT, line 26, replace " Subarticle 102-8(A)(8)(b)" with "Subarticle 102-8(A)(12)(b)".

Page 1-20, Subarticle 102-14(A) State Funded Projects, line 3, replace "\$30,000" with "\$40,000".

Page 1-20, Subarticle 102-14(B) Federal Aid Projects, line 7, replace "\$30,000" with "\$40,000".

Page 1-36, Subarticle 104-12(B) Evaluation of Proposals, line 21, replace "Design-Build Unit" with "Alternative Delivery Unit".

Page 1-36, Subarticle 104-12(D) Preliminary Review, line 37, replace "Design-Build Unit" with "Alternative Delivery Unit".

Page 1-37, Subarticle 104-12(E) Final Proposal, line 3, replace "Design-Build Unit" with "Alternative Delivery Unit".

Page 1-37, Subarticle 104-12(F) Design-Build VEPs, line 36, replace "Design-Build Unit" with "Alternative Delivery Unit".

Page 1-38, Subarticle 104-12(G) Modifications, line 1, replace "Design-Build Unit" with "Alternative Delivery Unit".

Division 3

Page 3-5, Article 305-2 MATERIALS, after line 16, replace " 1032-3(A)(7)" with "1032-3" and add the item "Galvanized Corrugated Steel Pipe" with Section "1032-3".

Page 3-6, Article 310-2 MATERIALS, after line 9, add the item "Galvanized Corrugated Steel Pipe" with Section "1032-3".

Division 6

Page 6-15, Article 610-1 DESCRIPTION, line 20, replace "The work includes" with "The work includes, but is not limited to,".

Page 6-15, Article 610-1 DESCRIPTION, line 22, replace “applying the tack coat as specified.” with “applying the tack coat in accordance with Section 605.”.

Page 6-30, Article 610-14 DENSITY ACCEPTANCE, line 39, replace “QC process.” with “QC process in accordance with Section 609.”.

Page 6-31, Article 610-16 MEASUREMENT AND PAYMENT, line 13, replace "*Hot Mix Asphalt Pavement*" with "*Asphalt Concrete _____ Course, Type _____*".

Page 6-50, Subarticle 661-4(A) Equipment, lines 4-7, replace the first two sentences of the seventh paragraph with the following:

When an erected fixed stringline is utilized for longitudinal profile and cross slope control furnish and erect the necessary guide line for the equipment.

Division 7

Page 7-18, Subarticle 710-10(A) General, lines 7-8, delete “for *Surface Testing Concrete Pavement*” from the last paragraph.

Division 8

Page 8-27, Article 846-1 DESCRIPTION, line 8, delete “4 inch” from the first paragraph.

Division 9

Page 9-17, Article 904-4 MEASUREMENT AND PAYMENT, prior to line 1, replace " Sign Erection, Relocate Type (Ground Mounted)" with “Sign Erection, Relocate Type ____ (Ground Mounted)”.

Division 10

Page 10-51, Article 1024-4 WATER, prior to line 1, delete the “unpopulated blank row” in Table 1024-2 between “Time of set, deviation from control” and “Chloride Ion Content, Max.”.

Page 10-170, Subarticle 1081-1(C) Requirements, line 4, replace "maximum" with “minimum”.

Division 11

Page 11-15, Article 1160-4 MEASUREMENT AND PAYMENT, line 24, replace “Where barrier units are moved more than one” with “Where barrier units are moved more than once”.

Division 15

Page 15-10, Article 1515-4 MEASUREMENT AND PAYMENT, lines 11, replace " All piping” with “All labor, the manhole, other materials, excavation, backfilling, piping”.

Division 16

Page 16-14, Article 1633-5 MEASUREMENT AND PAYMENT, line 20-24 and prior to line 25, delete and replace with the following " *Flocculant* will be measured and paid in accordance with Article 1642-5 applied to the temporary rock silt checks."

Page 16-3, Article 1609-2 MATERIALS, after line 26, replace "Type 4" with "Type 4a".

Page 16-25, Article 1644-2 MATERIALS, after line 22, replace "Type 4" with "Type 4a".

Page 16-27, Article 1644-5 MEASUREMENT AND PAYMENT, line 31, replace "Article 1630-4" with "Article 1630-3".

Division 17

Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, line 23, delete and replace "1.25" with "1-1/4".

Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, line 24, delete and replace "(1.25" with " , 1-1/4".

STANDARD SPECIAL PROVISION**PLANT AND PEST QUARANTINES**

(Imported Fire Ant, Guava Root Knot Nematode, Spongy Moth (formerly known as gypsy moth), Witchweed, Cogon Grass, And Any Other Regulated Noxious Weed or Plant Pest)

(3-18-03)(Rev. 3-18-25)

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, 919-707-3730, or <https://www.ncagr.gov/divisions/plant-industry/plant-protection/plant-industry-plant-pest-quarantines> 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 present a hazard of spreading imported fire ant, guava root knot nematode, spongy moth (formerly known as gypsy moth), witchweed, cogon grass, or other regulated noxious weed or plant pest.

STANDARD SPECIAL PROVISION**MINIMUM WAGES**

(7-21-09)

Z-5

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

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

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

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

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

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

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

STANDARD SPECIAL PROVISION**TITLE VI AND NONDISCRIMINATION:**

(6-28-77)(Rev 1/16/2024)

Z-6

The North Carolina Department of Transportation is committed to carrying out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts.

The provisions of this section related to United States Department of Transportation (US DOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21, 23 United States Code (U.S.C.) 140 and 23 CFR part 200 (or 49 CFR 303, 49 U.S.C. 5332 or 49 U.S.C. 47123) are applicable to all North Carolina Department of Transportation (NCDOT) contracts and to all related subcontracts, material supply, engineering, architectural and other service contracts, regardless of dollar amount. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.

(1) Title VI Assurances (USDOT Order 1050.2A, Appendix A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(a) Compliance with Regulations

The contractor (hereinafter includes consultants) shall comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(b) Nondiscrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(d) Information and Reports

The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books,

records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance:

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it and/or the FHWA may determine to be appropriate, including, but not limited to:

- (i) Withholding payments to the contractor under the contract until the contractor complies; and/or
- (ii) Cancelling, terminating, or suspending a contract, in whole or in part.

(f) Incorporation of Provisions

The contractor shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(2) Title VI Nondiscrimination Program (23 CFR 200.5(p))

The North Carolina Department of Transportation (NCDOT) has assured the USDOT that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, sex, age, or disability (including religion/creed or income-level, where applicable), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT must also comply with Title VI and related authorities, therefore:

- (a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:
 - 1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.

2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
 3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:

“The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award.”
 4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
 5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
 6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
 - (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
 - (d) The Contractor is responsible for notifying subcontractors of NCDOT’s External Discrimination Complaints Process.
 1. Applicability

Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.

2. Eligibility

Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.

3. Time Limits and Filing Options

Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:

- (i) The date of the alleged act of discrimination; or
- (ii) The date when the person(s) became aware of the alleged discrimination; or
- (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Title VI and related discrimination complaints may be submitted to the following entities:

- North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
- Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
- US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

4. Format for Complaints

Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.

5. Discrimination Complaint Form

Contact NCDOT Civil Rights to receive a full copy of the Discrimination Complaint Form and procedures.

6. Complaint Basis

Allegations must be based on issues involving race, color, national origin (LEP), sex, age, disability, or religion (in the context of employment, aviation or transit). "Basis" refers to the complainant's membership in a protected group category.

**TABLE 103-1
COMPLAINT BASIS**

Protected Categories	Definition	Examples	Applicable Nondiscrimination Authorities
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. <i>(Executive Order 13166)</i>
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin <i>(Limited English Proficiency)</i>	Place of birth. Citizenship is not a factor. <i>(Discrimination based on language or a person's accent is also covered)</i>	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual. <i>Note:</i> Sex under this program does not include sexual orientation.	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Religion (in the context of employment) <i>(Religion/ Creed in all aspects of any aviation or transit-related construction)</i>	An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. <i>Note:</i> Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.	Muslim, Christian, Sikh, Hindu, etc.	Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. <i>(49 U.S.C. 5332(b); 49 U.S.C. 47123)</i>

(3) Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- (i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- (l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- (m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).

(4) Additional Title VI Assurances

***The following Title VI Assurances (Appendices B, C and D) shall apply, as applicable*

- (a) Clauses for Deeds Transferring United States Property (1050.2A, Appendix B)

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the North Carolina Department of Transportation (NCDOT) will accept title to the lands and maintain the project constructed thereon in accordance with the North Carolina General Assembly, the Regulations for the Administration of the Federal-Aid Highway Program, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the NCDOT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the North Carolina Department of Transportation (NCDOT) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the NCDOT, its successors and assigns.

The NCDOT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the NCDOT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

(b) Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program (1050.2A, Appendix C)

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(a):

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - (i.) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

(c) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program (1050.2A, Appendix D)

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(b):

1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, the NCDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
3. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

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

(10-16-07) (Rev. 6-16-26)

Z-10

Description

The North Carolina Department of Transportation administers a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternative OJT Program. All Contractors will be automatically placed in the Alternative OJT Program.

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.

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

Minorities and Women

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special 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 Unit, will assign annual training goals based on the Contractor's activity over the past three years' on federal projects with the Department. At the beginning of each year, all eligible Contractors 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 implement a self-imposed on-the-job training program for the calendar year. This agreement will specify the annual training goals agreed upon by both parties. The number of training assignments may range from 1 to 15 per Contractor per calendar year, unless a higher number is agreed to by the Contractor. The Contractor shall sign an agreement committing to fulfill their annual goal for the year.

Training Classifications

The Contractor shall provide on-the-job training aimed at developing full journeyman level workers in the construction craft/operator positions.

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 special 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 trainees in each occupation shall be in their first year of 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 at minimum 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 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.

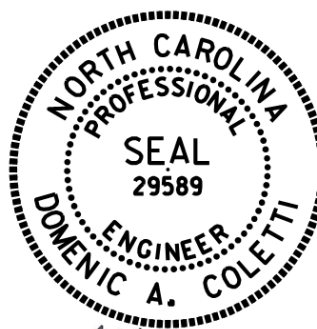
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Beaufort County

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8/27/2026

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Beaufort County

FALSEWORK AND FORMWORK

(11-30-23)

GENERAL

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

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

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

MATERIALS

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

DESIGN REQUIREMENTS

(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.

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.

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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 ½" from the edge of the top flange. Hanger hardware and rods must have a minimum safe working load of 6,000 lbs.

For link slabs, the top of girders directly beneath the link slab shall be free of overhang falsework attachments or other hardware. Submit calculations and working drawings for overhang falsework in the link slab region.

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.

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

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

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

Design falsework and formwork requiring submittals in accordance with the current edition of 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 surface damage.

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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		

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(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.

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.

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(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.

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.

MEASUREMENT AND PAYMENT

Unless otherwise specified, *Falsework and Formwork* will not be directly measured.

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

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SUBMITTAL OF WORKING DRAWINGS**(1-31-25)****GENERAL**

Submit working drawings in accordance with Article 105-2 of the *Standard Specifications* and this Special Provision. For this Special Provision, “submittals” refers to only those listed in this Special 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 Engineer. Either the Structures Management 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 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 Engineer, Structures Management Unit contacts or the Geotechnical Engineering Unit contacts noted below.

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.

ADDRESSES AND CONTACTS

For submittals to the Structures Management Unit, use the following addresses:

Via Email: SMU-wdr@ncdot.gov (do not cc SMU Working Drawings staff)

Via US mail:

Mr. D. N. Snoke, P. E.
State Structures Engineer
North Carolina Department
of Transportation
Structures Management Unit
1581 Mail Service Center
Raleigh, NC 27699-1581

Attention: Mr. J. L. Bolden, P. E.

Via other delivery service:

Mr. D. N. Snoke, P. E.
State Structures Engineer
North Carolina Department
of Transportation
Structures Management Unit
1000 Birch Ridge Drive
Raleigh, NC 27610

Attention: Mr. J. L. Bolden, P. E.

