

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 12 DISTRICT 3

CONTRACT PROPOSAL

WBS ELEMENT: 45342.3.FR11

ROUTES: NC 150

COUNTY: Catawba

DESCRIPTION: Guardrail Removal and Installation at Bridges #12,#44,#99,#117 & #138

BID OPENING: 10:00 A.M. on Tuesday, November 26, 2013 at the Division 12 Office
located at 1710 East Marion Street in Shelby.

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD OR SBE PROJECT.

NAME OF BIDDER

ADDRESS OF BIDDER

***** DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL *****

RETURN BIDS TO:

M.L. Holder, P.E., Division Engineer
P.O Box 47
Shelby, NC. 28151
(704) 480-9022

5% BID BOND OR BID DEPOST REQUIRED

* IF YOU HAVE ANY QUESTIONS CONCERNING THIS CONTRACT, PLEASE CONTACT
the District III Office at (704) 748-2400

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 shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid sheet furnished by NCDOT with the **proposal** shall be used and shall not be altered in any manner. **This includes proposals downloaded from the Division 12 Website.**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name and signature of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number (or Social Security Number of Individual)
 - e. Contractor's License Number (if Applicable)
8. **Bids submitted by corporations shall bear the seal of the corporation.**
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION 12 OFFICE LOCATED AT 1710 EAST MARION STREET, SHELBY, NC 28150 BY 10:00 a.m. on Tuesday, November 26, 2013.**
12. The sealed bid **must** display the following statement on the front of the sealed envelope:

QUOTATION FOR

WBS ELEMENT: 45342.3.FR11

DESCRIPTION: Guardrail removal and installation.

TO BE OPENED AT: 10:00 a.m. on Tuesday, November 26, 2013 at the Division 12 Office located at 1710 E. Marion St. in Shelby.

13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**M.L. HOLDER, P.E.
DIVISION ENGINEER
P.O. BOX 47
SHELBY, NC 28151**

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (*excluding 102-2 and 102-11*) of the **Standard Specifications for Roads and Structures 2012**. The lowest responsible bidder will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

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DBE-IS Form

Division Contract Bid Form

DIVISION CONTRACT

Project Special Provisions General

GENERAL

This contract is for the removal of existing guardrail and installation of new guardrail along NC 150 in Catawba County. The Contractor shall supply all necessary traffic control devices, labor, materials and equipment to perform the proposed work. All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures 2012, the North Carolina Department of Transportation Roadway Standards Drawings 2012, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

CONTRACT TIME AND LIQUIDATED DAMAGES:

(7-1-95)

RG 06

The availability date for this contract will be January 6, 2014.

The completion date for this contract will be June 30, 2014.

No extensions will be authorized except as authorized by Article 108-10 of the current Standard Specifications.

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

No work will be permitted and no purchase order will be issued until all required bonds, proofs of insurance and all other prerequisite conditions and certifications have been satisfied.

No work will be permitted before a preconstruction meeting has been scheduled. Please contact Mr. Reuben Chandler, Division Construction Engineer at (704) 480-9020.

Liquidated damages for this contract will be **Five Hundred Dollars (\$500.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES

(2-20-07)

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall **not** close or narrow a lane of traffic on **NC 150** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday thru Sunday 6:00 a.m. until 7:00 p.m.

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

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

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

8. For **Christmas**, between the hours of 8:00 a.m. the Friday **before the week of Christmas Day** and 8:00 p.m. the following Monday **after the week of Christmas Day**.

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

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

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

The liquidated damages are **Three Hundred Dollars (\$300.00)** per hour.

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

(6-18-13)

108

SP1 G14 K

The Contractor shall complete the work required of **installing guardrail** along and adjacent to **Bridge # 138** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is **January 6, 2014**

The completion date for this intermediate contract time is **March 28, 2014**.

The liquidated damages are **Five Hundred Dollars (\$500.00)** per calendar

PROSECUTION OF WORK:

(7-1-95)

RG 09

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 **Five Hundred Dollars (\$500.00) per calendar day** 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.

RAILROAD GRADE CROSSING:

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

107-9

SP1 G 17R

The Contractor's attention is directed that should the use of slow moving or stopped equipment be required at railroad grade crossings, notify the railroad's local representative of their anticipated time of work at the grade crossing at least 48 hours prior to performing work in that grade crossing location.

MAJOR CONTRACT ITEMS:

(2-19-02)

104

SP1 G28

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

| Line # | Description |
|---------------|----------------------|
| 3 | Steel Beam Guardrail |

NO SPECIALTY ITEMS

None of the items included in this contract will be specialty items (See Article 108-6 of the Standard Specifications).

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08) (Rev. 6-19-12)

108-2

SP1 G58

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

| Fiscal Year | Progress (% of Dollar Value) |
|--------------------|-------------------------------------|
| 2013 | 100% of Total Amount Bid |

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

CONTRACT PAYMENT AND PERFORMANCE BOND

A performance bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contract in accordance with specifications and conditions of the contract is required for Construction contracts of \$500,000 or more. Such bond shall be solely for the protection of the North Carolina Department of Transportation and the State of North Carolina.

A payment bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the prompt payment for all labor or materials for which the Contractor, or his subcontractors, are liable is required for Construction contracts greater than \$500,000. The payment bond shall be solely for the protection of persons or firms furnishing materials or performing labor for this contract for which the Contractor is liable.

The successful bidder, within fourteen (14) days after notice of award, shall provide the Department with a contract payment bond and a contract performance bond each in an amount equal to 100 percent of the amount of the contract.

DISADVANTAGED BUSINESS ENTERPRISE (DIVISIONS):

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

102-15(J)

SP1 G62

Description

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

Definitions

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

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

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

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

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

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

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

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

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

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

Forms and Websites Referenced in this Provision

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

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

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

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

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

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

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

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

DBE Goal

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

Disadvantaged Business Enterprises **0** %

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

Directory of Transportation Firms (Directory)

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

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

Listing of DBE Subcontractors

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

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

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

DBE Prime Contractor

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

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

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

Written Documentation – Letter of Intent

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

The documentation shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth 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 12:00 noon on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed DBE to be used toward the DBE goal, or if the form is incomplete (i.e. both signatures are not present), the DBE participation will not count toward meeting the DBE goal. If the lack of this participation drops the commitment below the DBE goal, the Contractor shall submit evidence of good faith efforts, completed in its entirety, to the Engineer no later than 12:00 noon on 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 12:00 noon on the next official state business day.

Submission of Good Faith Effort

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

One complete set and 9 copies of this information shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth 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 12:00 noon 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 DBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

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

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

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

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

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

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

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

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

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

Non-Good Faith Appeal

The 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 DBE Participation Toward Meeting DBE Goal

(A) Participation

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

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

(E) Suppliers

A contractor may count toward its DBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and

obtained from a DBE regular dealer and 100 percent of such expenditures from a DBE manufacturer.

(F) **Manufacturers and Regular Dealers**

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

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

Commercially Useful Function

(A) **DBE Utilization**

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

(B) **DBE Utilization in Trucking**

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

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

DBE Replacement

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

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

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

(A) Performance Related Replacement

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

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

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

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

Changes in the Work

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

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

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

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

Reports and Documentation

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

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

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

Reporting Disadvantaged Business Enterprise Participation

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

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

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

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

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

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

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

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

Failure to Meet Contract Requirements

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

CERTIFICATION FOR FEDERAL-AID CONTRACTS:

(3-21-90)

SP1 G85

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

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

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

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

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:

(11-22-94)

108-5

SP1 G100

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

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

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

LOCATING EXISTING UNDERGROUND UTILITIES:

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

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

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

COOPERATION BETWEEN CONTRACTORS:

(7-1-95)

105-7

SP1 G133

The Contractor's attention is directed to Article 105-7 of the *2012 Standard Specifications*.

Bridge # 138 repairs currently under contract # C203075 with American Bridge Company

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.

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.

DOMESTIC STEEL:

(4-16-13)

106

SP1 G120

Revise the *2012 Standard Specifications* as follows:

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

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

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09)

RG 152

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

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

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

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

CONTRACTOR CLAIM SUBMITTAL FORM

(9-16-08)

RG 140

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

http://ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/.

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the District Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty days shall be a bar to recovery.

EMPLOYMENT:

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

108, 102

RG184

Revise the *2012 Standard Specifications* as follows:

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

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

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

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to “State Highway Administrator” with “Chief Engineer”.

WORKERS’ COMPENSATION INSURANCE

The contractor shall defend, indemnify and hold harmless the North Carolina Department of Transportation, its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney’s fees and other costs of litigation) arising out

of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the contractor, its agents, employees, and subcontractors or any one for whom the contractor may be responsible. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The contractor shall indemnify and hold harmless the Department of Transportation from any claim, demand, suit, liability, judgment, and expense involving damage or loss to the contractor's equipment (including vandalism, theft, fire and acts of God) arising out of or relating to work performed under this agreement. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The contractor further agrees to indemnify the Department of Transportation for any damages to the roadway, highway signs, highway equipment and other property owned or in possession of the Department of Transportation, brought about by reason of the negligent operation of the leased equipment. The contractor further agrees to indemnify and save harmless the Department of Transportation, its officers and employees from any claims or amounts recovered by any of the contractor's employees under the Worker's Compensation Act.

Pursuant to N.C.G.S. § 97-19, all contractors of the Department of Transportation are, prior to beginning services, required to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors stating that it has complied with N.C.G.S. § 97-93 irrespective of whether subcontractors have regularly in service fewer than three employees in the same business within the State of North Carolina, and subcontractors shall be hereinafter liable under the Workers' Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an accident arising out of and in the course of performance of the work insured by the subcontractor.

Proof of Insurance shall be furnished to the Engineer prior to beginning work

MATERIALS:

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

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

SP10 R01

Revise the 2012 Standard Specifications as follows:

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

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

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

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

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

All fencing material and accessories shall meet Section 106.

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

| TABLE 1005-1 AGGREGATE GRADATION - COARSE AGGREGATE | | | | | | | | | | | | | |
|--|-----------|---------------|-----------|-------------|-------------|-------------|-----------|-----------|------------|------------|------------|-------------------|--|
| Percentage of Total by Weight Passing | | | | | | | | | | | | | |
| Sld. Size # | 2" | 1 1/2" | 1" | 3/4" | 1/2" | 3/8" | #4 | #8 | #10 | #16 | #40 | #200 | Remarks |
| 4 | 100 | 90-100 | 20-55 | 0-15 | - | 0-5 | - | - | - | - | - | A | Asphalt Plant Mix |
| 467M | 100 | 95-100 | - | 35-70 | - | 0-30 | 0-5 | - | - | - | - | A | Asphalt Plant Mix |
| 5 | - | 100 | 90-100 | 20-55 | 0-10 | 0-5 | - | - | - | - | - | A | AST, Sediment Control Stone |
| 57 | - | 100 | 95-100 | - | 25-60 | - | 0-10 | 0-5 | - | - | - | A | AST, Str. Concrete, Shoulder Drain, Sediment Control Stone |
| 57M | - | 100 | 95-100 | - | 25-45 | - | 0-10 | 0-5 | - | - | - | A | AST, Concrete Pavement |
| 6M | - | - | 100 | 90-100 | 20-55 | 0-20 | 0-8 | - | - | - | - | A | AST |
| 67 | - | - | 100 | 90-100 | - | 20-55 | 0-10 | 0-5 | - | - | - | A | AST, Str. Concrete, Asphalt Plant Mix |
| 78M | - | - | - | 100 | 98-100 | 75-100 | 20-45 | 0-15 | - | - | - | A | Asphalt Plant Mix, AST, Str. Conc, Weep Hole Drains |
| 14M | - | - | - | - | - | 100 | 35-70 | 5-20 | - | 0-8 | - | A | Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete |
| 9 | - | - | - | - | - | 100 | 85-100 | 10-40 | - | 0-10 | - | A | AST |
| ABC | - | 100 | 75-97 | - | 55-80 | - | 35-55 | - | 25-45 | - | 14-30 | 4-12 ^B | Aggregate Base Course, Aggregate Stabilization |
| ABC (M) | - | 100 | 75-100 | - | 45-79 | - | 20-40 | - | 0-25 | - | - | 0-12 ^B | Maintenance Stabilization |
| Light-weight C | - | - | - | - | 100 | 80-100 | 5-40 | 0-20 | - | 0-10 | - | 0-2.5 | AST |

A. See Subarticle 1005-4(A).

B. See Subarticle 1005-4(B).

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

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

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

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

| TABLE 1078-1 REQUIREMENTS FOR CONCRETE | | |
|---|---|--|
| Property | 28 Day Design Compressive Strength 6,000 psi or less | 28 Day Design Compressive Strength greater than 6,000 psi |
| Maximum Water/Cementitious Material Ratio | 0.45 | 0.40 |
| Maximum Slump without HRWR | 3.5" | 3.5" |
| Maximum Slump with HRWR | 8" | 8" |
| Air Content (upon discharge into forms) | 5 + 2% | 5 + 2% |

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MANDATORY SUBCONTRACTOR INFORMATION

The Contractor is to provide a list of all proposed subcontractors he or she plans to use on this project. This list shall include all subcontractors that will be used, not only MBE, WBE or DBE firms. Only pre-approved subcontractors that are registered with the NCDOT may be used. A listing of all contractors (prime or subcontractor) may be found at the following website:

<http://apps.dot.state.nc.us/vendor/directory/>

Subcontract Approval Form (Form SAF) must be completed for each subcontractor that will be used and returned prior to the issuance of the purchase order. This form can be found at the following website:

http://www.ncdot.org/doh/operations/dp_chief_eng/constructionunit/saf.xls

If the proposed subcontractor cannot fulfill their obligation and a substitute must be used, then an appropriate form for the replacement subcontractor must be delivered to the administering officer before the new subcontractor is used.

Failure to provide this information (regardless of any goals in contract) may result in the contract being awarded to another contractor.

PARTIAL PAYMENT and INVOICES

Payment will be made at the contract unit price. Prices and payment will be full compensation for all work covered.

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period.

All work items necessary to complete the work other than listed on the "Bid Form" will be considered incidental in nature and no further compensation will be made. Any work performed in an unsatisfactory manner could be a basis for cancellation of the contract.

Invoices should be sent to:

North Carolina Department of Transportation
Lex Garey, Resident Engineer
5110 E. Dixon Blvd.
Kings Mtn., NC 28086

Invoices may also be delivered to the Kings Mtn. Residents Office at 5110 East Dixon Blvd., Kings Mountain, NC.

All invoices must contain the contract number, purchase order number, invoice number and invoice date along with any other subsequent paperwork as required as part of this contract.

PROJECT SPECIAL PROVISIONS ROADWAY

REMOVE EXISTING GUARDRAIL

(District SP)

Revise the *2012 Standard Specifications* as follows:

Page 8-41, Subarticle 863-2 add the following paragraph at the end:

Guardrail shall be removed in such a manner as not to endanger the traveling public. Any guardrail section(s), especially those including end units, that are removed shall be replaced by erecting new guardrail section(s), including end units, prior to the end of the days operation or prior to removing lane closure(s) and returning traffic to its original pattern.

GUARDRAIL ANCHOR UNITS, TYPE 350:

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

862

SP8 R65

Description

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

Materials

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

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

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

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

Road Systems, Inc.
3616 Old Howard County Airport
Big Spring, Texas 79720

Telephone: 915-263-2435

Prior to installation the Contractor shall submit to the Engineer:

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

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

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

| Pay Item | Pay Unit |
|----------------------------------|-----------------|
| Guardrail Anchor Units, Type 350 | Each |

SUBSURFACE INFORMATION:

(7-1-95)

450

SP1 G112 A

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

DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project.

The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract. Any driveway paved by a Contractor which ties into a NCDOT system road being paved by the Contractor must be paved either prior to the road paving project or after its completion.

TRAFFIC CONTROL:

(01-17-12) (Rev. 4-16-13)

RWZ-1

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

Install Work Zone Advance Warning Signs in accordance with Standard Drawing No. 1101.01 of the *2012 Roadway Standard Drawings* prior to beginning any other work. Use a lane closure or slow moving operation to complete the work, as necessary, unless otherwise indicated (refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02 and 1130.01 of the *2012 Roadway Standard Drawings*). Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to attached details and Standard Drawing No. 1101.01, 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, 1170.01 and 1180.01 of the *2012 Roadway Standard Drawings* when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal. Properly ballasted cones may be used instead of drums for lane closures during daylight hours. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 3 miles in length at any given time unless otherwise directed by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the *2012 Standard Specifications* and the Engineer.

When personnel and/or equipment are working on the shoulder adjacent to an undivided facility and within 5 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *2012 Roadway Standard Drawings* unless the work area is protected by barrier or guardrail. When personnel and/or equipment are working on the shoulder, adjacent to a divided facility and within 10 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *2012 Roadway Standard Drawings* unless the work area is protected by barrier or guardrail.

When personnel and/or equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the traffic control plans, *2012 Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Do not perform work involving heavy equipment within 15 feet of the edge of travel way when work is being performed behind a lane closure on the opposite side of the travel way. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

Do not exceed a difference of 2 inches in elevation between open lanes of traffic for nominal lifts of 1.5 inches. Install advance warning UNEVEN LANES signs (W8-11 at 48" X 48") 500 feet in advance and a minimum of once every half mile throughout the uneven area.

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

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

Backfill the unacceptable drop-off with suitable compacted material, as approved by the Engineer, at no expense to the Department. This work is not considered part of shoulder reconstruction.

When utilizing a slow-moving operation for such items as pavement marking placement, pavement marker installation and pesticide spraying, the slow moving operation caravan shall consist, as a minimum, of the vehicles and devices shown on the Moving Operation Caravan Details as shown on Standard Drawing No. 1101.02, sheets 11, 12 and 13 of the *2012 Roadway Standard Drawings*. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

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

1. Before working on ANY MAP, the Contractor shall submit a written construction sequence for traffic control and construction lighting for ALL MAPS to the Engineer at the first pre-construction meeting and the sequence must be approved before closing a lane of traffic. The Contractor and Engineer will coordinate with the Traffic Management Unit at 919-773-2800 or Traffic Services for additional traffic control guidance, as necessary.
2. Coordinate the installation of items required by the contract documents and resurfacing operations such that these operations are completed in the order as agreed upon with the Engineer at the first pre-construction meeting. Refer to the Provisions, Typicals and Details unless otherwise directed by the Engineer.

3. Once the Contractor has started work at a location, the Contractor should prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance unless determined otherwise by the Engineer.
4. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures.
5. Mainline pavement shall not be left milled, unmarked or uneven at the end of a paving season.
6. Contractor shall mill and pave lanes in an order such that water shall not accumulate.

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

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

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

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

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

The following options are available during Resurfacing and milling operations on two-way,

two-lane facilities when the entire roadway or entire lane is to be milled:

- (A) Mill a single lane and pave back by the end of each work day.
- (B) Mill the entire width of roadway and pave back within 72 hours.

The following options are available during Resurfacing and milling operations on multi-lane facilities when all lanes or a single lane in one direction are to be milled:

- (A) Mill a single lane and pave back by the end of each work day.
- (B) Mill the entire width of pavement for all lanes to be milled in any direction daily and pave back within 72 hours.

When resurfacing facilities with ramps, resurface the ramp and gore area of the ramp as agreed upon with the Engineer. Place the transverse joint on the ramp at the terminal point of the gore unless the ramp is being resurfaced beyond this limit.

Slope the pavement at the beginning and ending of the daily milling operation as directed by the Engineer. Sweep and remove all milled material from the roadway as soon as the daily milling operation is completed. Continue milling operations until the particular section of roadway being milled is complete. Remove any existing pavement adjacent to the milled area that has been damaged and replace with patch material as directed by the Engineer.

Maintain vehicular access in accordance with Article 1101-14 of the *2012 Standard Specifications* using suitable backfill material approved by the Engineer.

Operate equipment and conduct operations in the same direction as the flow of traffic. Do not cross medians with equipment, except at properly designated interchanges.

Review and record the existing pavement markings and markers prior to resurfacing. Use the record of existing pavement markings and markers in accordance with the *2012 Roadway Standard Drawings* to re-establish the proposed pavement markings and markers unless otherwise directed by the Engineer.

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

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

Payment will be made for the traffic control items that have been included in the contract. No direct payment will be made for providing other traffic control as required herein, as the cost of same will be considered incidental to the work being paid for under those various traffic control items that have been included. Where the Contractor maintains traffic as required herein but no specific pay items have been included in the contract, all associated costs will be considered incidental to the work being paid for under the various items in the contract.

WORK ZONE SIGNING:

(01-17-12)

RWZ-3

Description

Install and maintain signing in accordance with Divisions 11 and 12 of the *2012 Standard Specifications*, the *2012 Roadway Standard Drawings* and the following provisions:

Furnish, install, maintain and remove advance warning work zone signs and any required lane closure signing.

Furnish, install and maintain general work zone warning signs for resurfacing and milling such as ROUGH ROAD (W8-8 at 48" X 48") (for milling only), UNEVEN LANES (W8-11 at 48" X 48"), LOW SHOULDER (W8-9 at 48" X 48"), LOW / SOFT SHOULDER (DOT No. 16-79860 at 48" X 48"), UNMARKED PAVEMENT AHEAD (DOT No. 116087130 at 48" X 48") and DO NOT PASS (R4-1 at 24" X 30"). When construction is completed in any area of the project, relocate signs to the next work site, as directed by the Engineer. Remove these signs at the completion of the project.

All work zone signs may be portable.

Construction Methods

(A) General

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

(B) Advance Warning Work Zone Signs

Install advance warning work zone signs in accordance with Standard Drawing No. 1101.01, 1101.02 and 1110.01 of the *2012 Roadway Standard Drawings* prior to beginning of work and remove upon final completion of the project. If there is a period of construction inactivity longer than two weeks, remove or cover advance warning work zone signs. Uncover advance warning work zone signs no more than 3 days before work resumes. All other operations could be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

(C) Lane Closure Work Zone Signs

Install any required lane closure signing needed during the life of the project in accordance with the Standard Drawing No. 1101.02, 1101.11 and 1110.02 of the *2012 Roadway Standard Drawings*.

(D) General Work Zone Warning Signs

Install general work zone warning signs for resurfacing and milling such as ROUGH ROAD (W8-8 at 48" X 48") (for milling only), UNEVEN LANES (W8-11 at 48" X 48"), LOW SHOULDER (W8-9 at 48" X 48") and LOW / SOFT SHOULDER (W8-9B at 48" X 48") at 1 mile intervals starting at a minimum of 500 feet in advance of the condition for both directions of travel (undivided roadways only) and at any other points determined by the Engineer.

Install the LOW SHOULDER (W8-9 at 48" X 48") or LOW / SOFT SHOULDER (DOT No. 16-79860 at 48" X 48") signs prior to any resurfacing in an area where shoulder construction will be performed.

Install general work zone warning signs such as UNMARKED PAVEMENT AHEAD (DOT No. 116087130 at 48" X 48") and DO NOT PASS (R4-1 at 24" X 30") alternately at 1/2 mile intervals starting at a minimum of 500 feet in advance of the condition for both directions of travel (undivided roadways only) and at any other points determined by the Engineer. Install signs prior to the obliteration of any pavement markings.

Measurement and Payment

Payment will be made for the work zone signing items that have been included in the contract. No direct payment will be made for providing other work zone signing as required herein, as the cost of same will be considered incidental to the work being paid for under those various work zone signing items that have been included. **Where the Contractor provides work zone signing as required herein but no specific pay items have been included in the contract, all associated costs will be considered incidental to the work being paid for under the various items in the contract.**

STANDARD SPECIAL PROVISION

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

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

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

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated January 2012.

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.

ERRATA

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

Z-4

Revise the *2012 Standard Specifications* as follows:

Division 2

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

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

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

Division 4

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

Division 6

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

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

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

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

Division 10

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

Division 12

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

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

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

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

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

Division 15

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

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

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

Division 17

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

Revise the *2012 Roadway Standard Drawings* as follows:

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

AWARD OF CONTRACT

(6-28-77)

Z-6

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

REQUIRED CONTRACT PROVISIONS FEDERAL - AID **CONSTRUCTION CONTRACTS**

FHWA - 1273 Electronic Version - May 1, 2012

Z-8

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

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
 - b. The contractor will accept as its operating policy the following statement:
 "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
 - c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.
6. **Training and Promotion:**
 - a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
 - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
 - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
 - b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
10. **Assurance Required by 49 CFR 26.13(b):**
- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
 - b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
 - b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting

rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
 - c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. **Withholding.** The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and

mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage

rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
 - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
 - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under

construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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

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

2. Instructions for Certification - Lower Tier Participants:

- (Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)
- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
 - b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
 - d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
 - e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 - f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
 - g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise

ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

ON-THE-JOB TRAINING

(10-16-07) (Rev. 7-21-09)

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

The Department has established common training classifications and their respective training requirements that may be used by the contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction

applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

MINIMUM WAGES

GENERAL DECISION NC130089 01/04/2013 NC89

Z-89

Date: January 4, 2013

General Decision Number: NC130089 01/04/2013 NC89

Superseded General Decision Numbers: NC20120089

State: North Carolina

Construction Type: HIGHWAY

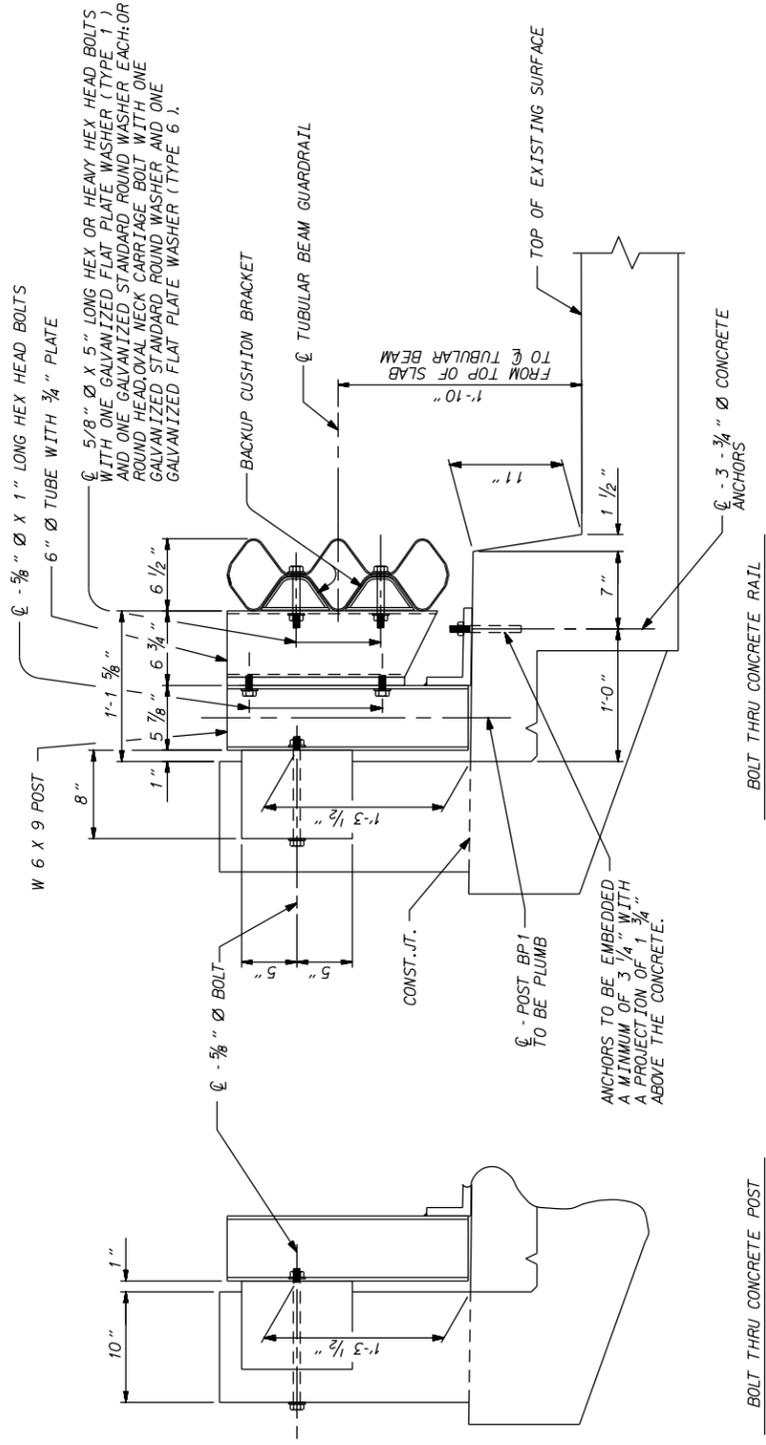
COUNTIES:

| |
|----------------|
| Alexander |
| Burke |
| Caldwell |
| Catawba |

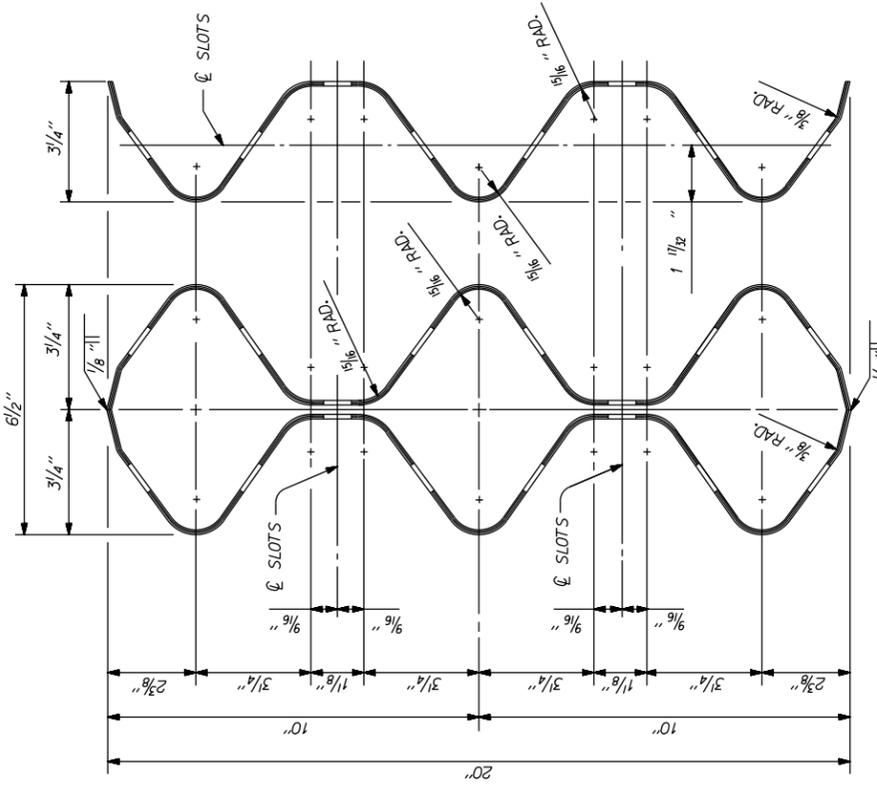
HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, railroad construction, bascule, suspension and spandrel arch bridges designed for commercial navigation, bridges involving marine construction, and other major bridges).

Modification Number
0

Publication Date
01/04/2013



RETROFIT EXISTING RAIL WITH TUBULAR BEAM GUARDRAIL
(WITHOUT WEARING SURFACE)



SECTION THRU TUBULAR BEAM
SECTION THRU 20\"/>

GENERAL NOTES :

1. THE 20" TRIPLE TUBULAR CORRUGATED BEAM RAIL SECTION SHALL BE FABRICATED BY WELDING TWO (2) 20" TRIPLE CORRUGATED BEAM RAIL ELEMENTS AS SHOWN AND THE GUARDRAIL SHALL CONFORM TO THE NCDDOT STANDARD SPECIFICATIONS EXCEPT AS NOTED AND SHOWN ON THE PLANS.
2. 20" TRIPLE TUBULAR CORRUGATED BEAM RAIL SHALL BE 10 GAGE.
3. POSTS, BASE ANGLES AND/OR BASE PLATES, 6" DIA. TUBES, AND OFFSET BLOCKS SHALL CONFORM TO THE REQUIREMENTS OF ASTM A-36. SHIMS SHALL MEET THE REQUIREMENTS OF ASTM A-570 GRADE 33 OR A-611 GRADE C.
4. POSTS, BASE ANGLES AND/OR BASE PLATES, TUBES, BLOCKS AND SHIMS SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A-123.
5. POSTS ARE TO BE PLUMB. SHIMS MAY BE USED BENEATH THE ROADWAY EDGE OF THE BASE ANGLES AND/OR BASE PLATES AS NECESSARY FOR POST ALIGNMENT. PROVIDE ONE 1/8" AND TWO 1/16" STEEL SHIMS FOR 25% OF THE POSTS ON THE BRIDGE.
6. CONTRACTOR SHALL BE DETERMINED IN THE FIELD BY THE CONTRACTOR.
7. PROPOSED RAIL POST MAY BE SHIFTED SLIGHTLY TO CLEAR RETINFORCING STEEL. STANDARD SLOTS MAY BE USED IN THE RAIL TO ALLOW ADJUSTMENT.
8. HOLES SHALL BE DRILLED HORIZONTAL OR VERTICAL USING A ROTARY DRILL OR A ROTARY IMPACT DRILL. IMPACT TOOLS WILL NOT BE PERMITTED. CARBIDE TIPPED BITS SHALL BE USED UNLESS RETINFORCING STEEL IS ENCOUNTERED. AN APPROPRIATE BIT FOR DRILLING THROUGH RETINFORCING STEEL SHALL BE USED WHEN NECESSARY. THE CONTRACTOR SHALL BE PREPARED TO DRILL THROUGH RETINFORCING STEEL AT TIMES.
9. POST SPACINGS AS SHOWN ON THE PLANS SHALL BE CHECKED BEFORE HOLES ARE DRILLED IN THE 20" TRIPLE TUBULAR CORRUGATED BEAM RAIL. STANDARD SLOTS WILL BE ALLOWED. FIELD PUNCHING OF THE HOLES OR SLOTS WILL NOT BE PERMITTED.
10. A SEALANT WILL BE REQUIRED IN THE AREA OF THE ANCHOR BOLTS AND WILL BE PLACED IN THE FOLLOWING MANNER:
A. BEFORE THE BASE PLATE HAS BEEN SET IN PLACE, IF THE GROUT DOES NOT COMPLETELY FILL THE ANCHOR HOLE, SEAL THE AREA AROUND EACH CONCRETE ANCHOR BOLT TO KEEP MOISTURE FROM ENTERING THE HOLE.
B. AFTER THE BASE PLATE HAS BEEN SET IN PLACE AND BEFORE THE WASHERS AND NUTS HAVE BEEN PLACED ON THE BOLT, SEAL THE HOLE REMAINING AROUND THE ANCHOR BOLT.

11. THE SEALANT SHALL BE A ONE-COMPONENT POLYSULFIDE GUN GRADE MEETING FEDERAL SPECIFICATION T.S-230. SEALANT SHALL BE CREATING COLOR AND APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDATION. THE FOLLOWING SEALANTS MEET THE ABOVE REQUIREMENTS:
-SONOLASTIC ONE PART, MANUFACTURED BY SONNEBORN-DESOTO CO., DES PLAINES, ILLINOIS, 60018.
-THORSPAN ONE COMPONENT, MANUFACTURED BY STANDARD DRY WALL PRODUCTS, INC., MIAMI, FLORIDA, 33166.
-HORNFLX ONE COMPONENT, MANUFACTURED BY W. R. GRACE AND CO., CAMBRIDGE, MASSACHUSETTS, 02140.
12. ALL CONCRETE DAMAGED BY THIS WORK SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER.
13. VERTICAL SLOTS IN THE 6" TUBE ALLOW FOR SOME VERTICAL ADJUSTMENT OF RAIL HEIGHT IN ORDER TO OBTAIN THE CENTERLINE OF RAIL HEIGHT OF 1'-10" ABOVE RIDING SURFACE.
14. THE SIZE OF FILLET WELDS SHALL CONFORM TO THE REQUIREMENTS OF THE CURRENT AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES. ELECTROSLAG WELDING WILL NOT BE PERMITTED. LAP BEAM RAIL JOINTS IN DIRECTION OF TRAFFIC.

REMOVE NOTE #15 IF YOU DO NOT HAVE A CURVED BRIDGE !!

PROJECT NO. W-5212H
CATAWBA COUNTY
STATION: _____

SHEET 3 OF 6

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
RALEIGH

DETAILS FOR RETROFIT OF EXISTING BRIDGE RAIL WITH TUBULAR BEAM GUARDRAIL

MAY BRIDGE #12 1988

| REVISIONS | | SHEET NO. | |
|-----------|-----|-----------|-----|
| NO. | BY: | DATE: | NO. |
| 1 | | | 3 |
| 2 | | | 4 |

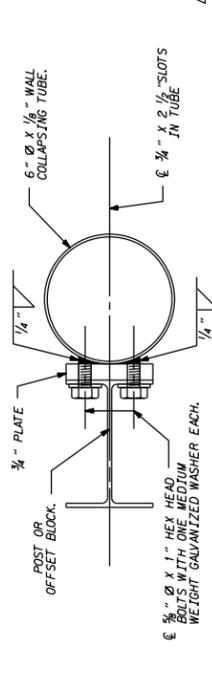
DATE: _____
DATE: _____
DATE: _____

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|----------------|-------------|--------|---------|----------|
| ASSEMBLED BY : | M.K. BEARD | DATE : | 1/15/13 | SPECIAL |
| CHECKED BY : | B.C. HUNT | DATE : | 1/17/13 | STANDARD |
| DRAWN BY : | M.M. RUFFIN | DATE : | 5/88 | |
| CHECKED BY : | | DATE : | | |

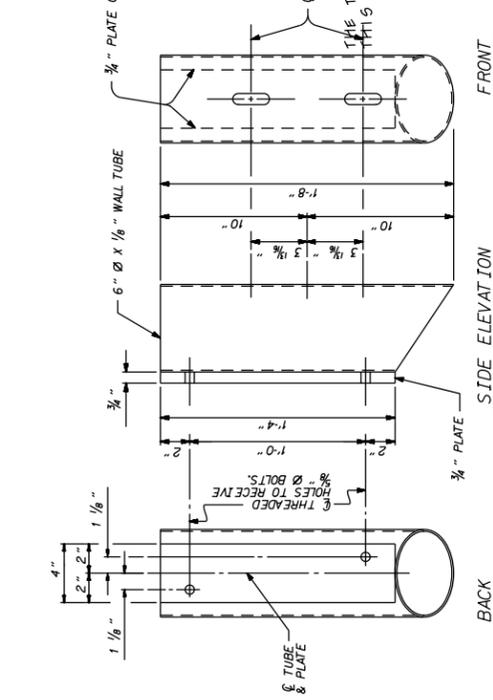
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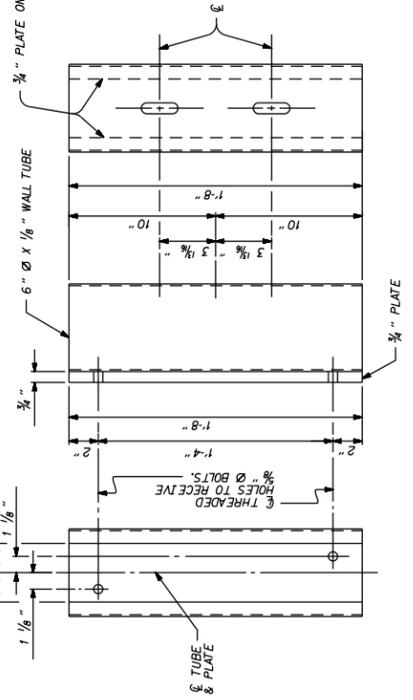
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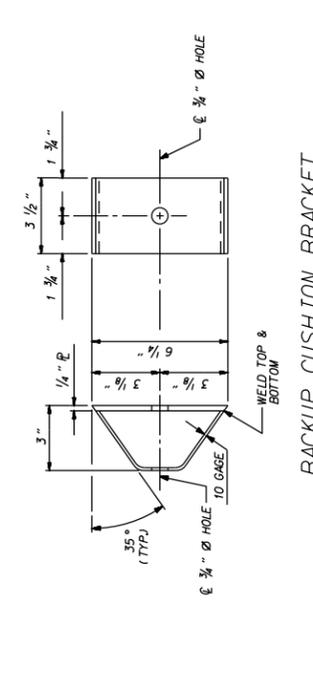
DETAIL SHOWING CONNECTION OF 6" Ø TUBE TO POST OR OFFSET BLOCK



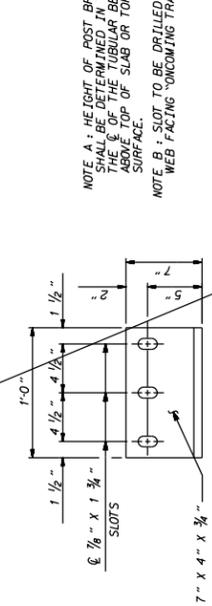
6" Ø TUBE DETAILS
 USE WITH POST "BP1", "BP2" AND "BP3"



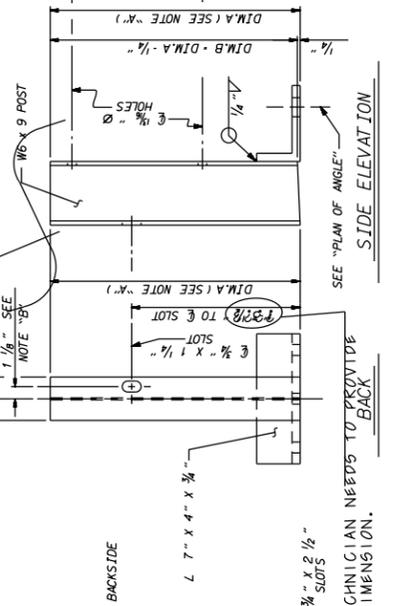
6" Ø TUBE DETAILS
 USE WITH POST "EP1 & EP2"



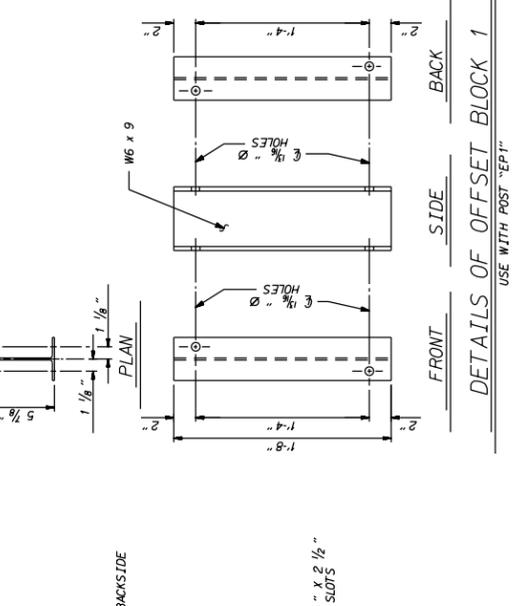
BACKUP CUSHION BRACKET



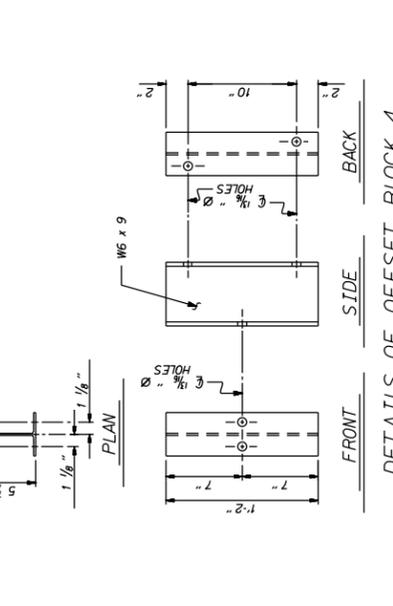
PLAN OF ANGLE



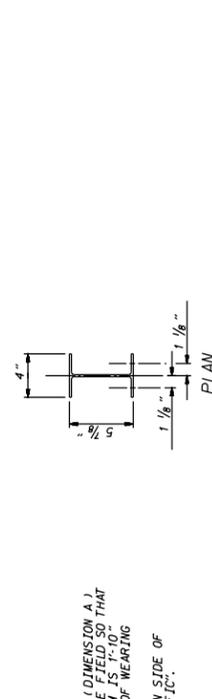
BP1 POST DETAILS



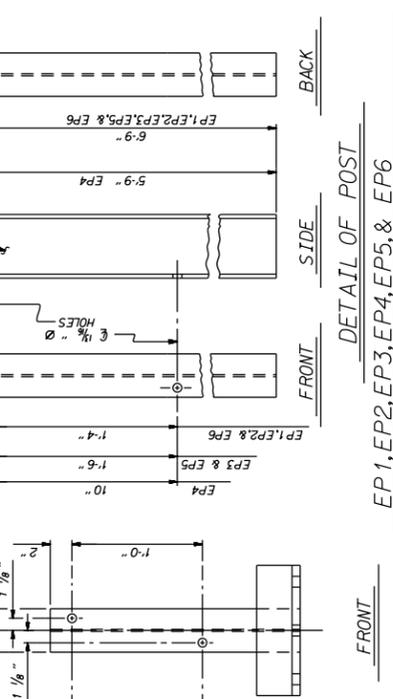
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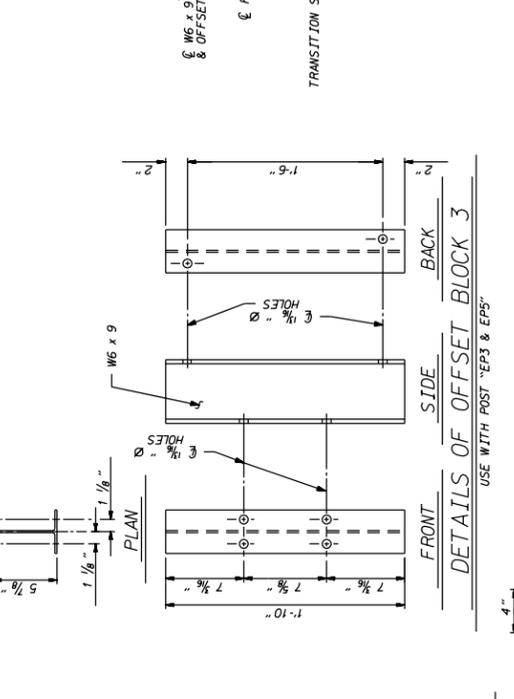
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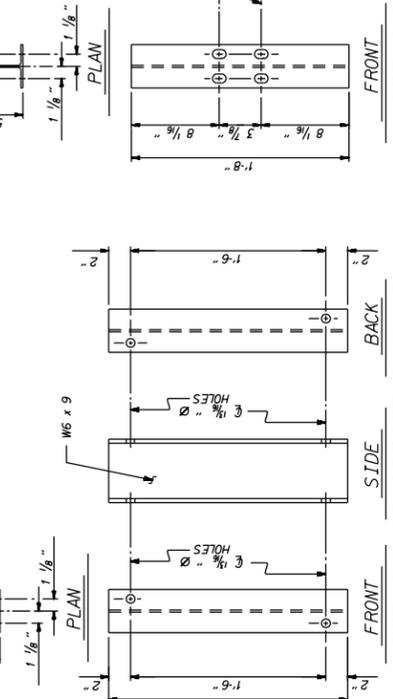
DETAILS OF OFFSET BLOCK 3
 USE WITH POST "EP3 & EP5"



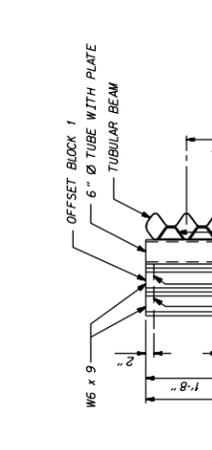
DETAILS OF OFFSET BLOCK 5
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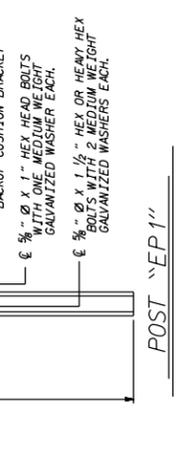
DETAILS OF OFFSET BLOCK 6
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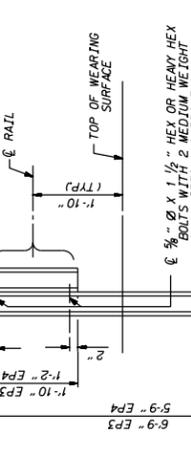
DETAILS OF OFFSET BLOCK 6
 USE WITH POST "EP6"



POST "EP1"



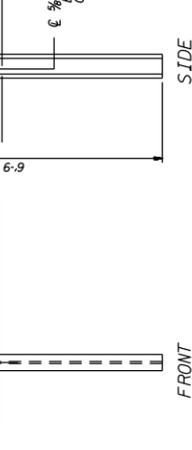
POST "EP2"



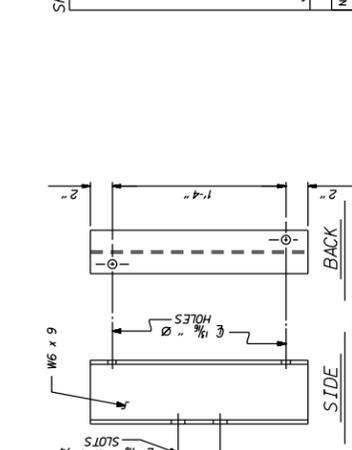
POST "EP3" & "EP4"



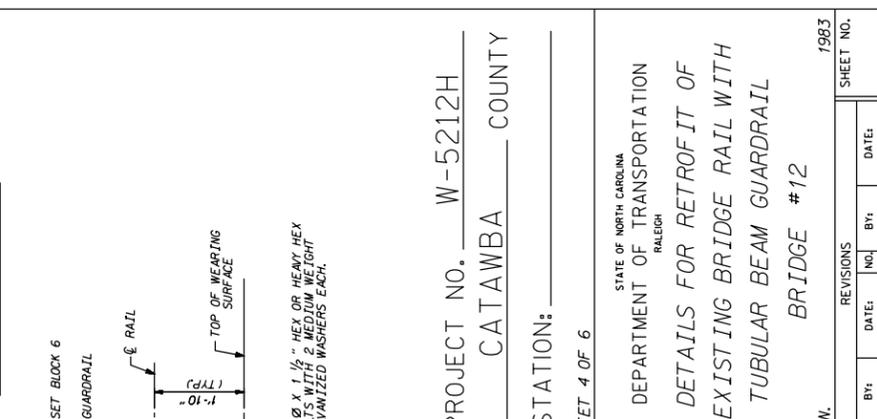
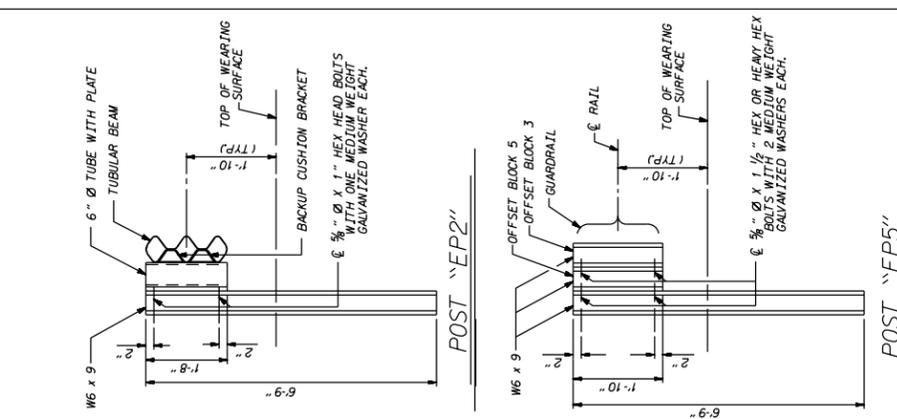
POST "EP5"



POST "EP6"



TRANSITION SECTION
 USE WITH POST "EP3" & EP5"



TRANSITION SECTION
 USE WITH POST "EP3" & EP5"

PROJECT NO. W-5212H
 CATAWBA COUNTY
 STATION: _____
 SHEET 4 OF 6

STATE OF NORTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 RALEIGH
 DETAILS FOR RETROFIT OF
 EXISTING BRIDGE RAIL WITH
 TUBULAR BEAM GUARDRAIL
 BRIDGE #12

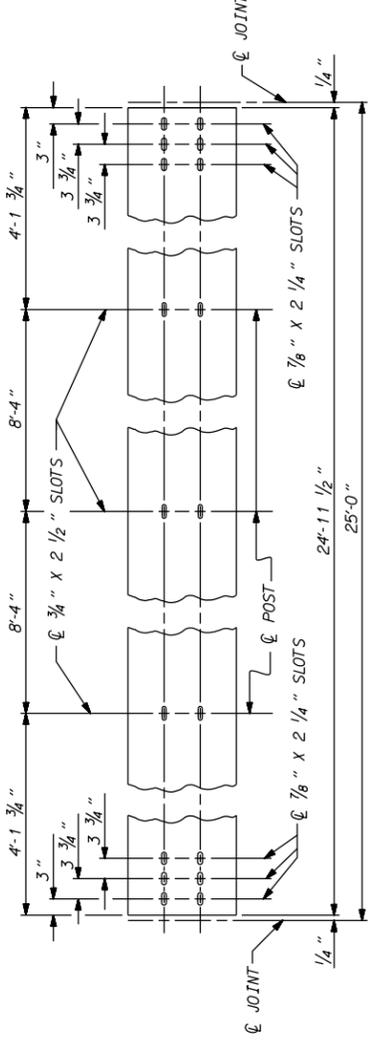
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| NO. | DATE | NO. | DATE |
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ASSEMBLED BY: M.K. BEARD DATE: 1/15/13 SPECIAL
 CHECKED BY: B.C. HUNT DATE: 1/17/13
 DRAWN BY: N.M. RUFFIN DATE: 5/88 STANDARD
 CHECKED BY: _____

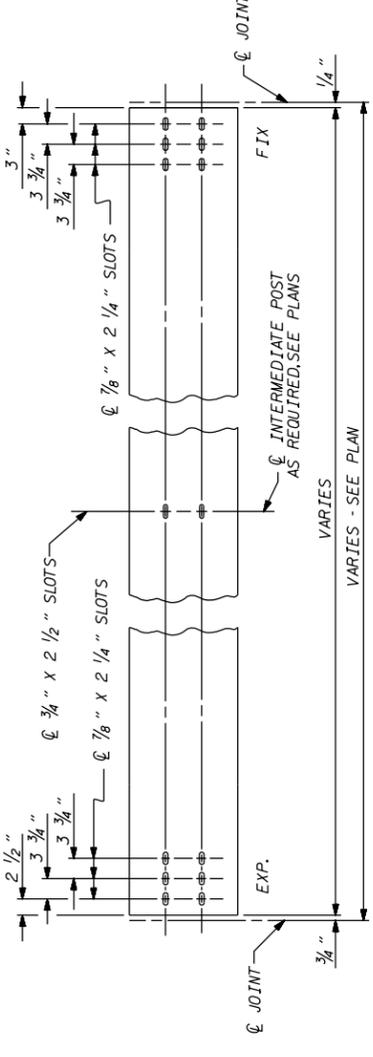
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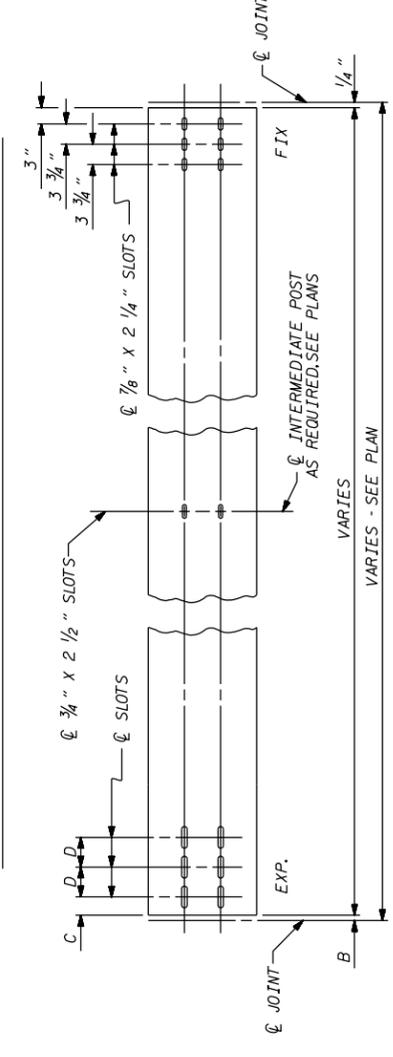
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20" TRIPLE CORRUGATED STEEL
 BEAM GUARDRAIL - "C1"

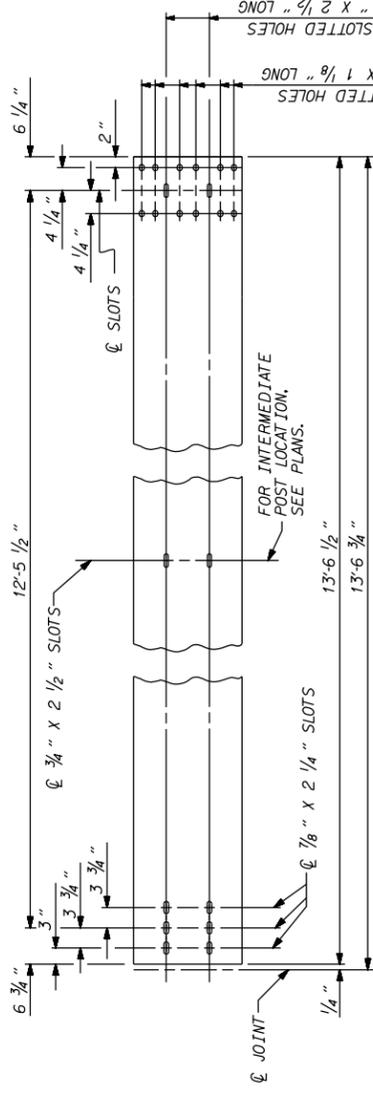
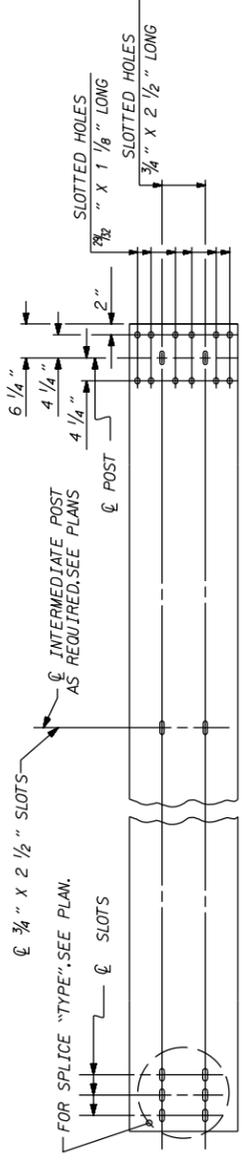


20" TRIPLE CORRUGATED STEEL
 BEAM GUARDRAIL - "C2"

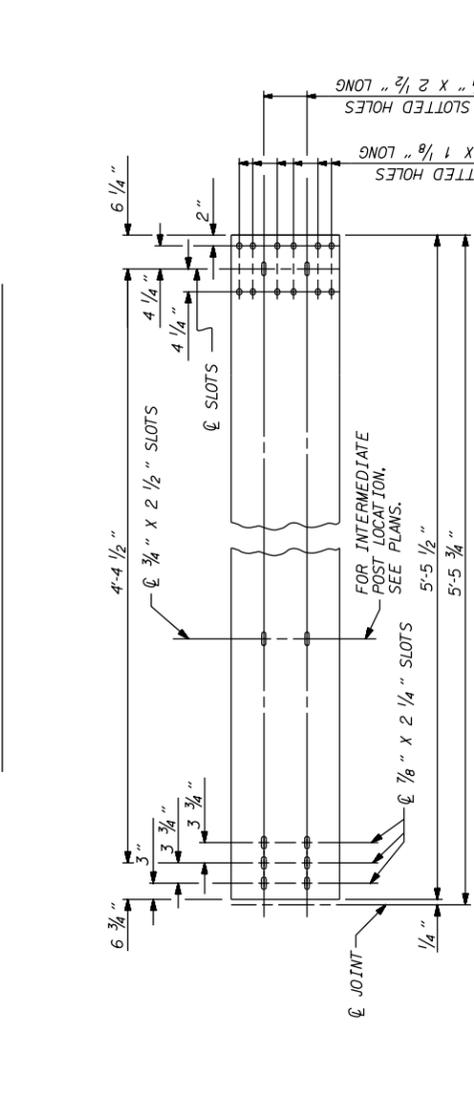


W-T-R GUARDRAIL TRANSITIONAL SECTION

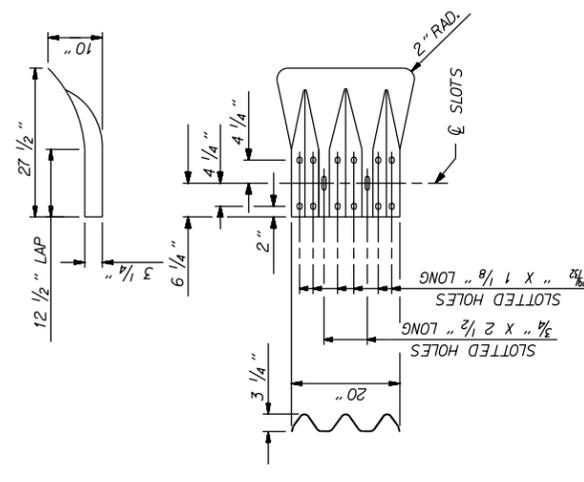
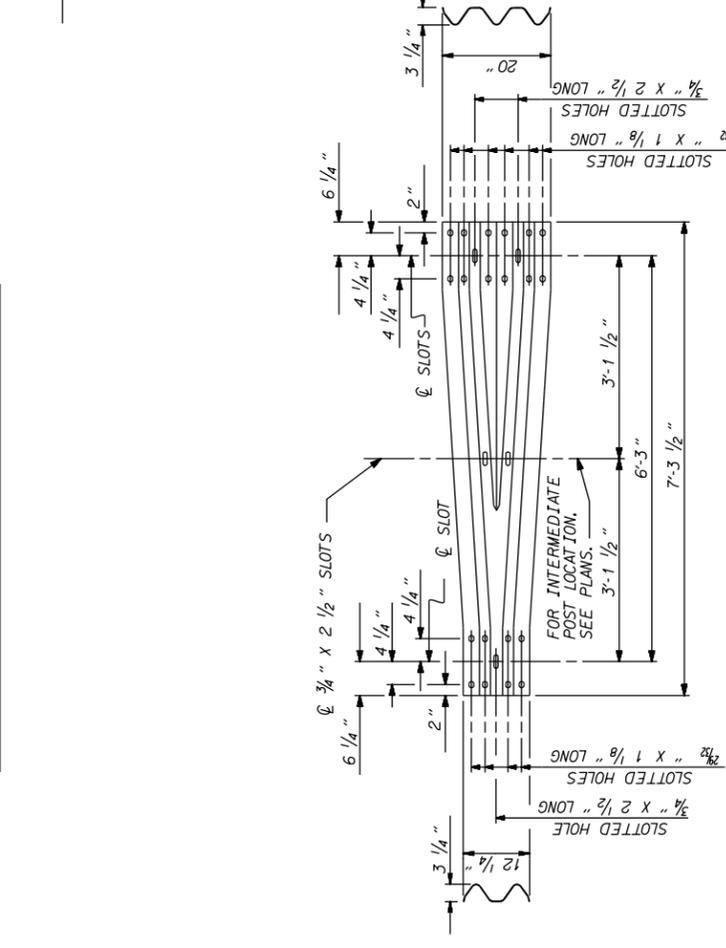
NOTE: FOR DIM'S: "B", "C", "D", & "SLOT SIZE", SEE "TABLE 1", SHEET 4 OF 4.



20" TRIPLE CORRUGATED STEEL
 BEAM GUARDRAIL - "C2"



W-T-R GUARDRAIL TRANSITIONAL SECTION



TRIPLE CORRUGATED GUARDRAIL
 TERMINAL SECTION

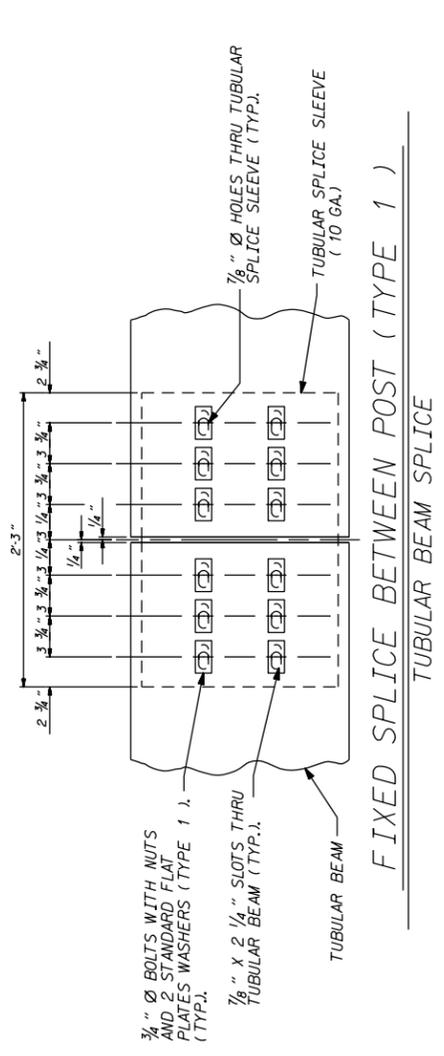
PROJECT NO. W-5212H
 CATAWBA COUNTY

STATION: _____
 SHEET 5 OF 6

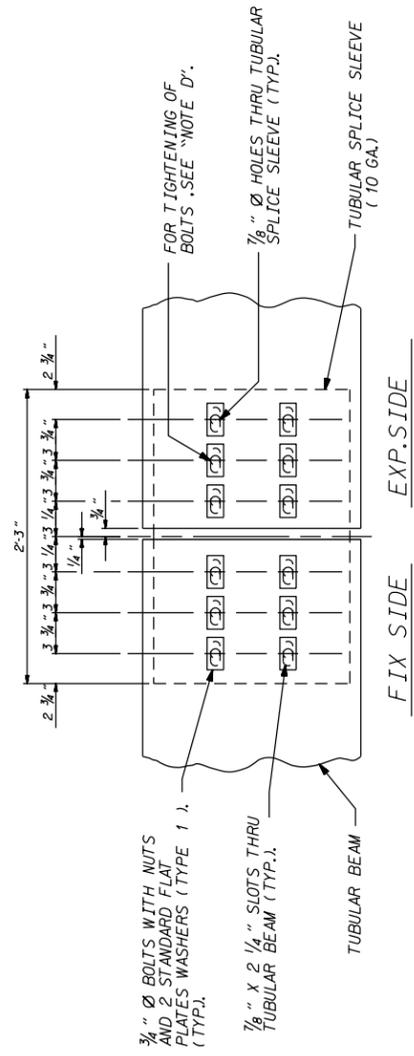
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| DETAILS FOR RETROFIT OF EXISTING BRIDGE RAIL WITH TUBULAR BEAM GUARDRAIL | | NO. | DATE: | NO. | DATE: |
| BRIDGE #12 | | 1 | | 4 | |
| MAY 1988 | | TOTAL SHEETS | | 4 | |

GAR2.RRF

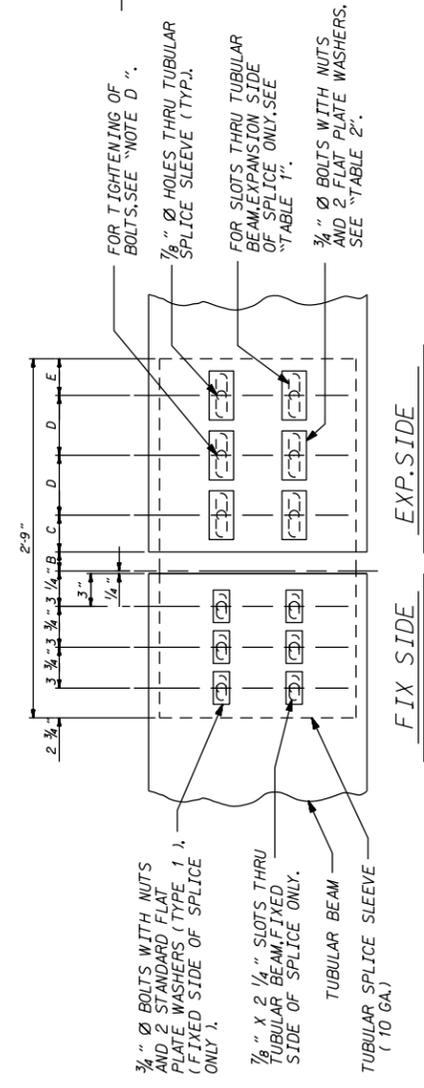
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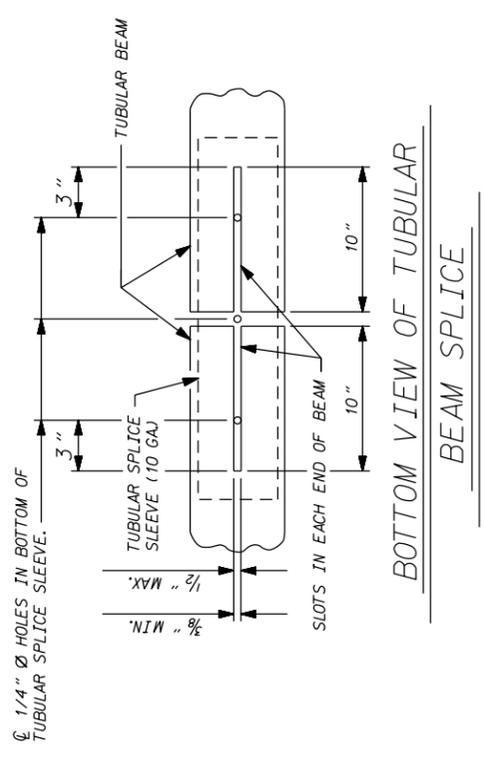
FIXED SPLICE BETWEEN POST (TYPE 1)
 TUBULAR BEAM SPLICE



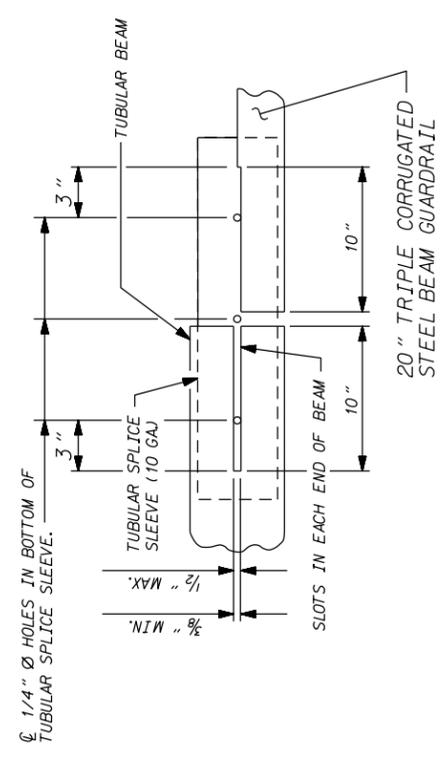
EXPANSION SPLICE BETWEEN POST (TYPE 1)
 TUBULAR BEAM SPLICE



EXPANSION SPLICE BETWEEN POST (TYPE 2 THRU 5)
 TUBULAR BEAM SPLICE



BOTTOM VIEW OF TUBULAR
 BEAM SPLICE



BOTTOM VIEW OF TUBULAR AND
 20" TRIPLE CORRUGATED STEEL BEAM SPLICE

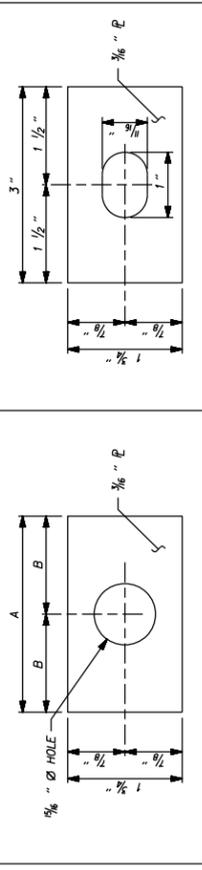
ADDED TO CADD 5/88 BY: NMR CHECKED BY: SBM 5/92

TABLE 1
 DIMENSIONS FOR TYPE 2 THRU 5
 EXPANSION SPLICE
 (TUBULAR BEAM SPLICE BETWEEN POSTS)

| TYPE | 2 | 3 | 4 | 5 |
|-----------|---------|---------|---------|---------|
| A | 2'-9" | 3'-1" | 3'-5" | 3'-8" |
| B | 1 1/4" | 1 1/2" | 1 5/8" | 2 3/8" |
| C | 2 1/4" | 3" | 4 1/8" | 4 5/8" |
| D | 3 3/8" | 4" | 4 3/4" | 5" |
| E | 3 3/8" | 4 1/4" | 4 3/4" | 5" |
| SLOT SIZE | 1" X 4" | 1" X 5" | 1" X 6" | 1" X 7" |

TABLE 2
 FLAT PLATE WASHER DIMENSIONS

| TYPE | DESCRIPTION | A | B |
|------|-----------------|--------|--------|
| 1 | STANDARD WASHER | 3" | 1 1/2" |
| 2 | USE WITH SPLICE | A | B |
| 3 | TYPE 2 | 4 1/2" | 2 1/4" |
| 4 | TYPE 3 | 5 1/2" | 2 3/4" |
| 5 | TYPE 4 | 6 1/2" | 3 1/4" |
| | TYPE 5 | 7 1/2" | 3 3/4" |



FLAT PLATE WASHER - TYPE 6

NOTE: BOLTS ON EXPANSION SIDE OF TUBULAR BEAM SPLICE SHALL BE TIGHTENED FINGER TIGHT. DOUBLE NUTS SHALL BE USED AND TIGHTENED AGAINST EACH OTHER TO PREVENT THE NUTS FROM BECOMING LOOSE ON THE BOLT.