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

For projects in Divisions 1-7 (Eastern Regional Office):

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Via Email: EastGeotechnicalSubmittal@ncdot.gov

Via US mail:

Mr. Thomas Santee, P. E.
Assistant State Geotechnical
Engineer – Eastern Region
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Eastern Regional Office
1570 Mail Service Center
Raleigh, NC 27699-1570

Via other delivery service:

Mr. Thomas Santee, P. E.
Assistant State Geotechnical
Engineer – Eastern Region
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Eastern Regional Office
3301 Jones Sausage Road, Suite 100
Garner, NC 27529

For projects in Divisions 8-14 (Western Regional Office):

Via Email: WestGeotechnicalSubmittal@ncdot.gov

Via US mail or other delivery service:

Mr. Eric Williams, P. E.
Assistant State Geotechnical
Engineer – Western Region
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 Structures Management Unit can be viewed from the Unit's website, via the "[Drawing Submittal Status](#)" link.

The status of the review of geotechnical-related submittals sent to the Geotechnical Engineering Unit can be viewed from the Unit's website, via the "[Geotechnical Construction Submittals](#)" link.

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

Primary Structures Contact: James Bolden (919) 707 – 6408
jlbolden@ncdot.gov

Secondary Structures Contacts: Madonna Rorie (919) 707 – 6508
mlrorie@ncdot.gov

Eastern Regional Geotechnical Contact (Divisions 1-7):

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Thomas Santee (984) 920-8901
EastGeotechnicalSubmittal@ncdot.gov

Western Regional Geotechnical Contact (Divisions 8-14):

Eric Williams (980)258-6400
WestGeotechnicalSubmittal@ncdot.gov

SUBMITTAL COPIES

Furnish one complete copy of each submittal, including all attachments, to the Engineer. At the same time, submit a copy of the same complete submittal directly to the Structures Management Unit and/or the Geotechnical Engineering Unit as specified in the tables below.

The first table below covers “Structure Submittals.” The Engineer will receive review comments and drawing markups for these submittals from the Structures Management Unit. The second table in this section covers “Geotechnical Submittals.” The 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 Structures Management 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	Submittal Required by Structures Management Unit?	Submittal Required by Geotechnical Engineering Unit?	Contract Reference Requiring Submittal ¹
Arch Culvert Falsework	Y	N	Plan Note, SN Sheet & “Falsework and Formwork”
Box Culvert Falsework ⁷	Y	N	Plan Note, SN Sheet & “Falsework and Formwork”
Cofferdams	Y	Y	Article 410-4
Foam Joint Seals ⁶	Y	N	“Foam Joint Seals”
Expansion Joint Seals (hold down plate type with base angle)	Y	N	“Expansion Joint Seals”
Expansion Joint Seals (modular)	Y	N	“Modular Expansion Joint Seals”

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Expansion Joint Seals (strip seals)	Y	N	“Strip Seal Expansion Joints”
Falsework & Forms ² (substructure)	Y	N	Article 420-3 & “Falsework and Formwork”
Falsework & Forms (superstructure)	Y	N	Article 420-3 & “Falsework and Formwork”
Girder Erection over Railroad	Y	N	Railroad Provisions
Maintenance and Protection of Traffic Beneath Proposed Structure	Y	N	“Maintenance and Protection of Traffic Beneath Proposed Structure at Station ____”
Metal Bridge Railing	Y	N	Plan Note
Metal Stay-in-Place Forms	Y	N	Article 420-3
Metalwork for Elastomeric Bearings ^{4,5}	Y	N	Article 1072-8
Miscellaneous Metalwork ^{4,5}	Y	N	Article 1072-8
Disc Bearings ⁴	Y	N	“Disc Bearings”
Overhead and Digital Message Signs (DMS) (metalwork and foundations)	Y	N	Applicable Provisions
Placement of Equipment on Structures (cranes, etc.)	Y	N	Article 420-20
Prestressed Concrete Box Beam (detensioning sequences) ³	Y	N	Article 1078-11
Precast Concrete Box Culverts	Y	N	“Optional Precast Reinforced Concrete Box Culvert at Station ____”
Prestressed Concrete Cored Slab (detensioning sequences) ³	Y	N	Article 1078-11
Prestressed Concrete Deck Panels	Y	N	Article 420-3
Prestressed Concrete Girder (strand elongation and detensioning sequences)	Y	N	Articles 1078-8 and 1078- 11
Removal of Existing Structure over Railroad	Y	N	Railroad Provisions

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Revised Bridge Deck Plans (adaptation to prestressed deck panels)	Y	N	Article 420-3
Revised Bridge Deck Plans (adaptation to modular expansion joint seals)	Y	N	“Modular Expansion Joint Seals”
Sound Barrier Wall (precast items)	Y	N	Article 1077-2 & “Sound Barrier Wall”
Sound Barrier Wall Steel Fabrication Plans ⁵	Y	N	Article 1072-8 & “Sound Barrier Wall”
Structural Steel ⁴	Y	N	Article 1072-8
Temporary Detour Structures	Y	Y	Article 400-3 & “Construction, Maintenance and Removal of Temporary Structure at Station _____”
TFE Expansion Bearings ⁴	Y	N	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 Structures Management 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.

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GEOTECHNICAL SUBMITTALS

Submittal	Submittals Required by Geotechnical Engineering Unit	Submittals Required by Structures Management Unit	Contract Reference Requiring Submittal ¹
Drilled Pier Construction Plans ²	Y	N	Subarticle 411-3(A)
Crosshole Sonic Logging (CSL) Reports ²	Y	N	Subarticle 411-5(A)(2)
Pile Driving Equipment Data Forms ^{2,3}	Y	N	Subarticle 450-3(D)(2)
Pile Driving Analyzer (PDA) Reports ²	Y	N	Subarticle 450-3(F)(3)
Retaining Walls ⁴	Y; drawings and calculations	Y; drawings	Applicable Provisions
Temporary Shoring ⁴	Y; drawings and calculations	Y; drawings	“Temporary Shoring” & “Temporary Soil Nail Walls”

FOOTNOTES

- References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Subarticles refer to the *Standard Specifications*.
- Submit one hard copy of submittal to the Engineer. Submit a second copy of submittal electronically (PDF via email), US mail or other delivery service to the appropriate Geotechnical Engineering Unit regional office. Electronic submission is preferred.
- The Pile Driving Equipment Data Form is available from:
<https://connect.ncdot.gov/projects/construction/ConstManRefDocs/PILE%20DRIVING%20EQUIPMENT%20DATA%20FORM.pdf>
 See second page of form for submittal instructions.
- Electronic copy of submittal is required. See referenced provision.

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CRANE SAFETY

(12-5-25)

GENERAL

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 (OSHA) regulations.

Submit all items listed below to the Engineer prior to beginning crane operations. Changes in personnel or equipment must be reported to the Engineer and all applicable items listed below must be updated and submitted prior to continuing with crane operations.

CRANE SAFETY SUBMITTAL LIST

- (A) Competent Person:** Provide the name and qualifications of the “Competent Person” responsible for crane safety and lifting operations. The named competent person will have the responsibility and authority to stop any work activity due to safety concerns.
- (B) Riggers:** Provide the qualifications and experience of the persons responsible for rigging operations. Qualifications and experience should include, but not be limited to, weight calculations, center of gravity determinations, selection and inspection of sling and rigging equipment, and safe rigging practices.
- (C) Crane Inspections:** Inspection records for all cranes shall be current and readily accessible for review upon request.
- (D) Certifications:** Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) or the National Center for Construction Education and Research (NCCER). Other approved nationally accredited programs will be considered upon request. In addition, crane operators shall have a current CDL medical card. Submit a list of crane operator(s) and include current certification for each type of crane operated (small hydraulic, large hydraulic, small lattice, large lattice) and medical evaluations for each operator.

MEASUREMENT AND PAYMENT

No direct payment will be made for providing information, certifications and documentation required for *Crane Safety*.

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DA00711, 15BRP.164.1

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GROUT FOR STRUCTURES

(12-1-17)

GENERAL

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

MATERIAL REQUIREMENT

Unless otherwise noted on the plans, use a Type 3 Grout in accordance with Section 1003 of the *Standard Specifications*.

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

Construction loading and traffic loading shall not be allowed until the 3-day compressive strength is achieved.

SAMPLING AND PLACEMENT

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

MEASUREMENT AND PAYMENT

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

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SECURING OF VESSELS

(10-12-01)

GENERAL

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

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

MEASUREMENT AND PAYMENT

No separate payment will be made for *Securing of Vessels*.

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DA00711, 15BRP.164.1

Beaufort County

CONCRETE REPAIRS

(11-30-23)

GENERAL

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

The location and extent of repairs shown on the plans described herein 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. The Contractor shall coordinate removal operations with the Engineer. No more than 30% of a round or square column or 30% of the bearing area under a beam shall be removed without a temporary support system and approval from the Engineer.

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

SURFACE PREPARATION

Adhere to the following surface preparation requirements or the repair material manufacturer's requirements, whichever is more stringent.

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 concrete removal, introduce a shallow saw cut, ½" in depth, around the repair area at right angles to the concrete surface. Sawcut should be located a minimum 2" beyond the perimeter of the deteriorated concrete area to be repaired. Remove all concrete within the sawcut to a minimum depth of ½". If concrete removal exposes reinforcing steel, remove all deteriorated concrete 1" 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" 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. After blasting, 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. This might require additional removal of concrete, in order to achieve an appropriate splice length of the reinforcing steel.

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Thoroughly clean the repair area of all dirt, grease, oil, or foreign matter, and remove all loose or weakened material by abrasive blasting before applying concrete repair material. Acid etch with 15% hydrochloric acid, only if approved by the Engineer. Follow acid etching by scrubbing and flushing with copious amounts of clean water. Check the cleaning using moist pH paper. Water cleaning is complete when the paper reads ten (10) or higher.

Follow all abrasive blasting with vacuum cleaning.

The time between removal of deteriorated concrete and applying concrete repair material shall not exceed 72 hours. If the time allowance exceeds 72 hours, prepare the surface at the direction of the Engineer before applying concrete repair material.

APPLICATION AND SURFACE FINISH

Apply repair material to damp surfaces only when allowed by repair material recommendations and approved by the Engineer. Prepare damp surfaces in accordance with the *Standard Specifications* and/ or repair material manufacturer's recommendations. Use a blowpipe to facilitate removal of free surface water. Only oil-free compressed air is to be used in the blowpipe.

When surface preparation is completed, mix and apply repair material in accordance with the *Standard Specifications* and/ or repair material manufacturer's recommendations.

Use aggregate that is washed, kiln-dried, and bagged. Maximum size of aggregate shall not exceed 2/3 of the minimum depth of the repair area, or 3/4 of the depth of excavation behind the reinforcing steel, whichever is smaller.

Unless otherwise required by the repair material manufacturer, apply bonding agent to all repair areas immediately prior to placing repair material.

Repair areas shall be formed unless otherwise approved by the Engineer. Form and finish all repaired areas, including chamfered edges, as close as practicable to their original "As Built" dimensions and configuration. After applying the repair material, remove excessive material and provide a smooth, flush surface, unless directed otherwise.

Cure finished Class A concrete repair material by maintaining 95% relative humidity at the repair and surrounding areas by fogging, moist curing, or other approved means for seven (7) days. Cure polymer modified concrete repair material in accordance with manufacturer's recommendations.

REPAIR MATERIAL OPTIONS

(A) Polymer Modified Concrete Repair Material

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

(B) Class A Concrete Repair Material

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Repair material shall be Class A Portland Cement Concrete as described in Article 1000-3 of the *Standard Specifications*.

(C) Concrete Repair Materials as specified on the Plans

TEMPORARY WORK PLATFORM

Prior to beginning any repair work, provide details for a sufficiently sized temporary work platform at each repair location. Design steel members to meet the requirements of the *American Institute of Steel Construction Manual*. Design timber members in accordance with the *National Design Specification for Stress-Grade Lumber and Its Fastenings* of the National Forest Products Association. Submit the platform design and plans for review and approval. The design and plans shall be sealed and signed by a North Carolina registered Professional Engineer. Do not install the platform until the design and plans are approved. Drilling holes in the superstructure for the purpose of attaching the platform is prohibited. Upon completion of work, remove all anchorages in the substructure and repair the substructure at no additional cost to the Department.

MEASUREMENT AND PAYMENT

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

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

Payment will be made under:

Pay Item	Pay Unit
Concrete Repairs	Cubic Feet

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WORK IN, OVER OR ADJACENT TO NAVIGABLE WATERS**(11-30-23)****GENERAL**

All work in, over, or adjacent to navigable waters shall be in accordance with Article 107-10 of the *Standard Specifications*, the Special Provisions and conditions contained in the permits obtained by the Department from the U.S. Coast Guard, U.S. Army Corps of Engineers, or other authority having jurisdiction. The work shall have no adverse effect on navigation of the waterway including traffic flow, navigational depths, and horizontal and vertical clearances without approval from the authorities granting the permits.

The Contractor shall prepare drawings necessary to obtain any permits which may be required for his operations which are not included in the Department's permit including but not limited to excavation and dumping, constructing wharves, piers, ramps, and other structures connecting to bank or shore, and drawings for constructing falsework, cofferdams, sheeting, temporary bridges, and any other construction within the waterway. Submittals shall show locations of such work with respect to the navigational opening. The Contractor shall coordinate the submittal of drawings with the Engineer.

All construction shall progress and be maintained in a safe and timely manner. Temporary construction facilities shall be removed completely and promptly upon discontinuation of their useful purpose. Navigational lights, signals, or facilities shall be provided and maintained by the Contractor on temporary or permanent construction or vessels until such facilities are no longer needed as determined by the Engineer or permitting agency.

The Contractor shall immediately notify the appropriate authorities and take corrective measures as needed when any situation occurs that imposes a threat to the public. The Contractor shall also immediately correct any acts or occurrences that contradict or violate any requirements in the plans, special provisions, or permits when corrective measures can be performed in a safe manner. The Contractor shall notify the appropriate authorities when such corrective measures cannot be performed in a safe manner.

MEASUREMENT AND PAYMENT

All costs incurred by the Contractor in complying with the above requirements for *Work In, Over or Adjacent to Navigable Waters* shall be included in the prices bid for the various pay items and no additional payment will be made.

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DA00711, 15BRP.164.1

Beaufort County

DOLPHIN FENDERS

(SPECIAL)

1.0 GENERAL

The contractor shall furnish all untreated white oak timber fenders, ultra-high molecular weight polyethylene, and all necessary hardware to construct the dolphin fender replacements as shown on the plans and in accordance with the special provisions.

2.0 MATERIALS

A. Untreated White Oak Timber

1. Timber shall be rough, untreated white oak, common dimension, sound square edge, and full sawn $\pm 1/4$ -inch.

B. Ultra-High Molecular Weight Polyethylene

1. Material shall be composed of Ultra-High Molecular Weight Polyethylene (UHMW-PE), Virgin grade. The UHMW-PE shall be UV stabilized with a minimum of 0.6% Carbon Black. The UHMW-PE shall have a coefficient of friction not to exceed 0.2 per ASTM D1894.

3.0 CONSTRUCTION

A. Untreated White Oak Timber

- a. Timber shall be open stacked at least 12 inches above the ground surface and stacked to shed water and prevent warping. The ground under and in the vicinity of the stacks shall be cleared of weeds and rubbish. The timber shall be neatly stacked with ends exposed and handled in a manner that will avoid injury or breakage.
- b. The oak timber shall be installed on dolphins as shown on the plans and as directed by the Engineer.

B. Ultra-High Molecular Weight Polyethylene

1. The ultra-high molecular weight polyethylene shall be installed on dolphins as shown on the plans and as directed by the Engineer.

C. Material Certification

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

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4.0 MEASUREMENT AND PAYMENT

The cost of the above work shall be included in the various pay items as follows:

A. Untreated White Oak Timber

Untreated White Oak Timber will be measured and paid for at the contract unit price bid per linear foot measure of timber which has actually been installed and accepted. Measurement will be based on timber sizes and lengths as shown on the plans. No separate measurement or payment will be made for hardware, tools, equipment, or labor necessary for furnishing and installing timbers. This work and material shall be included in the contract unit bid price for “Untreated White Oak Timber.”

Payment will be made under:

Pay Item	Pay Unit
Untreated White Oak Timber	Linear Feet

B. Ultra-High Molecular Weight Polyethylene

Ultra-High Molecular Weight Polyethylene will be measured and paid for at the contract unit price per square foot measurement of UHMW-PE which has actually been installed and accepted. No separate measurement or payment will be made for hardware, tools, equipment, or labor necessary for furnishing and installing the ultra-high molecular weight polyethylene. This work and material shall be included in the contract unit bid price for “Ultra-High Molecular Weight Polyethylene.”

Payment will be made under:

Pay Item	Pay Unit
Ultra-High Molecular Weight Polyethylene	Square Feet

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PILE JACKETS

(SPECIAL)

GENERAL

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

MATERIALS

Forms

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

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

The material furnished must meet the following physical property requirements:

Water Absorption (ASTM-D570)	1% Maximum
Ultimate Tensile Strength (ASTM-D638)*	9,000 psi Minimum
Flexural Strength (ASTM-D796)*	16,000 psi Minimum
Flexural Modulus of Elasticity (ASTM-D790)	700,000 psi Minimum
Barcol Hardness (ASTM-D2583)	30 – 40

Color: Similar to Federal Color Standard 595 Number 36622 – the color shall be integral in the form material.

Accelerated Weathering: The fabricated form material shall be subjected to a 500-hour exposure test in a Twin-Carbon-ARC-Weather-Ometer (ASTM G-23, Type D) at an operating temperature of 145°F. Said test to be made at twenty-minute cycles consisting of seventeen minutes of light and three minutes of water spray plus light. At the end of the exposure test the exposed samples shall not show any chipping, flaking or peeling. The test panels shall be prepared from the materials meeting the

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

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

Epoxy Gel Sealant

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

Concrete

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

Reinforcement Bands

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

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

Steel Bracing Collar

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

CONSTRUCTION

No more than 48 hours before placement of concrete for pile jacketing, remove loose rust and marine growth from the existing steel pile to obtain a clean, sound surface prior to performing steel repairs and pile jacketing, using approved mechanical means or high-pressure water blasting.

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

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

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

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

Concrete shall attain a minimum strength of 3,000 psi prior to removing form work.

Submittals

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

Material Certification

For materials to be used, the Supplier shall furnish a certificate to the Engineer attesting that the materials meet all the requirements contained therein and that they conform in all respects to the materials subjected to the tests required. Copies of current test reports shall be attached to the certificate. No test report for tests made more than 1 year prior to shipment will be accepted for the form material.

MEASUREMENT AND PAYMENT

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

Payment will be made under:

Pay Item
Pile Jackets

Pay Unit
Linear Feet

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COORDINATION WITH FERRY DIVISION

(SPECIAL)

GENERAL

The Contractor shall coordinate with the Ferry Division prior to, and throughout, the entire duration of construction.

IMPACTS ON FERRY OPERATIONS

Ferry service shall not be interrupted by the Contractor's activities. It is the responsibility of the Contractor to coordinate with the Ferry Division to maintain traffic and keep necessary mechanical, electrical, and structural systems operational so as not to impede ferry service.

The Contractor shall coordinate with the Ferry Division for structural repairs, including repair of joints in the cored slab approach spans, concrete repairs in the cored slab approach spans, dolphin fender panel replacement, lift bent repairs, steel beam crack repairs, and steel pile repairs, and pile jacket repairs at both the Bayview and Aurora terminals.

The Contractor shall coordinate with the Ferry Division for hydraulic repairs at both the Bayview and Aurora terminals.

The Contractor shall coordinate with the Ferry Division for electrical repairs at both the Bayview and Aurora terminals.

MEASUREMENT AND PAYMENT

Any and all costs associated with *Coordination with Ferry Division* is considered subsidiary to the lump sum pay item *Mobilization* covered in Section 800 of the Standard Specifications.

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STEEL BEAM CRACK REPAIR**(SPECIAL)****DESCRIPTION**

This provision addresses certain repairs made to structural steel throughout the existing steel superstructure. Work may include removing or arresting cracks in welds, providing crack-arrest holes, retrofitting existing weld crack-arrest holes, and removing pack rust at gusset plate connections. The various specific repair items and processes are described below with the respective pay items. Steel Repairs noted are based on various inspections and actual conditions may vary.

The Engineer shall inspect the structure as necessary to confirm the locations of Steel Beam Crack Repairs, Weld Repairs, Hole Repairs, and Pack Rust repairs. Locations indicated in the plans are provided for the convenience of the Contractor. The Contractor shall have no claim whatsoever against the Department for differences in location and description of the repair areas shown in the Contract documents.

MATERIALS

All HRCSA penetrants/sealants and paints shall be on NCDOT's Approved Products List. HRSCA penetrants/sealants and paints shall all be from the same manufacturer and be compatible. Submit all products to the Engineer for review and approval prior to scheduling the work.

Under this Provision, no new steel material (including welds) is specified to be installed. Any further repairs due to poor workmanship, defect extents beyond what the various prior visual and NDT inspections noted, or other reason shall be as directed by the Engineer.

EQUIPMENT

Provide equipment necessary to complete the work. This includes grinders, saws, wirewheel brushes, drills, compressors, pressure washers, and other tools. For certain repairs, the Contractor shall assist the Engineer in cleaning and inspecting the area before and/or after the repair is complete. The Contractor shall furnish all NDT tools as directed by the Engineer.

Flame-torch cutting, plasma cutting, or similar means of cutting steel will not be permitted.

All tools shall be secured during repairs as required to prevent accidental damage to the existing structure, in addition to all applicable safety laws and requirements of the Contract.

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All required grinding shall be performed in a manner that prevents accidental gouging of the steel beyond the desired depth. All grinders shall be equipped with guards or similar device to prevent accidental over-grinding.

All drills, bits, hole-saws, and metal saws shall be capable of making the required cuts as indicated in the plans or directed by the Engineer under the applicable pay item, completely through the material in one pass. Equipment shall be secured to prevent accidental damage

to surrounding materials. Equipment shall have guards to prevent over-cutting. All drilled holes and cuts shall proceed slowly to prevent over-heating of steel. Pilot holes may be drilled as needed with the approval of the Engineer.

Air blasting shall be permitted for certain repairs as indicated. Air blasting may include non-corrosive blasting media. Such media shall be contained.

The Contractor shall submit to the Engineer a list of all equipment used in the repair. Any equipment that contacts the steel shall be submitted specifically for this review. The Contractor shall indicate which repairs the equipment will be used for and shall demonstrate prior experience with each tool, in conjunction with the requirements below for qualified personnel.

QUALIFIED PERSONNEL AND WORKMANSHIP

Only qualified personnel shall perform the work. A person who performs the work uses the tools and techniques as shown on the Contract plans and at the direction of the Engineer to make the repairs. Supporting individuals, who may be involved in the process but are not directly performing the work, are not required to be submitted as part of this review but are still subject to all other requirements of the contract and all applicable laws. The Contractor shall submit to the Engineer for review the names of the individuals to perform the steel repairs. Each qualified individual shall have performed work of a similar manner within the past 5 years. The Engineer shall review all submitted names and coordinate the approval with the NCDOT Materials and Tests Unit. For each name submitted, the Contractor shall indicate which repair(s) the individual is designated to perform. The same person may be submitted to perform multiple repairs, and more than one person may be submitted for an individual repair. A maximum of sixteen names may be submitted for review. Substitutions may not be made without the permission of the Engineer. Names shall be submitted a minimum of 6 weeks prior to the scheduled work beginning.