PROJECT NO. W-5212H
 CATAWBA COUNTY
 STATION:
 SHEET 6 OF 6

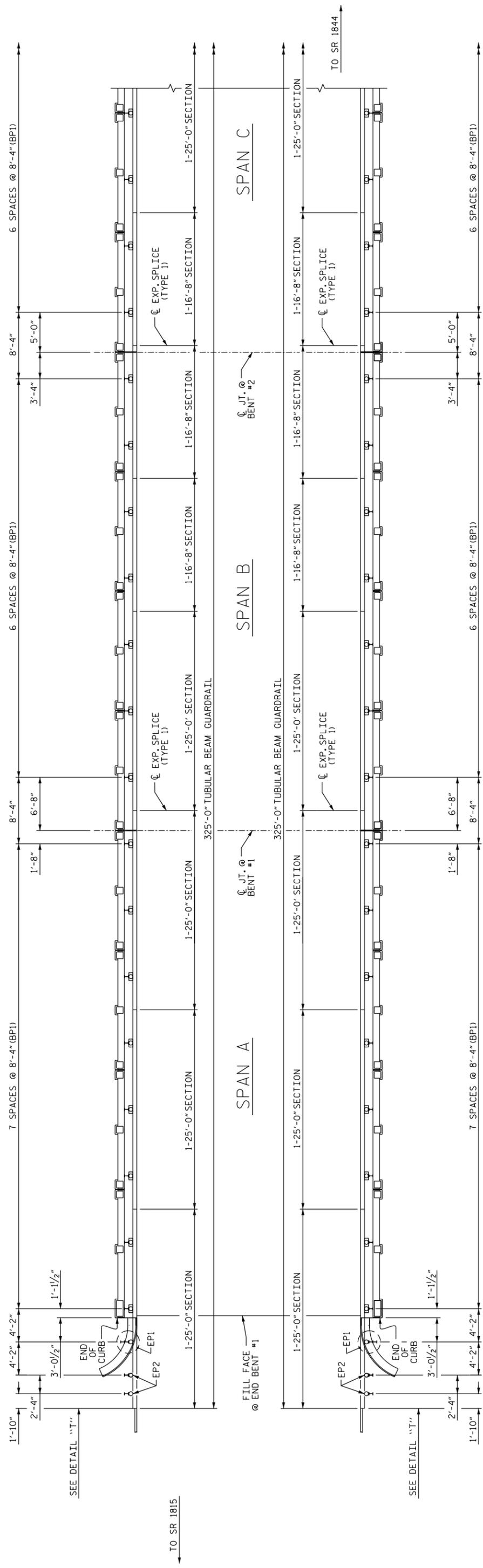
STATE OF NORTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 RALEIGH
 DETAILS FOR RETROFIT
 OF EXISTING BRIDGE
 RAIL WITH TUBULAR
 BEAM GUARDRAIL
 BRIDGE #12

| NO. | BY: | DATE: | NO. | BY: | DATE: |
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| 1 | | | 3 | | |
| 2 | | | 4 | | |

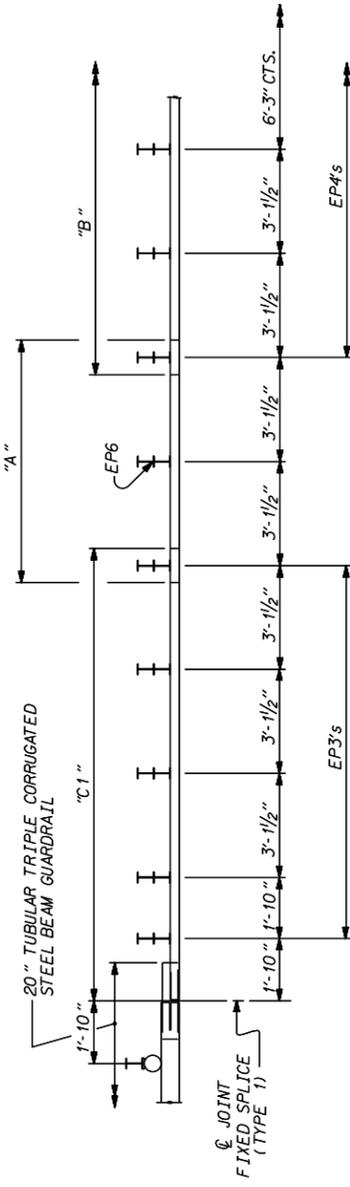
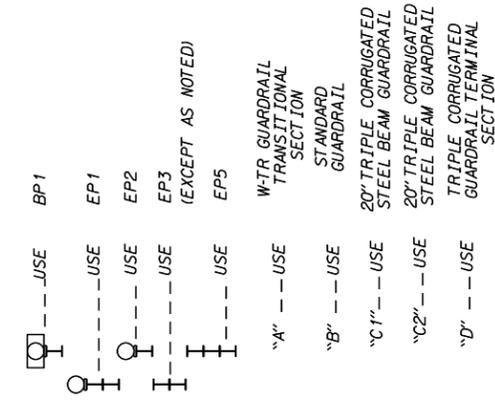
REVISIONS

SHEET NO. 1980
 TOTAL SHEETS

GAR3.RRF



LEGEND



DETAIL "T"

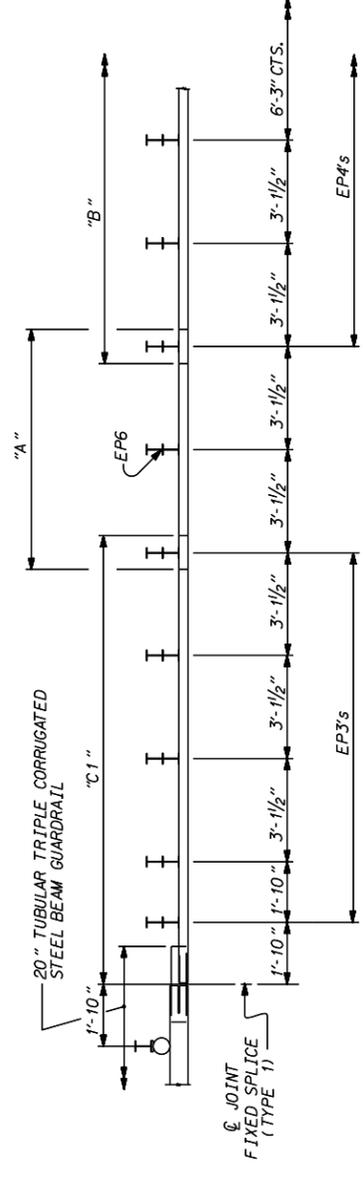
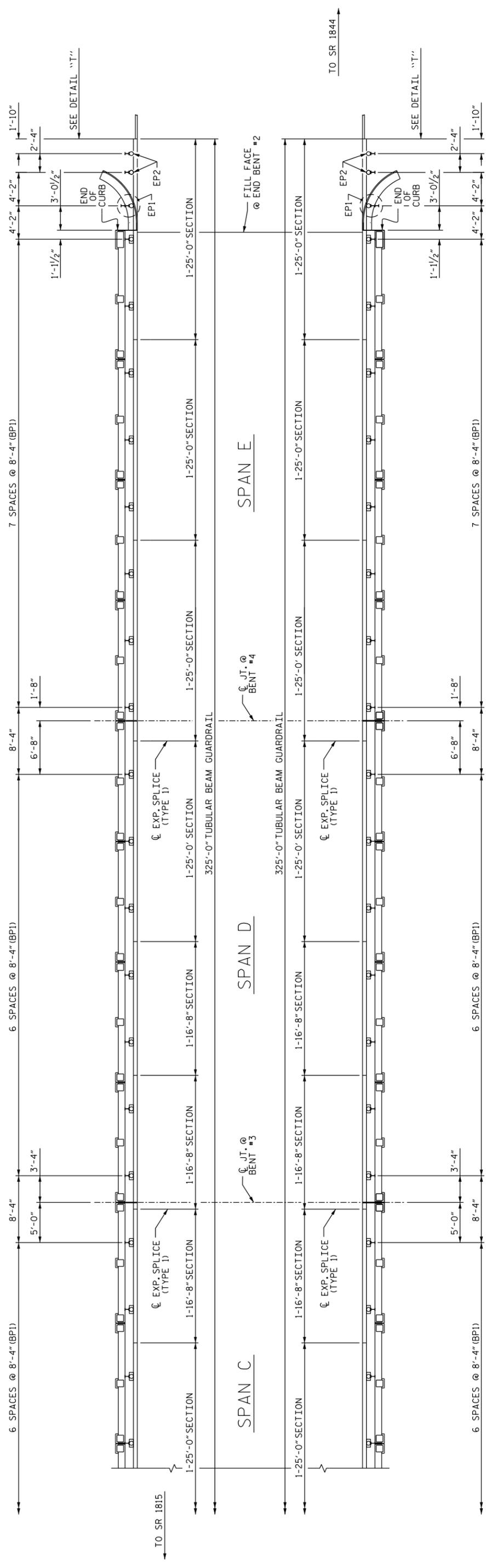
PROJECT NO. W-5212H
 CATAWBA COUNTY
 STATION: _____

SHEET 1 OF 6

STATE OF NORTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 RALEIGH

RAIL RETROFIT
 OF EXISTING
 BRIDGE #44
 ON NC 150

| REVISIONS | | SHEET NO. | |
|-----------|------|-----------|------|
| NO. | DATE | BY | DATE |
| 1 | | 3 | |
| 2 | | 4 | |



LEGEND

- USE BP1
- USE EP1
- USE EP2
- USE EP3 (EXCEPT AS NOTED)
- USE EP5
- USE W-TR GUARDRAIL TRANSITIONAL SECTION
- USE STANDARD GUARDRAIL
- USE 20" TRIPLE CORRUGATED STEEL BEAM GUARDRAIL
- USE 20" TRIPLE CORRUGATED STEEL BEAM GUARDRAIL
- USE TRIPLE CORRUGATED GUARDRAIL TERMINAL SECTION

PROJECT NO. W-5212H
 CATAWBA COUNTY
 STATION: _____

SHEET 2 OF 6

STATE OF NORTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 RALEIGH
 RAIL RETROFIT
 OF EXISTING
 BRIDGE #44
 ON NC 150

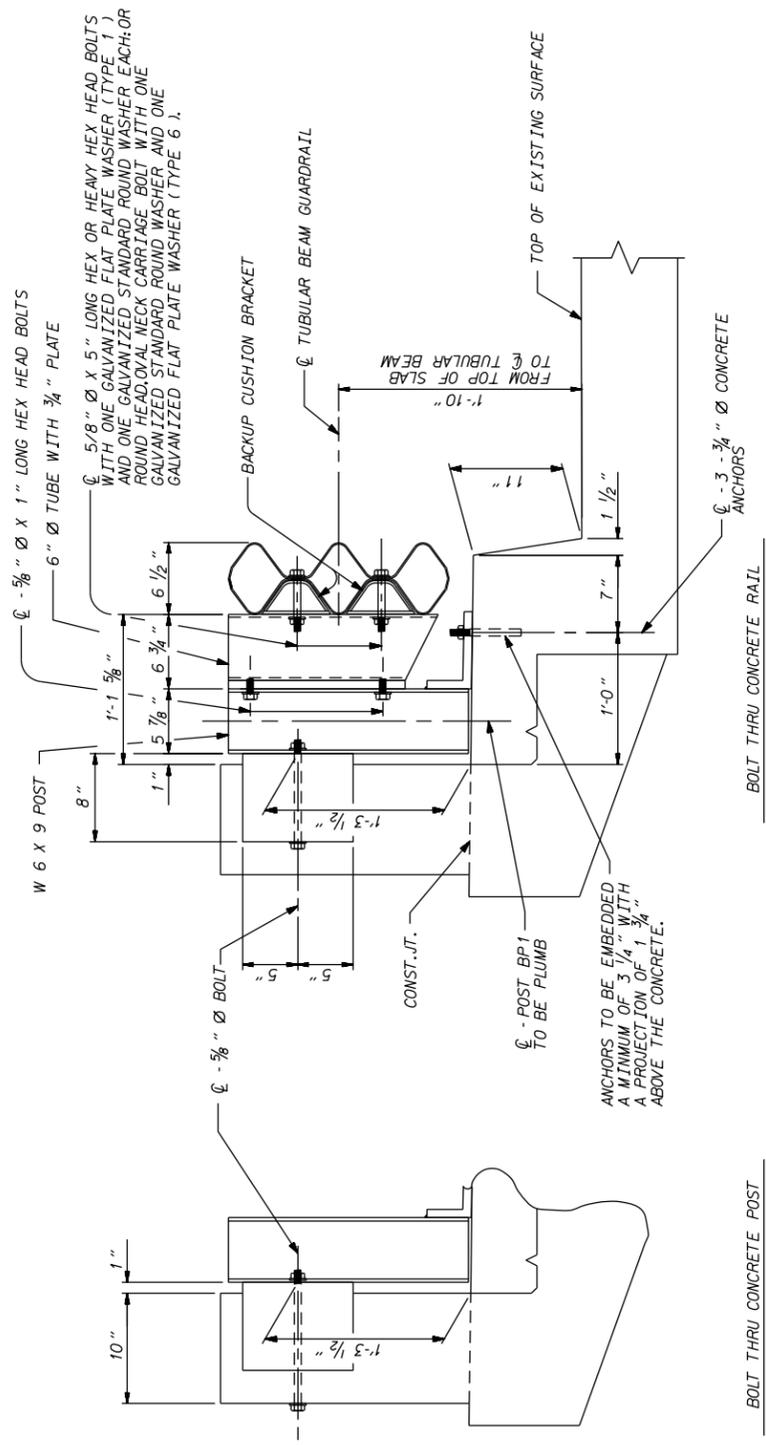
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DRAWN BY : M.K. BEARD
 CHECKED BY : B.C. HUNT
 DATE : 1/23/13
 DATE : 1/30/13

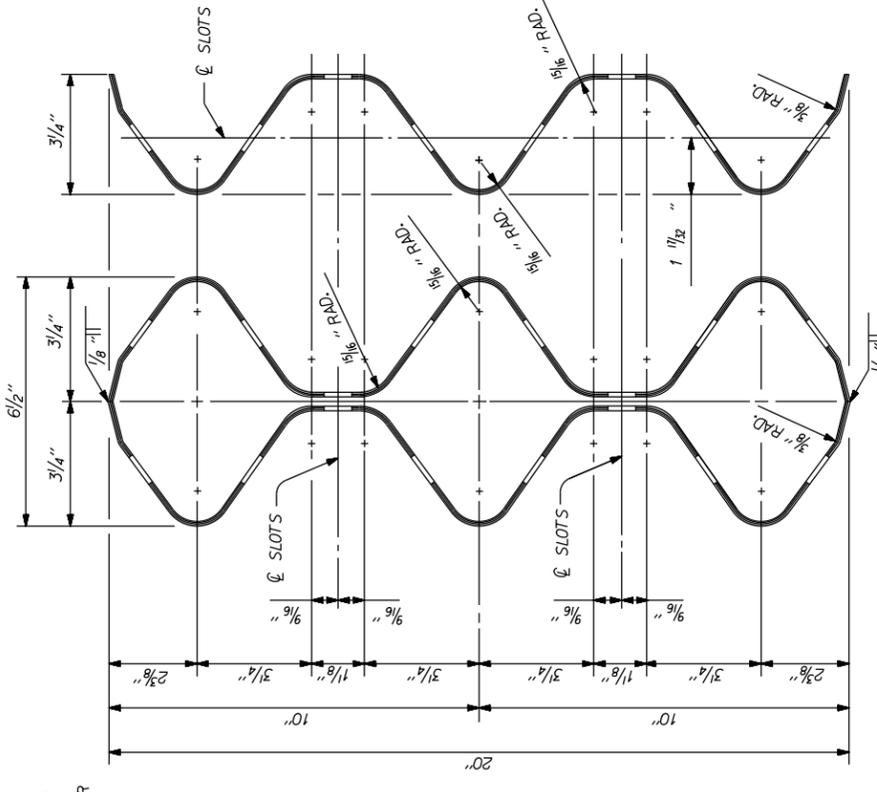
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| CHECKED BY : | B.C. HUNT | DATE : | 1/30/13 | STANDARD |
| DRAWN BY : | M.M. RUFFIN | DATE : | 5/88 | |
| CHECKED BY : | | DATE : | | |

*****SYSTEMTIME*****
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RETROFIT EXISTING RAIL WITH TUBULAR BEAM GUARDRAIL
 (WITHOUT WEARING SURFACE)



SECTION THRU TUBULAR BEAM
SECTION THRU 20' TRIPLE CORRUGATED BEAM

GENERAL NOTES :

1. THE 20' TRIPLE TUBULAR CORRUGATED BEAM RAIL SECTION SHALL BE FABRICATED BY WELDING TWO (2) 20" TRIPLE CORRUGATED BEAM RAIL ELEMENTS AS SHOWN AND THE GUARDRAIL SHALL CONFORM TO THE NCDOT STANDARD SPECIFICATIONS EXCEPT AS NOTED AND SHOWN ON THE PLANS.
2. 20' TRIPLE TUBULAR CORRUGATED BEAM RAIL SHALL BE 10 GAGE.
3. POSTS, BASE ANGLES AND/OR BASE PLATES, 6" DIA. TUBES, AND OFFSET BLOCKS SHALL CONFORM TO THE REQUIREMENTS OF ASTM A-36. SHIMS SHALL MEET THE REQUIREMENTS OF ASTM A-570 GRADE 33 OR A-611 GRADE C.
4. POSTS, BASE ANGLES AND/OR BASE PLATES, TUBES, BLOCKS AND SHIMS SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A-123.
5. POSTS ARE TO BE PLUMB. SHIMS MAY BE USED BENEATH THE ROADWAY EDGE OF THE BASE ANGLES AND/OR BASE PLATES AS NECESSARY FOR POST ALIGNMENT. PROVIDE ONE 1/8" AND TWO 1/16" STEEL SHIMS FOR 2% OF THE POSTS ON THE BRIDGE.
6. CONTRACTOR SHALL BE DETERMINED IN THE FIELD BY THE CONTRACTOR.
7. PROPOSED RAIL POST MAY BE SHIFTED SLIGHTLY TO CLEAR REINFORCING STEEL. STANDARD SLOTS MAY BE USED IN THE RAIL TO ALLOW ADJUSTMENT.
8. HOLES SHALL BE DRILLED HORIZONTAL OR VERTICAL USING A ROTARY DRILL OR A ROTARY IMPACT DRILL. IMPACT TOOLS WILL NOT BE PERMITTED. CARBIDE TIPPED BITS SHALL BE USED UNLESS REINFORCING STEEL IS ENCOUNTERED. AN APPROPRIATE BIT FOR DRILLING THROUGH REINFORCING STEEL SHALL BE USED WHEN NECESSARY. THE CONTRACTOR SHALL BE PREPARED TO DRILL THROUGH REINFORCING STEEL AT TIMES.
9. POST SPACINGS AS SHOWN ON THE PLANS SHALL BE CHECKED BEFORE HOLES ARE DRILLED IN THE 20' TRIPLE TUBULAR CORRUGATED BEAM RAIL. STANDARD SLOTS WILL BE ALLOWED. FIELD PUNCHING OF THE HOLES OR SLOTS WILL NOT BE PERMITTED.
10. A SEALANT WILL BE REQUIRED IN THE AREA OF THE ANCHOR BOLTS AND WILL BE PLACED IN THE FOLLOWING MANNER:
 A. BEFORE THE BASE PLATE HAS BEEN SET IN PLACE, IF THE GROUT DOES NOT COMPLETELY FILL THE ANCHOR HOLE, SEAL THE AREA AROUND EACH CONCRETE ANCHOR BOLT TO KEEP MOISTURE FROM ENTERING THE HOLE.
 B. AFTER THE BASE PLATE HAS BEEN SET IN PLACE AND BEFORE THE WASHERS AND NUTS HAVE BEEN PLACED ON THE BOLT, SEAL THE HOLE REMAINING AROUND THE ANCHOR BOLT.
 THE SEALANT SHALL BE A ONE-COMPONENT POLYURETHANE GUN GRADE MEETING FEDERAL SPECIFICATION TT-S-230. SEALANT SHALL BE GRAY IN COLOR AND APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDATION. THE FOLLOWING SEALANTS MEET THE ABOVE REQUIREMENTS:
 SONOLASTIC ONE PART, MANUFACTURED BY SONNEBORN-DESOTO CO., DES PLAINES, ILLINOIS, 60018;
 THORSPAN ONE COMPONENT, MANUFACTURED BY STANDARD DRY WALL PRODUCTS, INC., MIAMI, FLORIDA, 33166.
 HORNFLUX ONE COMPONENT, MANUFACTURED BY W. R. GRACE AND CO., CAMBRIDGE, MASSACHUSETTS, 02140.

11. ALL CONCRETE DAMAGED BY THIS WORK SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER.
12. THE SIZE OF RAIL HEIGHT IN ORDER TO OBTAIN THE CENTERLINE ADJUSTMENT OF RAIL HEIGHT IN ORDER TO OBTAIN THE CENTERLINE OF RAIL HEIGHT OF 1'-11" ABOVE RIDING SURFACE.
13. THE SIZE OF FILLET WELDS SHALL CONFORM TO THE REQUIREMENTS OF THE CURRENT AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES. ELECTROSLAG WELDING WILL NOT BE PERMITTED.
14. LAP BEAM RAIL JOINTS IN DIRECTION OF TRAFFIC.

REMOVE NOTE #15 IF YOU DO NOT HAVE A CURVED BRIDGE !!

PROJECT NO. W-5212H
CATAWBA COUNTY
 STATION: _____

SHEET 3 OF 6

STATE OF NORTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 RALEIGH

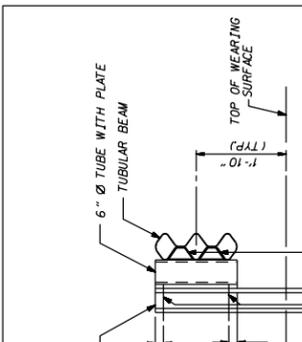
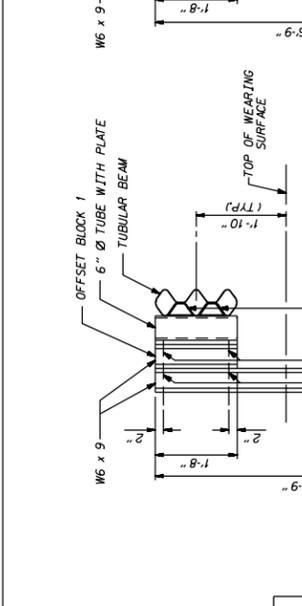
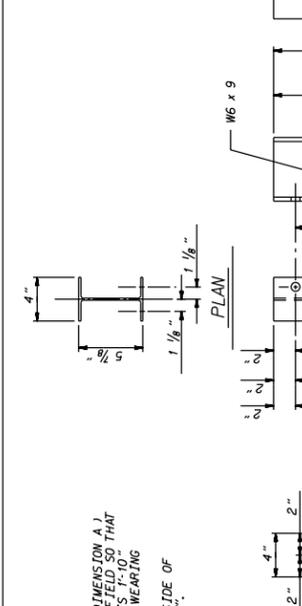
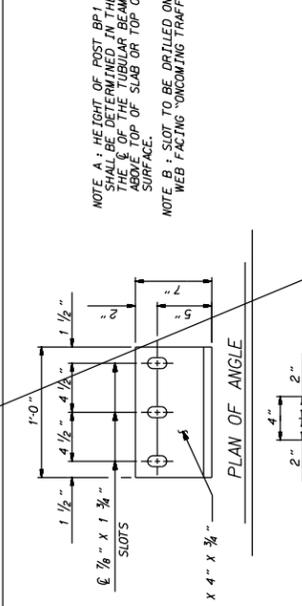
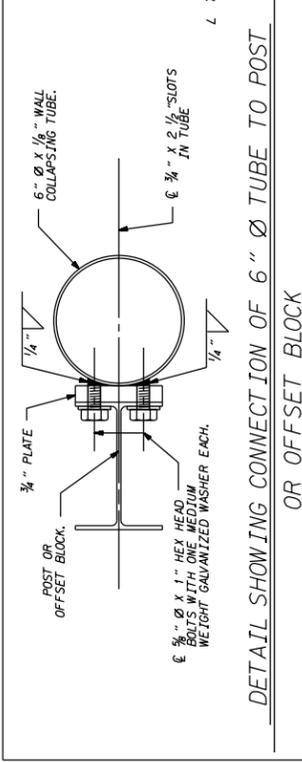
DETAILS FOR RETROFIT OF EXISTING BRIDGE RAIL WITH TUBULAR BEAM GUARDRAIL

MAY BRIDGE #44 1988

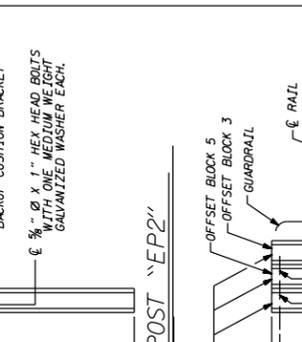
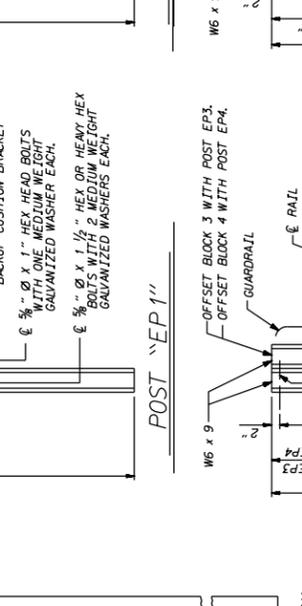
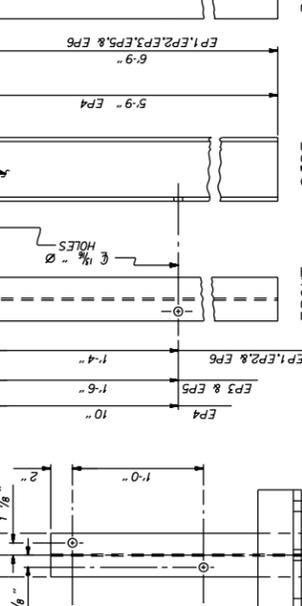
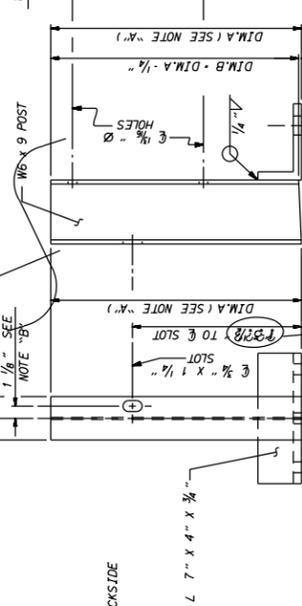
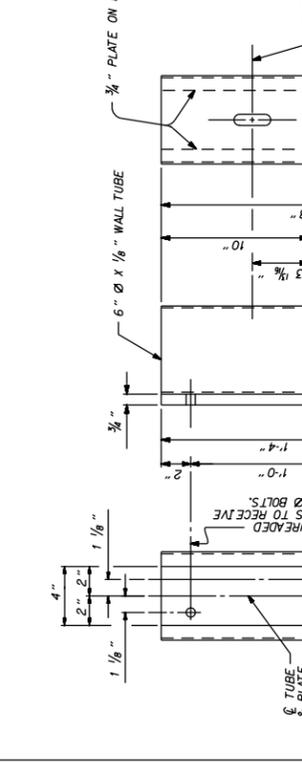
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BP1. RRF

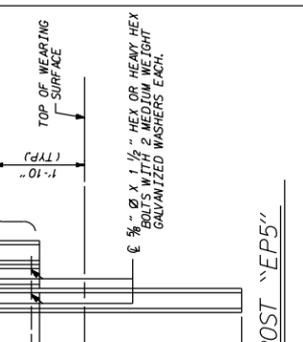
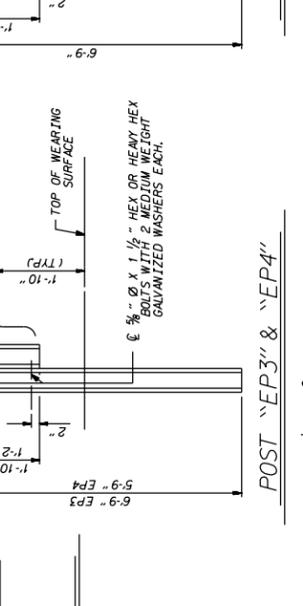
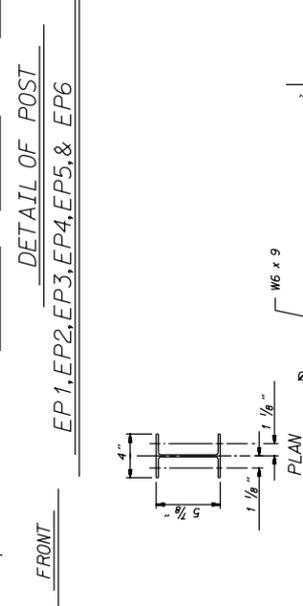
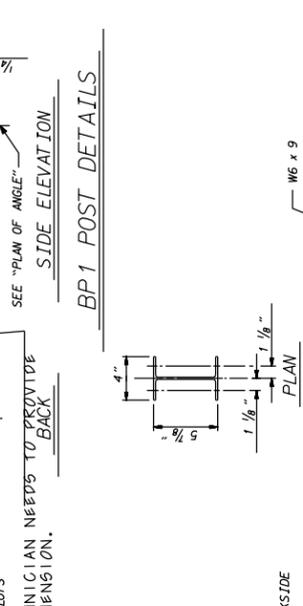
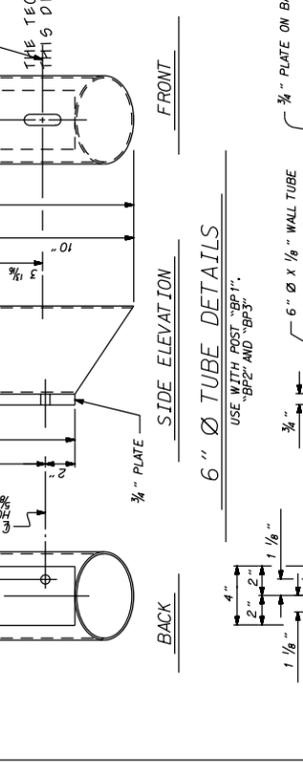
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 CHECKED BY:



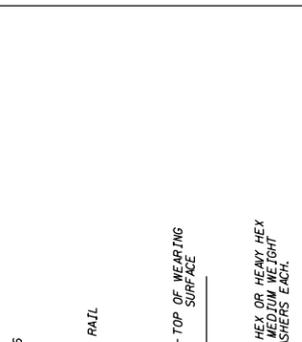
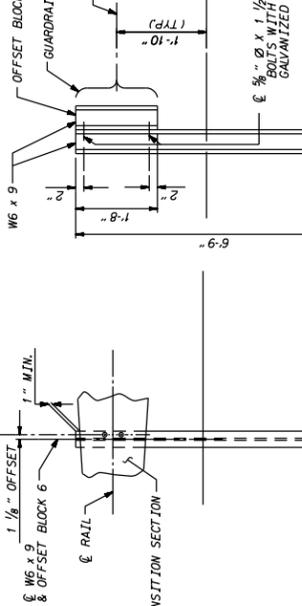
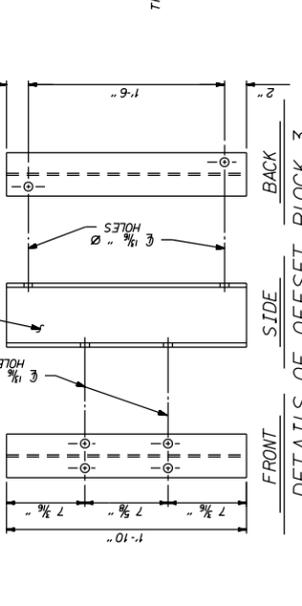
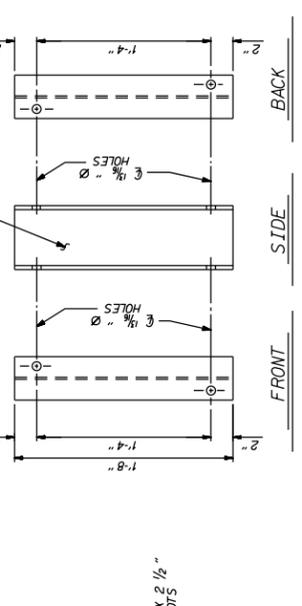
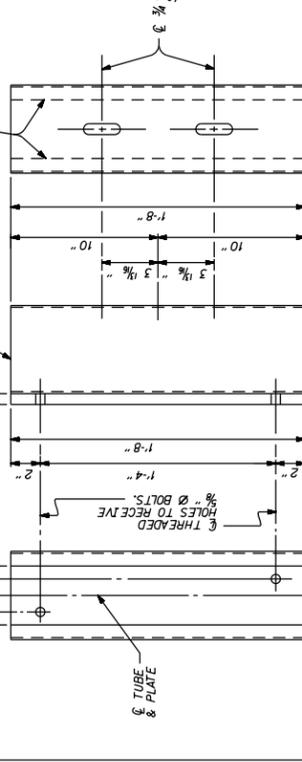
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 DRAWN BY: N.M. RUFFIN DATE: 5/88
 CHECKED BY:



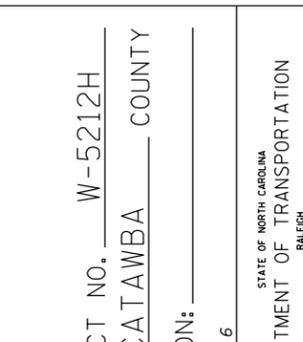
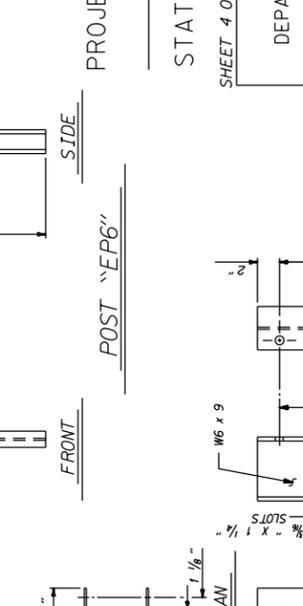
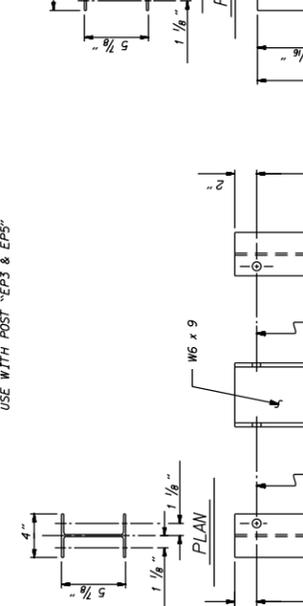
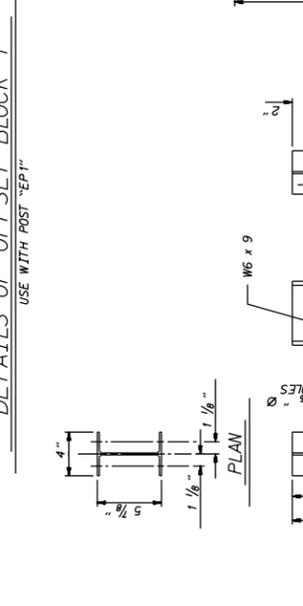
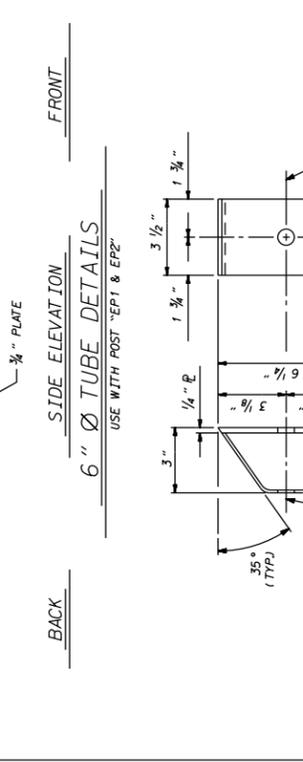
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 CHECKED BY: B.C. HUNT DATE: 1/30/13
 DRAWN BY: N.M. RUFFIN DATE: 5/88
 CHECKED BY:



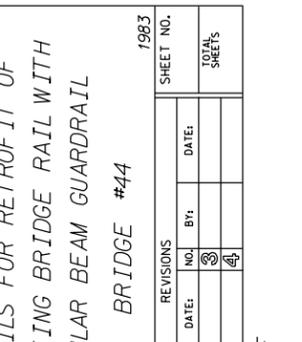
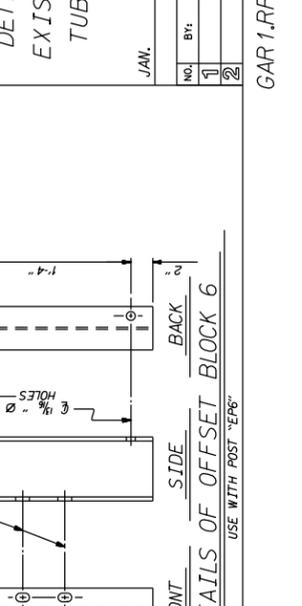
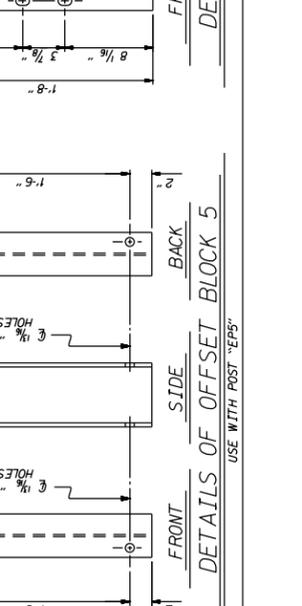
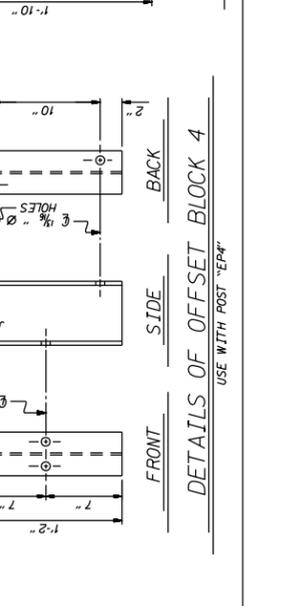
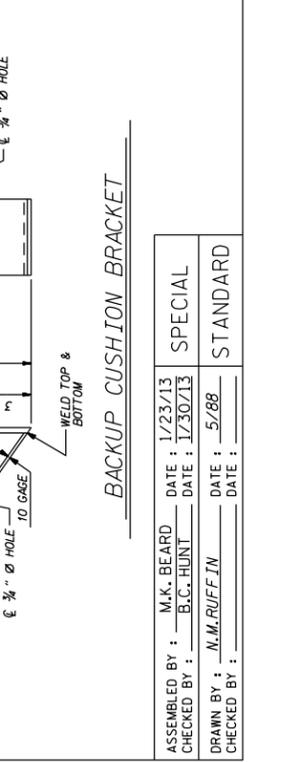
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 CHECKED BY: B.C. HUNT DATE: 1/30/13
 DRAWN BY: N.M. RUFFIN DATE: 5/88
 CHECKED BY:



ASSEMBLED BY: M.K. BEARD DATE: 1/23/13
 CHECKED BY: B.C. HUNT DATE: 1/30/13
 DRAWN BY: N.M. RUFFIN DATE: 5/88
 CHECKED BY:



ASSEMBLED BY: M.K. BEARD DATE: 1/23/13
 CHECKED BY: B.C. HUNT DATE: 1/30/13
 DRAWN BY: N.M. RUFFIN DATE: 5/88
 CHECKED BY:



ADDED TO CAD 5/88 BY: NMR CHECKED BY:

PROJECT NO. W-5212H
 CATAWBA COUNTY
 STATION: _____
 SHEET 4 OF 6

STATE OF NORTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 RALEIGH
 DETAILS FOR RETROFIT OF
 EXISTING BRIDGE RAIL WITH
 TUBULAR BEAM GUARDRAIL
 BRIDGE #44

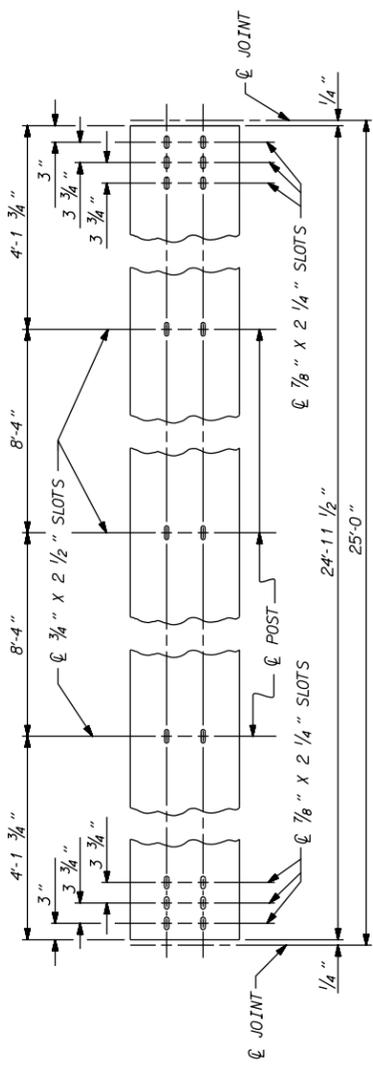
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 TOTAL SHEETS 4

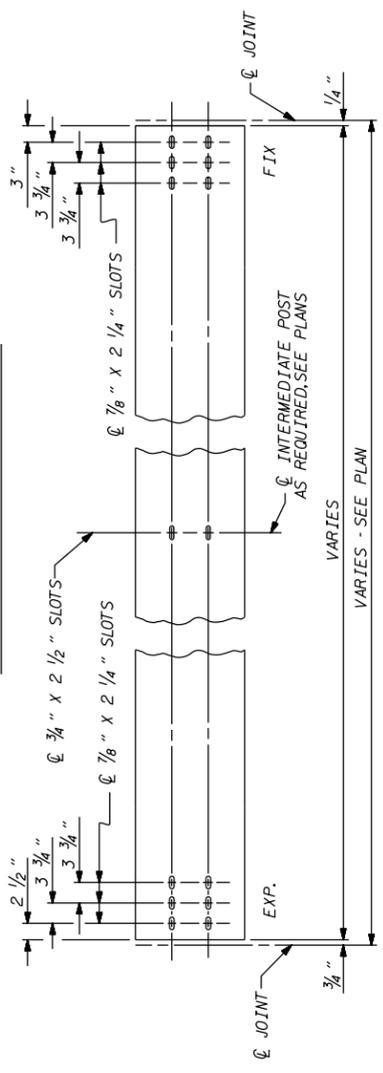
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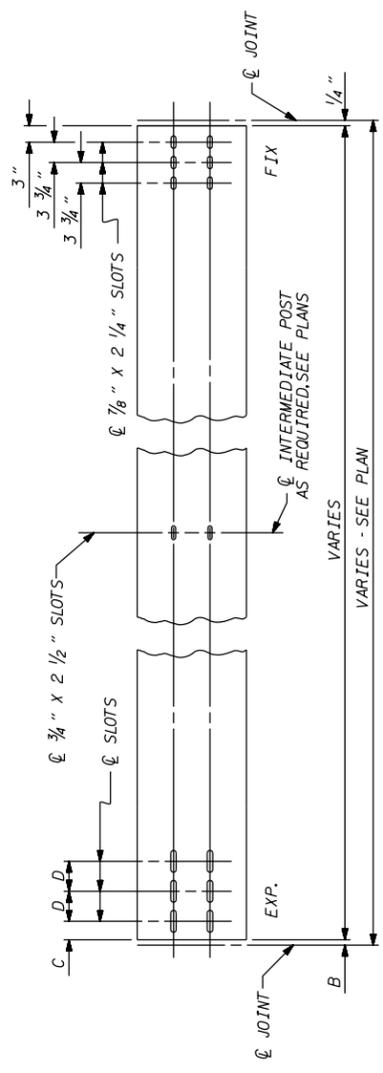
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ELEVATION TUBULAR BEAM
 STANDARD RAIL

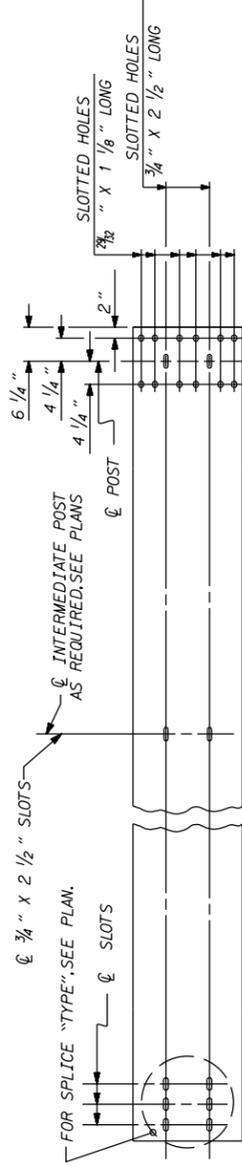


ELEVATION TUBULAR BEAM
 EXPANSION RAIL FOR TYPE 1 SPLICE



ELEVATION TUBULAR BEAM
 EXPANSION RAIL FOR TYPE 2 THRU 5 SPLICE

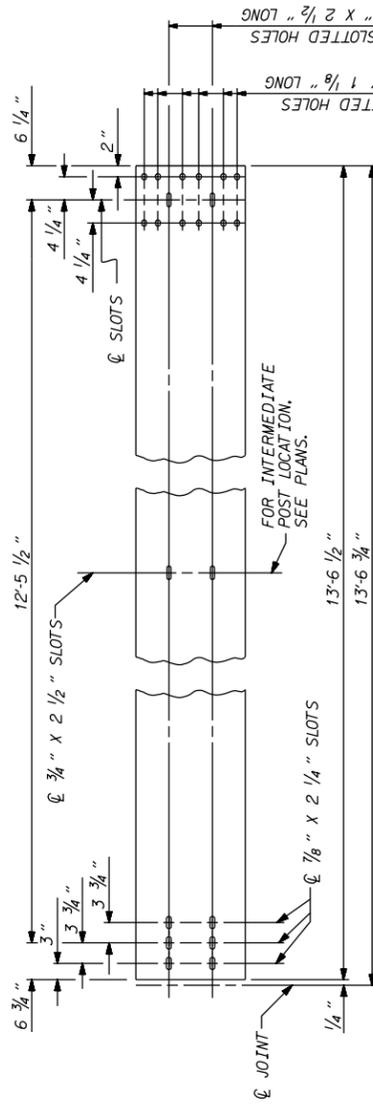
NOTE: FOR DIM'S "B", "C", "D", & "SLOT SIZE", SEE "TABLE 1", SHEET 4 OF 4.



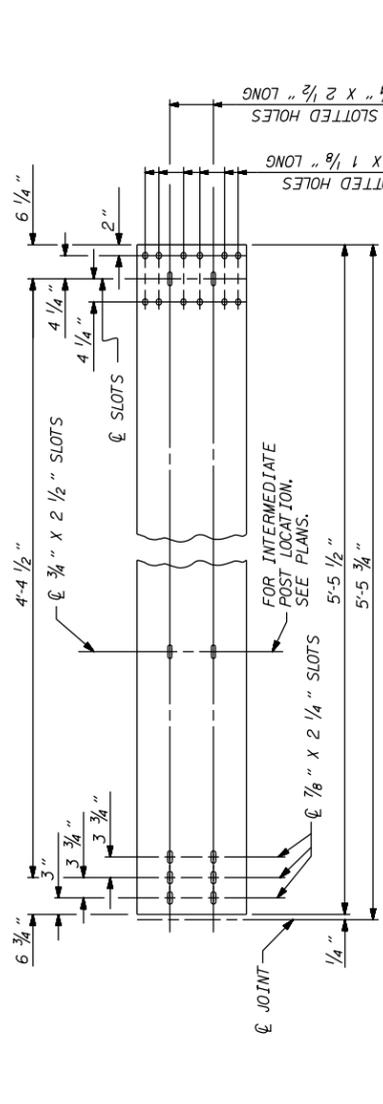
ELEVATION TUBULAR BEAM

SHOWING CONNECTION OF TUBULAR BEAM TO TERMINAL SECTION.

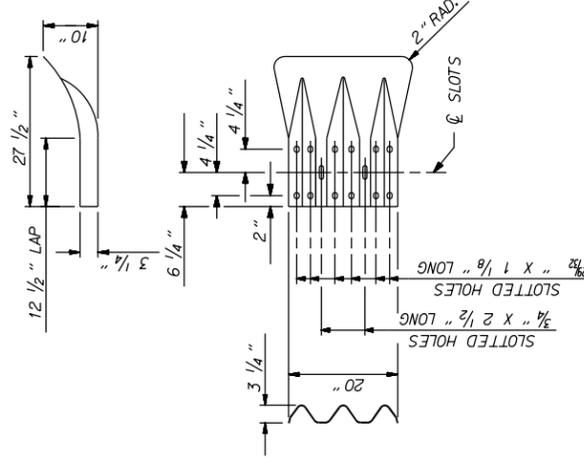
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| ASSEMBLED BY: M.K. BEARD | DATE: 1/23/13 | SPECIAL |
| CHECKED BY: B.C. HUNT | DATE: 1/30/13 | STANDARD |
| DRAWN BY: M.M. RUFFIN | DATE: 5/88 | |
| CHECKED BY: | DATE: | |



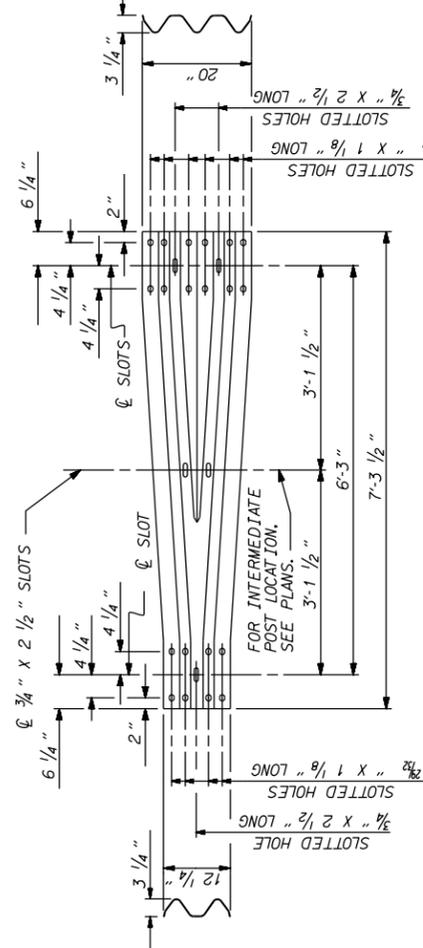
20" TRIPLE CORRUGATED STEEL
 BEAM GUARDRAIL - "C1"



20" TRIPLE CORRUGATED STEEL
 BEAM GUARDRAIL - "C2"



TRIPLE CORRUGATED GUARDRAIL
 TERMINAL SECTION



W-T-R GUARDRAIL TRANSITIONAL SECTION

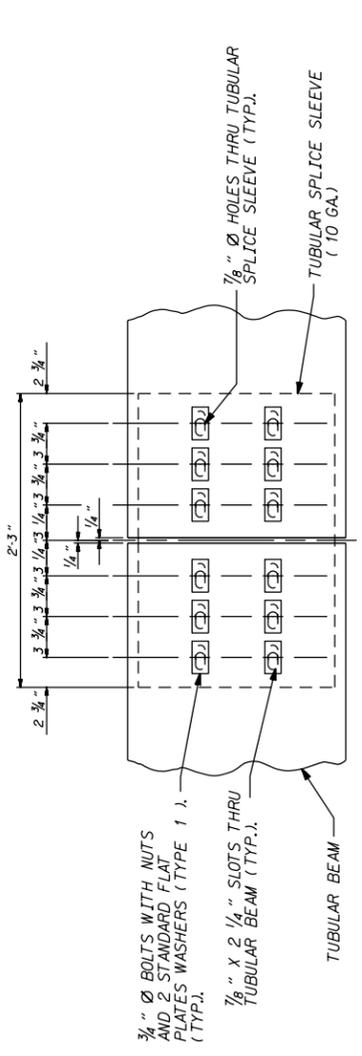
PROJECT NO. W-5212H
 CATAWBA COUNTY
 STATION: _____
 SHEET 5 OF 6

| | | | |
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| STATE OF NORTH CAROLINA RALEIGH | | DEPARTMENT OF TRANSPORTATION | |
| DETAILS FOR RETROFIT OF EXISTING BRIDGE RAIL WITH TUBULAR BEAM GUARDRAIL | | | |
| MAY | BRIDGE #44 | 1988 | |
| NO. BY: 1 | DATE: | NO. BY: 3 | DATE: |
| 2 | | 4 | |
| REVISIONS | | SHEET NO. | |
| TOTAL SHEETS | | | |

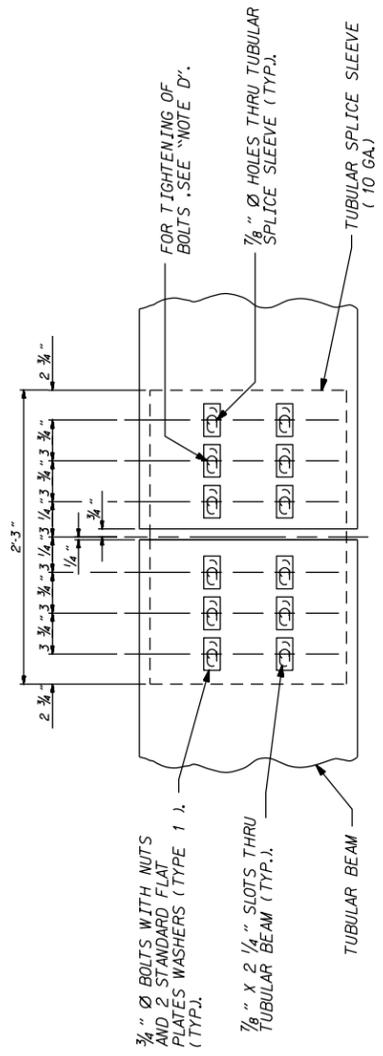
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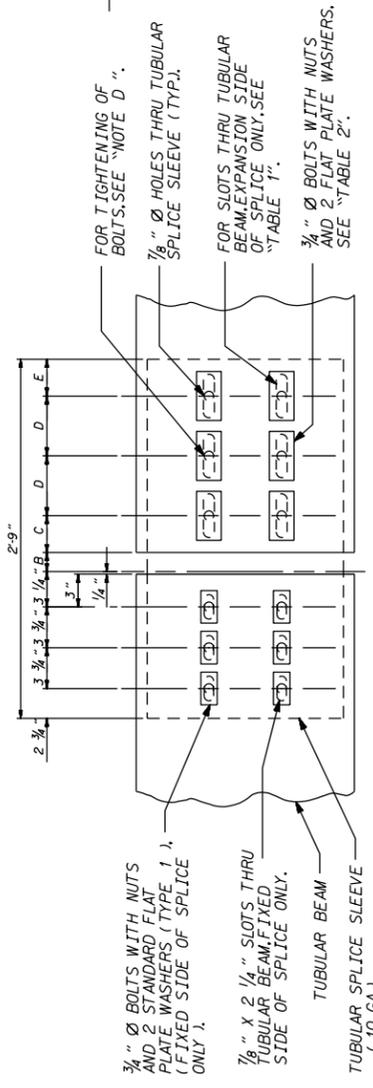
ADDED TO CAD 5/88 BR: NMR CHECKED BY: SBM 5/92



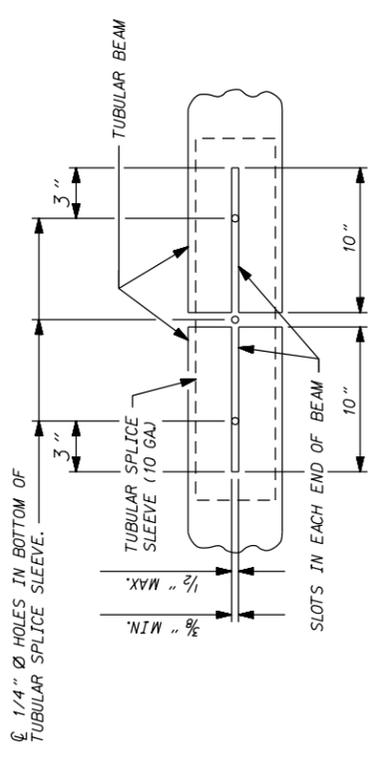
FIXED SPLICE BETWEEN POST (TYPE 1)
 TUBULAR BEAM SPLICED



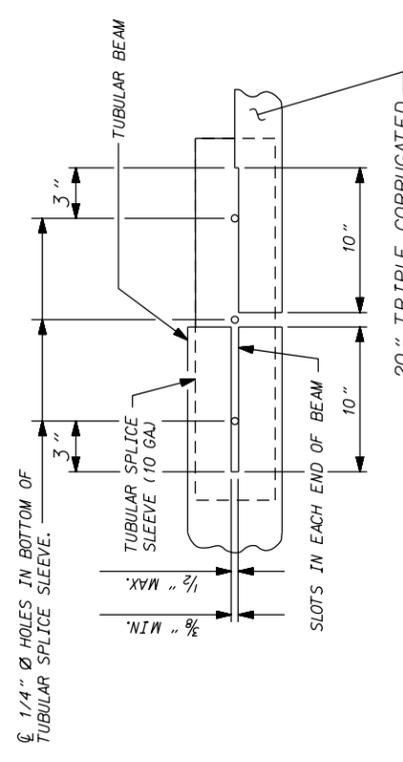
EXPANSION SPLICE BETWEEN POST (TYPE 1)
 TUBULAR BEAM SPLICED



EXPANSION SPLICE BETWEEN POST (TYPE 2 THRU 5)
 TUBULAR BEAM SPLICED



BOTTOM VIEW OF TUBULAR BEAM SPLICED



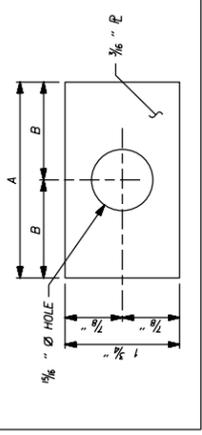
BOTTOM VIEW OF TRIPLE CORRUGATED STEEL BEAM SPLICED

TABLE 1
 DIMENSIONS FOR TYPE 2 THRU 5
 (TUBULAR BEAM SPLICED BETWEEN POSTS)

| TYPE | 2 | 3 | 4 | 5 |
|-----------|---------|---------|---------|---------|
| A | 2'-9" | 3'-1" | 3'-5" | 3'-8" |
| B | 1'-4" | 1'-2" | 1'-5" | 2'-3/8" |
| C | 1'-3/4" | 2'-1/4" | 3" | 3'-1/2" |
| D | 3'-3/8" | 4" | 4'-3/8" | 5" |
| E | 5'-1/2" | 6'-1/2" | 7'-1/2" | 8'-1/2" |
| SLOT SIZE | 1" X 4" | 1" X 5" | 1" X 6" | 1" X 7" |

TABLE 2
 FLAT PLATE WASHER DIMENSIONS

| TYPE | DESCRIPTION | A | B |
|------|-----------------|--------|--------|
| 1 | STANDARD WASHER | 3" | 1 1/2" |
| 2 | USE WITH SPLICE | 4 1/2" | 2 1/4" |
| 3 | TYPE 3 | 5 1/2" | 2 3/4" |
| 4 | TYPE 4 | 6 1/2" | 3 1/4" |
| 5 | TYPE 5 | 7 1/2" | 3 3/4" |



NOTE D': BOLTS ON EXPANSION SIDE OF TUBULAR BEAM SPLICED SHALL BE TIGHTENED FINGER TIGHT. DOUBLE NUTS SHALL BE USED AND TIGHTENED AGAINST EACH OTHER TO PREVENT THE NUTS FROM BECOMING LOOSE ON THE BOLT.

| | | |
|---------------------------|---------------|----------|
| ASSEMBLED BY: M.K. BEARD | DATE: 1/23/13 | SPECIAL |
| CHECKED BY: B.C. HUNT | DATE: 1/30/13 | STANDARD |
| DRAWN BY: N.M. RUFFIN | DATE: 5/88 | |
| CHECKED BY: S.B. WILLIAMS | DATE: 5/92 | |

PROJECT NO. W-5212H
 CATAWBA COUNTY
 STATION: _____

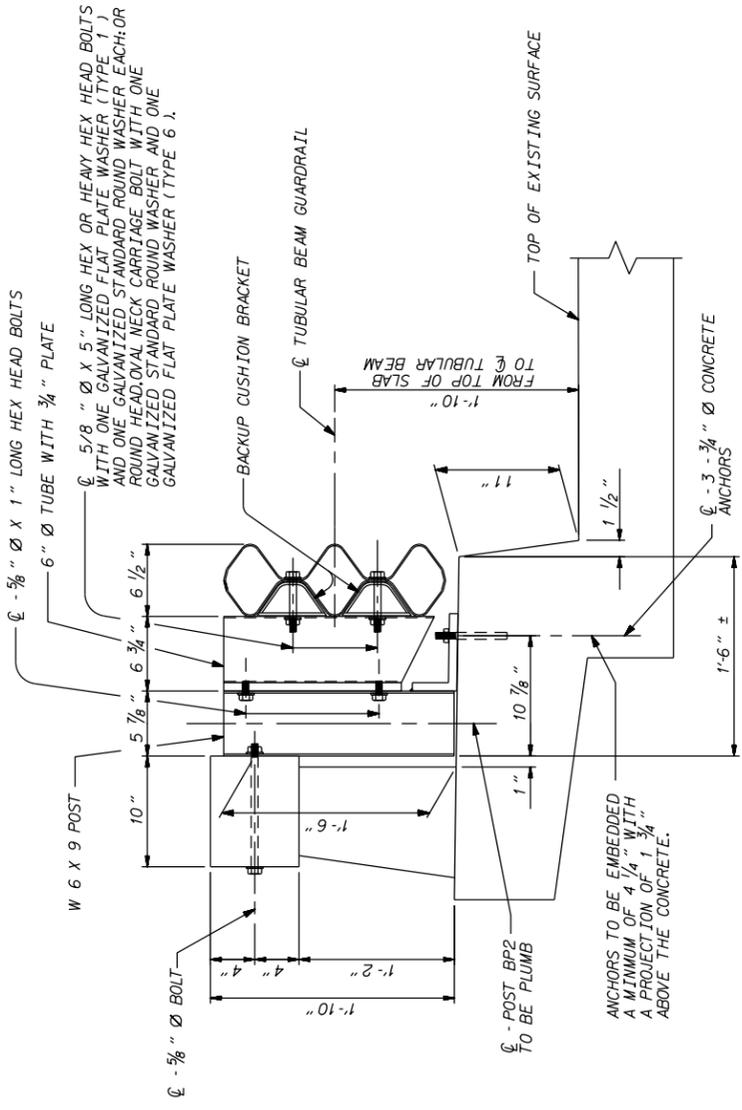
SHEET 6 OF 6
 STATE OF NORTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 RALEIGH

DETAILS FOR RETROFIT OF EXISTING BRIDGE RAIL WITH TUBULAR BEAM GUARDRAIL
 BRIDGE #44

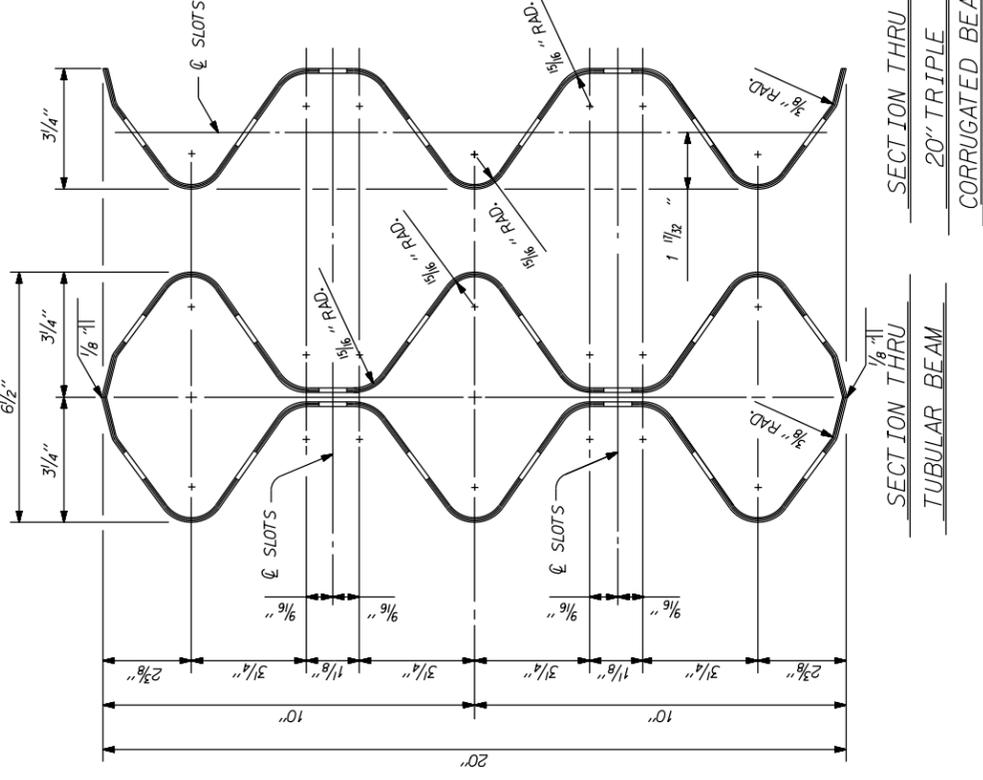
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1980 SHEET NO. 10745 SHEETS

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RETROFIT EXISTING RAIL WITH TUBULAR BEAM GUARDRAIL
(WITHOUT WEARING SURFACE)



CONCRETE ANCHOR NOTES :

- FOR ADHESIVELY ANCHORED BOLTS OR DOWELS, SEE STANDARD SPECIFICATIONS.
 - THE 3/4" DIAMETER ANCHOR BOLTS SHALL BE TESTED USING LEVEL 2 FIELD TESTING AS SHOWN IN THE STANDARD SPECIFICATIONS. THE YIELD LOAD OF THE 3/4" DIAMETER ANCHOR IS 10 KIIPS.
 - THE SUCCESSFULLY TESTED ANCHOR MAY BE USED IN THE FINAL RAIL ASSEMBLY, IF APPROPRIATELY LOCATED. IF NOT SO LOCATED, OR IF THE ANCHOR FAILS THE TEST, THE TEST AREA SHALL BE REPAIRED AS DAMAGED CONCRETE. SEE "GENERAL NOTES".
- EMBEDMENT SHOWN ON THE PLANS IS A MINIMUM, BUT THE MANUFACTURER'S RECOMMENDATIONS SHALL BE FOLLOWED.
- THE 3/4" DIAMETER CONCRETE ANCHOR SHALL CONSIST OF A STUD, THREADED ON ONE END, WITH NUT AND WASHERS. THE ANCHOR SHALL BE GALVANIZED TO CONFORM TO THE REQUIREMENTS OF ASTM A-153.
- AT THE CONTRACTOR'S OPTION, STAINLESS STEEL ANCHORS MAY BE USED AS AN ALTERNATE FOR THE GALVANIZED CONCRETE ANCHORS. THEY SHALL MEET OR EXCEED THE MECHANICAL REQUIREMENTS FOR THE GALVANIZED ANCHORS. THE USE OF THIS ALTERNATE SHALL BE APPROVED BY THE ENGINEER.
- EXPANSION ANCHORS WILL NOT BE PERMITTED.
- FOR ANCHOR BOLTS, SEE STANDARD SPECIFICATIONS.

NOTES :

- TUBULAR BEAM POSTS ARE TO BE MOUNTED AGAINST THE EXISTING CONCRETE RAIL. 5/8" DIAMETER BOLTS, THRU THE EXISTING CONCRETE RAIL OR POST, SHALL BE 3/4" DIAMETER.
- 3/4" AND 5/8" DIAMETER BOLTS SHALL CONFORM TO THE REQUIREMENTS OF ASTM A-307 AND SHALL BE GALVANIZED TO CONFORM TO THE REQUIREMENTS OF ASTM A-153.

GENERAL NOTES :

- THE 20" TRIPLE TUBULAR CORRUGATED BEAM RAIL SECTION SHALL BE FABRICATED BY WELDING TWO (2) 20" TRIPLE CORRUGATED BEAM RAIL ELEMENTS AS SHOWN AND THE GUARDRAIL SHALL CONFORM TO THE NEAREST STANDARD SPECIFICATIONS EXCEPT AS NOTED AND SHOWN ON THE PLANS.
- 20" TRIPLE TUBULAR CORRUGATED BEAM RAIL SHALL BE 10 GAGE.
- POSTS, BASE ANGLES AND/OR BASE PLATES, 6" DIA. TUBES, AND OFFSET BLOCKS SHALL CONFORM TO THE REQUIREMENTS OF ASTM A-36. SHIMS SHALL MEET THE REQUIREMENTS OF ASTM A-570 GRADE 33 OR A-611 GRADE C.
- POSTS, BASE ANGLES AND/OR BASE PLATES, TUBES, BLOCKS AND SHIMS SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A-123.
- POSTS ARE TO BE PLUMB. SHIMS MAY BE USED BENEATH THE ROADWAY EDGE OF THE BASE ANGLES AND/OR BASE PLATES AS NECESSARY FOR POST ALIGNMENT. PROVIDE ONE 1/8" AND TWO 1/16" STEEL SHIMS FOR 25% OF THE POSTS ON THE BRIDGE.
- "BP" POST HEIGHT TO BE DETERMINED IN THE FIELD BY THE CONTRACTOR.
- PROPOSED RAIL POST MAY BE SHIFTED SLIGHTLY TO CLEAR REINFORCING STEEL. STANDARD SLOTS MAY BE USED IN THE RAIL TO ALLOW ADJUSTMENT.
- HOLES SHALL BE DRILLED HORIZONTAL OR VERTICAL USING A ROTARY DRILL OR A ROTARY IMPACT DRILL. IMPACT TOOLS WILL NOT BE PERMITTED. CARBIDE TIPPED BITS SHALL BE USED UNLESS REINFORCING STEEL IS ENCOUNTERED. AN APPROPRIATE BIT FOR DRILLING THROUGH REINFORCING STEEL SHALL BE USED WHEN NECESSARY. THE CONTRACTOR SHALL BE PREPARED TO DRILL THROUGH REINFORCING STEEL AT TIMES.
- POST SPACINGS AS SHOWN ON THE PLANS SHALL BE CHECKED BEFORE HOLES ARE DRILLED IN THE 20" TRIPLE TUBULAR CORRUGATED BEAM RAIL. STANDARD SLOTS WILL BE ALLOWED. FIELD PUNCHING OF THE HOLES OR SLOTS WILL NOT BE PERMITTED.
- A SEALANT WILL BE REQUIRED IN THE AREA OF THE ANCHOR BOLTS AND WILL BE PLACED IN THE FOLLOWING MANNER:
 - BEFORE THE BASE PLATE HAS BEEN SET IN PLACE. IF THE GROUT DOES NOT COMPLETELY FILL THE ANCHOR HOLE, SEAL THE AREA AROUND EACH CONCRETE ANCHOR BOLT TO KEEP MOISTURE FROM ENTERING THE HOLE.
 - AFTER THE BASE PLATE HAS BEEN SET IN PLACE AND BEFORE THE WASHERS AND NUTS HAVE BEEN PLACED ON THE BOLT. SEAL THE HOLE REMAINING AROUND THE ANCHOR BOLT.
 THE SEALANT SHALL BE A ONE-COMPONENT POLYSULFIDE GUN GRADE MEETING FEDERAL SPECIFICATION TT-S-230. SEALANT SHALL BE GRAY IN COLOR AND APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDATION. THE FOLLOWING SEALANTS MEET THE ABOVE REQUIREMENTS:
 - SONOLASTIC ONE PART, MANUFACTURED BY SONNEBORN-DESOTO CO. DES PLAINES, ILLINOIS 60018.
 - THORSPAN ONE COMPONENT, MANUFACTURED BY STANDARD DRY WALL PRODUCTS, INC. MIAMI, FLORIDA 33166.
 - HORNLEY ONE COMPONENT, MANUFACTURED BY W. R. GRACE AND CO. CAMBRIDGE, MASSACHUSETTS 02140.
- ALL CONCRETE DAMAGED BY THIS WORK SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER.
- THE 6" TUBE ALLOW FOR SOME VERTICAL ADJUSTMENT OF RAIL HEIGHT IN ORDER TO OBTAIN THE CENTERLINE OF RAIL HEIGHT OF 1'-10" ABOVE RIDING SURFACE.
- THE SIZE OF FILLET WELDS SHALL CONFORM TO THE REQUIREMENTS OF THE CURRENT AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES. ELECTROSLAG WELDING WILL NOT BE PERMITTED. LAP BEAM RAIL JOINTS IN DIRECTION OF TRAFFIC.

PROJECT NO. W-5212H
CATAWBA COUNTY

STATION: _____

SHEET 2 OF 5

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
RALEIGH

DETAILS FOR RETROFIT
OF EXISTING BRIDGE
RAIL WITH TUBULAR
BEAM GUARDRAIL

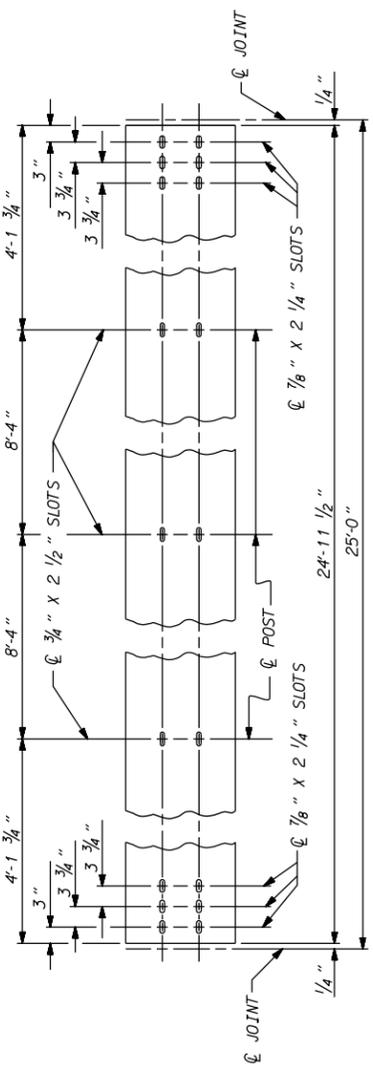
MAY BRIDGE #99 1988

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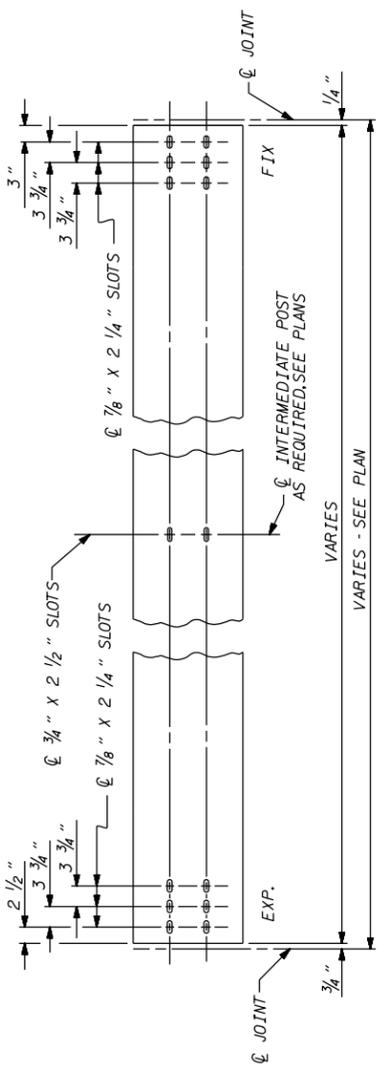
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| ASSEMBLED BY : <u>M.K. BEARD</u> | DATE : <u>1/24/13</u> | SPECIAL |
| CHECKED BY : <u>B.C. HUNT</u> | DATE : <u>1/30/13</u> | |
| DRAWN BY : <u>M.M. RUFFIN</u> | DATE : <u>5/88</u> | STANDARD |
| CHECKED BY : | DATE : | |

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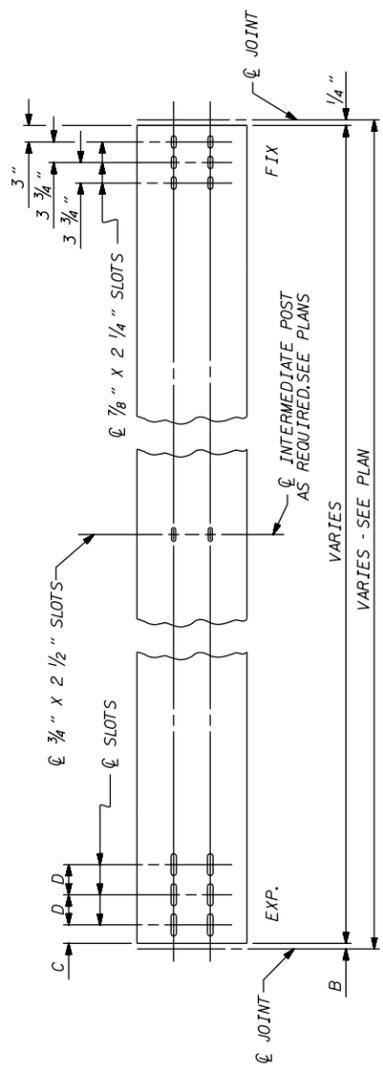
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20" TRIPLE CORRUGATED STEEL
 BEAM GUARDRAIL - "C1"

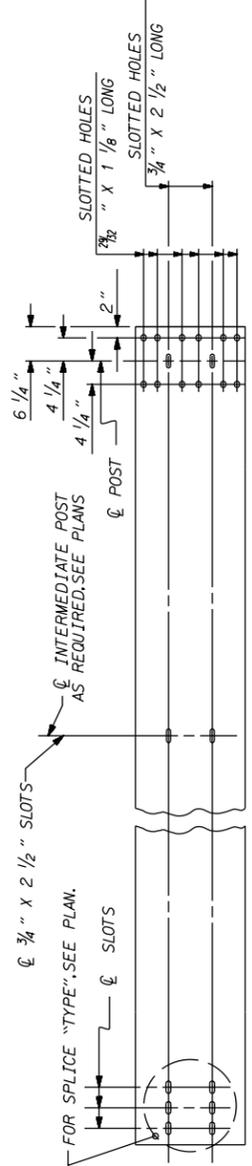


20" TRIPLE CORRUGATED STEEL
 BEAM GUARDRAIL - "C2"

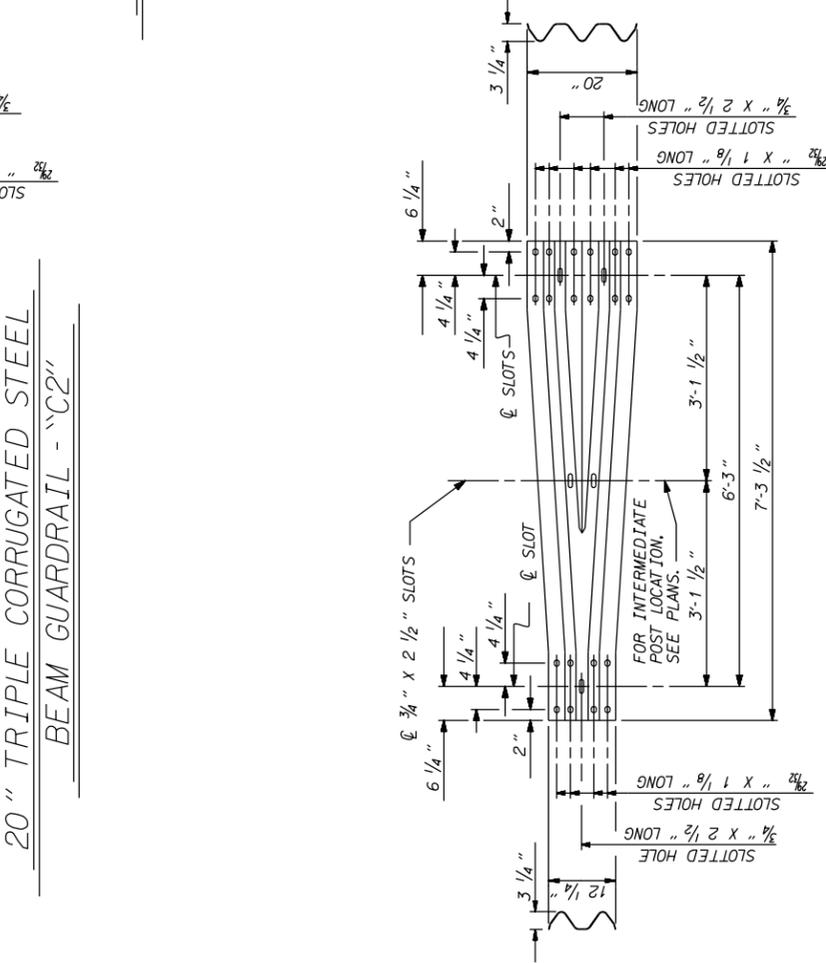
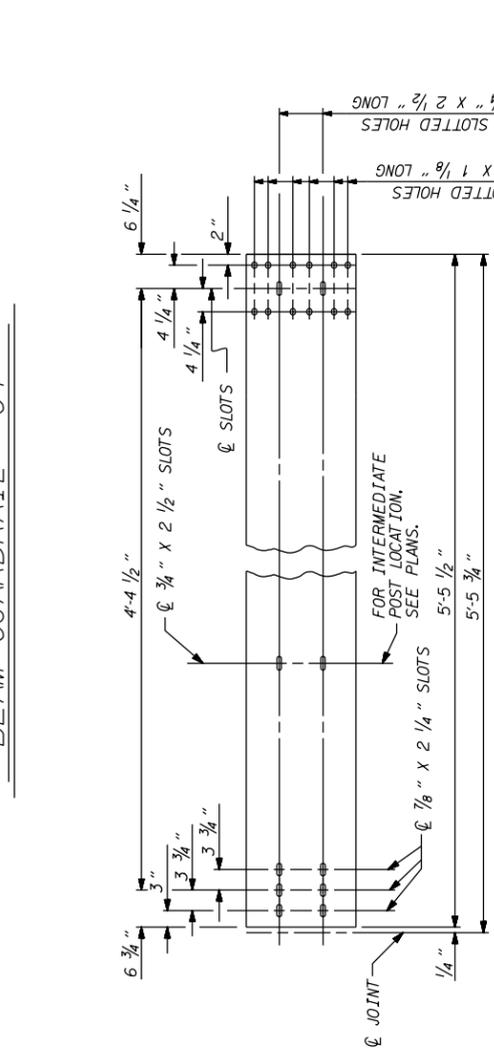
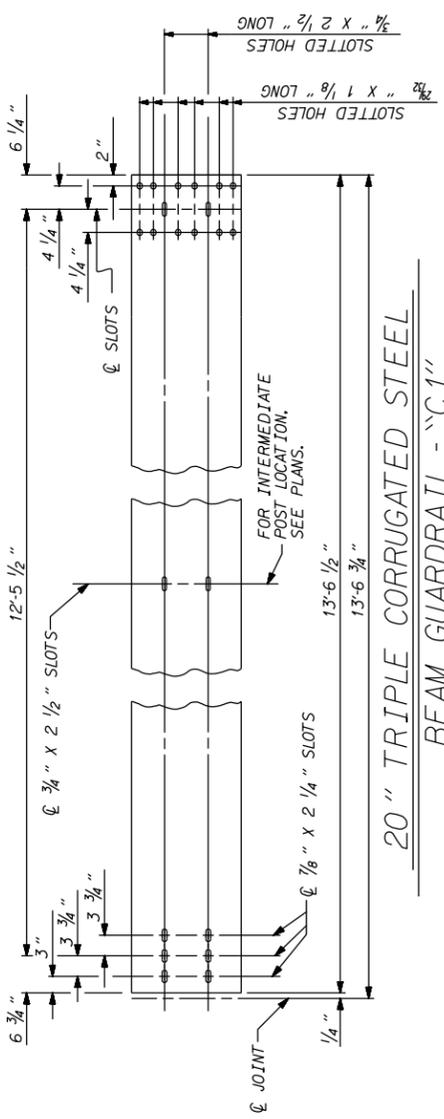


W-TR GUARDRAIL TRANSITIONAL SECTION

NOTE: FOR DIMS. "B", "C", "D", & "SLOT SIZE", SEE "TABLE 1", SHEET 4 OF 4.