All steel repair work shall be performed in a workmanlike manner. The individual(s) performing the work shall possess the experience and skill required to complete the repairs. The Contractor shall comply completely with all directions of the Engineer and shall ensure that the Engineer is present at all times during the set-up, performance of the repair, and break-down procedures.

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All repair work shall be contained and no material, including removed steel, rust, penetrants, paint, or blasted material shall be allowed to fall below the bridge.

If, at any time during a repair, the stability of the structure appears to be compromised, work shall immediately stop and the Engineer notified.

Repairs may occur while public vehicular traffic is on the structure, provided the Contractor's activities do not impact vehicular traffic in any way. Such traffic and other external loading conditions (including wind) may induce vibrations in the structure at the repair site. The repairs, and all equipment used, and the repair plan shall be planned to accommodate such vibrations. If the Engineer deems vibrations or other conditions exceed safe working limits, the Engineer reserves the authority to stop work until conditions improve. Any cost resulting from delays due to site conditions shall be considered incidental to the various repairs and the Contractor shall have no claim against the Department to recover any such costs.

PLAN OF WORK

For each repair, the Contractor shall submit to the Engineer for review a repair work plan. This plan shall indicate, at a minimum, the approved names of the individuals performing the repair work, the schedule for when the work is proposed to take place, a description of all access equipment and falsework required, the approved specific equipment to be used, any containment systems necessary, repair process(es), and any other aspect or procedure of the repair as deemed necessary by the Engineer. Limitations of the repair equipment and processes shall be provided, including weather, temperature, vibration, and other factors which may impact the progress of the repair work. The Plan of Work shall be submitted at a minimum of 2 weeks prior to the scheduled repair work beginning. A Separate Plan of Work shall be submitted for each pay item.

STEEL BEAM CRACK REPAIRS

Perform *Steel Beam Crack Repairs* as prescribed in the Contract Plans.

NONDESTRUCTIVE TESTING (NDT) BY THE ENGINEER

Contractor shall provide the Engineer the opportunity and access to perform NDT following completion of weld repairs. The Engineer shall perform liquid penetrant inspection using visible dye method in accordance with the following:

- All personnel performing this testing shall be qualified as NDT Level II in strict accordance with ASNT SNT-TC-1A.

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- All personnel performing such testing shall have an approved procedure. The acceptance criteria in the procedure would reflect no cracking permitted.
- All personnel performing such testing shall have a current annual eye examination as outlined in ASNT SNT-TC-1A.
- The standard test methods shall be in accordance with ASTM E165.

Other testing criteria may be utilized instead of these criteria with the approval of the Engineer.

MEASUREMENT AND PAYMENT

All steel repairs shall be measured and paid for as follows. For each repair, payment shall be full compensation for all the work of the repair, including labor, tools, equipment, materials, and incidentals necessary to complete the repair work, and all access equipment, access measures, and preparatory work.

For *Steel Beam Crack Repairs*, measurement of the work shall be for each repair, or similar repair of similar size, as described on the plans and in the sections above, including all incidental work at that repair’s location. Work shall be paid for at the Contract Unit Price per each repair for “Steel Beam Crack Repair.”

Pay Item	Pay Unit
Steel Beam Crack Repair	Each

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STEEL BEARING REPAIRS

(SPECIAL)

GENERAL

Perform Steel Bearing Repairs as prescribed in the Contract Plans, including jacking the span to free the bearing, and temporary supports for restraint of the span until the bearing is repaired and restored to service.

Displacement of the heel end of the ramp to clear the span from the bearing shear key shall be achieved by coordinated jacking of both girders simultaneously, with adjustment of the hydraulic pressure of the jacks as required to allow for equal movements. Jacking devices shall be equipped with locking rings. It shall be the responsibility of the contractor performing the jacking to determine a jacking location at each bearing and provide a design for the jacking loads. The contractor shall submit the jacking plan, details, procedures and supporting calculations to the engineer for review and approval. Jacking plan shall be designed to jack the ramp as necessary, without damage to the existing structure. Any damages to the existing structure that occur during jacking shall be repaired to the satisfaction of the Engineer and no cost to the Department.

After clearance and removal of the bearing, the span shall be secured vertically and laterally in place, and functional for span operation and vehicular service. The contractor shall submit the temporary shoring plan, details, procedures and supporting calculations to the engineer for review and approval.

MEASUREMENT AND PAYMENT

Steel Bearing Repairs will be measured and paid at the contract lump sum price. The price and payment for the lump sum item *Steel Bearing Repairs* will be full compensation for items required to construct the steel repairs prescribed in the Contract Plans, and to lift and support the span as described above, including all materials, painting, labor, equipment, temporary works and associated jacking plan design necessary to complete the work.

When revisions in the plans have been made which affect the quantities or scope of Steel Bearing Repairs, adjustments in compensation will be made by supplemental agreement.

Pay Item	Pay Unit
Steel Bearing Repairs	Lump Sum

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STEEL PILE REPAIRS

(SPECIAL)

GENERAL

Perform Steel Pile Repairs as prescribed in the Contract Plans.

MEASUREMENT AND PAYMENT

Steel Pile Repairs will be measured and paid in units of Lbs. *Steel Pile Repairs* will be measured by the weight in Lbs. of repair plate material installed on the existing pile being repaired, regardless of the width or thickness of the repair plate material.

The contract unit price for *Steel Pile Repairs* will be full compensation for items required to construct the Steel Pile Repairs prescribed in the Contract Plans, including all materials, painting, labor, equipment, and temporary works necessary to complete the work.

Pay Item	Pay Unit
Steel Pile Repairs	Lbs.

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STEEL REPAIRS

(SPECIAL)

GENERAL

Perform Steel Repairs as prescribed in the Contract Plans.

MEASUREMENT AND PAYMENT

Steel Repairs will be measured and paid at the contract lump sum price. The price and payment for the lump sum item *Steel Repairs* will be full compensation for items required to construct the steel repairs prescribed in the Contract Plans, including all materials, painting, labor, equipment, and temporary works necessary to complete the work.

When revisions in the plans have been made which affect the quantities or scope of Steel Repairs, adjustments in compensation will be made by supplemental agreement.

Pay Item	Pay Unit
Steel Repairs	Lump Sum

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RAMP MECHANICAL REPAIR WORK**(SPECIAL)****GENERAL**

This work shall consist of replacing hydraulic hard piping supports, hydraulic fittings, and installation of new lubrication supports as shown on the Contract Plans and as specified in these Special Provisions.

The Contractor shall be responsible for the coordination of the mechanical work with all other work items as necessary to produce completed systems which meet the requirements of the Contract Documents. This work shall include furnishing all labor, materials, tools, services, and equipment required to perform the installation, adjustment and testing of the hydraulic machinery shown on the Contract Plans and as indicated herein.

Any existing machinery items identified on the Contract Plans to be rehabilitated or relocated as part of this work shall be protected from damage. The Contractor shall repair any damage to existing machinery or associated structure that may occur as a result of construction activities to the satisfaction of the Department or their approved representative at no additional cost to the Department.

A. Codes and Standards

1. Standards referred to in the Special Provisions and on the Contract Plans are published by the following organizations and are directly applicable to the material and workmanship required for this work:
 - a. American Society for Testing and Materials (ASTM)
 - b. American National Standards Institute (ANSI)
 - c. American Association of State Highway Transportation Officials (AASHTO)
 - d. American Iron and Steel Institute (AISI)
 - e. American Society of Mechanical Engineers (ASME)
 - f. American Gear Manufacturers Association (AGMA)
 - g. Society of Automotive Engineers (SAE)
 - h. National Electrical Manufacturers Association (NEMA)
 - i. American Welding Society (AWS)
 - j. American Bearing Manufacturers Association (ABMA)
 - k. Society for Protective Coatings (SSPC)

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2. All machinery shall conform to the requirements of the AASHTO Load and Resistance Factor Design (LRFD) Movable Highway Bridge Design Specifications, 3rd Edition 2023 with all Interim Revisions. If there is a discrepancy between the AASHTO Specifications, the Contract Plans, and/or these Special Provisions, the most stringent requirement as determined by the Engineer will apply.

B. Submittals

1. Shop Drawings, Final Record Drawings, Certified Drawings, Hydraulic Equipment Installation Procedures and other required submittals specified within these Special Provisions shall be submitted to NCDOT for review and approval by the Engineer. Submittals that do not meet the minimum requirements identified below will be considered non-responsive and will be returned without review. Submittals that have not been approved or require correction shall be resubmitted until such time as they are acceptable to the Engineer, and such procedure shall not be considered cause for delay. The Contractor shall bear all costs for damages which may result from ordering or fabrication of any materials prior to acceptance of Shop Drawings. The Contractor may request in writing from the Engineer approval to order raw materials of the correct type for later fabrication from approved Shop Drawings after they have been accepted. Such approval by the Engineer shall be in writing. No installation or assembly of mechanical components shall commence without approved installation and alignment procedures and supporting Working Drawings.
2. The Contractor shall sequentially number all transmittal forms. Resubmittals shall be numbered with original submittal number and an alphabetic suffix.
3. Material Submittals

The Contractor shall submit copies of producer or manufacturer data for raw materials or standard or proprietary products. These shall include specifications, tests, and installation instructions for the following items, but not excluding other items or materials not specifically mentioned.

- a. Hydraulic Tubing Supports
- b. Hydraulic Tubing
- c. Hydraulic Fittings
- d. Hydraulic Filters
- e. Lubrication Supports
- f. Lubrication Fittings
- g. Mill reports and physical tests of all metals
- h. Bolts, nuts, washers, and other fasteners

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- i. Paint
- j. Lubricants
- k. Standard stocked items

4. Substitutions

Items specified by manufacturer name or part number within these Special Provisions may be replaced by an equivalent item by another manufacturer, subject to approval by the Engineer, with the understanding that all changes required by the substitution shall be made by the Contractor at no additional cost to the Department. Item equivalency shall be determined at the sole discretion of the Engineer and may be based on one or more of the following: quality, function, ease of maintenance, physical size, reliability, value, load capacity (static and dynamic), durability, component standardization, availability and other criteria as deemed appropriate by the Engineer.

5. Dimensional Verification

- a. Dimensions indicated on the Contract Plans are nominal and intended for information. The Contractor shall coordinate the interface of the new mechanical systems with the existing and new structure and shall verify all dimensions in the preparation of the Shop, Assembly, and Erection Drawings. The dimensions indicated on the Contract Plans are based on limited site survey and a review of the available documents for the ramp.
- b. The Contractor shall field survey and measure the existing structures as required to ensure that the replacement components and other system modifications as designed and detailed in the plans will fit as intended. All such survey and measurement shall be done before preparation of the shop plans or working drawings and before performing work at the ramp. The Contractor shall be responsible to ensure the field measuring accuracy is sufficient to properly fabricate and machine the components. The Contractor shall notify the Engineer of any dimensional deviations found during the field verification.
- c. All rework and delays resulting from an incomplete field survey will be borne by the Contractor.

6. Certified Drawings

The dimensions indicated on the Contract Plans for standard manufactured products have been obtained from information provided by various machinery manufacturers. The dimensions have not been obtained from certified drawings (certified drawings are drawings certified by the manufacturer to be dimensionally accurate and which contain sufficient details to determine if the requirements of the contract documents have been satisfied). The Contractor shall obtain certified drawings for all manufactured products and utilize the certified dimensions in the preparation of the Shop and Erection Drawings. The

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certified drawings shall be submitted in support of the Shop Drawings. The Contractor shall notify the Engineer of any dimensional deviations from the Contract Plans.

7. Drawing Submittals

- a. Working drawings shall be prepared to depict all work to be performed as part of this Contract. Shop and Assembly Drawings shall be submitted for all components that are custom built for this project. Any deviations from the work depicted on the Contract Plans or alterations proposed by the Contractor which affect the integrity or capacity of the machinery shall be signed and sealed by a Professional Engineer licensed in the state of North Carolina.
- b. Under no circumstance shall mechanical equipment be fabricated, assembled, or erected from the Contract Plans. Working drawings which are reproductions of the Contract Drawings, either in part or in their entirety, shall be considered non-responsive or shall be returned without review.