W-TR GUARDRAIL TRANSITIONAL SECTION



| | | |
|--------------------------|---------------|----------|
| ASSEMBLED BY: M.K. BEARD | DATE: 1/24/13 | SPECIAL |
| CHECKED BY: B.C. HUNT | DATE: 1/30/13 | STANDARD |
| DRAWN BY: M.M. RUFFIN | DATE: 5/88 | |
| CHECKED BY: | DATE: | |

PROJECT NO. W-5212H
 CATAWBA COUNTY

STATION: _____

SHEET 4 OF 5

STATE OF NORTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 RALEIGH

DETAILS FOR RETROFIT
 OF EXISTING BRIDGE
 RAIL WITH TUBULAR
 BEAM GUARDRAIL

BRIDGE #99

| | | | | | |
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| NO. | BY: | DATE: | NO. | BY: | DATE: |
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REVISIONS

MAY 1988

SHEET NO.

TOTAL SHEETS

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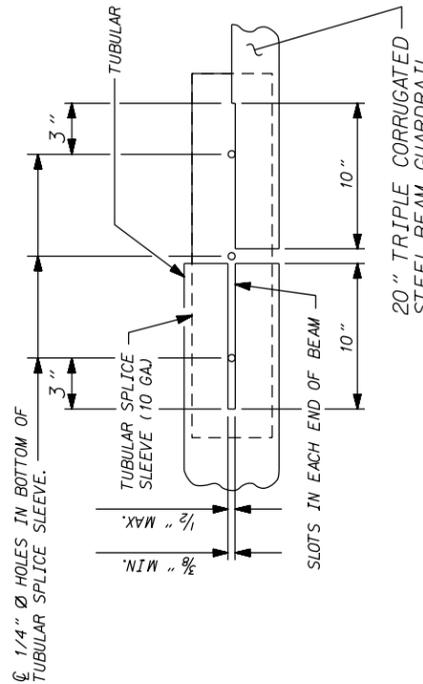
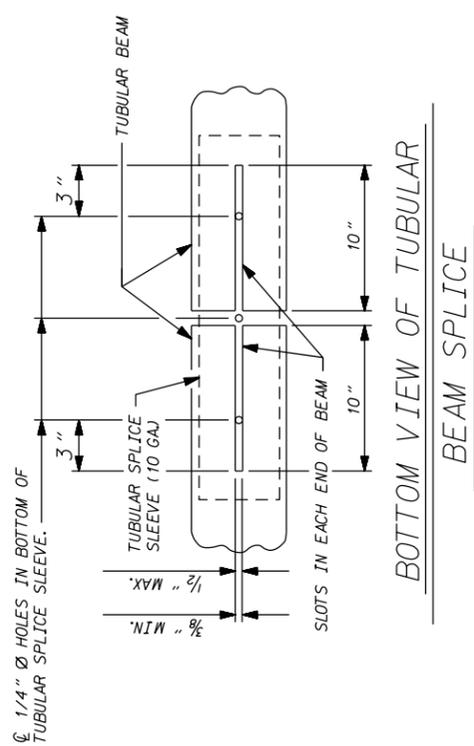
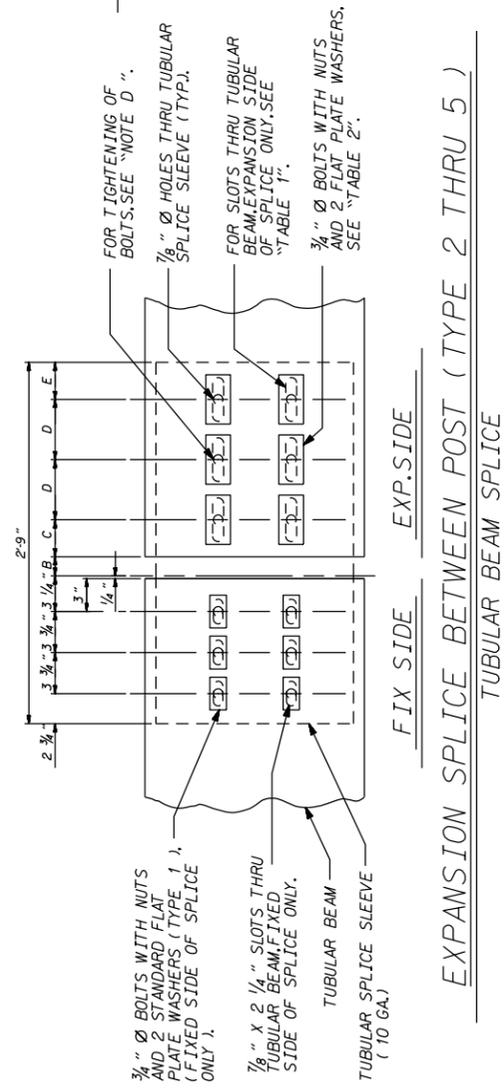
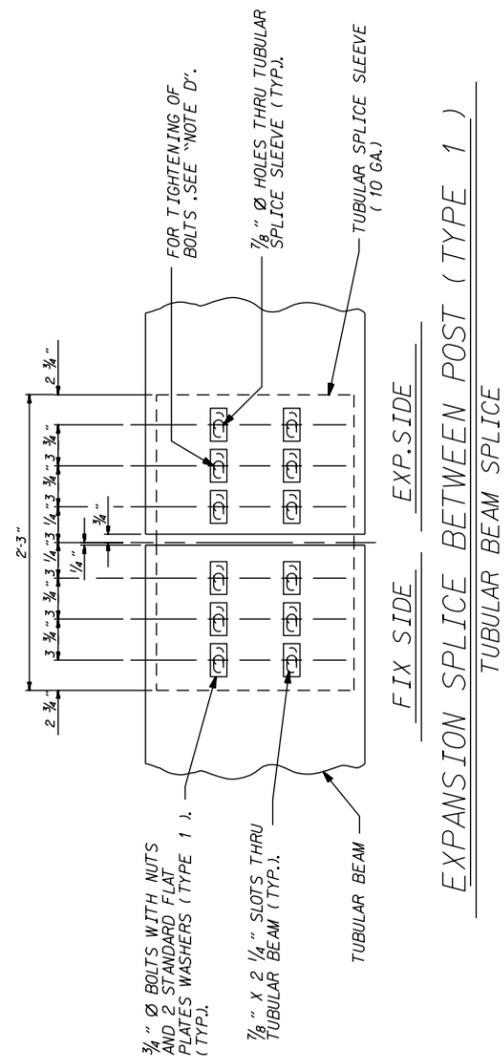
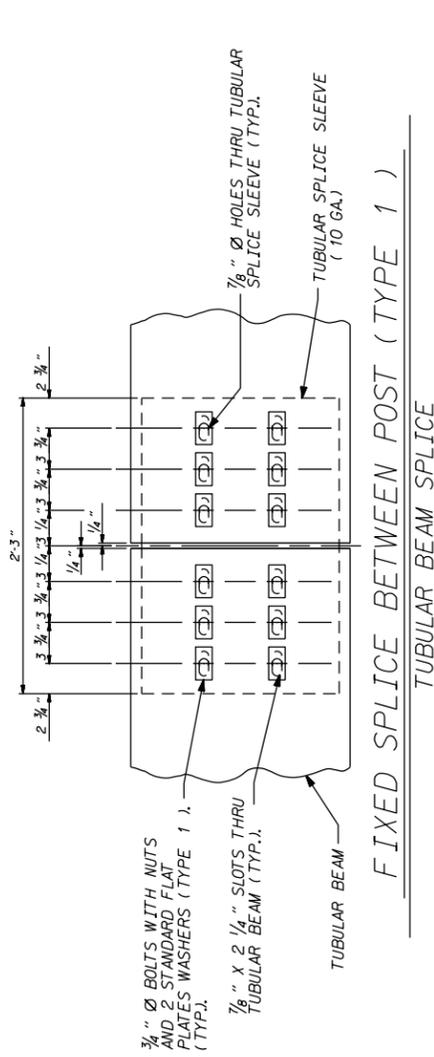
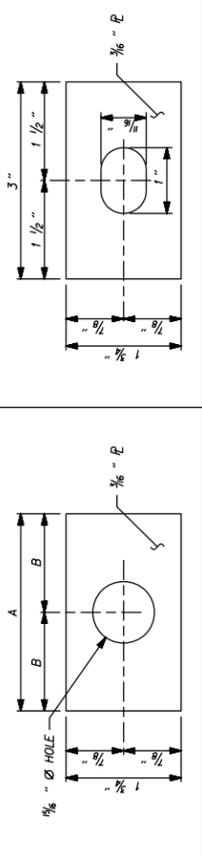


TABLE 1
DIMENSIONS FOR TYPE 2 THRU 5 EXPANSION SPLICE (TUBULAR BEAM SPLICE BETWEEN POSTS)

| TYPE | 2 | 3 | 4 | 5 |
|-----------|---------|---------|---------|---------|
| A | 2'-9" | 3'-1" | 3'-5" | 3'-8" |
| B | 1'-4" | 1'-8" | 1'-8" | 2'-3/8" |
| | 1'-3/4" | 2'-1/4" | 3" | 3'-1/2" |
| C | 3'-3/8" | 4" | 4'-3/4" | 5" |
| D | 5'-1/2" | 6'-1/2" | 7'-1/2" | 8'-1/2" |
| E | 3'-3/8" | 4'-1/4" | 4'-3/4" | 5" |
| SLOT SIZE | 1" X 4" | 1" X 5" | 1" X 6" | 1" X 7" |

TABLE 2
FLAT PLATE WASHER DIMENSIONS

| TYPE | DESCRIPTION | A | B |
|------|-----------------|---------|---------|
| 1 | STANDARD WASHER | 3" | 1'-1/2" |
| TYPE | USE WITH SPLICE | A | B |
| 2 | TYPE 2 | 4'-1/2" | 2'-1/4" |
| 3 | TYPE 3 | 5'-1/2" | 2'-3/8" |
| 4 | TYPE 4 | 6'-1/2" | 3'-1/4" |
| 5 | TYPE 5 | 7'-1/2" | 3'-3/4" |



"NOTE D": BOLTS ON EXPANSION SIDE OF TUBULAR BEAM SPLICE SHALL BE TIGHTENED FINGER TIGHT. DOUBLE NUTS SHALL BE USED AND TIGHTENED AGAINST EACH OTHER TO PREVENT THE NUTS FROM BECOMING LOOSE ON THE BOLT.

ADDED TO CAD 5/88 BY: NMR CHECKED BY: SBM 5/92

| | | | | |
|----------------|--------------|--------|----------|----------|
| ASSEMBLED BY : | MK. BEARD | DATE : | 1/24/13 | SPECIAL |
| CHECKED BY : | BC. HUNT | DATE : | 12/30/13 | STANDARD |
| DRAWN BY : | N.M. RUFFIN | DATE : | 5/98 | |
| CHECKED BY : | SB. WILLIAMS | DATE : | 5/92 | |

PROJECT NO. W-5212H
 CATAWBA COUNTY
 STATION: _____
 SHEET 5 OF 5

STATE OF NORTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 RALEIGH

DETAILS FOR RETROFIT OF EXISTING BRIDGE RAIL WITH TUBULAR BEAM GUARDRAIL

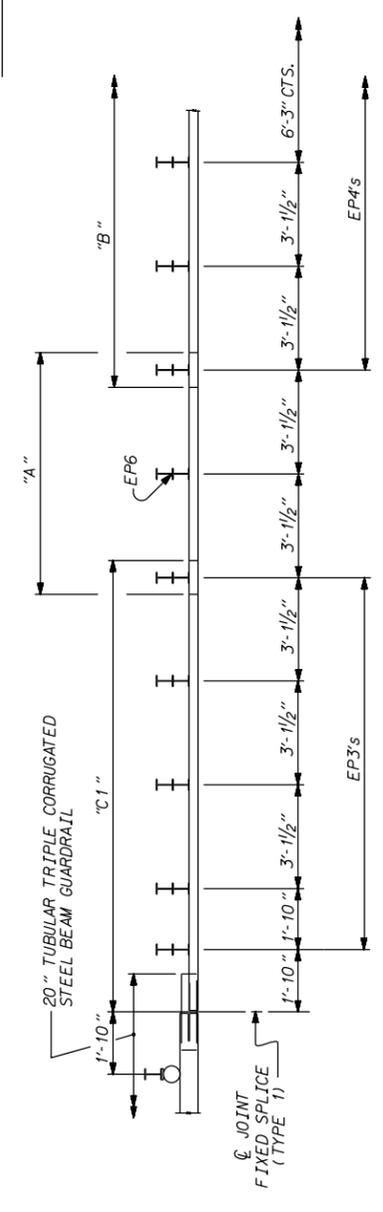
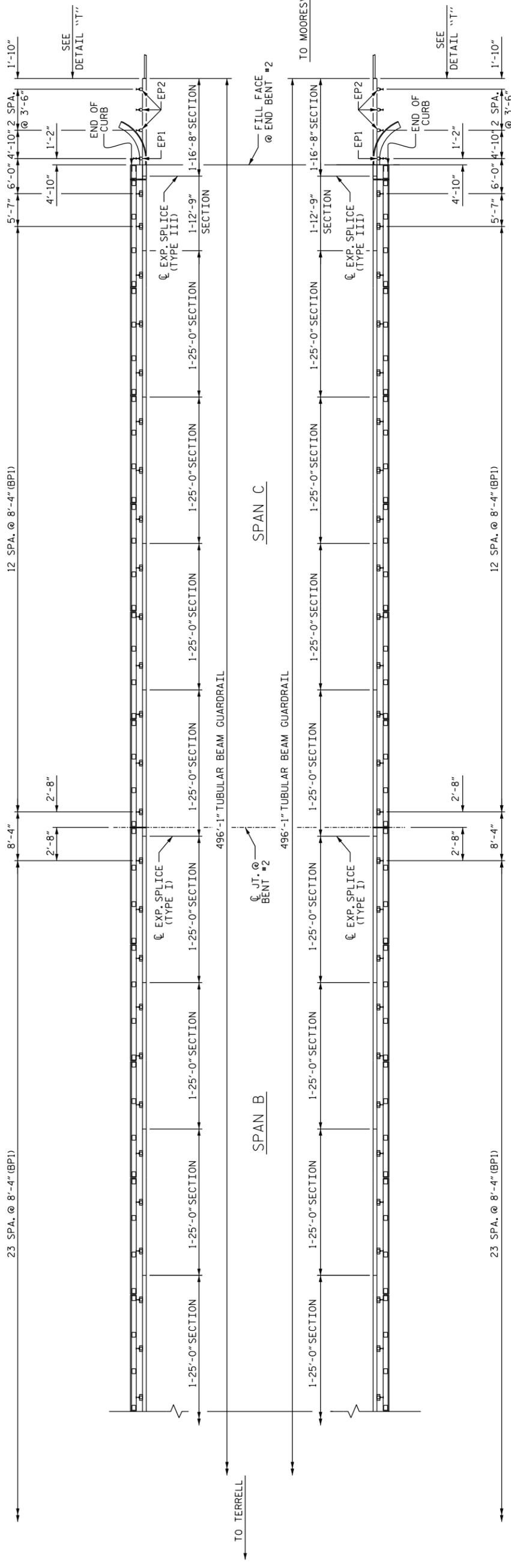
BRIDGE #99

APRIL 1980

| NO. | BY: | DATE: | NO. | BY: | DATE: |
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SHEET NO. 1980
 TOTAL SHEETS

GAR3.RRF



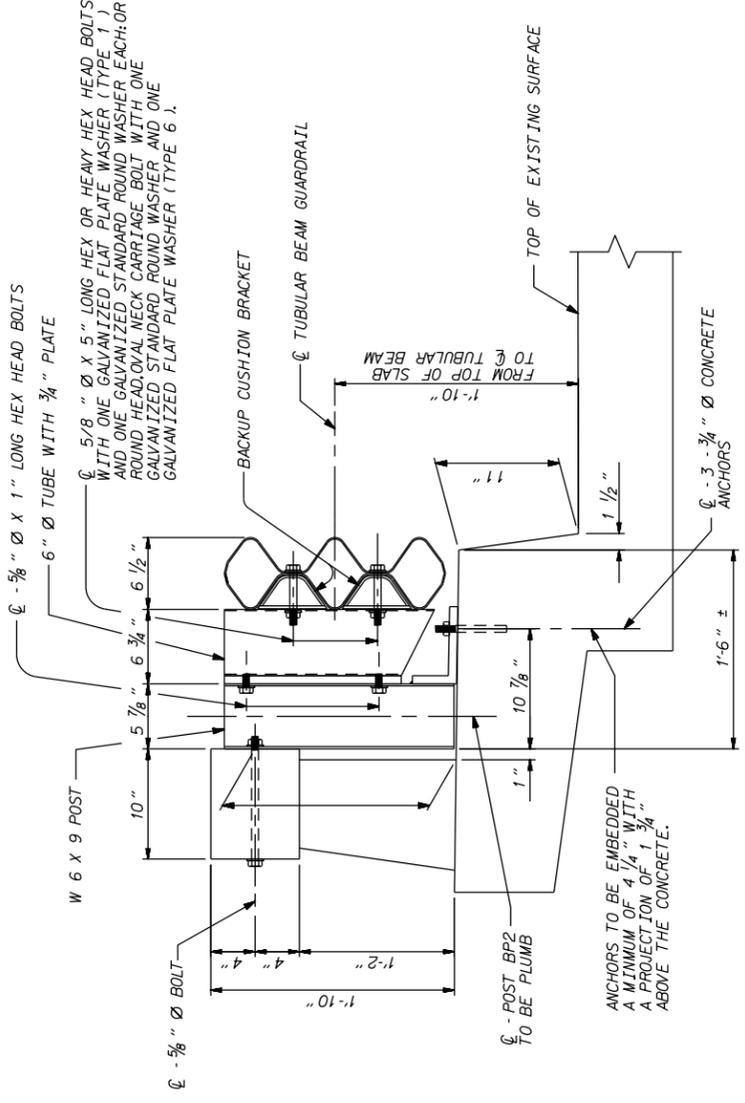
LEGEND

- BP5
- EP1
- EP2
- EP3 (EXCEPT AS NOTED)
- EP5
- W-TR GUARDRAIL TRANSITIONAL SECTION
- STANDARD GUARDRAIL
- 20" TRIPLE CORRUGATED STEEL BEAM GUARDRAIL
- 20" TRIPLE CORRUGATED STEEL BEAM GUARDRAIL
- TRIPLE CORRUGATED GUARDRAIL TERMINAL SECTION

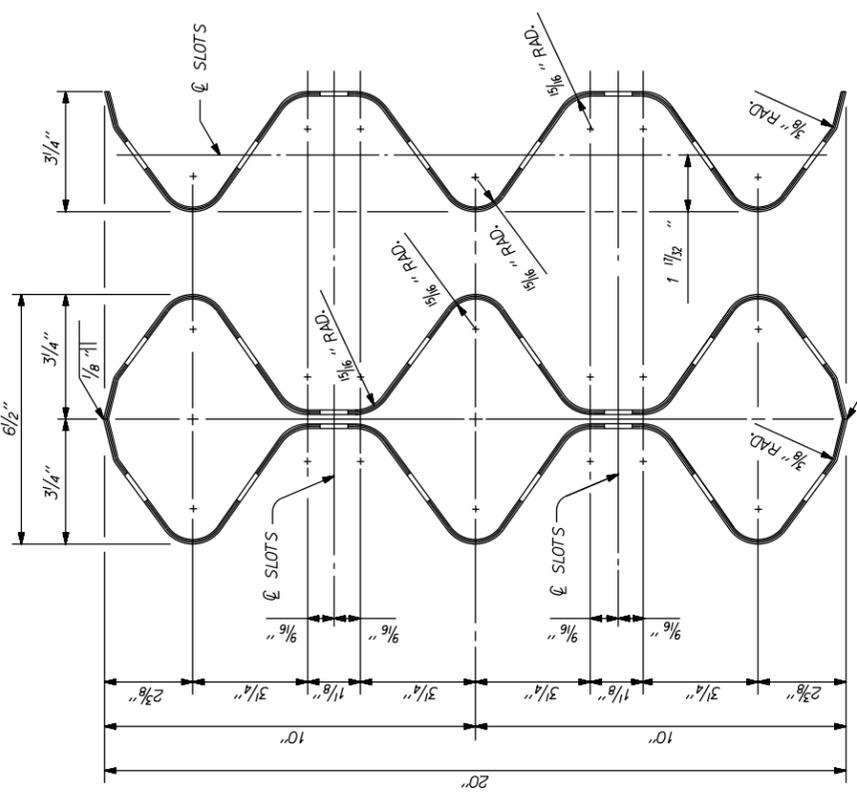
PROJECT NO. W-5212H
 CATAWBA COUNTY
 STATION:
 SHEET 2 OF 6

STATE OF NORTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 RALEIGH
 RAIL RETROFIT
 OF EXISTING
 BRIDGE #117
 ON NC 150

| REVISIONS | | SHEET NO. | |
|-----------|------|-----------|------|
| NO. | DATE | NO. | DATE |
| 1 | | 3 | |
| 2 | | 4 | |



RETROFIT EXISTING RAIL WITH TUBULAR BEAM GUARDRAIL
(WITHOUT WEARING SURFACE)



SECTION THRU TUBULAR BEAM
SECTION THRU 20\"/>

CONCRETE ANCHOR NOTES :

1. FOR ADHESIVELY ANCHORED BOLTS OR DOWELS, SEE STANDARD SPECIFICATIONS.
 - A) THE 3/4" DIAMETER ANCHOR BOLTS SHALL BE TESTED USING LEVEL 2 FIELD TESTING AS SHOWN IN THE STANDARD SPECIFICATIONS. THE YIELD LOAD OF THE 3/4" DIAMETER ANCHOR IS 10 KIPS.
 - B) THE SUCCESSFULLY TESTED ANCHOR MAY BE USED IN THE FINAL RAIL ASSEMBLY, IF APPROPRIATELY LOCATED. IF NOT SO LOCATED, OR IF THE ANCHOR FAILS THE TEST, THE TEST AREA SHALL BE REPAIRED AS DAMAGED CONCRETE. SEE 'GENERAL NOTES'.
2. EMBEDMENT SHOWN ON THE PLANS IS A MINIMUM, BUT THE MANUFACTURER'S RECOMMENDATIONS SHALL BE FOLLOWED.
3. THE 3/4" DIAMETER CONCRETE ANCHOR SHALL CONSIST OF A STUD, THREADED ON ONE END, WITH NUT AND WASHERS. THE ANCHOR SHALL BE GALVANIZED TO CONFORM TO THE REQUIREMENTS OF ASTM A-153.
4. AT THE CONTRACTOR'S OPTION, STAINLESS STEEL ANCHORS MAY BE USED AS AN ALTERNATE FOR THE GALVANIZED CONCRETE ANCHORS. THEY SHALL MEET OR EXCEED THE MECHANICAL REQUIREMENTS FOR THE GALVANIZED ANCHORS. THE USE OF THIS ALTERNATE SHALL BE APPROVED BY THE ENGINEER.
5. EXPANSION ANCHORS WILL NOT BE PERMITTED.
6. FOR ANCHOR BOLTS, SEE STANDARD SPECIFICATIONS.

NOTES :

- TUBULAR BEAM POSTS ARE TO BE MOUNTED AGAINST THE EXISTING CONCRETE RAIL.
- HOLES FOR THE 5/8" DIAMETER BOLTS, THRU THE EXISTING CONCRETE RAIL OR POST, SHALL BE 3/4" DIAMETER.
- 3/4" AND 5/8" DIAMETER BOLTS SHALL CONFORM TO THE REQUIREMENTS OF ASTM A-307 AND SHALL BE GALVANIZED TO CONFORM TO THE REQUIREMENTS OF ASTM A-153.

GENERAL NOTES :

1. THE 20" TRIPLE TUBULAR CORRUGATED BEAM RAIL SECTION SHALL BE FABRICATED BY WELDING TWO (2) 20" TRIPLE CORRUGATED BEAM RAIL ELEMENTS AS SHOWN AND THE GUARDRAIL SHALL CONFORM TO THE NCDDOT STANDARD SPECIFICATIONS EXCEPT AS NOTED AND SHOWN ON THE PLANS.
 2. 20" TRIPLE TUBULAR CORRUGATED BEAM RAIL SHALL BE 10 GAGE.
 3. POSTS, BASE ANGLES AND/OR BASE PLATES, 6" DIA. TUBES, AND OFFSET BLOCKS SHALL CONFORM TO THE REQUIREMENTS OF ASTM A-36. SHIMS SHALL MEET THE REQUIREMENTS OF ASTM A-570 GRADE 33 OR A-611 GRADE C.
 4. POSTS, BASE ANGLES AND/OR BASE PLATES, TUBES, BLOCKS AND SHIMS SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A-123.
 5. POSTS ARE TO BE PLUMB. SHIMS MAY BE USED BENEATH THE ROADWAY EDGE OF THE BASE ANGLES AND/OR BASE PLATES AS NECESSARY FOR POST ALIGNMENT. PROVIDE ONE 1/8" AND TWO 1/16" STEEL SHIMS FOR 25% OF THE POSTS ON THE BRIDGE.
 6. POST HEIGHT TO BE DETERMINED IN THE FIELD BY THE CONTRACTOR.
 7. PROPOSED RAIL POST MAY BE SHIFTED SLIGHTLY TO CLEAR REINFORCING STEEL. STANDARD SLOTS MAY BE USED IN THE RAIL TO ALLOW ADJUSTMENT.
 8. HOLES SHALL BE DRILLED HORIZONTAL OR VERTICAL USING A ROTARY DRILL OR A ROTARY IMPACT DRILL. IMPACT TOOLS WILL NOT BE PERMITTED. CARBIDE TIPPED BITS SHALL BE USED UNLESS REINFORCING STEEL IS ENCOUNTERED. AN APPROPRIATE BIT FOR DRILLING THROUGH REINFORCING STEEL SHALL BE USED WHEN NECESSARY. THE CONTRACTOR SHALL BE PREPARED TO DRILL THROUGH REINFORCING STEEL AT TIMES.
 9. POST SPACINGS AS SHOWN ON THE PLANS SHALL BE CHECKED BEFORE HOLES ARE DRILLED IN THE 20" TRIPLE TUBULAR CORRUGATED BEAM RAIL. STANDARD SLOTS WILL BE ALLOWED. FIELD PUNCHING OF THE HOLES OR SLOTS WILL NOT BE PERMITTED.
 10. A SEALANT WILL BE REQUIRED IN THE AREA OF THE ANCHOR BOLTS AND WILL BE PLACED IN THE FOLLOWING MANNER:
 - A. BEFORE THE BASE PLATE HAS BEEN SET IN PLACE, IF THE GROUT DOES NOT COMPLETELY FILL THE ANCHOR HOLE, SEAL THE AREA AROUND EACH CONCRETE ANCHOR BOLT TO KEEP MOISTURE FROM ENTERING THE HOLE.
 - B. AFTER THE BASE PLATE HAS BEEN SET IN PLACE AND BEFORE THE WASHERS AND NUTS HAVE BEEN PLACED ON THE BOLT, SEAL THE HOLE REMAINING AROUND THE ANCHOR BOLT.
- THE SEALANT SHALL BE A ONE-COMPONENT POLYSULFIDE GUN GRADE MEETING FEDERAL SPECIFICATION T-S-230. SEALANT SHALL BE GRAY IN COLOR AND APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDATION. THE FOLLOWING SEALANTS MEET THE ABOVE REQUIREMENTS:
- *SONOLASTIC ONE PART, MANUFACTURED BY SONNEBORN-DESOTO CO., DES PLAINES, ILLINOIS, 60018.
 - *THORSPAN ONE COMPONENT, MANUFACTURED BY STANDARD DRY WALL PRODUCTS, INC., MIAMI, FLORIDA, 33166.
 - *HORNFLEX ONE COMPONENT, MANUFACTURED BY W. R. GRACE AND CO., CAMBRIDGE, MASSACHUSETTS, 02140.
- ALL CONCRETE DAMAGED BY THIS WORK SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER.
11. VERTICAL SLOTS IN THE 6" TUBE ALLOW FOR SOME VERTICAL ADJUSTMENT OF RAIL IN HEIGHT IN ORDER TO OBTAIN THE CENTERLINE OF RAIL HEIGHT OF 1'-10" ABOVE RIDING SURFACE.
 13. THE SIZE OF FILLET WELDS SHALL CONFORM TO THE REQUIREMENTS OF THE CURRENT AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES. ELECTROSLAG WELDING WILL NOT BE PERMITTED.
 14. LAP BEAM RAIL JOINTS IN DIRECTION OF TRAFFIC.

PROJECT NO. W-5212H
CATAWBA COUNTY
 STATION: _____

SHEET 3 OF 6

STATE OF NORTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 RALEIGH

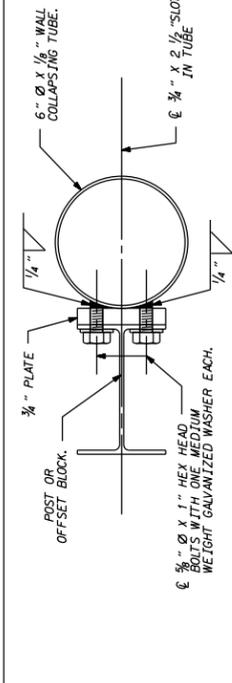
DETAILS FOR RETROFIT OF EXISTING BRIDGE RAIL WITH TUBULAR BEAM GUARDRAIL

| | | |
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| MAY | BRIDGE # 117 | 1988 |
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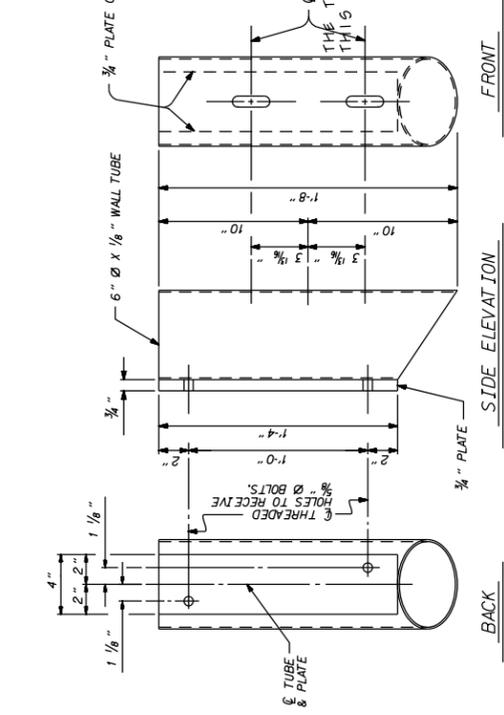
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| ASSEMBLED BY : | M.K. BEARD | DATE : | 2/27/13 | SPECIAL |
| CHECKED BY : | BC. HUNT | DATE : | 3/6/13 | STANDARD |
| DRAWN BY : | M.M. RUFFIN | DATE : | 5/88 | |
| CHECKED BY : | | DATE : | | |

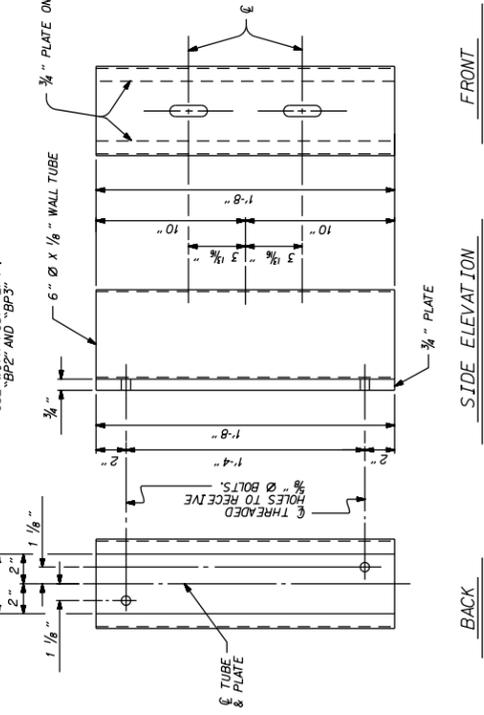
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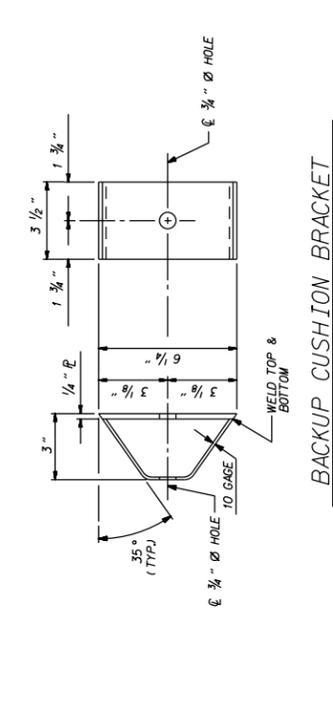
DETAIL SHOWING CONNECTION OF 6" Ø TUBE TO POST OR OFFSET BLOCK



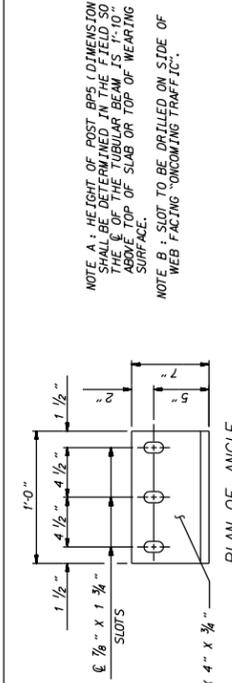
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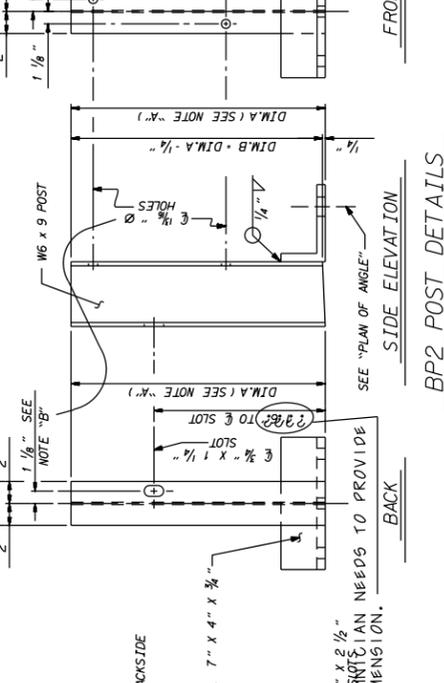
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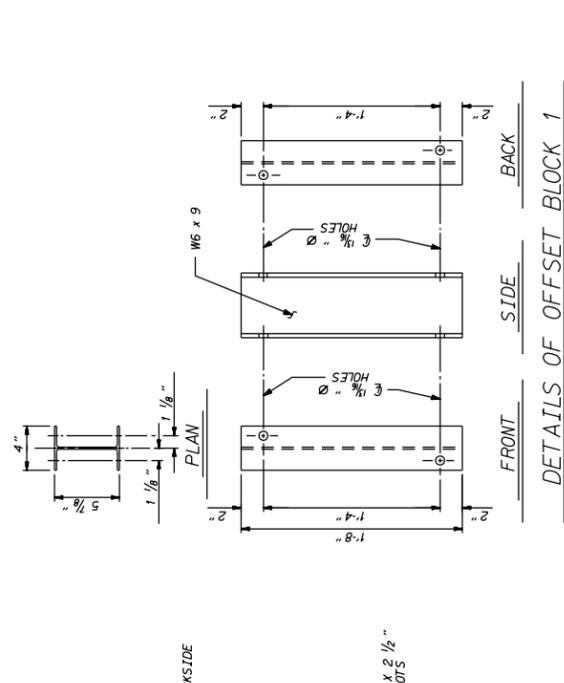
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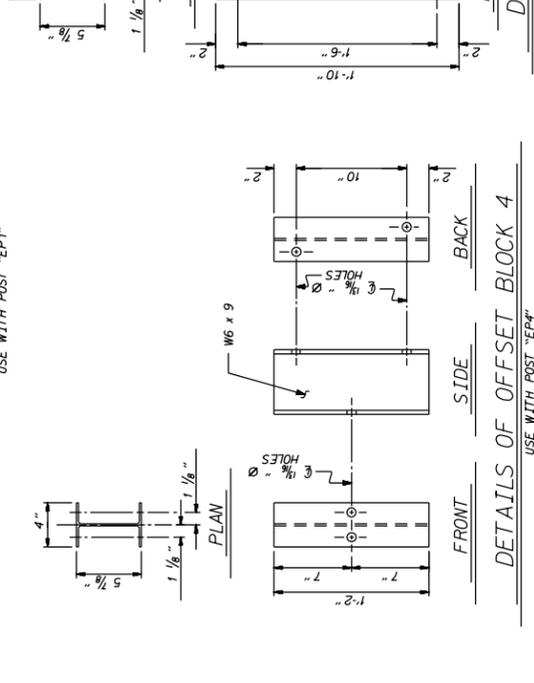
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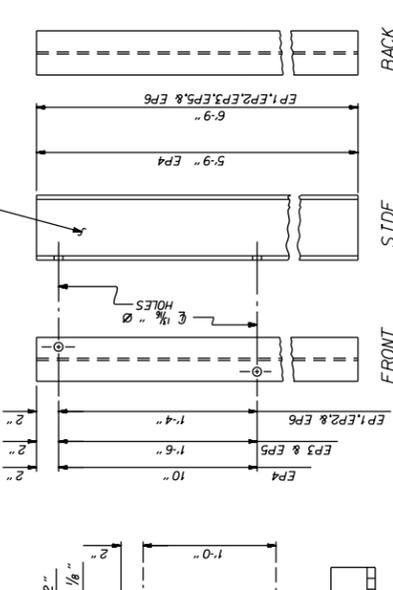
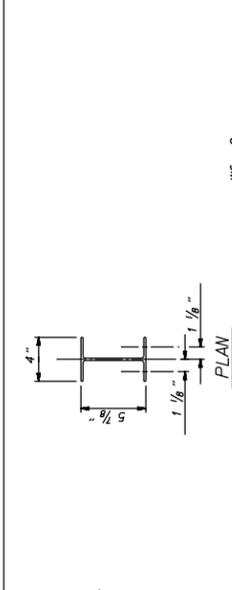
BP2 POST DETAILS



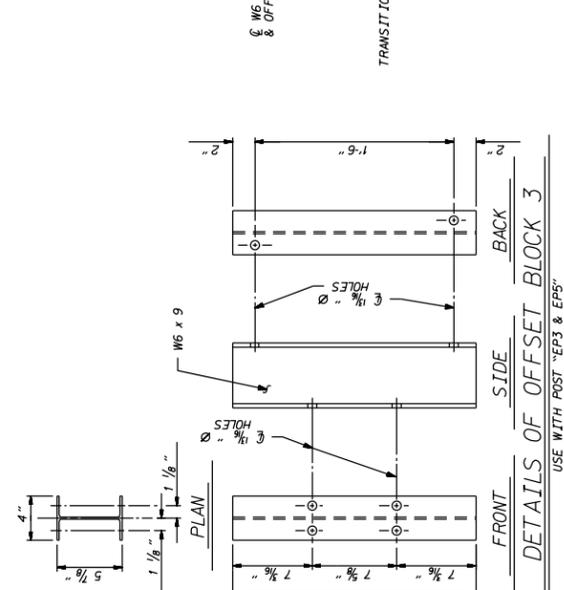
DETAILS OF OFFSET BLOCK 1



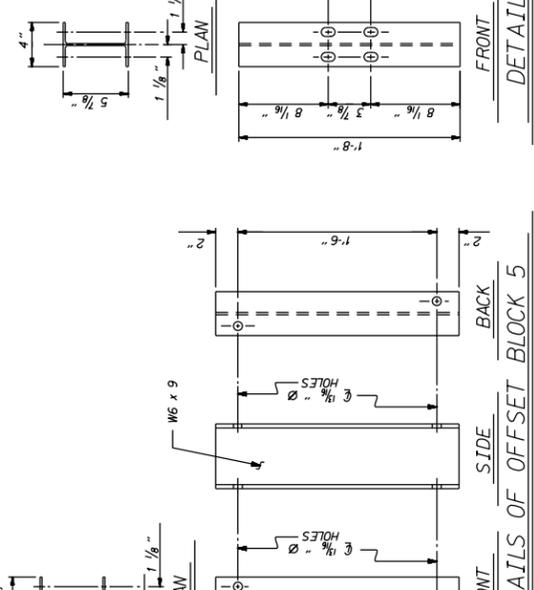
DETAILS OF OFFSET BLOCK 4



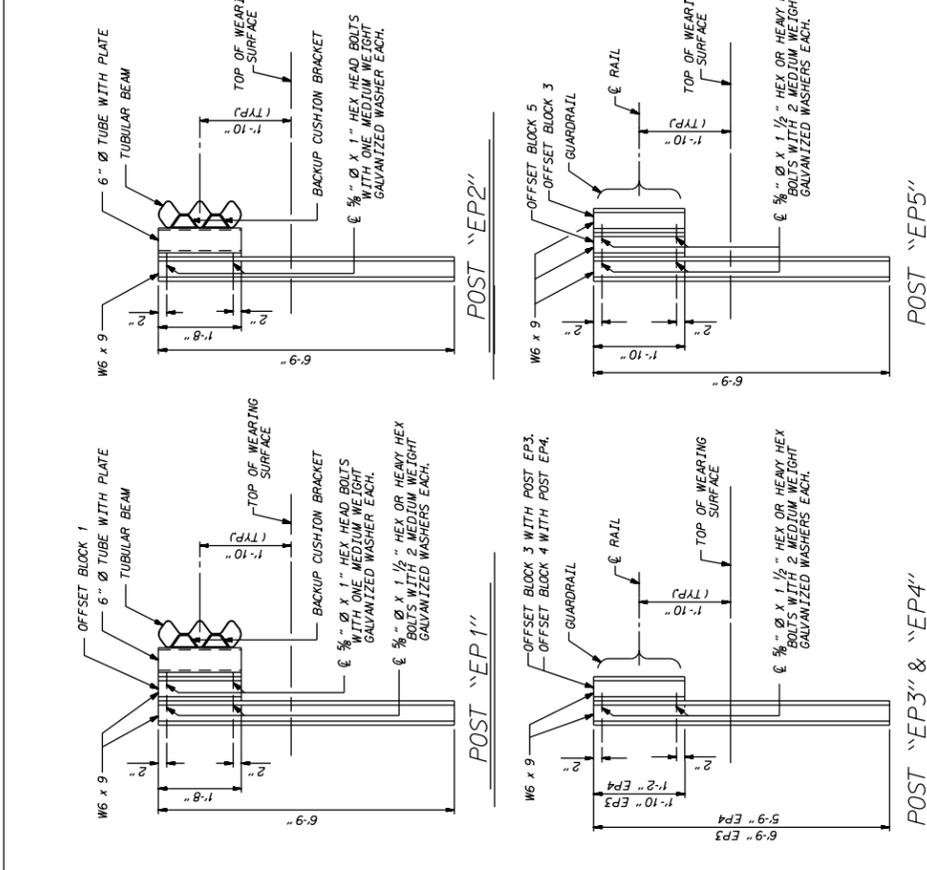
DETAIL OF POST EP1, EP2, EP3, EP4, EP5, & EP6



DETAILS OF OFFSET BLOCK 3

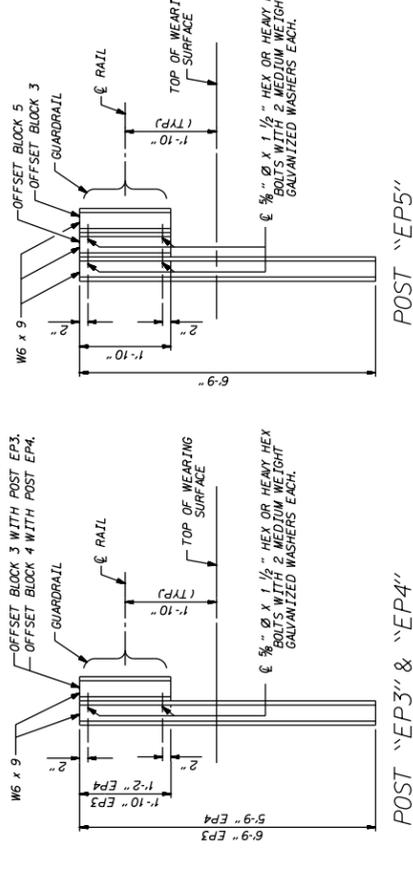


DETAILS OF OFFSET BLOCK 5



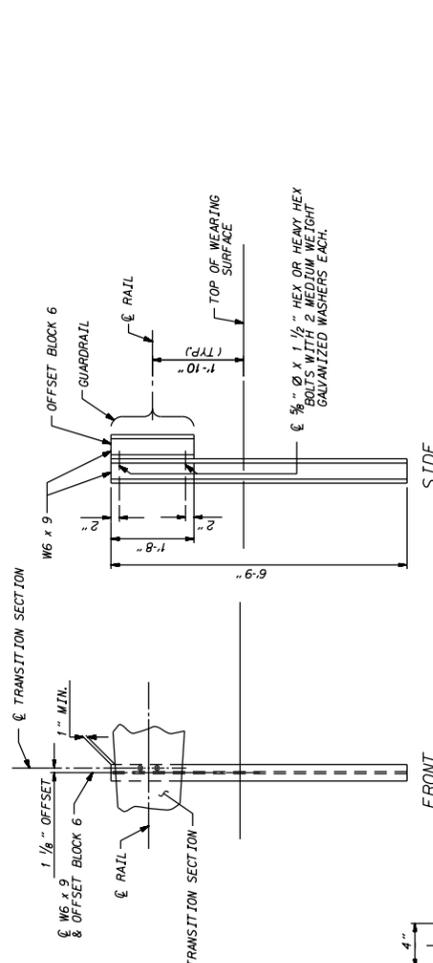
POST "EP1"

POST "EP2"

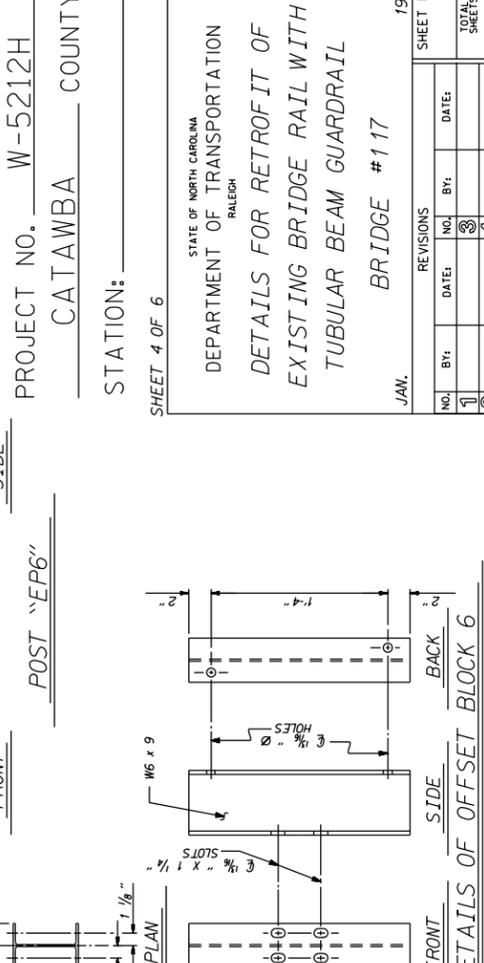


POST "EP3" & "EP4"

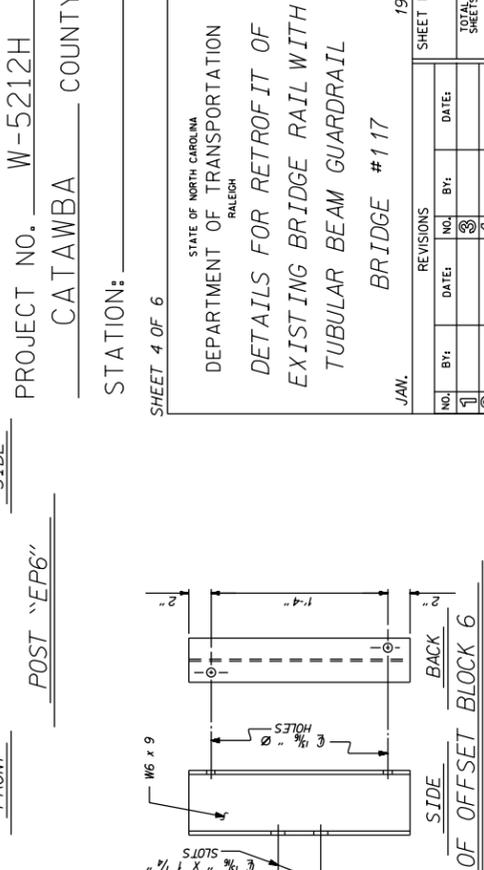
POST "EP5"