8. Procedure Submittals

- a. The Contractor shall submit procedures providing a step-by-step breakdown of all construction activities for each major work item identified on the Contract Plans. The procedures should clearly indicate the order in which each item is to be performed and should accurately reflect the flow of construction in the field. The procedures should constitute a suitable working document for construction supervision in the field.
- b. The procedures shall address mechanical equipment installation means and methods, alignment methods and tolerances, bolt tightening methods, and torque values. The procedures shall contain sufficient detail to demonstrate to the Engineer that the Contractor has full knowledge of machinery connections, alignment procedures, and all other work to be performed as part of this Contract.
- c. Installation procedures for components of standard manufacture shall contain the manufacturer's recommended alignment tolerances for a new installation, which will be the basis for acceptance of such parts. Installation procedures for custom-manufactured components shall contain alignment tolerances as specified in the Contract Documents.
- d. Submittal quantities and acceptance guidelines shall be per the Drawing Submittals requirements.
- e. Procedure submittals shall include but not be limited to the following:
 - 1) Fitting replacements
 - 2) Piping replacements
 - 3) Lubrication support installation

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- 4) Hydraulic system flushing
 - 5) Hydraulic system testing
 - 6) Hydraulic filter replacement
 - 7) All other procedures identified in the Contract Plans.
9. Schedule Submittals
- a. The Contractor shall submit a detailed work schedule identifying the progression of work to be performed under this Contract. The schedule shall include, as a minimum, all major work items identified on the Contract Plans. All tasks shall be referenced to the main work items in the approved work procedures.
 - b. Submittal quantities and acceptance guidelines shall be per the Drawing Submittals requirements.

C. **Qualifications**

1. Products used in this work shall be produced by manufacturers regularly engaged in the manufacture of the specified products.
2. For the fabrication, installation, cleaning, aligning, testing and all other work required by each individual section, the contractor shall use adequate numbers of skilled and trained staff who are thoroughly familiar with the requirements and methods specified for the proper execution of the specified work. The Contractor shall provide personnel and supervisory personnel with a minimum of three heavy movable structures jobs of similar magnitude as previous experience in the installation of ramp equipment.
3. The Contractor shall provide all necessary tools and instruments required for the proper performance of the personnel engaged in the execution of the specified work.
4. Only individuals of high competence shall be utilized to perform the work required by this Contract. Competence shall be evaluated through the following criteria:
5. Supervising Personnel

The installation and adjustment of all mechanical work as defined in these Special Provisions shall be supervised and directed by foremen and/or supervising engineers who shall be on-site on a daily basis while work is on-going. Personnel proposed for this role shall have a minimum supervisory experience on three (3) hydraulic machinery projects of similar size and scope. Evidence of experience shall be submitted in resume format to the Engineer for approval and shall include the following:

- a. Description of hydraulic machinery projects to include the type and size of equipment associated with the project

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- b. Duration of each project including start and completion dates
 - c. Position held for each project
 - d. Location of each project
 - e. References, including names and current contact information for each project
6. Workforce
- a. The installation and adjustment of all mechanical work defined in these Special Provisions shall be performed by mechanics, millwrights, and certified fluid power technicians experienced in this class of work. The mechanics, millwrights, and fluid power technicians must have a minimum of five (5) years' experience in the wide range of skills typically associated with the mechanical or fluid power professions. The workers' experience shall include disassembly, installation, operation and flushing of hydraulic systems of similar size to the hydraulic system to be worked on or supplied under this Contract. In addition, the workers shall have demonstrated experience with all aspects of the tools and equipment typically associated with this type of work. Evidence of experience shall be submitted in resume format to the Engineer for approval and shall include the following:
 - 1) Description of applicable projects over a five (5) year period, to include types and size of mechanical machinery associated with the project
 - 2) Duration of each project including start and completion dates
 - 3) Position held for each project
 - 4) Location of each project
 - 5) References, including names and current contact information for each project
 - b. Any evidence indicating that the relevant aspects of the work for one or more of the projects submitted as experience was not performed by the candidate or that the work was not performed to the satisfaction of the owner/reference will be cause for rejection. The mechanical work shall be conducted only by personnel who have been approved by the Engineer.
 - c. Personnel shall be properly supplied with all necessary equipment in order to assure components can be installed and aligned to the required tolerances.

D. Quality Assurance

- 1. The Engineer reserves the right to inspect all machinery at the point of manufacture prior to shipping. No items shall be fabricated, machined, welded, cast, or forged without sufficient advance notification to the Engineer to permit scheduling of inspection by the Engineer or his/her designated representative (the Inspector). The Contractor shall furnish

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all facilities and provide for free access at the plant or shop for the inspection of material and workmanship.

2. The Engineer or the Inspector shall base all inspections on the requirements of the Contract Plans, the Special Provisions, any referenced codes or standards and the Contractor's approved submittal documents. The Inspector shall recommend to the Engineer rejection of material or workmanship that does not satisfy Contract requirements. The final decision for rejection shall be made by the Engineer. The Contractor shall replace or repair to the satisfaction of the Engineer any such rejected item. All such replacements or repairs shall be made at no cost to the Department.
3. The Engineer or the Inspector will make inspections of equipment and machinery throughout the construction period. Any defects, deficiencies, or deviations from the Contract Plans or Special Provisions discovered during such inspections shall be corrected at no cost to the NCDOT. Shop drawing approval or shop approval of machinery does not relieve the Contractor from making such repairs to parts which are found to be deficient at a later time (regardless of prior inspection or approval) as directed by the Engineer.
4. The Contractor shall furnish without charge test specimens required and all labor, testing machines, tools, and equipment necessary for physical tests and chemical analyses. Copies of test reports for all tests shall be submitted to the Engineer.

E. Guarantees and Warranties

1. Manufacturer's warranties or guarantees on equipment, materials or products purchased for use on the contract which are consistent with those provided as customary trade practice, shall be obtained by the Contractor and, upon acceptance of the Contract, the Contractor shall assign to the department, all manufacturer's warranties or guarantees on all such equipment, material or products furnished for, or installed as part of the work.
2. The Contractor shall warrant the satisfactory in-service operation of the ramp equipment, material, products, and related components. This warranty shall extend for a minimum period of one year following the date of final acceptance of the Project.

MATERIALS**A. General Materials**

1. All materials shall be new and shall meet the minimum requirements of the standards indicated on the Contract Plans and as specified herein unless otherwise noted.
2. All materials shall be supplied by manufacturers who have supplied similar materials for similar applications for a period of not less than ten (10) years.

B. Manufacturers recommendations

Where installation procedures or any part thereof are required to be in accordance with the recommendations of the manufacturer of the material being installed, printed copies of these

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recommendations shall be furnished to the Engineer prior to installation. Installation of the item will not be allowed to proceed until the recommendations are received. Failure to furnish these recommendations can be cause for rejection of the material. The Contractor shall provide all special machining and installation required by the manufacturer.

C. Fasteners

1. All bolts 1-1/2 inch or smaller shall be high strength heavy hex bolts made from material equal to ASTM F3125 grade A325 unless otherwise specified on the Contract Plans. All bolts greater than 1-1/2 inch or less than 1/2 inch shall be made from material equal to ASTM A449. All bolts shall conform to the Unified Thread Standards, coarse thread series, for threads on bolts, nuts, and cap screws with a Class 2A tolerance for bolts and Class 2B tolerance for nuts, in accordance with ANSI B1.1, unless otherwise specified. Bolt head and nut bearing surfaces must be flat and square with the axis of the bolt holes; spot face nut bearing surfaces as necessary to produce firm bearing around the entire perimeter of the contact surface.
2. Hole size for all bolts not identified as turned bolts are to be 1/16 inch larger than the bolt body diameter.
3. Double heavy hex nuts conforming to ASTM A563 are required unless indicated otherwise on the Contract Plans. Alternate locking methods must be submitted to the Engineer for approval. All hardened steel washers shall be in accordance with ASTM F436. Lock washers shall not be acceptable.
4. Fasteners called out as stainless steel on the plans shall conform to the requirements of ASTM designation A276, Type 316 stainless steel. All other requirements shall be similar to (1) stated above in these Special Provisions. Nuts and washers for all stainless steel fasteners shall also be Type 316 stainless steel.

D. Lubrication and Manifold Frame

1. Steel for the lubrication manifold frame shall be ASTM A36 unless otherwise approved.
2. The length of the manifold frame shall be set to ensure it is accessible from the ramp with a minimum of 6 inches of clearance.
3. The manifold frame shall be shop painted in accordance with the three-coat system as indicated in these special provisions.

E. Lubrication Fittings and Piping

1. Size of grease lubricating fittings shall be standardized and shall be 1/4 inch Alemite Giant Button Head or approved equal. All fittings and pipe material shall be stainless steel meeting ASTM A312 Type 316. All piping necessary to provide access for lubrication shall be clearly indicated on the Shop Drawings and all pipe components listed in the Bill of Materials.

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2. Pipe nipples shall meet the requirements of ASTM A733 and shall be stainless steel type 316.
3. Pipe fittings shall be made from stainless steel type 316 material.
4. Pipe shall meet the requirements of ASTM A312 Type 316.

F. **Lubrication**

Lubricants for mechanical equipment shall match the lubricant that is currently in use on the ramp. Should any mechanical equipment be cleaned of lubrication to facilitate installation of components, the Contractor shall reapply lubricant to the affected area prior to operation.

G. **Hydraulic Fluid**

1. Hydraulic oil shall match the oil that is currently in use on the bridge.
2. Hydraulic oil shall meet or exceed an ISO cleanliness level of 16/14/12 as defined by ISO 4406.

H. **Hydraulic Fluid Filters**

1. Filters shall match those currently in use on the bridge.
2. Filters shall be replaced upon completion of fluid flushing.
3. Filters shall be clearly dated with the date of replacement.

I. **Hydraulic Plumbing and Fittings**

1. All plumbing shall conform to current hydraulic system standards.
2. Unless otherwise specified, rigid plumbing shall be seamless ASTM A269, type 316L annealed stainless steel tube and ASTM A312, type 316L stainless steel pipe as applicable.
3. Pressure and return lines for the ramp shall match the size, outer diameter and wall thickness, currently in service on the ramp.
4. 6D bends or greater shall be utilized where practicable to eliminate pipe joints. Bends of any lesser radius are not permitted. Pipe bends shall be in accordance with ASME B31.1.
5. All pipe and tube fittings shall be type 316 stainless steel, shall be LOKRING fittings or approved equal at butt joints and shall be silver brazed, straight thread O-ring face seal at all other locations.
6. Flange bolts shall be provided with locking washers.

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7. Flexible hose material shall be hydraulic duty. SAE J517 shall be used to determine the maximum allowable operating pressure for the hose. Hoses shall be designed for an operating pressure of 3,000 psi and burst pressure no less than 12,000 psi.
8. Hose end connections shall be Type 316 stainless steel for 37° female JIC swivel connections or Type 316 stainless steel for four-bolt, O-ring flange connections unless otherwise approved by the Engineer.
9. Hose assemblies shall be shop assembled prior to installation.
10. Dimensional standards shall conform to SAE J516 JUL94 standards.

J. **Hydraulic Pipe/tube Supports**

Hydraulic pipe and tube supports shall be a strut mounted cushion clamp system as manufactured by Hydra-Zorb Company or approved equal. All clamps, fasteners, and channels shall be 316 series stainless steel. The maximum distance between supports for all 0.75 inch O.D. tubing shall be 54 inches unless otherwise approved.

K. **Spare Parts**

The Contractor shall supply the following spare parts for the mechanical machinery:

1. One (1) spare hydraulic fitting for each type and size used in the repair.
2. One (1) spare lubrication fitting for each type and size used in the repair.

CONSTRUCTION

A. **General**

1. The Contractor shall coordinate and schedule work to suit requirements of the NCDOT and the U.S. Coast Guard, as directed and approved by the Engineer.
2. Any outage(s) required for the performance of work shall be approved by the Department.