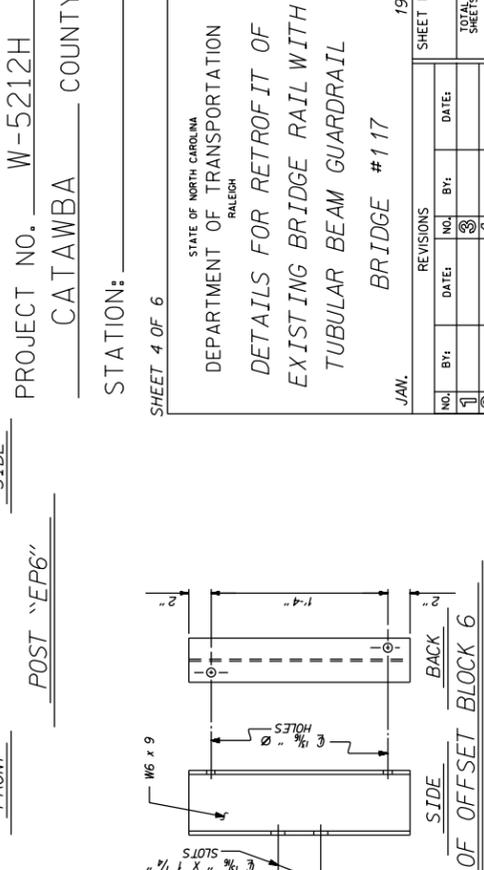
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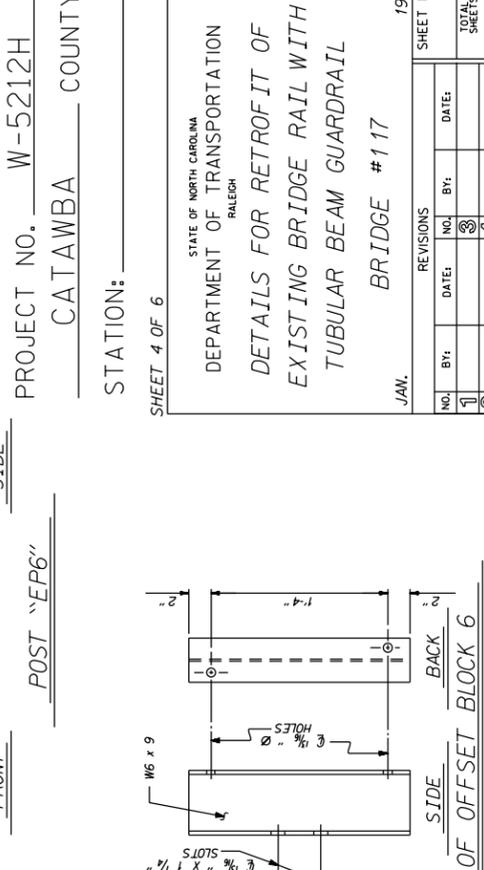
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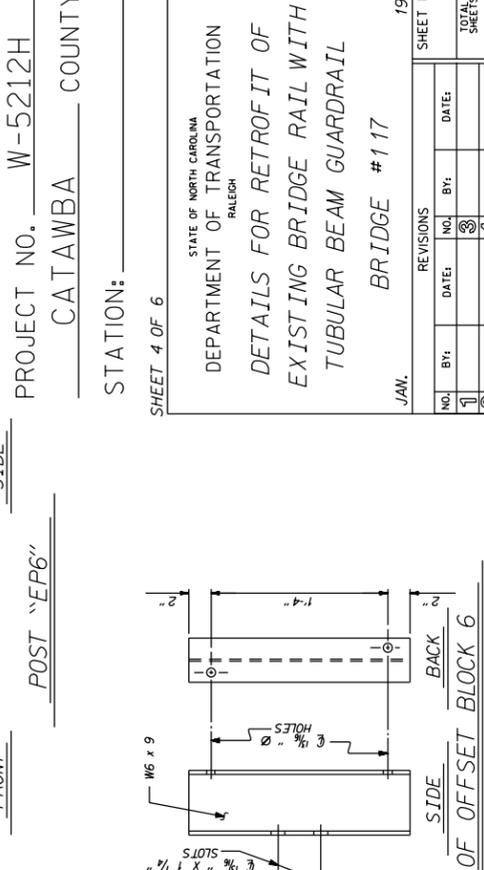
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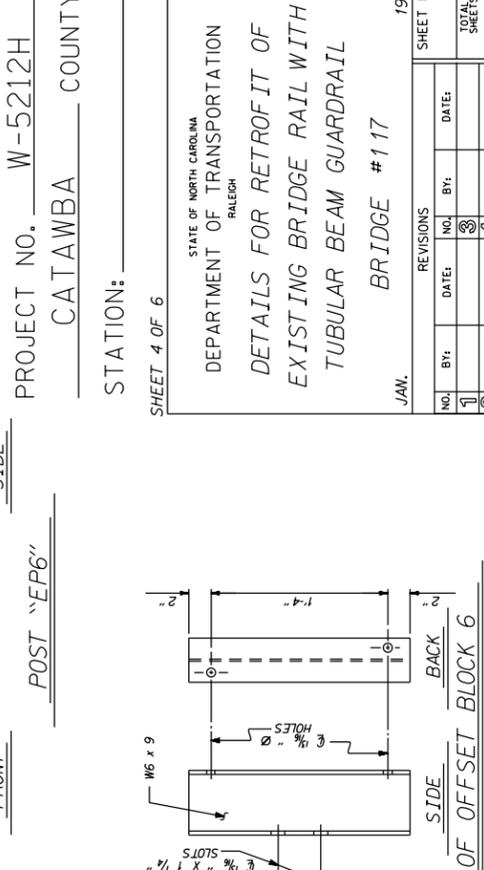
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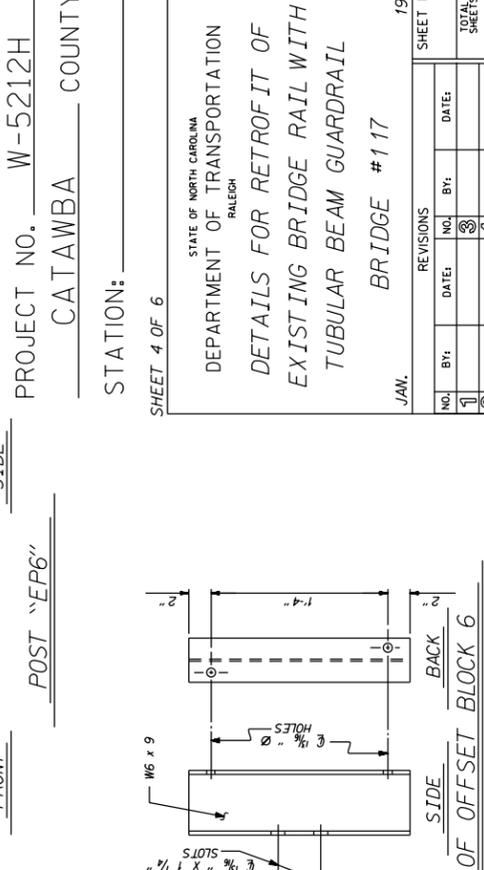
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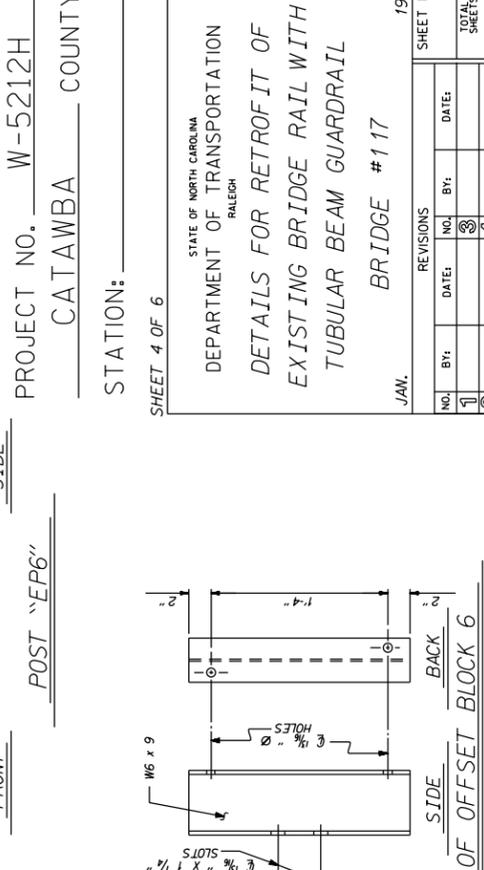
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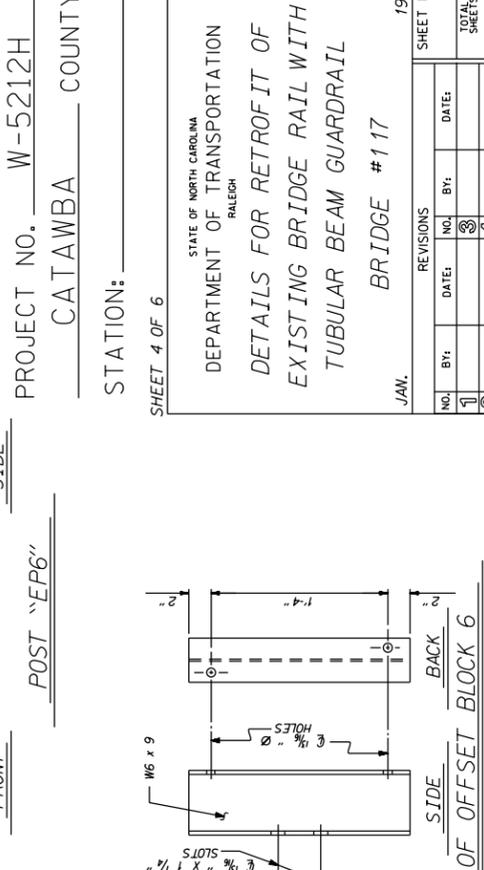
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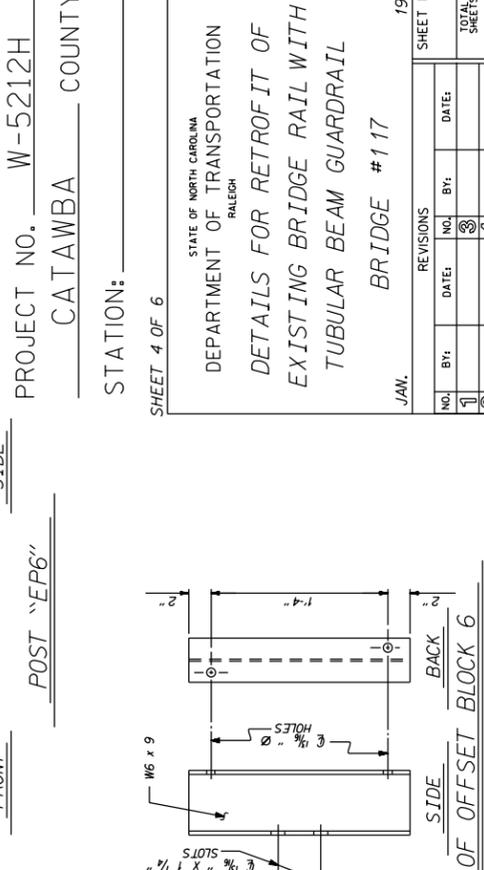
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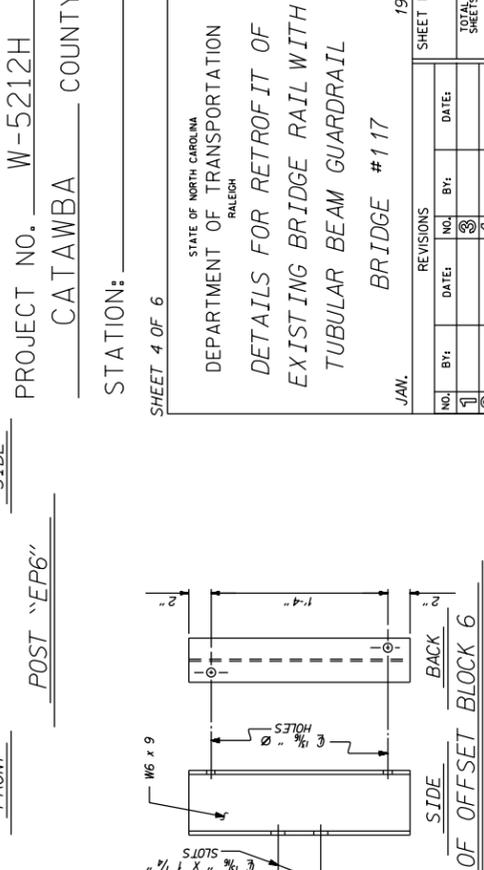
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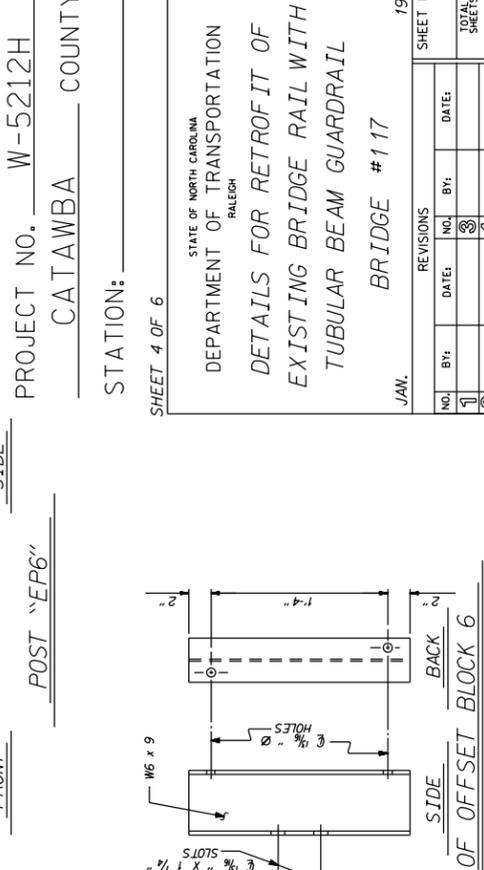
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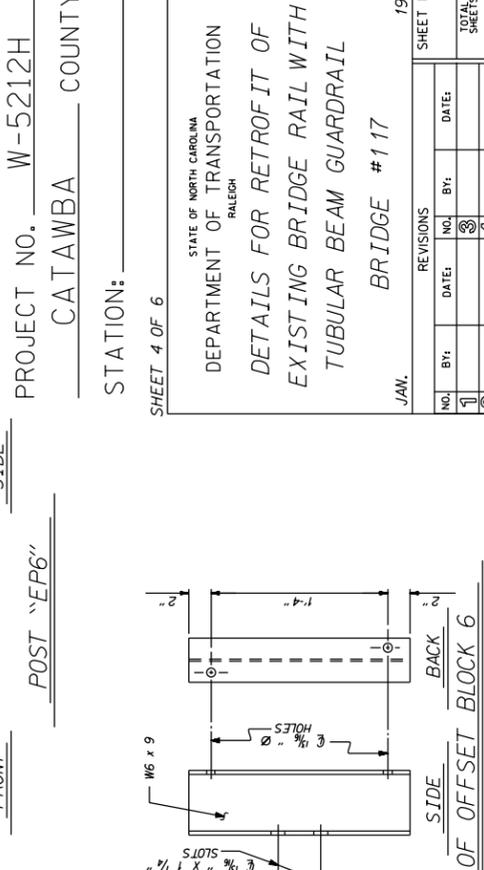
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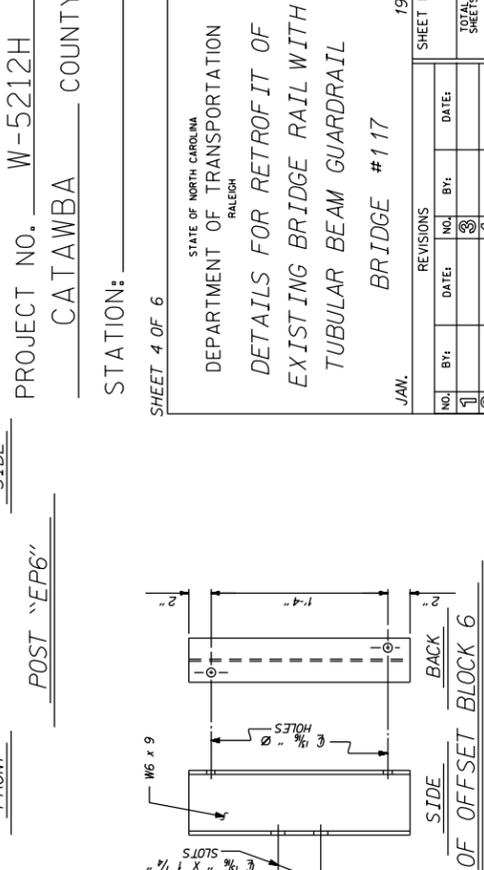
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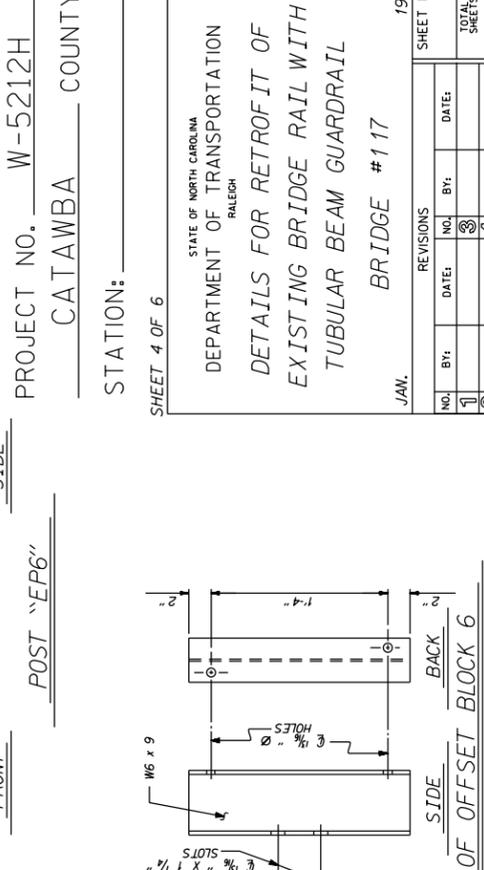
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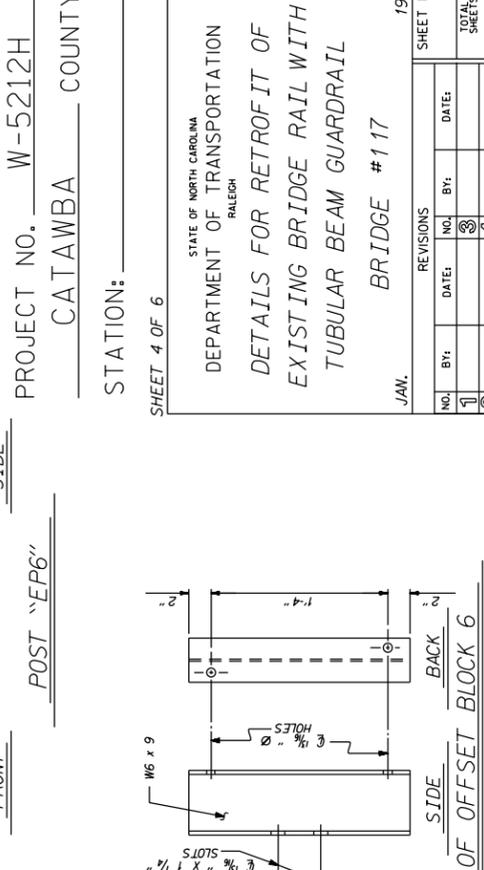
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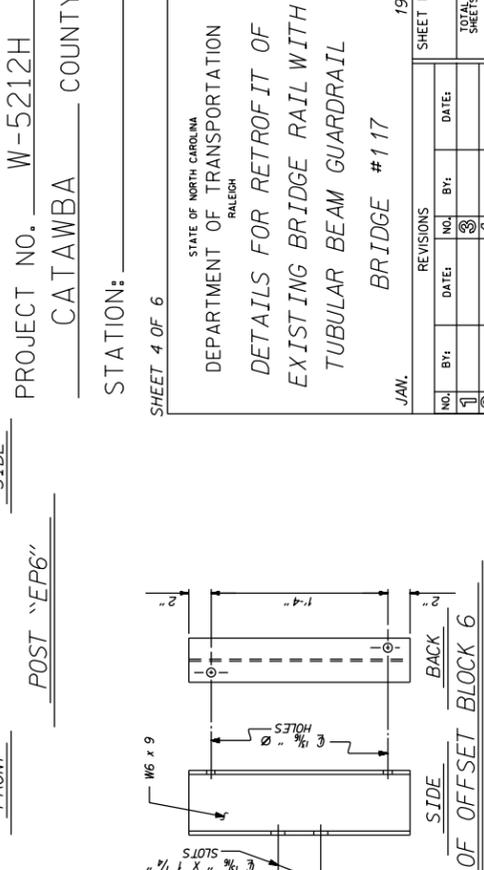
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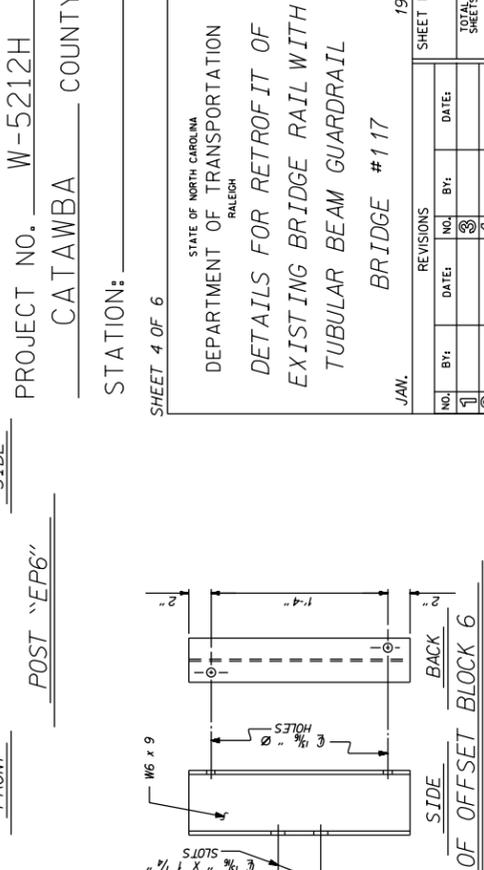
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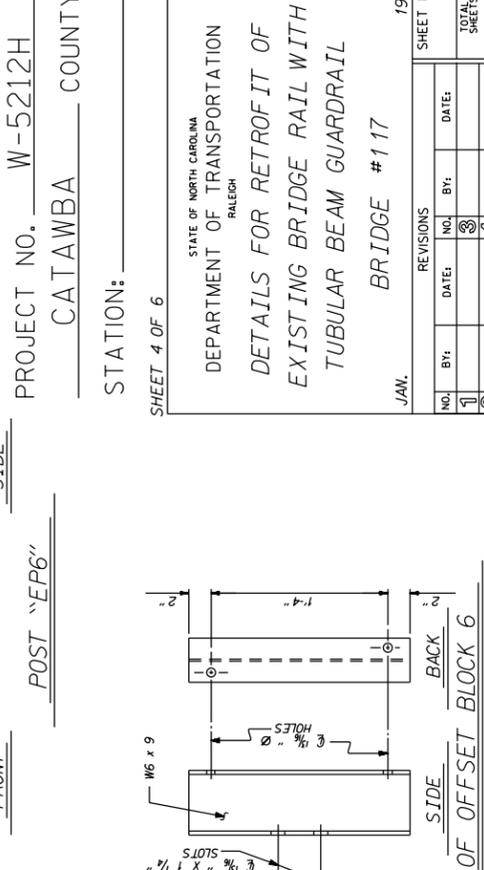
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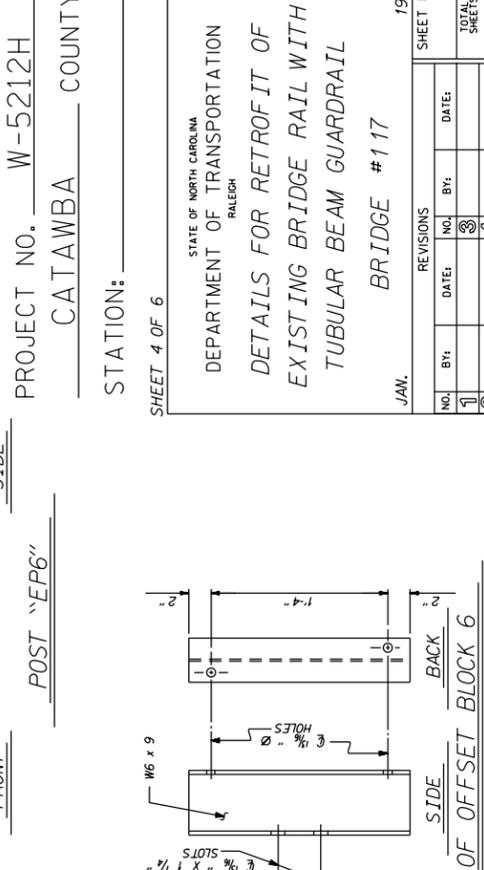
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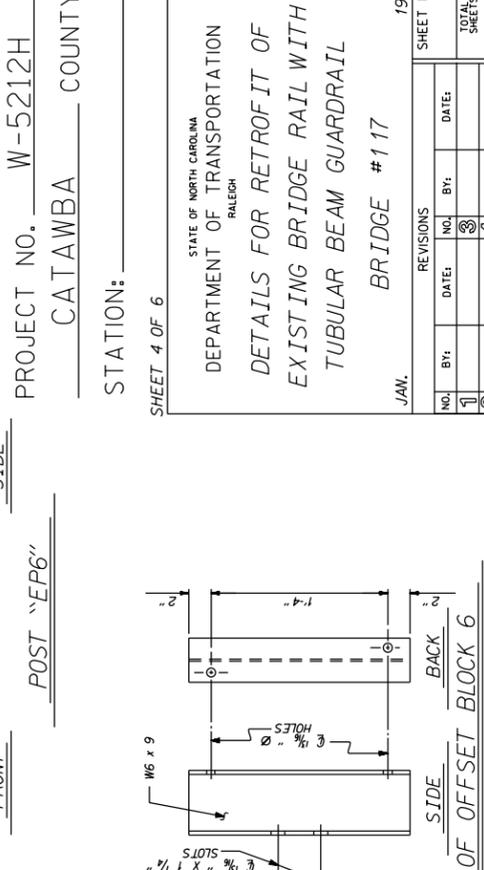
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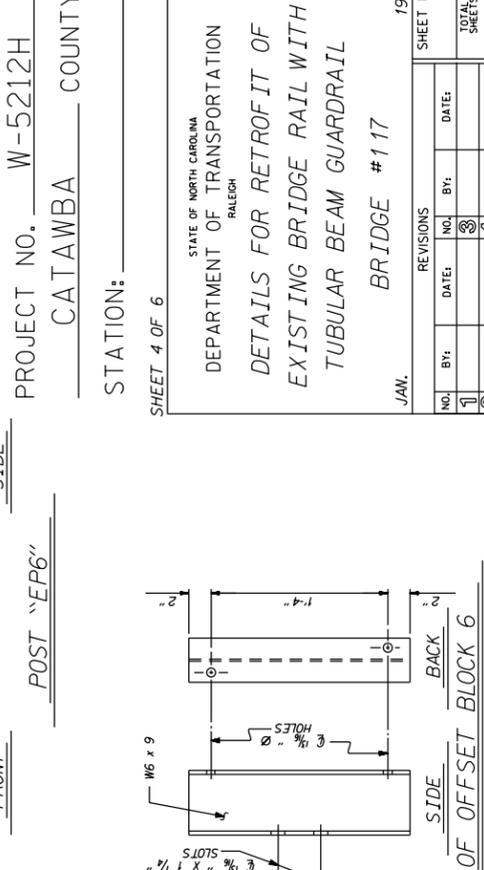
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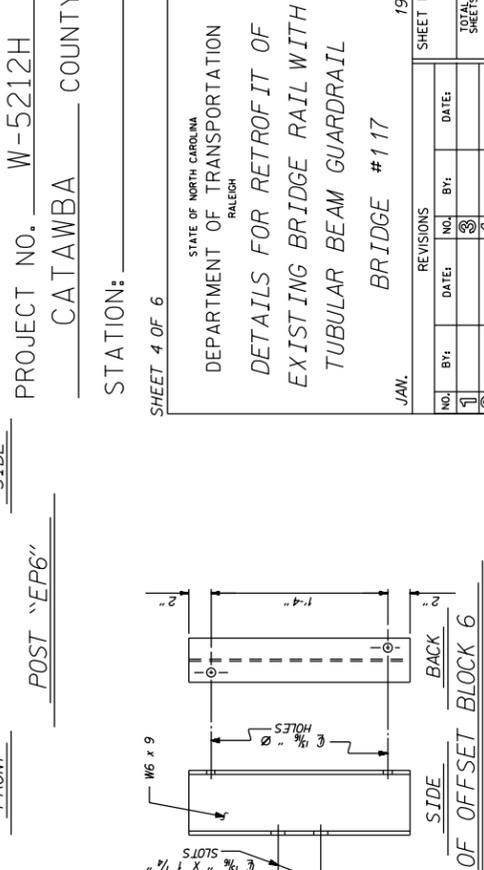
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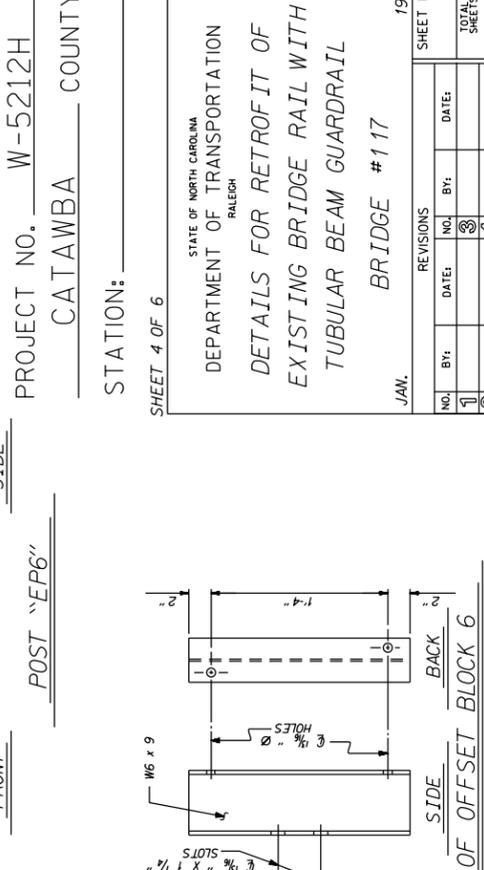
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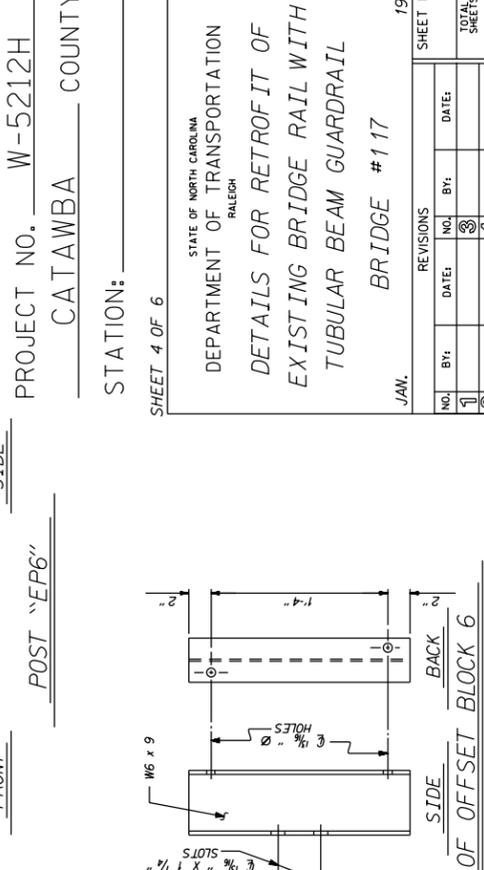
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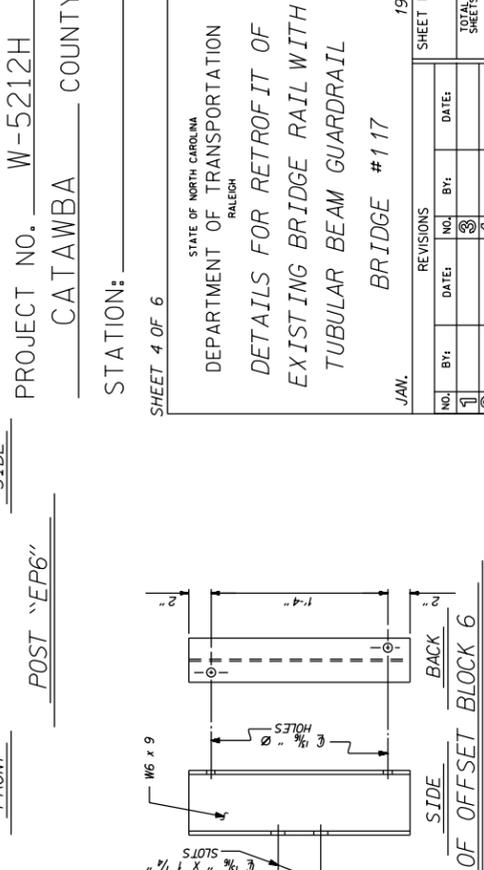
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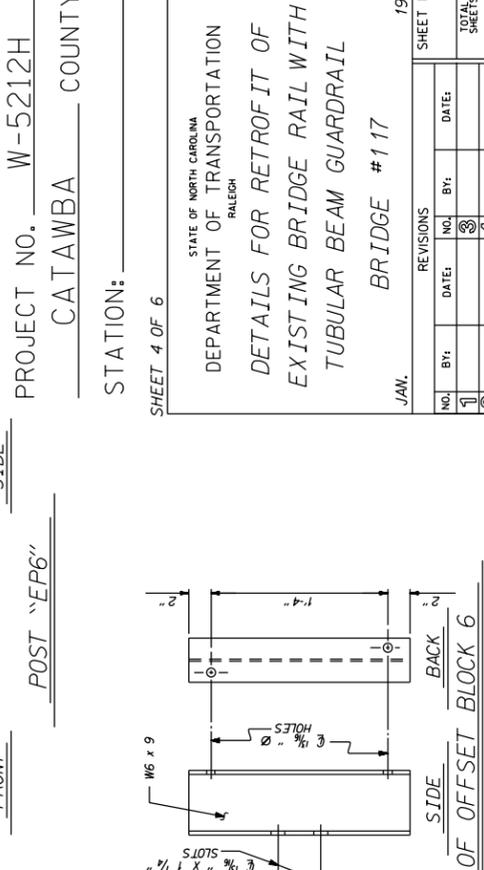
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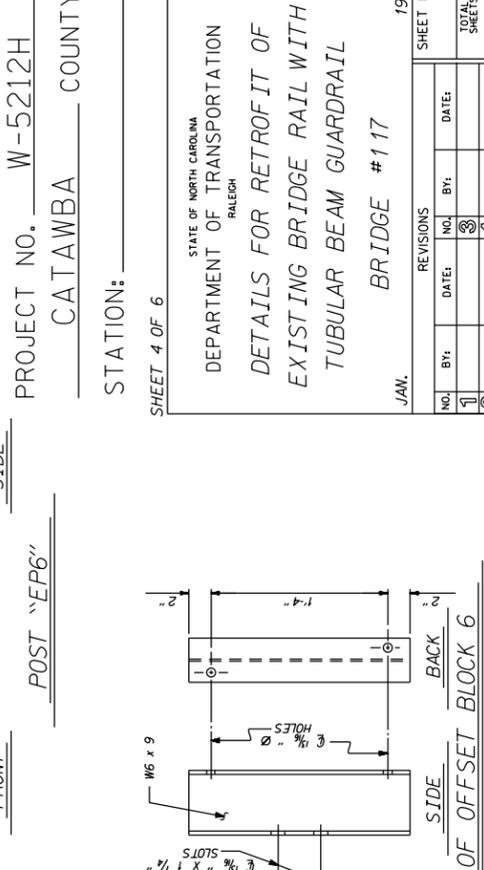
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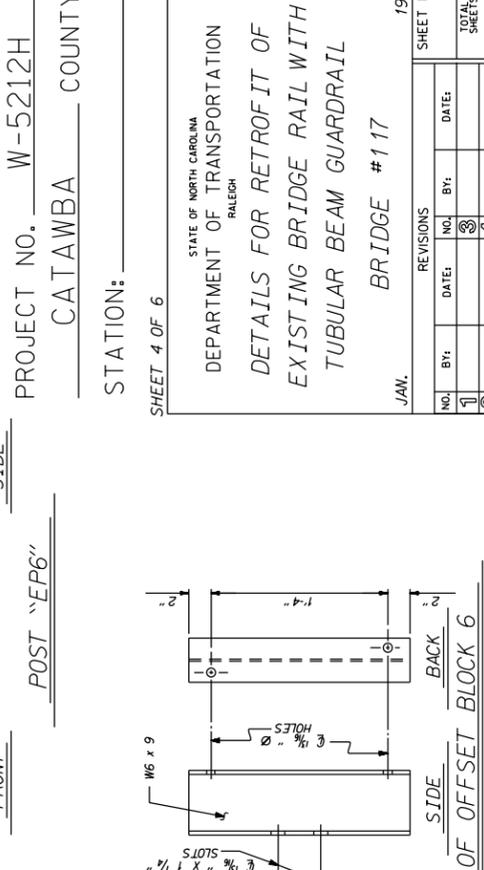
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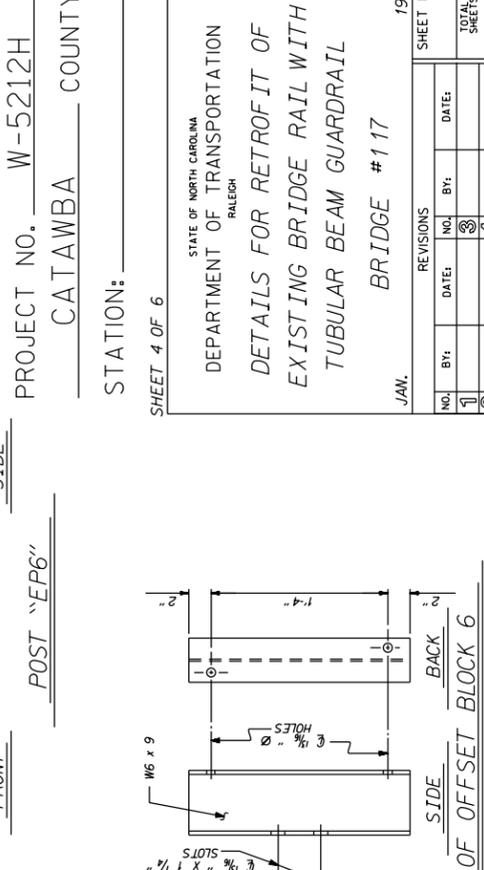
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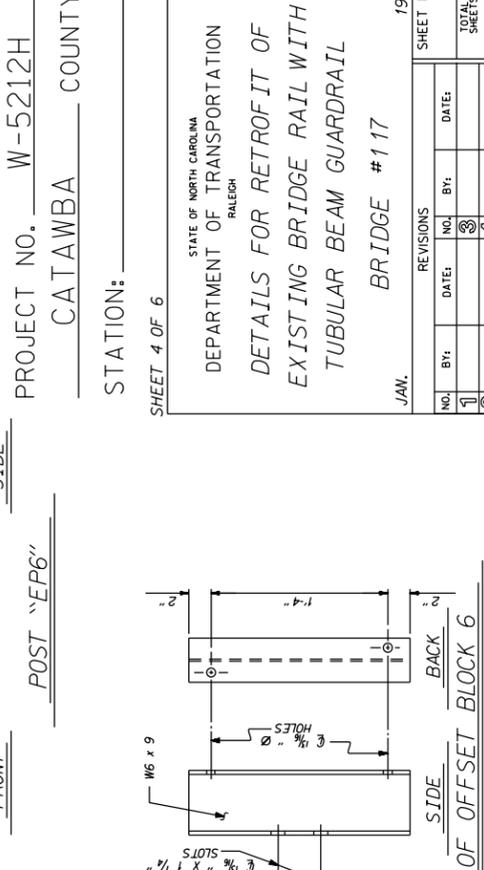
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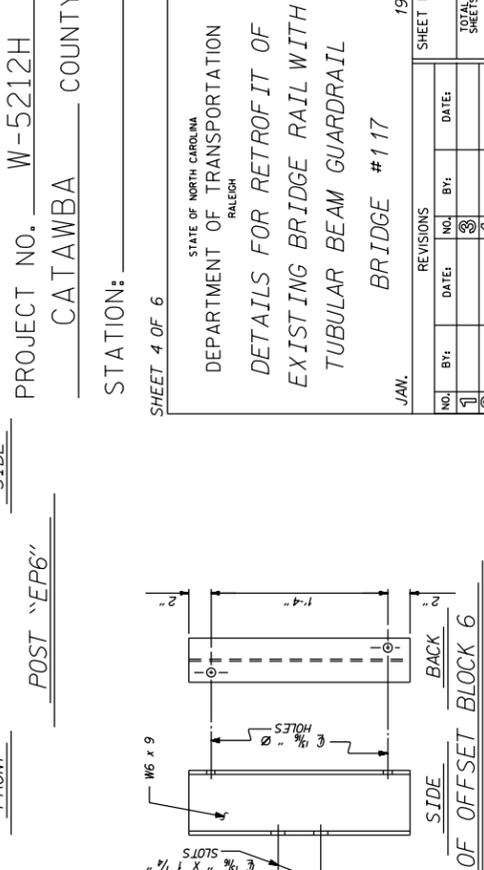
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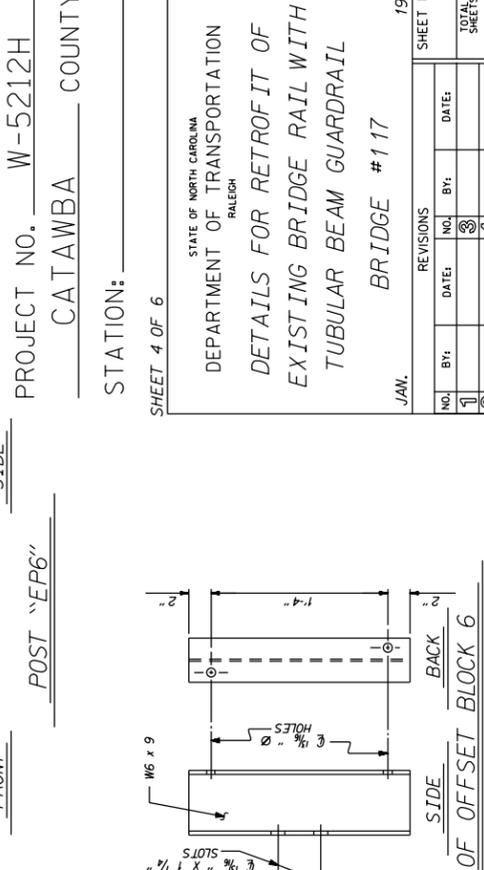
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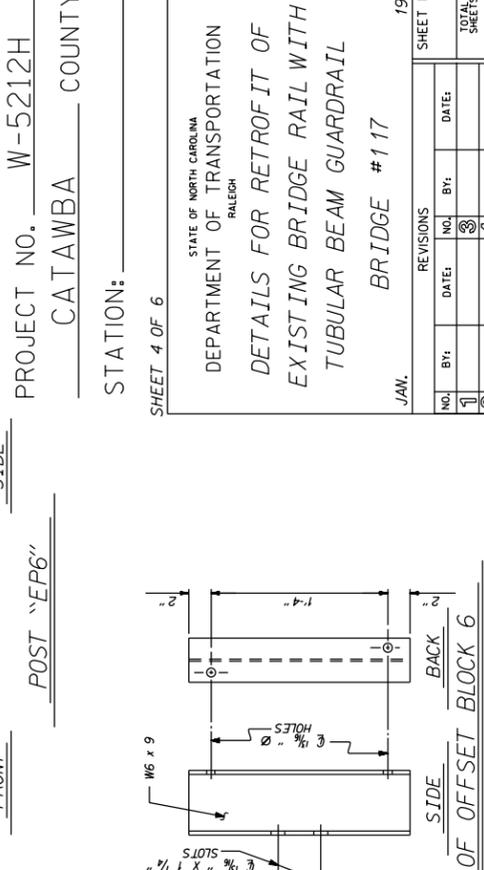
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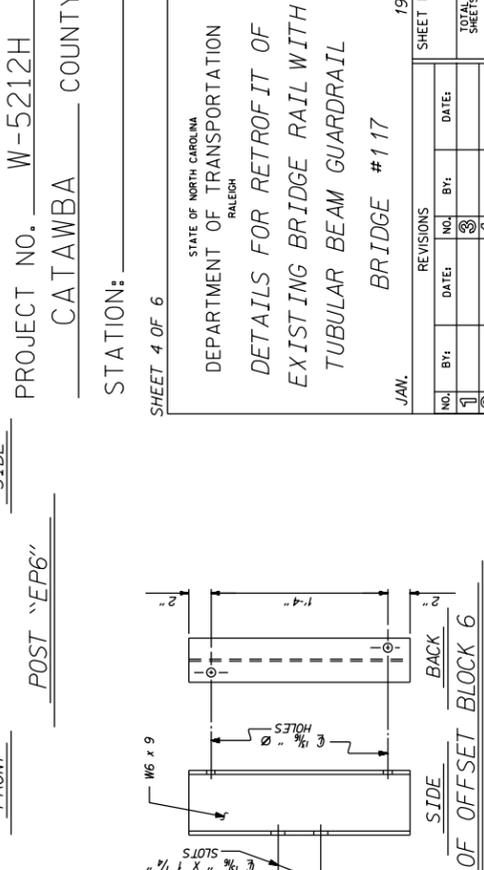
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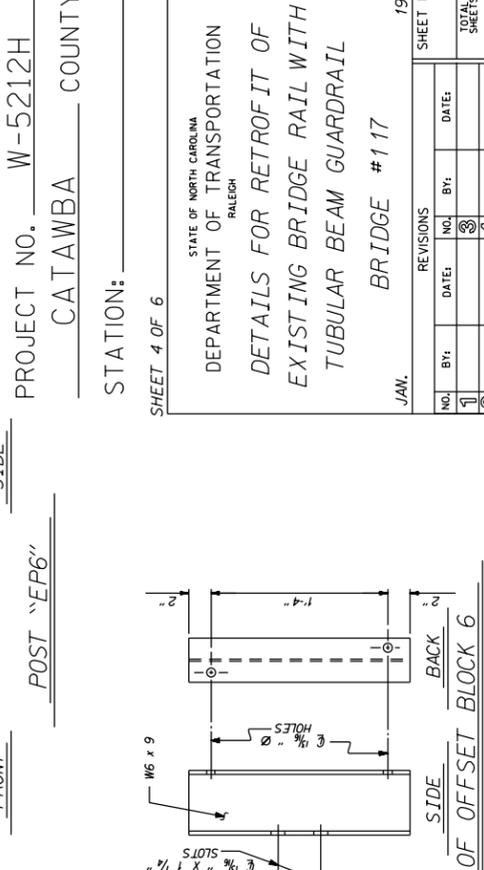
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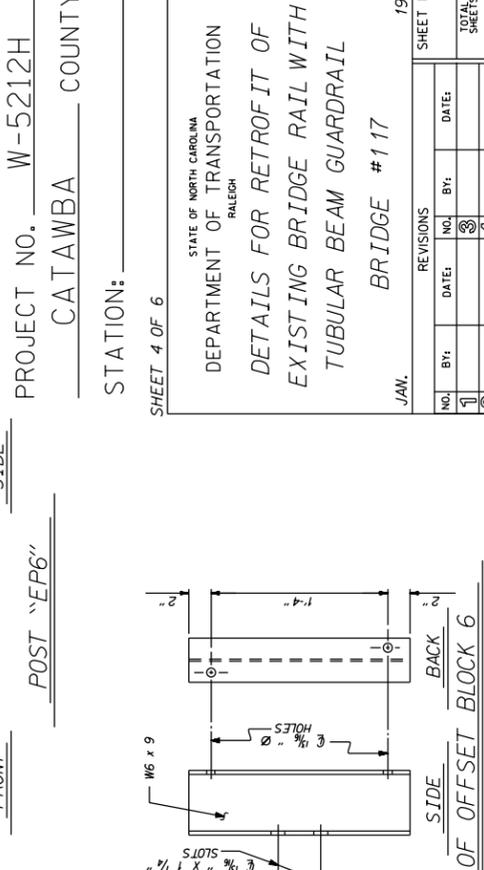
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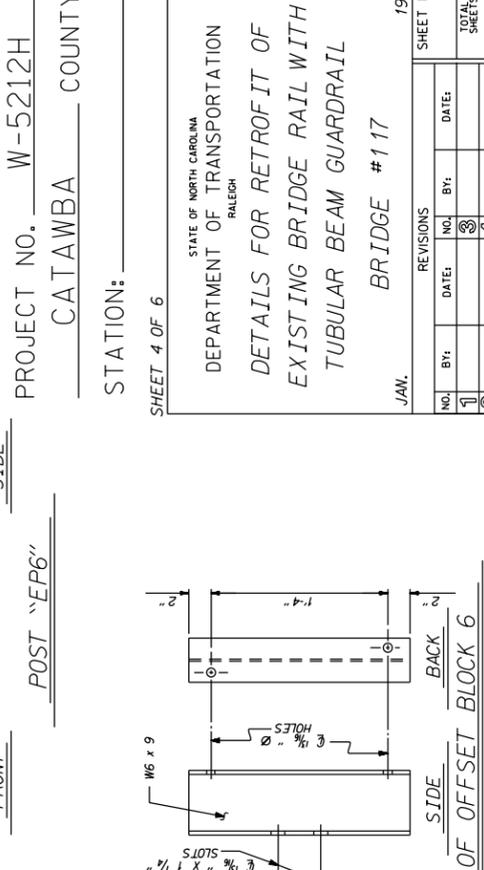
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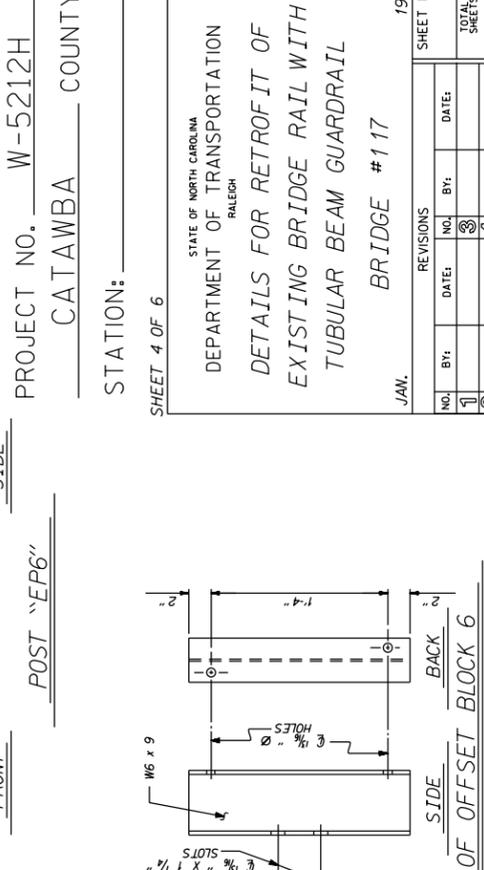
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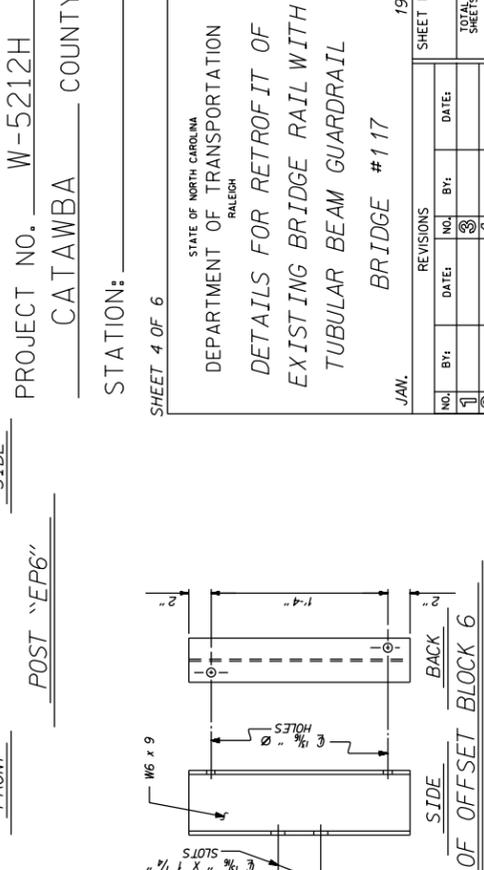
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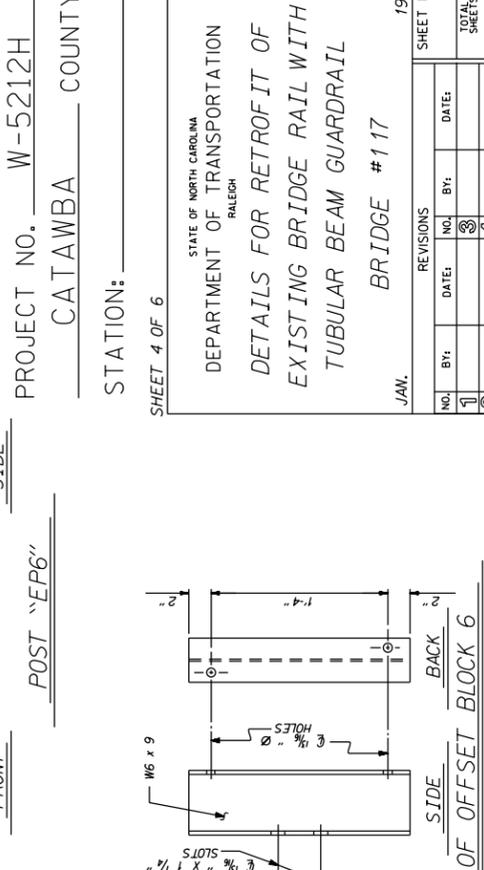
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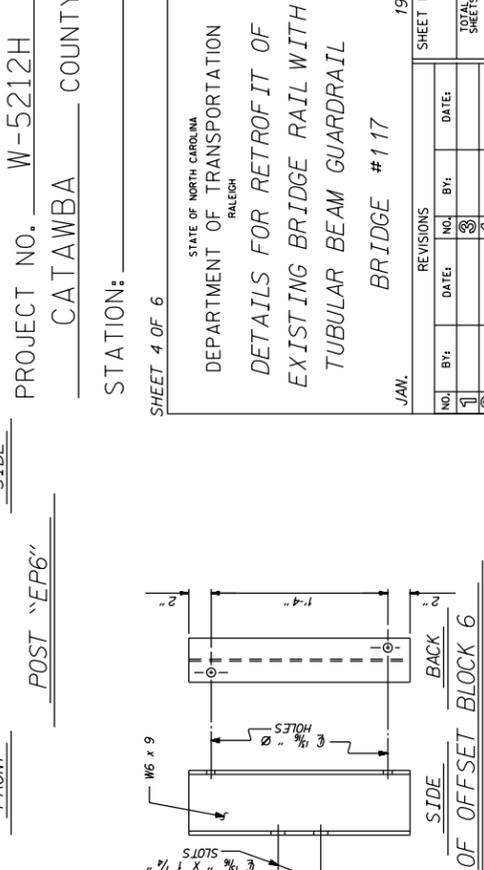
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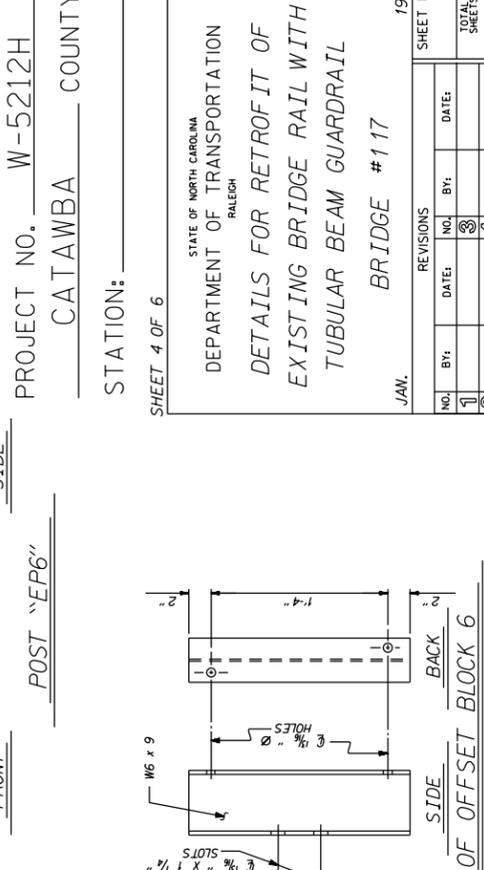
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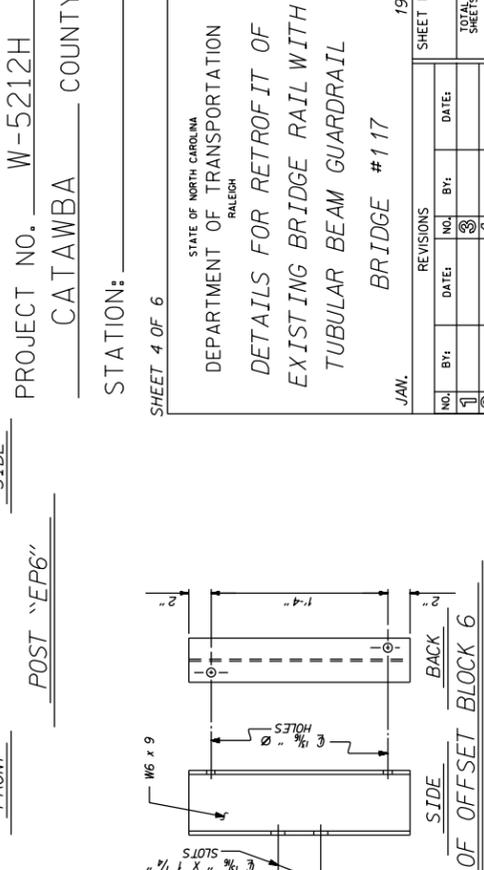
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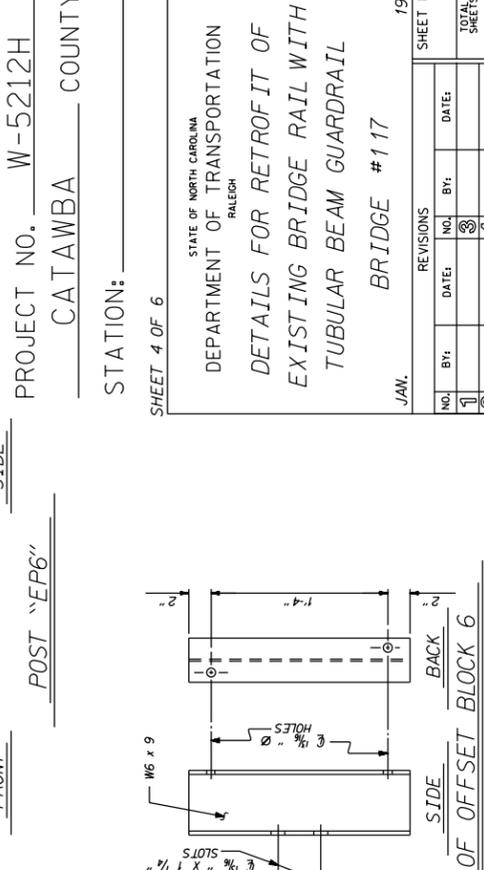
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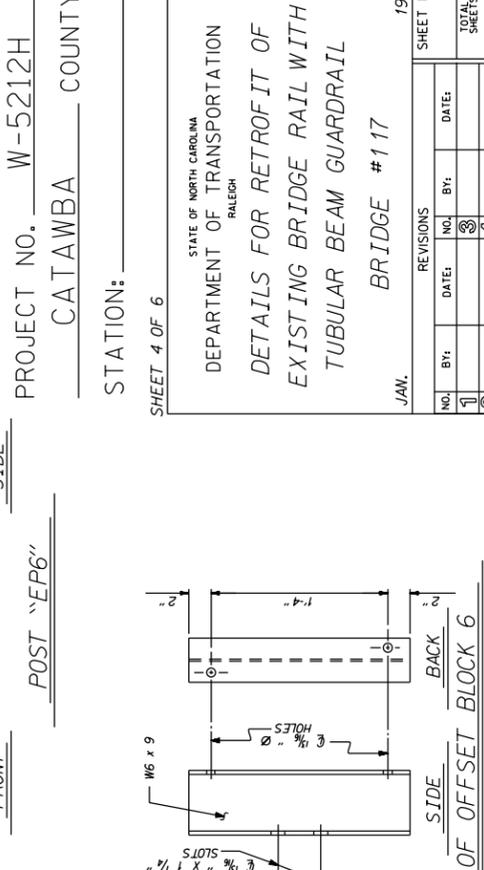
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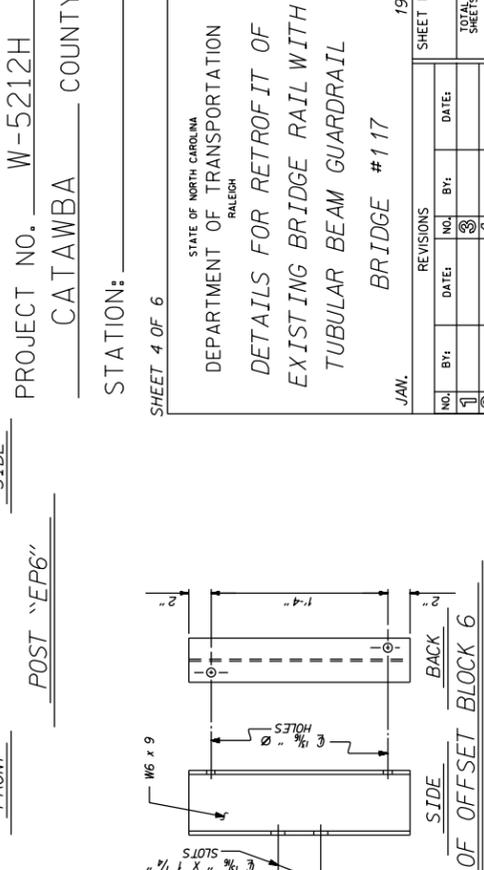
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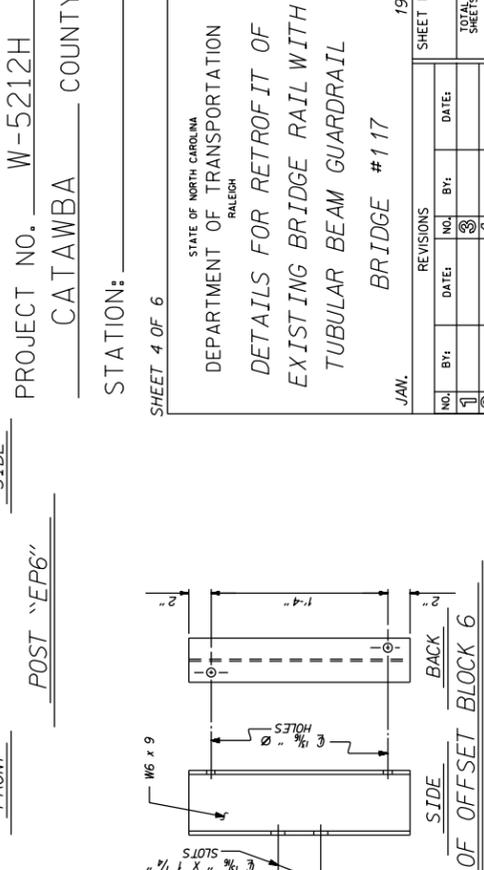
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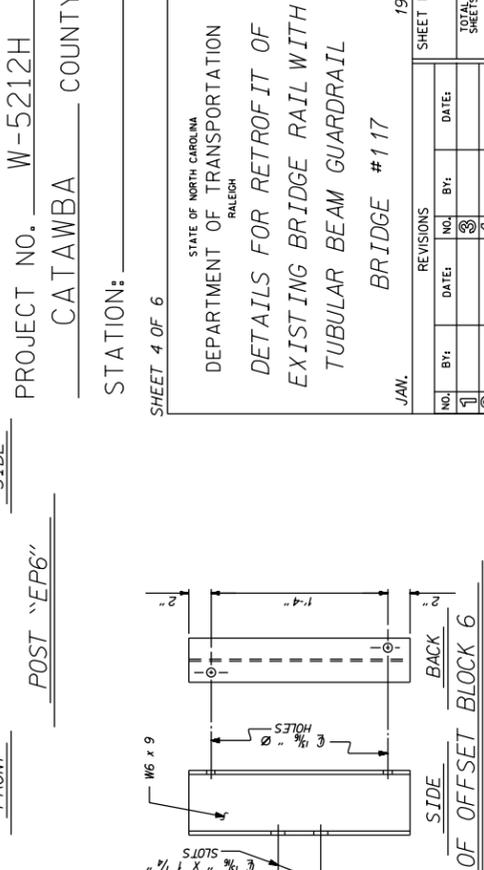
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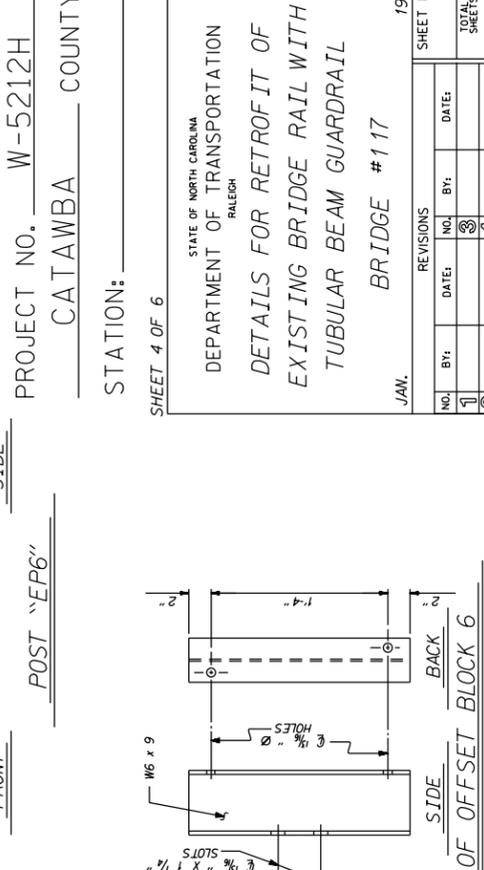
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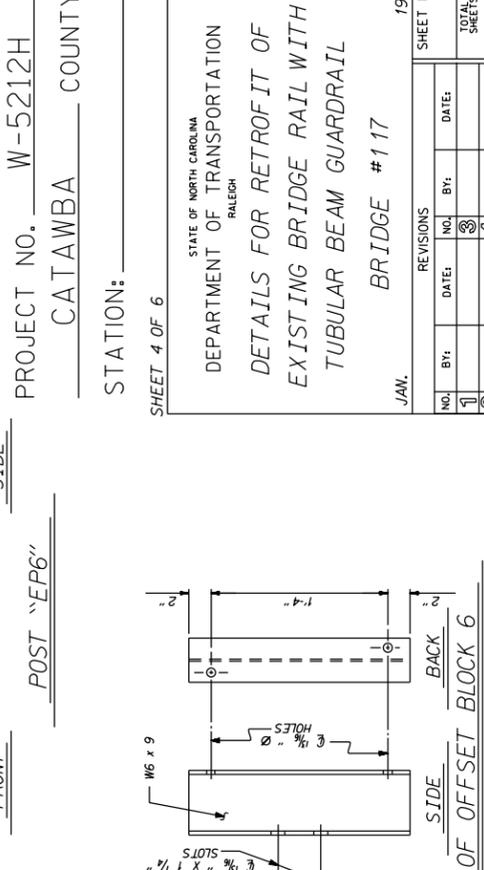
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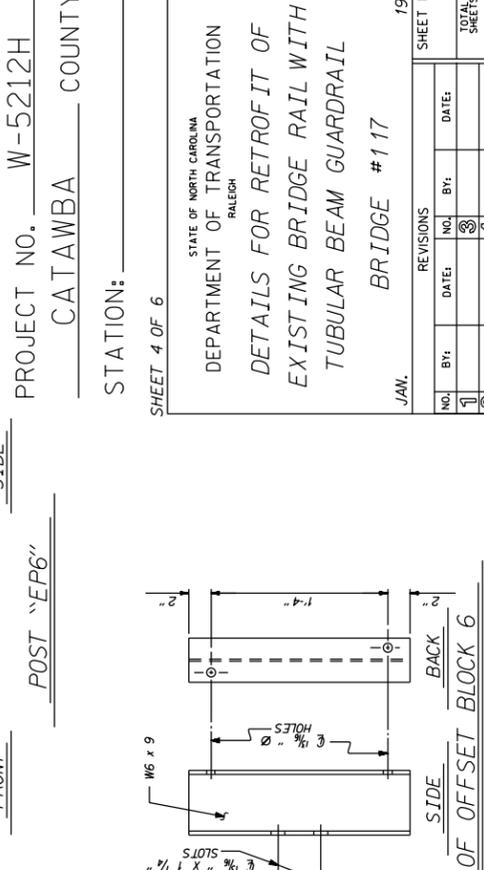
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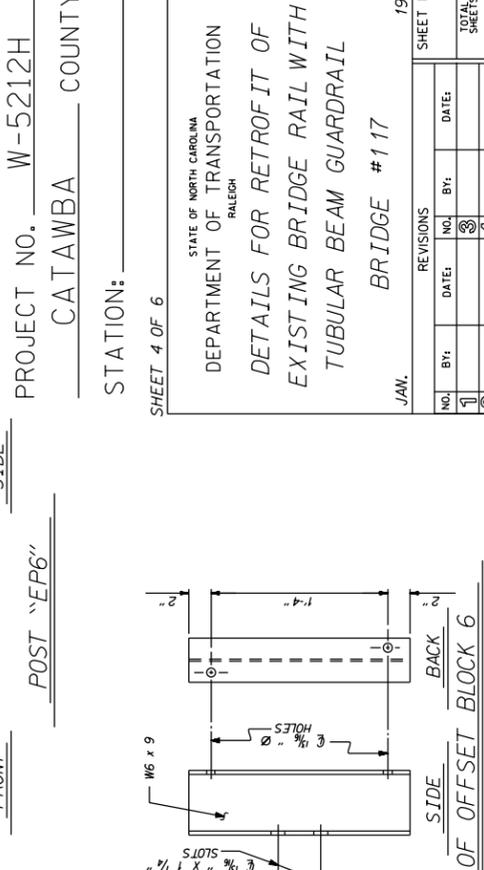
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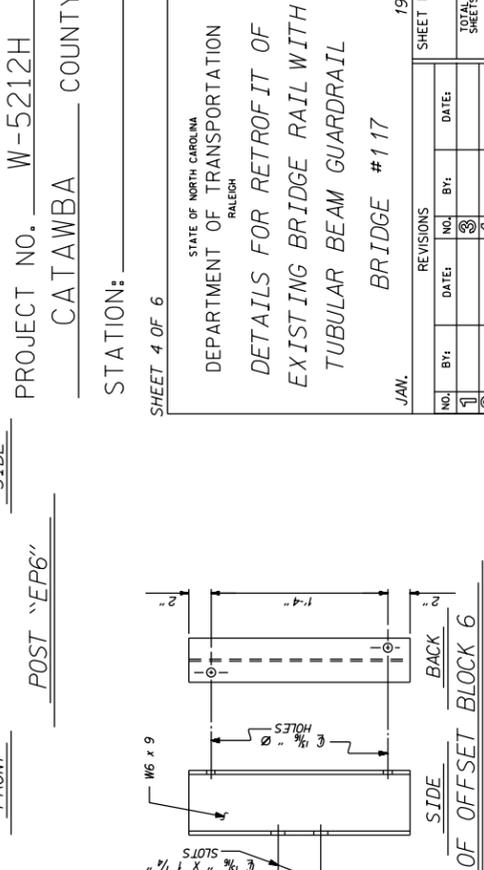
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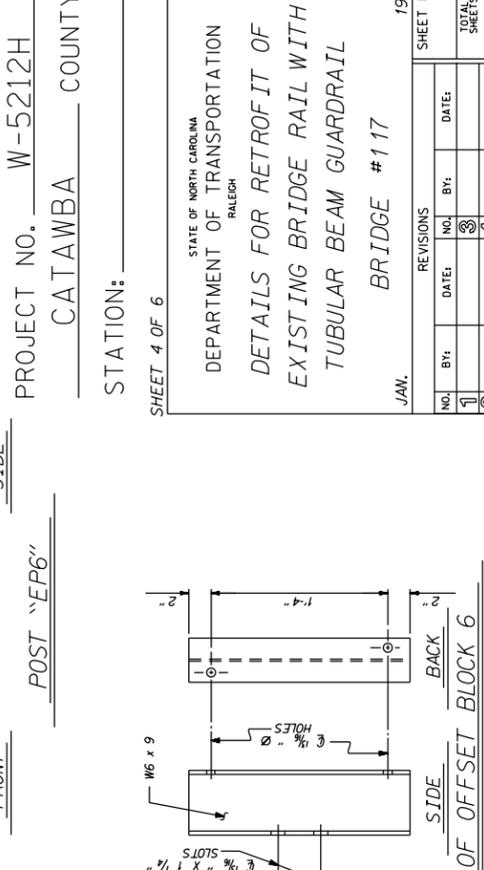
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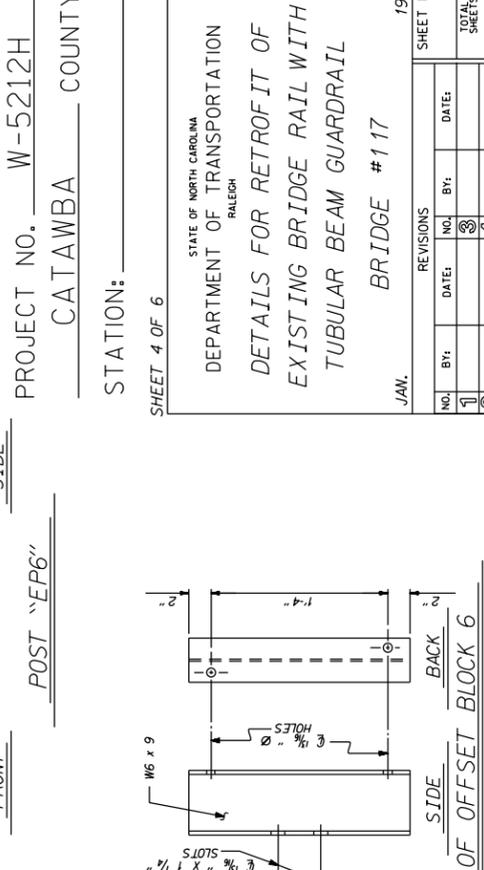
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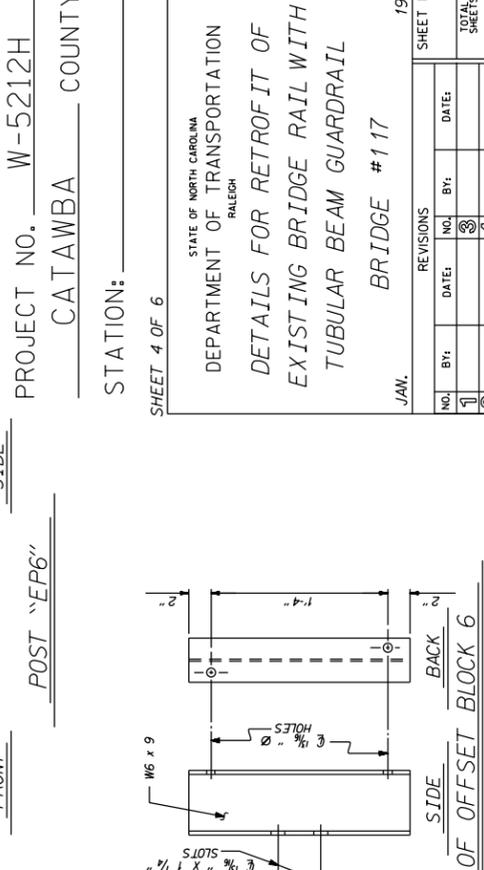
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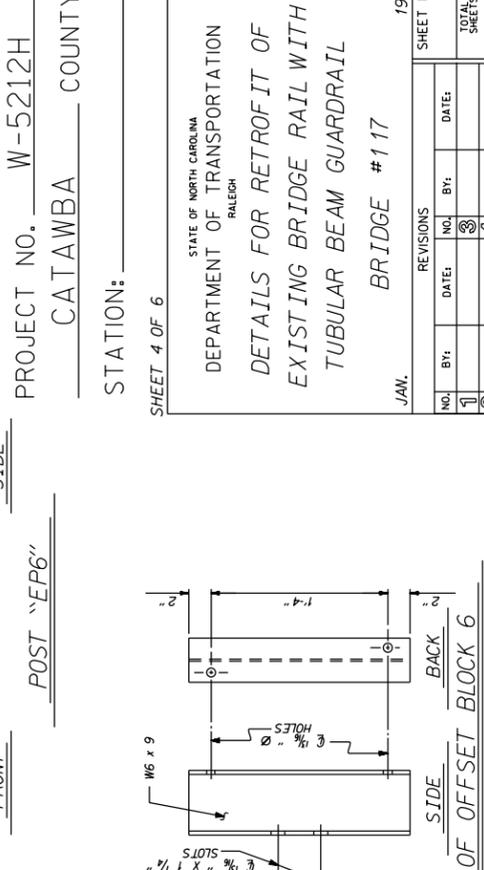
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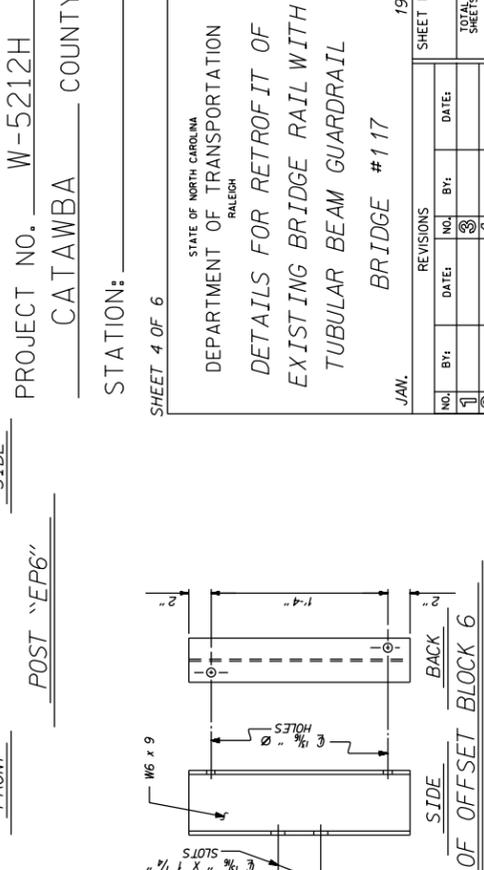
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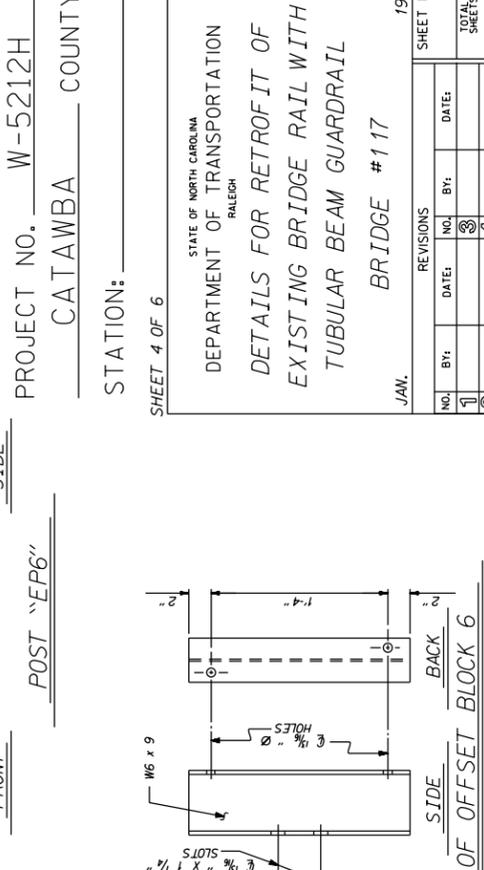
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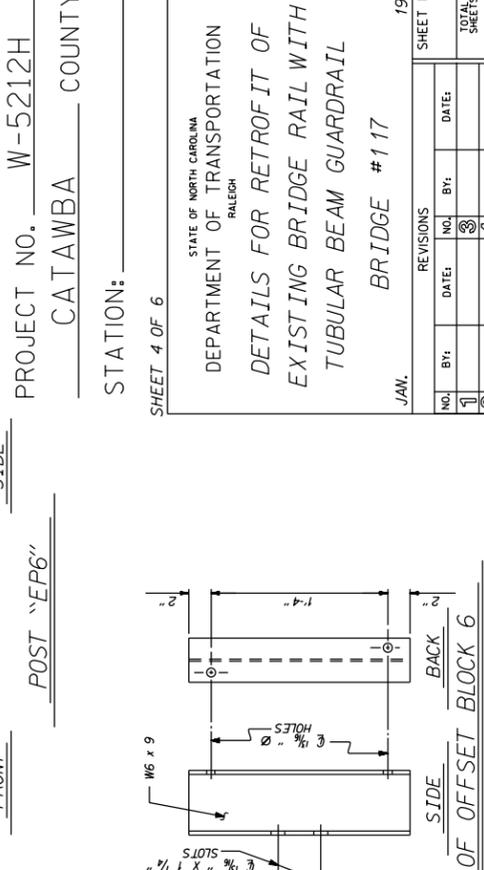
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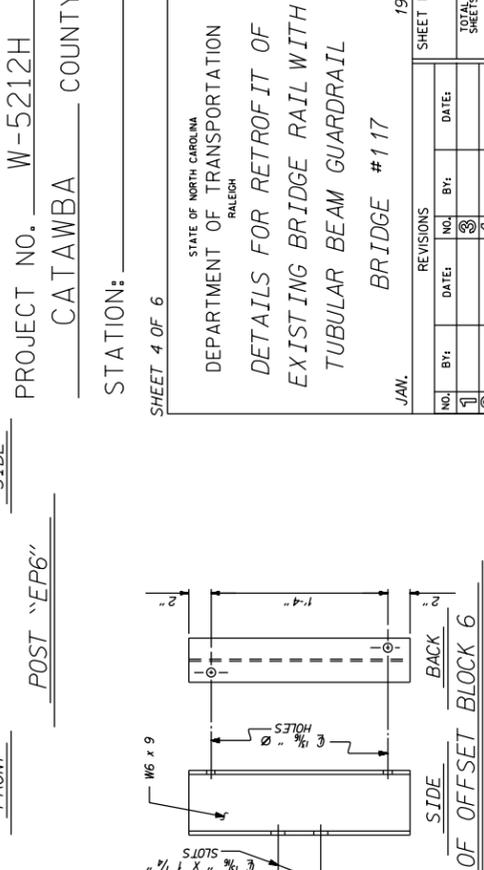
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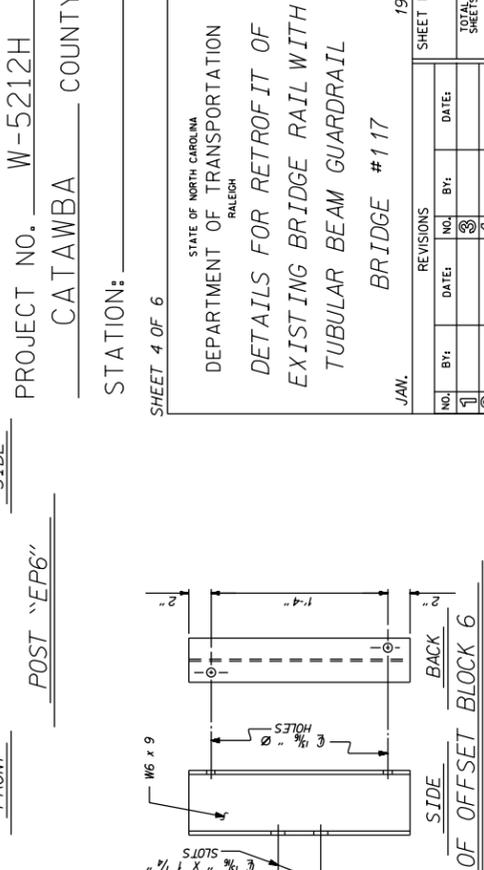
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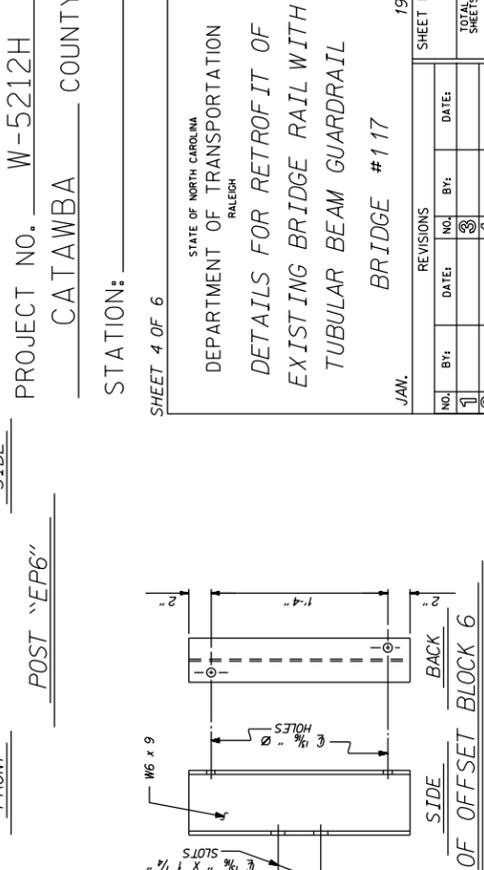
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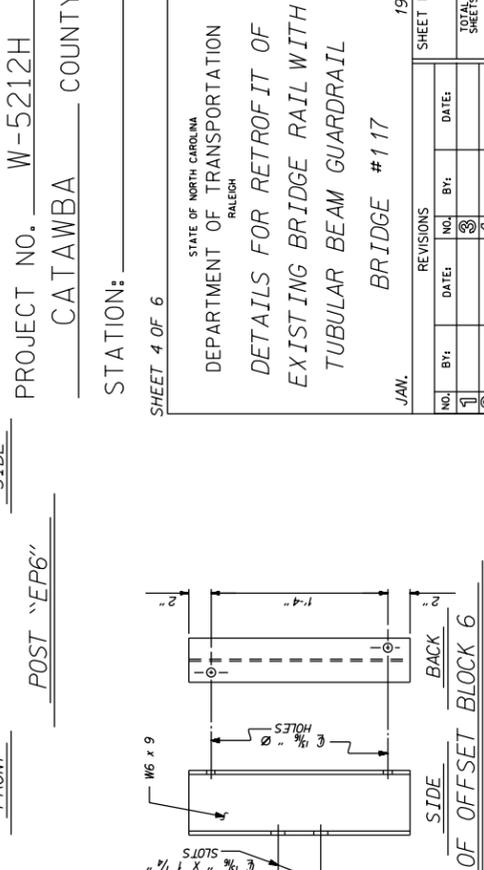
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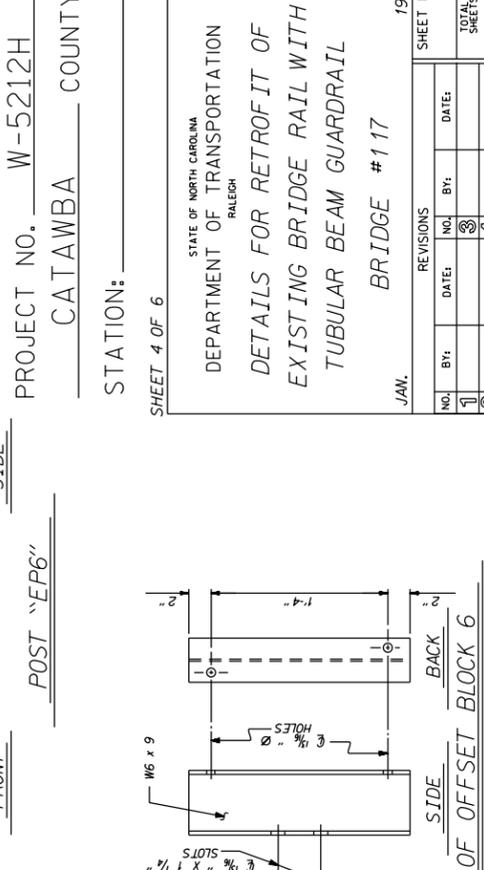
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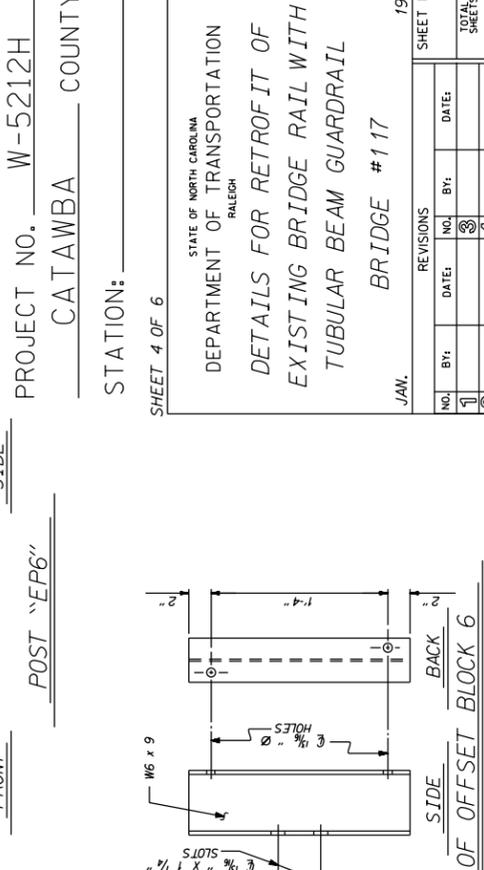
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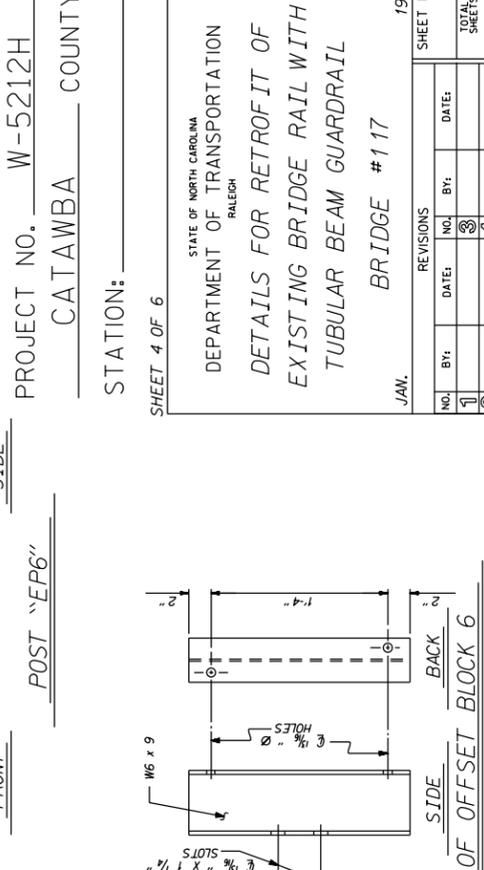
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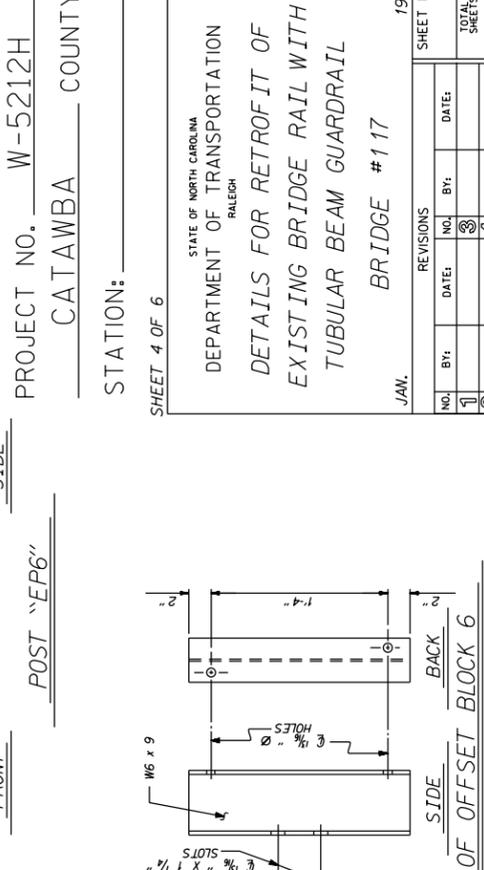
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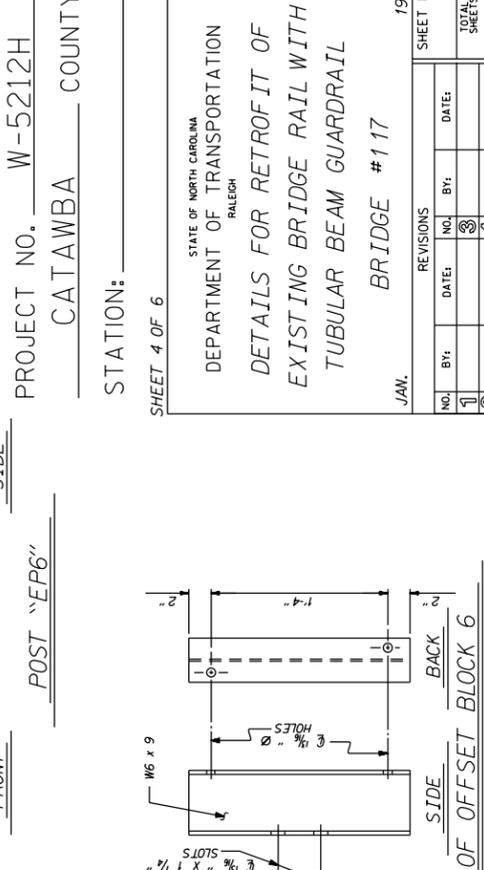
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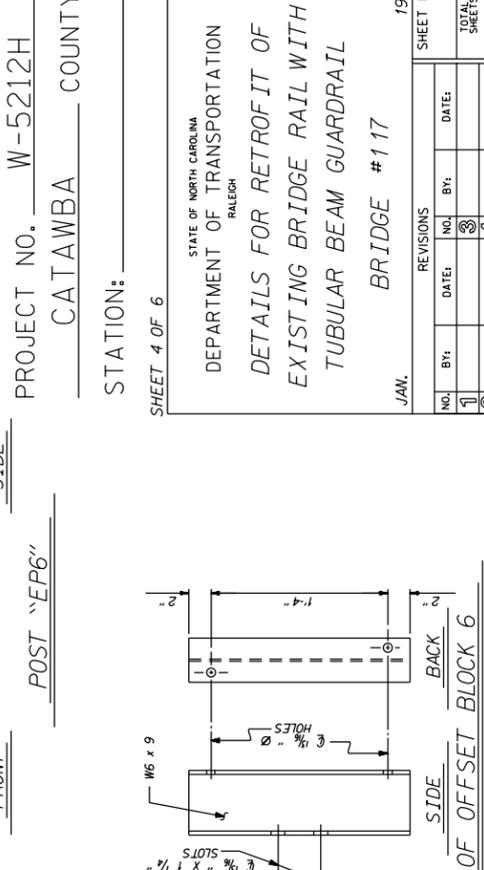
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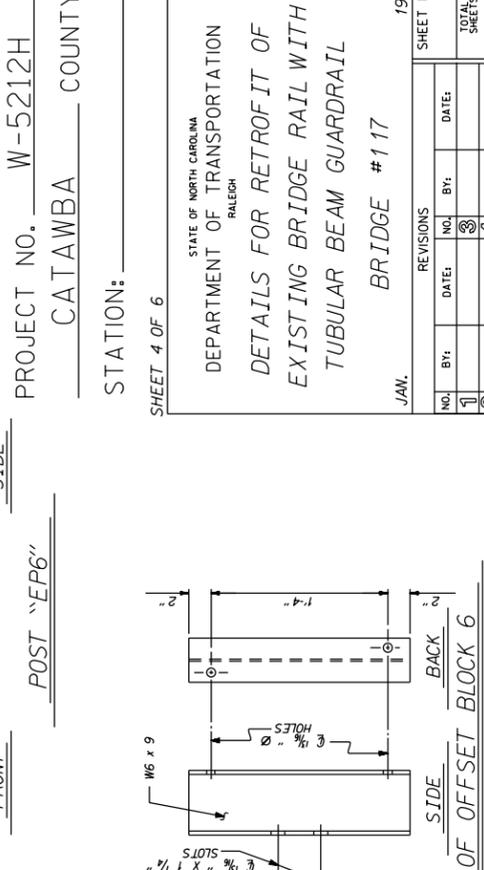
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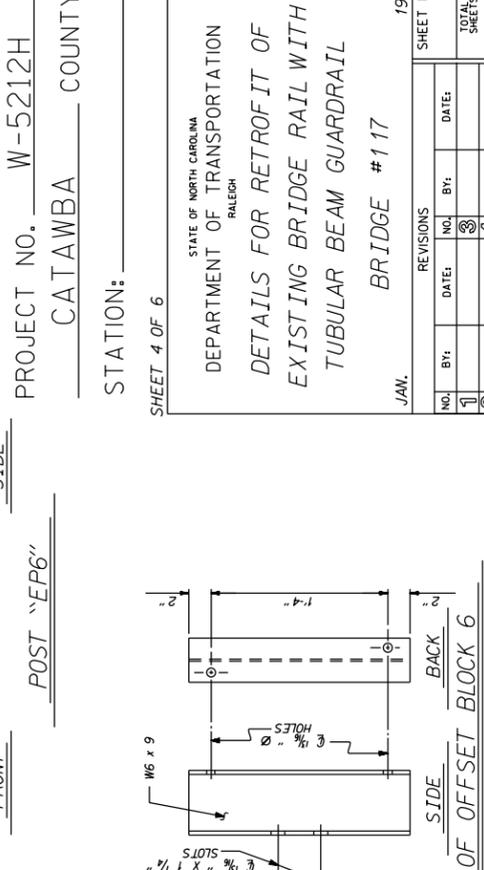
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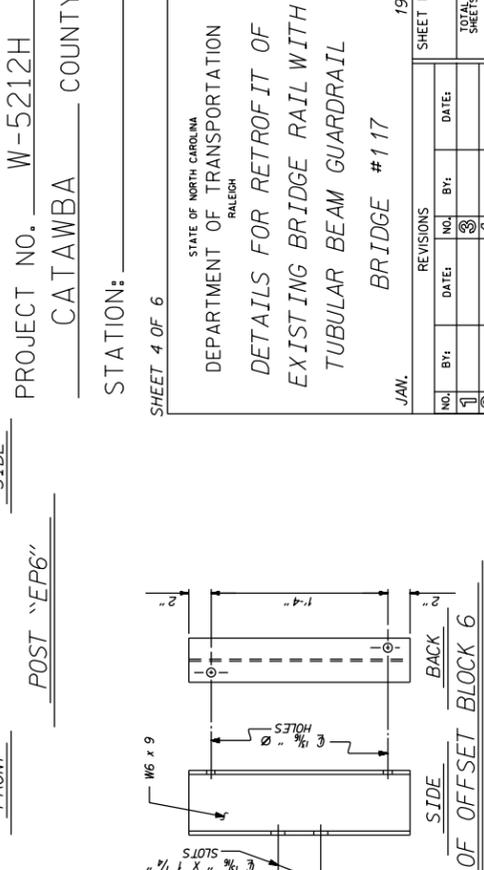
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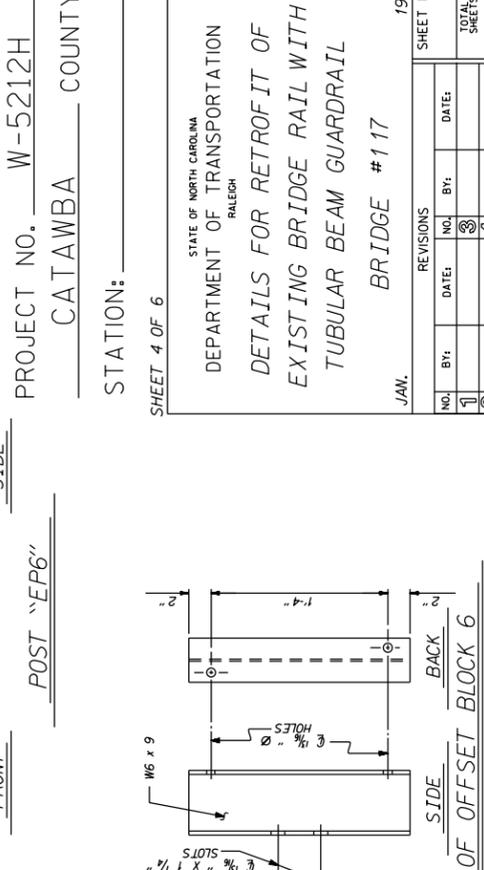
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DETAILS OF OFFSET BLOCK 6