Operation during these outages shall be performed utilizing the electrical chain hoist backup system.

B. **Welding**

All welding shall be in accordance with AWS D1.1 unless otherwise specified.

C. **Installation**

Mechanical equipment installation shall not commence until all required components have been completed and approved for installation, all required procedures and schedules have

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been approved, and preparations by others where required have been satisfactorily completed.

D. Machinery Installation Procedure

1. Prepare a detailed written installation procedure for all machinery components. The procedure shall include sequence of installation, alignment methods, bolt tightening methods and torque values for all bolts.
2. The installation procedure must demonstrate to the Engineer that the Contractor has full knowledge of mechanical equipment connections and alignment procedures. Installation of the machinery shall not begin until a procedure has been submitted by the Contractor that is satisfactory in the sole opinion of the Engineer. Correct and resubmit the procedure as necessary to the satisfaction of the Engineer. This resubmission procedure, if required, shall not be considered cause for delay.
3. Do not ship machinery items to the job site until a satisfactory installation procedure has been submitted.

E. Fastening

1. All fasteners shall be tightened in accordance with the NCDOT Standard Specifications for Roads and Structures section 440-8 unless noted otherwise on the Contract Plans or in these Special Provisions.
2. Torques for other grades or bolts shall be tightened to provide a tension of 70 percent of the of the bolt's yield strength unless noted otherwise on the Contract Drawings or in these Special Provisions and shall be indicated on the erection drawings.

F. Field Installation

Any mechanical components not erected to the required tolerance will be rejected. Rejection shall be due cause for the Engineer to stop future work, which would be constructed using, or with reference to, these parts until such parts are properly aligned.

G. Flushing

1. After installation, the hydraulic system shall be flushed and tested to show that hydraulic fluid demonstrates a minimum level of cleanliness of ISO 16/14/12 as defined by ISO 4406.
2. The Contractor shall submit a flushing procedure for approval prior to implementing the flushing process. The flushing procedure shall describe the flushing loop(s), flushing flow rates, and durations.
3. Fluid for flushing shall be the same as specified for final use.

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4. A temporary clean up filter shall be used in the flushing system. The clean-up filter micrometer rating shall be no coarser than the filters used in the hydraulic power unit. The filter may be required to be finer in order to achieve the cleanliness level specified.
5. It is the Contractor's responsibility to obtain the required cleanliness level and verify the level through resampling in the event of a deficient report from the first sample. The procedure of further cleaning the fluid, collecting, and processing samples shall be at the expense of the Contractor.

H. Coordination

The Contractor shall be responsible for the coordination of the mechanical equipment installation with all other aspects of the construction project. This coordination relates to the sequencing of work so that all mechanical equipment can be installed in a safe and effective manner. Certain sequences of installation may be required in order to ensure that all items can be installed on the ramp.

I. Delivery, Storage, and Handling

1. All mechanical equipment, materials, and items shall be properly protected for shipment and storage.
2. All mechanical equipment shall be stored so as to permit easy access for inspection and identification. Material shall be stored in a manner that will cause no distortion or damage. No outdoor storage of mechanical equipment shall be used regardless of the methods of protection provided.
3. Any damage that occurs to the mechanical equipment as a result of improper protection during shipment or storage shall be corrected by the Contractor to the satisfaction of the Engineer at no cost to the NCDOT.

J. Contractor's Inspection

1. After erection is completed, the Contractor shall make a thorough inspection to ensure that all parts are properly aligned and adjusted as closely as practicable without actual operation and that all bolts are properly tightened.
2. Inspection of tightened fasteners shall be in accordance with the SAE and AASHTO Standards. The Contractor's inspection shall also verify that field painting has been performed as specified herein. Touch-up painting shall be performed to correct all painting defects found during this inspection.
3. The Contractors shall be accompanied by the Engineer, during his final inspection after ramp testing. Based on the results of this inspection, the Engineer shall determine whether the ramp is ready for handover to the Department.

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K. Field Inspection and Testing

1. When the mechanical machinery and electrical equipment is ready for testing, the Contractor shall meet with the Engineer to arrange a test schedule and shall keep available a complete crew of mechanics for a minimum of 2 working days in order to provide operation of the span for all tests and to make all adjustments and corrections which shall be required to complete the tests.
2. The Contractor shall prepare a field-testing procedure, which shall be approved by the Engineer. The testing procedure shall be coordinated with tests required for the electrical equipment.
3. The testing procedure shall include but not be limited to the verification of the proper operation and/or final adjustment of the following:
 - a. Mechanical equipment mounting integrity
 - b. Hydraulic tubing and fittings
 - c. Lubrication fittings
4. During the test runs, the entire hydraulic system shall be inspected to determine whether everything is in proper working order and fully meets the requirements of the Contract Drawings and these Specifications. If any tests show that any new components are defective or inadequate, or function improperly, the Contractor shall make all corrections, adjustments, or replacement required before the final acceptance at no additional cost.

L. Paint System

1. All painting shall be in accordance with this Special Provision and with the paint manufacturer's most stringent specification for surface preparation. If there is a conflict between them, the most stringent specification will govern. Caution shall be exercised during cleaning and painting operations to prevent cleaning and painting materials from entering machinery components and coming into contact with sliding surfaces on components which would be damaged by such intrusion. Detailed instructions for painting, including paint manufacture information and surface preparation of the machinery, shall be provided on the Shop Drawings for review by the Engineer.
2. All new equipment shall be coated with one coat of epoxy mastic primer manufactured by one of the following companies or an approved equal:
 - a. Sherwin-Williams Co.Epoxy Mastic Aluminum II
 - b. Carboline Carbomastic 15-Epoxy Mastic
3. No paints used shall contain lead. All layer thicknesses shall meet paint manufacturer's specification.

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M. Painting

1. General

Cleaning and painting of all unfinished surfaces of mechanical equipment shall comply with all the applicable requirements of NCDOT Standard Specifications for Roads and Structures. The Contractor shall submit for review with the working drawings an outline of painting materials and methods as well as limits of painting for each component as well as limits of painting for each component.

2. Shop Painting

- a. All unfinished mechanical equipment external surfaces shall be cleaned with final surface preparation, prior to painting, done by blast cleaning to meet the requirements of SSPC-SP6 "Commercial Blast Cleaning"
- b. After proper surface preparation, all unfinished mechanical equipment surfaces shall be given one shop coat of epoxy primer, one intermediate coat and one top coat by hand brushing. Application of paint system shall adhere to all relative NCDOT Standard Specifications and the paint manufacturer recommendations.
- c. The final top coat shall be an epoxy paint matching the color of the ramp.

3. Field Painting

- a. After erection is complete, all machinery surfaces remaining exposed, except rubbing surfaces, shall be thoroughly cleaned with an approved high-flash solvent, all exposed metal surfaces such as mounting bolts, lifting points and all other paint defects or voids shall be given one coat of epoxy primer. After successfully completing the prime coat, all machinery shall be given one field coat of epoxy paint applied by hand brushing. Application of paint shall adhere to all relative Specifications and the paint manufacturer recommendations. Acceptable epoxy paint system manufacturers are given under PAINT SYSTEM. Colors for the field coats will be selected from manufacturer's standard samples with the approval of the Engineer.
- b. The Contractor shall take special care to avoid painting of machinery surfaces that are in normal rubbing contact. All nameplates, legend plates and escutcheons mounted on machinery shall be masked for protection from paint. Lubrication fittings shall be kept clog-free.

N. Clean-up of Site

1. The removed mechanical equipment shall become the property of the Contractor. The Contractor shall promptly remove them from the site and dispose of these items in an appropriate manner.

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- 2. After completion of the Work, the Contractor shall remove any temporary structures he has erected and replace any panels, plates, or parts of the structure he has removed. The Contractor shall completely clean-up the site to the satisfaction of the Engineer.

O. Construction Requirements

The Contractor shall comply with all Department, City, State and Federal rules and regulations concerning the legal disposal of any contaminated waste materials from the execution of this work.

MEASUREMENT AND PAYMENT

The Contractor shall complete all work specified in these Special Provisions; the Work shown on Sheet Nos. M1-01, M1-02, M2-01 and M2-02 of the Contract Plans.

Ramp Mechanical Repair Work for Bayview -Aurora Ferry Ramp Repairs will not be measured for payment. The lump sum price for *Ramp Mechanical Repair Work* shall constitute full compensation for all material, labor and equipment required or incidental to the satisfactory completion of the work in accordance with the requirements of the Contract Plans and these Special Provisions. The Contractor shall pay all fees and expenses for testing, and any other cost he may incur in constructing the movable span mechanical system.

The lump sum price shall include all spare parts required.

Payment shall be made under:

Pay Item	Pay Unit
Ramp Mechanical Repair Work	Lump Sum

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RAMP ELECTRICAL REPAIR WORK**(SPECIAL)****GENERAL**

The work covered under this item shall consist of all work required to repair the existing Bayview and Aurora Ramps, and furnishing all materials, labor, equipment, and incidentals necessary for installing a complete and operable ramp lift system in accordance with the applicable parts of the Standard Specifications, details on the plans, and these special provisions.

The Contractor, except as noted otherwise on the Plans or as specified otherwise in these Special Provisions or as directed by the NCDOT Ferry Division, shall furnish, install, lubricate, test, paint, and place in satisfactory operating condition the items described above. This includes all related submittals, documentation, spare components and training specified herein.

These plans and specifications show the intent and general requirements of the work. Additional detailing and measurements shall be provided by the Contractor to provide necessary submittals and complete the installation.

Contractor is hereby informed that additional miscellaneous materials and hardware may be required beyond what is explicitly detailed on the plans. Such material shall be furnished and installed as necessary to complete the new ramp electrical system as shown on the plans and described in these specifications, at no additional cost.

Codes and Standards

The Contractor shall perform all work and install all materials and equipment in accordance with the applicable sections of the following:

- a. National Fire Protection Association 70 National Electrical Code (NEC)
- b. National Fire Protection Association 101 Life Safety Code (NFPA-101)
- c. Underwriter's Laboratory (UL)
- d. American National Standards Institute (ANSI)
- e. National Electrical Manufacturer's Association (NEMA)
- f. Institute of Electrical and Electronics Engineers (IEEE)
- g. International Cable Engineers Association (ICEA)
- h. The Occupational Safety and Health Act (OSHA)
- i. International Electrical Testing Association (NETA)
- j. Insulated Power Cable Engineers Association (IPCEA)
- k. American Society for Testing and Material (ASTM)
- l. Any applicable local rules and ordinances.

Nothing in these Plans and Special Provisions shall be construed to permit work that does not conform to governing codes or regulations. If conflict occurs between the aforementioned

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codes and the Plans and Special Provisions, the conflict shall be referred to the Engineer for resolution.

Submittals

All submittals shall be identified with the name of the ramp, the contract number, the contractor's name and the identification of the system or unit the submittal is in reference to.

The Contractor shall submit a complete installation procedure and schedule for installing and testing which shall include but not be limited to a detailed sequence of construction, detailed drawings for any temporary works, mobilization plans, conduit and wire conductor layout, and electrical enclosure location and layout a minimum of 21 days prior to mobilization.

Electrical: Installation Submittals

- a. Cutsheets shall be provided for all commercial components. The cutsheet shall indicate the full part number of the component. Where multiple versions or sizes of components are given on the same cutsheet, the specific part shall be indicated. All of the catalog sheets for the component shall be included with the cutsheet submittal.
- b. Any other drawings, which may in the opinion of NCDOT or the Engineer, be necessary to show the electrical work.
- c. Upon completion of the work, the Contractor shall correct all shop or working drawings to show the work as constructed and provide As-Built copies to NCDOT. As-built drawings shall include dimensioned assembly views and all dimensions of all parts manufactured and installed on the bridge by the Contractor. As part of this As-built package, all manufacturers' cutsheets, operation and installation manuals, certificates, and maintenance information shall be submitted.

The Contractor shall submit to NCDOT for approval all of the aforementioned submittals. In case of correction or rejection, the Contractor shall resubmit until they are approved. The Contractor shall bear all costs for damages, which may result from the ordering of any materials prior to any required approval; and no work shall be done until the drawings have been approved.

Substitutions

Each proposed substitution shall be accompanied with a cover letter stating that the substitution meets or exceeds all of the project Plans and Special Provisions, and that all engineering necessary to incorporate the substitution into the project has been completed and is included in the submittal of the substitution.

An equivalent item made by another manufacturer may be substituted for the specified item (unless otherwise prohibited), subject to the written approval of the Engineer.

All necessary changes to the project required by the substitution related to mechanical, structural and/or electrical work and all the required engineering design to completely verify the adequacy of the substitution and subsequent related changes shall be made by the Contractor at no additional cost to the Contracting Agency.

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The Contractor shall submit sufficient data for the proposed substitution to demonstrate its equivalency to the specified item, including engineering calculations.

The Engineer's decision on whether a proposed substitution is equivalent to the item specified shall be final. The approval of a proposed substitution by the Engineer shall not relieve the Contractor of any contractual responsibility in regard to defective material or workmanship and the necessity for replacing the same.

Quality Assurance

The Contractor's responsibilities include:

- a. Operation and maintenance of the existing ramps equipment up to acceptance of the final operating system.
- b. Removal of all existing equipment to be replaced or otherwise noted on the plans or specifications.
- c. Complete installation of all equipment in accordance with the Contract.
- d. Coordinating the details of installation for all Special Provisions sections that affect the work covered under this Specification.

The Contractor, except as noted otherwise on the Plans or as specified otherwise in these Special Provisions, shall furnish, install, lubricate, test, paint, and place in satisfactory operating condition the items described above unless as directed by the NCDOT Ferry Division. This includes all related submittals, documentation, and spare components specified herein.

Contract

- a. Plans are diagrammatic. The Contractor shall be responsible for measuring all dimensions before proceeding with the work.
- b. Contractor is responsible for installing all wiring required to provide a complete and operable system. All revised wiring shall be documented on the as-built drawings.

Electrical Coordination for Ferry Operations

- a. All electrical outages or disruptions during construction must be coordinated with Bayview - Aurora Ferry Operations through the Resident Engineer with a minimum of 10-working-days-notice.

Departures from Contract

- a. Submit to the Engineer, in writing, details of all proposed departures from this Contract and the reasons therefore. Make no such departures without written approval of the Engineer.

Guarantees and Warranties

Provide a written warranty that the work is free from all defects. The Contractor shall replace or repair, to the satisfaction of the Engineer, any Contractor furnished part that may fail within

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a period of twelve (12) months after the certificate of final acceptance, provided that such failure is due to defects in material or workmanship, or failure to follow these Special Provisions or Plans.

MATERIALS

General

Furnish materials and equipment approved by UL listing wherever standards have been established by that agency.

Where two or more units of the same class of material or equipment are required, furnish products of a single manufacturer.

Furnish materials and equipment with manufacturer's standard finish system, except where otherwise specified. Furnish manufacturer's standard finish color, except where specific color is indicated. If manufacturer has no standard color, finish equipment with ANSI Number 61, light gray color.

Complete System

All the systems mentioned shall be complete and operational in every detail except where specifically noted otherwise. Nothing in these Special Provisions shall be construed as releasing the Contractor from furnishing such additional materials and performing all labor required to provide complete and correctly operating systems.

Panelboards

Each panelboards shall be of the dead-front type and shall be provided with quick- make, quick-break, thermal-trip, E-frame, bolt-on branch circuit breakers. Each breaker shall trip free of the operating handle, and the handle shall indicate the position of the breaker. Panelboard circuit breakers shall be approved equal to the Eaton Industrial Quick Lag Circuit Breakers model QBHW.

Each panelboard shall be provided with a circuit breaker in the mains and with a full- sized neutral bar. All branch circuits shall be numbered, and a typewritten directory shall be provided on the inside of each door. Circuit breakers shall meet the requirements of UL Standard 489. Panelboards shall be provided with number of circuit breakers (including four spares) as indicated on the Plans or as otherwise required by the existing conditions. Panelboards shall be rated 120/208-Volt, 3- phase, 4-wire panel and shall be code gauge stainless steel with ANSI 61 light gray enamel finish and rated NEMA 4X.

The Contractor shall verify the actual existing panelboard ratings, existing circuit breakers, spare slots, and load current ratings of the actual equipment approved for installation and modify circuit breaker ratings and conductor capacities where necessary to accommodate equipment of higher electrical load requirements.

Terminal Blocks

All terminations for conductors of Size No. 8 AWG and smaller shall made using modular, DIN rail mounted, corrosion resistant, feed through clamp type screw connection terminal

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blocks with vibration proof pressure plates. Terminal blocks shall be designed to be used with insulated wire ferrule terminal connectors. Ground terminals shall be provided where required and shall clamp the system ground with the enclosure. All paint shall be removed in the section where the ground terminal is installed. Terminal blocks shall have a minimum rating of 600 Volts, 32 amperes and shall be provided with jumper connectors where required to connect circuits and reduce wiring. Conducting parts shall be nickel plated copper and insulating material shall be flame retardant thermo plastic. Corrosion resistant marking strips shall be provided for conductor identification. At least ten- percent spare terminals shall be provided. Where specified terminal blocks shall include surge suppression and/or overcurrent protection. The size and type for all terminal blocks shall be similar. Trip indication shall be included. Terminal blocks shall be provided with factory printed labels for each connection point which correspond to the as-built drawings. The labels shall be installed on the top and bottom of each terminal block.

Wire Ferrules Connectors: Shall be seamless, heavy-duty insulated wire ferrules terminal lugs. Terminal lugs shall be installed per lug manufacturer recommendations using the proper tools approved by the manufacturer.

Fork Tongue Terminal Connectors: Shall be seamless, heavy-duty compression locking fork tongue terminals manufactured from pure electrolytic copper tubing. Terminals shall be tin plated and provided with a double-thick flanged or locking fork tongue and insulation grip. Terminals and compression tools shall be as approved by the Engineer.

Grounding

Grounding of the new electrical circuits and equipment shall meet the requirements of Article 250 of the NEC.

Metallic grounding bushings are to be used on all metallic conduits and fittings, and shall be bonded to the equipment grounding conductor(s). Equipment grounding conductors shall be pulled in all conduit runs, both metallic and non-metallic. These conductors are to be sized in accordance with Article 250 of the NEC or as shown on the plans, and are to be bare copper or color coded green, in accordance with the NEC.

All equipment and devices are to be bonded to the equipment grounds including all panelboards, all messenger cable, junction boxes, enclosures, and troughs. All conduit and feeder schedules listing conduit size and circuit conductors do not include the equipment grounding conductors, but these are to be furnished in these runs as detailed above.

PVC-RGS Conduit

All conduits shall be supported at 6' maximum intervals.

All conduit, boxes, fittings, supports and accessories shall be of the same manufacturer, when possible, unless specifically approved by the engineer in writing.

All conduits embedded or penetrating walls, floors, grating, concrete pads and ceilings shall have a type 316 stainless steel pipe sleeve.

The conduits shall be manufactured by Ocal Blue, Plasti-Bond, or Calbond, unless otherwise approved by the Engineer.

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All conduits and other components shall be of the same manufacturer, unless approved by the Engineer.

All conduits shall conform to NEMA RN-1

All conduits and boxes prior to coating shall conform to: Federal Specification WW-C-581E, ANSI specification C80.1 and UL 6.

The interior of the conduit shall have a urethane coating of a nominal thickness of .002 inch (2 mils).

The exterior of the conduit shall have PVC coating of a minimum thickness of .040 inch (40 mils) applied by dipping in liquid plastisol.

The conduits shall be bendable without damage to either the interior or exterior coating.

- a. The conduit shall be hot dipped galvanized inside and out with hot dipped galvanized threads. The hot dipped galvanized threads shall be coated with urethane. The zinc coating shall be intact & undisturbed.

Fittings

- a. Stainless steel encapsulated screws shall be supplied with all form 7 and form 8 fittings.
- b. All hubs on fittings and couplings shall have a PVC sleeve extending one pipe diameter or 2 inches, whichever is less. The I.D. of the sleeve to be equal to the O.D. of the uncoated pipe

Expansion Fittings

- a. The expansion fitting shall be designed to allow for linear expansion contraction of the conduit system due to changes in temperature.
- b. The design shall also allow for easy installation and removal of fitting without the need for special tools.
- c. The expansion fitting shall be able to withstand a minimum temperature range of -20°F and 140°F without any defatation or failure.
- d. The dimension of expansion shall be within the tolerance limits, specified by the writing Engineer.

Deflection Fittings

- a. The deflection fittings shall be designed and manufactured to UL 514B standards.
- b. The deflection fittings shall be available in size ranges, requested by the writing Engineer.
- c. The deflection fittings shall be designed with a unique hinge mechanism that allows for the desired deflection angle, while maintaining secure connection to the conduit system.
- d. The fittings shall be designed and constructed to be corrosion-resistant and UV-resistant, ensuring long-lasting performance in obscure conditions.

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Liquid Tight Flexible Metal Conduit

Shall be manufactured by Atkore or approved equal.

LFMC shall also be used to make connections to instrumentation, and anywhere else as specified on the contract drawings.

LFMC core shall be 316 stainless steel.

LFMC shall be double buckle style.

LFMC shall have an extruded PVC outer jacket.

Shall be Liquid and vapor tight.

LFMC fittings shall be 316 stainless steel. Malleable iron or other material is not acceptable.

Luminaires

Luminaires shall have a distribution type V.

Luminaires shall be 120 VAC.

Luminaires shall be 4000K.

Luminaires shall be a minimum of 135 W.

Luminaires shall be manufactured by American Electric or approved equal.

Luminaires shall be LED.

Luminaires shall have a rated lifespan of 100,000 hours.

Luminaires shall have a photocell included.

Boxes / Enclosures / Cabinets / Wireways

All boxes / enclosures / cabinets / wireways shall be manufactured by Hammond, Hoffman, Saginaw or equal as approved by the Engineer.

All exterior boxes / enclosures / cabinets / wireways shall be NEMA 4X or as indicated in the contract drawings, type 316 or 316L stainless steel with a continuous hinge. NEMA 3R boxes / enclosures / cabinets shall not be acceptable unless otherwise noted.

All interior boxes / enclosures / cabinets / wireways shall be NEMA 12 as indicated in the contract drawings, type 316 or 316L stainless steel with a continuous hinge. NEMA 1 boxes / enclosures / cabinets shall not be acceptable unless otherwise noted.

All boxes / enclosures / cabinets / wireways shall be provided with stainless steel mounting lugs and shall be securely fastened to the structure with not less than four bolts. All associated hardware shall match the material of the boxes / enclosures / cabinets / wireways.

All cabinets shall be a three-point latch or LP Style quick release clamp type or approved equal.

The conduit ends projecting into all boxes / enclosures / cabinets / wireways shall be equipped with raintight insulated hubs and grounding bushings.

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No boxes / enclosures / cabinets / wireways shall be drilled for more conduits than actually enter it. If additional holes are made patches are not acceptable and the boxes / enclosures / cabinets will be replaced in kind at no additional cost to the Department.

All boxes / enclosures / cabinets will be provided with a tin-plated copper ground bar.

All boxes / enclosures / cabinets shall have a sub panel installed for mounting equipment or approved equal. All sub panels material shall match the material of the boxes / enclosures / cabinets.

All boxes / enclosures / cabinets shall be bottom entry or side entry unless approved otherwise by the Engineer.

All boxes / enclosures / cabinets / wireways shall be UL listed.

Nameplates

Nameplates shall be made of laminated phenolic plastic with white front and back and black core and shall be not less than 3/32 inches thick. All electrical equipment shall be provided with a nameplate. The lettering shall be etched through the front layer to show black engraved letters on a white background. Lettering shall be not less than one-quarter inch high, unless otherwise detailed in the Plans. Nameplates shall be securely fastened to the equipment with a waterproof epoxy.

Each switch, cabinet, enclosure, panel, and terminal box shall be provided a nameplate to identify the panel. The nameplate shall have the name of the equipment written out, the alpha-numeric identifier for the equipment, and the highest voltage rating of the equipment.

Hardware

All hardware, mounting bolts, nuts, washers and other detail parts used for fastening conduit clamps, conduit supports, mounting plates, preformed channels, brackets and other electrical equipment shall be of 316 stainless steel conforming to the requirements of ASTM A593, Type 316. Bolt heads and nuts shall be hexagonal, and shall be provided with medium series lock washers. Bolts smaller than 1/2 inch in diameter shall not be used except as may be necessary to fit the mounting holes in small limit switches, boxes and similar standard devices.

316 Stainless steel supports, brackets, boxes and other equipment mounted on concrete surfaces shall be provided with a full neoprene gasket not less than 1/8-inch thick, between the equipment and the surface of the concrete.

All threaded rod for the electrical equipment supports shall be one-half inch, 316 stainless steel, threaded rod.

Anchors for fastening equipment or brackets to concrete surfaces shall be epoxy resin bonded anchors.

Beam Clamps are not permitted.

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Wire Conductors and Cable

All wiring and cables and their insulation and covering shall be of a nationally recognized brand, acceptable to the Engineer, and shall have marks always used on the particular brand for identifying it.

All wiring and cables shall conform to NEMA Publication No. WC-70, and UL Standard 44.

All conductors shall be UL-listed Type RHW-2 or XHHW-2 suitable for operation at 600 VAC or less in wet or dry locations, including direct burial in the earth, unless otherwise noted.

All splices and taps shall be made in accordance with AASHTO Section 8.9.2. All splices shall be made on terminal blocks, unless otherwise noted. Wire nuts or inline splices shall not be used.

Conductors shall not be smaller than No. 12 AWG, unless otherwise noted.

All conductors shall be stranded type.

All spare conductors shall be labeled as spare and terminated on a terminal block.

All spare conductors shall have a unique wire label.

Permanent wire markers shall be used for wire marking at all splices, terminals, and lugs in all cabinets, wire ways, and junction boxes.

Wire identification shall be professionally and permanently typewritten, in black, on a white field. Markers shall be at least 4.0 mills thick vinyl with a high tack acrylic adhesive.

Markers shall be self-laminating and shall incorporate a laminating feature to protect the legend (wire marker identification) with a clear overlay of vinyl.

Other wire marker types meeting these general specifications, applied by professional marking equipment may be considered by the Engineer. Sleeve type markers which are sized to fit the wire snugly shall be provided with adhesive or be the heat shrinkable type. However, clear vinyl must be used to protect the legend in all cases.

Embossing or painting wire insulation for wire identification shall not be permitted.

Wire numbers shall be permanently attached to the wire within 1.0 inches of termination. All wiring connections at any terminal strips or lugs shall have the numbers facing out for easy troubleshooting without the need to move the wire.

CONSTRUCTION

General

In the event of conflicts between components shown in the Plans and existing openings, structural members and/or components of other existing systems and equipment having fixed locations, the Contractor shall consult the Engineer. The Engineer's decision shall govern.

Special attention is called to the fact that this structure moves and that allowances for clearance, snagging of cables and amount of displacement shall be considered. All

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interference with new and existing structural elements caused by the Contractor's operations shall be corrected by the Contractor at no additional expense to the Contracting Agency.

Any temporary or permanent modifications to the ramps which the Contractor deems necessary in order to perform the work shown on the Plans or in the Special Provisions, or as a result of any substitutions or departures from the Contract shall be submitted to the Engineer for approval.

Cleaning and Painting

All equipment, whether exposed to the weather or not shall be covered to protect it from water, dust and dirt.

After installing, all metal finishes shall be cleaned and polished, cleaned of all dirt, rust, cement, plaster, grease and paint.

Scratched surfaces shall be refinished with paint matching the original finish.

Equipment Identification

Furnish and install identifying engraved nameplates on all equipment, including pull boxes, to clearly indicate the use, area served, circuit identification, voltage, and equipment ratings.

Hangers and Supports

Furnish and install hangers, brackets, suspension rods and supplementary steel to support equipment. Hangers and supports shall be 316 stainless steel or hot-dipped galvanized after fabrication and/or drilling.

Field Testing

Final acceptance testing shall be performed by the Contractor in the presence of the Engineer. Ten working days' notice shall be provided to the Engineer for the final acceptance testing. Each ramp shall be tested a minimum of 10 deficiency-free full raise and lower cycles and approved by the Engineer. Any deficiency found shall be remedied by the Contractor to the satisfaction of the Engineer and the testing shall restart until 10 deficiency-free full raise and lower cycles can be achieved.

The Contractor shall perform field testing of all equipment. The testing shall be coordinated with the mechanical equipment field testing. The equipment to be tested shall include pushbutton ramp control, control cabinet, panelboards, ferry receptacle, transfer switch including backup and normal power operation, ramp light, hydraulic power unit, and all associated electrical equipment.

The Contractor shall perform field testing of all equipment. The testing shall be coordinated with the mechanical equipment field testing. The equipment to be tested shall include pushbutton ramp control, control cabinet, panelboards, ferry receptacle, transfer switch including backup and normal power operation, ramp light, hydraulic power unit, and all associated electrical equipment.

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MEASUREMENT AND PAYMENT

Ramp Electrical Repair Work for Bayview -Aurora Ferry Ramp Repairs will not be measured for payment. The lump sum price for *Ramp Electrical Repair Work* shall constitute full compensation for all material, labor and equipment required or incidental to the satisfactory completion of the work in accordance with the requirements of the Contract Plans and these Special Provisions. The Contractor shall pay all fees and expenses for testing, and any other cost he may incur in constructing the ramp electrical system.

The lump sum price shall include all spare parts required.

Payment will be made under:

Pay Item	Pay Unit
Ramp Electrical Repair Work	Lump Sum

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CONCRETE WASHOUT:

(10-22-15)(Rev. 4-15-25)

Description

Concrete washouts are impermeable enclosures, above or below grade, to contain concrete wastewater and associated concrete mix from cleaning of ready-mix trucks, drums, pumps, tools or other equipment. Concrete washouts must collect and retain all the concrete washout water and solids, so that this material does not migrate to surface waters or into the ground water. These enclosures are not intended for concrete waste not associated with washout operations.

Acceptable concrete washouts may include constructed earthen structures, above or below ground, or commercially available devices designed specifically to capture concrete wash water.

Materials

Refer to Division 10 of the *Standard Specifications*.

Item	Section
Temporary Silt Fence	1605

Safety Fence shall meet the specifications as provided elsewhere in this contract.

Geomembrane basin liner shall consist of a minimum 10 mil thick polypropylene or polyethylene geomembrane.

Construction Methods

Build an enclosed earthen berm or excavate to form an enclosure in accordance with the details and as directed by the Engineer near the project entrance(s) or at location(s) of concrete operations. Structures shall be constructed a minimum of 50 feet from drainage conveyances or jurisdictional streams or wetlands. Alternate structure designs or plans for management of concrete washout may be submitted for review and approval by the Engineer. Include in the alternate plan the method used to retain, treat and dispose of the concrete washout wastewater generated within the project limits and in accordance with the minimum setback requirements.

Install temporary silt fence around the perimeter of the structure enclosure in accordance with the details and as directed by the Engineer if the structure is not located in an area where existing erosion and sedimentation control devices are capable of containing stormwater runoff.

Post a sign with the words “Concrete Washout” in close proximity of the concrete washout area, so it is clearly visible to site personnel. Install safety fence as directed by the Engineer for visibility to construction traffic.

Install prefabricated concrete washouts, designed specifically to capture concrete wash water, at locations of additional concrete pouring operations. Acceptable systems may include geotextile lined containers, vinyl or plastic containers or roll-off containers, with or without filter bags with

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a minimum functional holding capacity of 36 cubic feet (1.33 cubic yards). Submit prefabricated concrete washout system for approval by the Engineer prior to installation. Place prefabricated concrete washout devices to a minimum 50 foot setback from drainage conveyances and jurisdictional streams and wetlands. If the minimum setback cannot be achieved, provide secondary containment to prevent accidental release of wastewater from reaching drainage conveyances or streams.

Prefabricated concrete washouts must be clearly and visibly labeled as such, either by the manufacturer on the product itself, or by a sign with the words "Concrete Washout" in close proximity of the concrete washout area so it is clearly visible to site personnel.

Maintenance and Removal

Maintain the concrete washout structure(s) to provide adequate holding capacity plus a minimum freeboard of 12 inches. Remove and dispose of hardened concrete and return the structure to a functional condition after reaching 75% capacity. Inspect concrete washout structures for damage to liner or structure to maintain functionality.

Maintain prefabricated concrete washout systems per manufacturer's recommendations. Inspect concrete washout structures for damage to linings or structure and repair or replace as necessary.

Remove the concrete washout structures and sign upon project completion. Grade the area to match the existing topography and permanently seed and mulch area. Dispose of prefabricated concrete washout structures according to state or local waste regulations.

Measurement and Payment

Concrete Washout Structure will be measured and paid per each enclosure installed in accordance with the details in the plans. If alternate plans or details are approved, those structures will also be paid for per each approved and installed structure. Such price and payment will be full compensation for all work including, but not limited to, furnishing all materials, labor, equipment, signage, slurry solidification and incidentals necessary to construct, maintain and remove *Concrete Washout Structure* and dispose of residual concrete washout wastewater and concrete solids.

Prefabricated Concrete Washout will be measured and paid per each system installed in accordance with the manufacturer's recommendations. Such price and payment will be full compensation for all work including, but not limited to, furnishing all materials, labor, equipment, signage, slurry solidification and incidentals necessary to install, maintain and remove *Prefabricated Concrete Washout*, and dispose of residual concrete washout wastewater and concrete solids.

Temporary Silt Fence will be measured and paid for in accordance with Article 1605-5 of the *Standard Specifications*.

Safety Fence shall be measured and paid for as provided elsewhere in this contract.

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No measurement will be made for over excavation or stockpiling or other items necessary to complete this work.

Payment will be made under:

Pay Item	Pay Unit
Concrete Washout Structure	Each
Prefabricated Concrete Washout	Each

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	2 EA		
STRUCTURE ITEMS						
0003	8660000000-E	SP	CONCRETE REPAIRS	0.2 CF		
0004	8860000000-N	SP	GENERIC STRUCTURE ITEM RAMP ELECTRICAL REPAIR WORK	Lump Sum	L.S.	
0005	8860000000-N	SP	GENERIC STRUCTURE ITEM RAMP MECHANICAL REPAIR WORK	Lump Sum	L.S.	
0006	8860000000-N	SP	GENERIC STRUCTURE ITEM STEEL BEARING REPAIRS	Lump Sum	L.S.	
0007	8860000000-N	SP	GENERIC STRUCTURE ITEM STEEL REPAIRS	Lump Sum	L.S.	
0008	8867000000-E	SP	GENERIC STRUCTURE ITEM PILE JACKETS	374.4 LF		
0009	8867000000-E	SP	GENERIC STRUCTURE ITEM UNTREATED WHITE OAK TIMBER	1,265 LF		
0010	8889000000-E	SP	GENERIC STRUCTURE ITEM STEEL PILE REPAIRS	1,232 LB		
0011	8892000000-E	SP	GENERIC STRUCTURE ITEM ULTRA-HIGH MOLECULAR WEIGHT POLYETHYLENE	575 SF		
0012	8897000000-N	SP	GENERIC STRUCTURE ITEM STEEL BEAM CRACK REPAIR	13 EA		

1311/Aug31/Q3466.6/D94629600000/E12

Total Amount Of Bid For Entire Project :

DA00711

STATE

Execution of Contract

Contract No: DA00711

County: Beaufort

ACCEPTED BY THE DEPARTMENT

Contract Officer

Date

Signature Sheet (Bid) - ACCEPTANCE SHEET