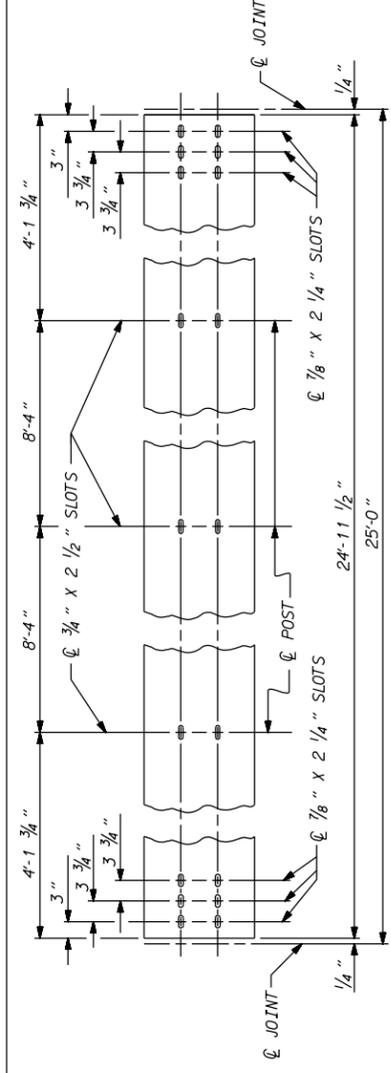


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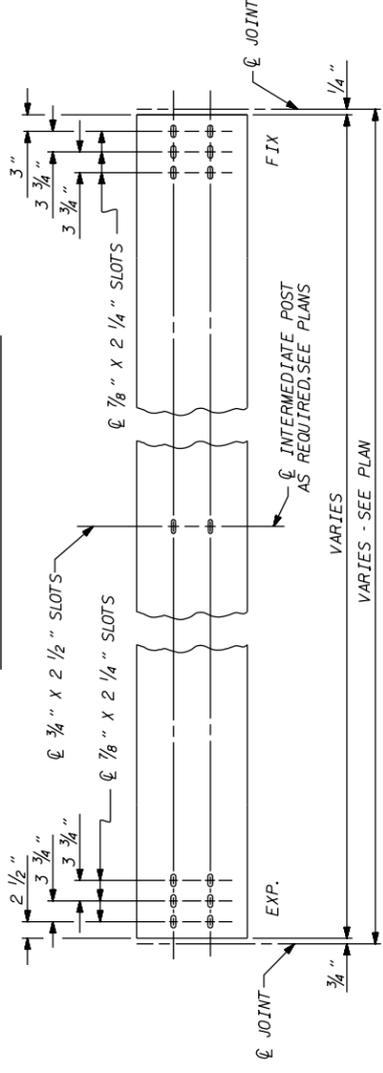


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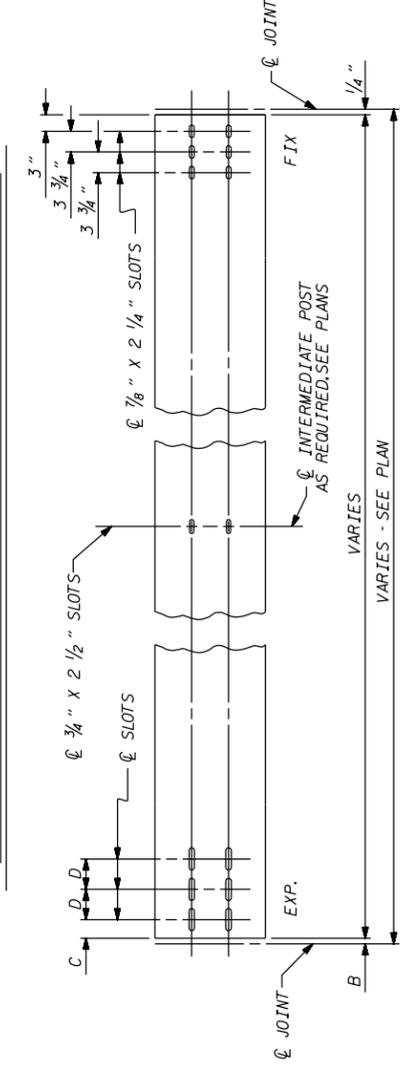
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 *****USER*****



ELEVATION TUBULAR BEAM
STANDARD RAIL

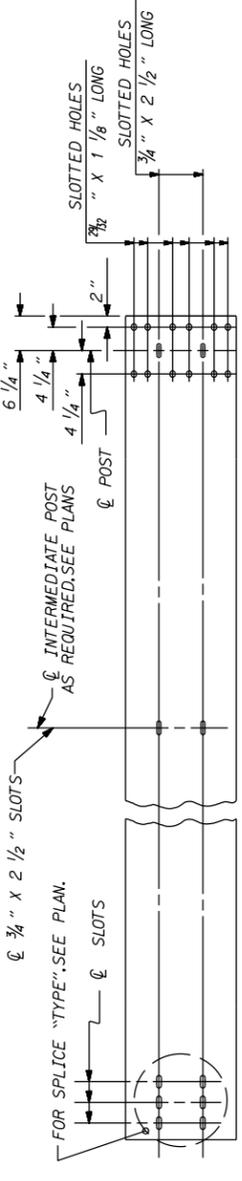


ELEVATION TUBULAR BEAM
EXPANSION RAIL FOR TYPE 1 SPLICE



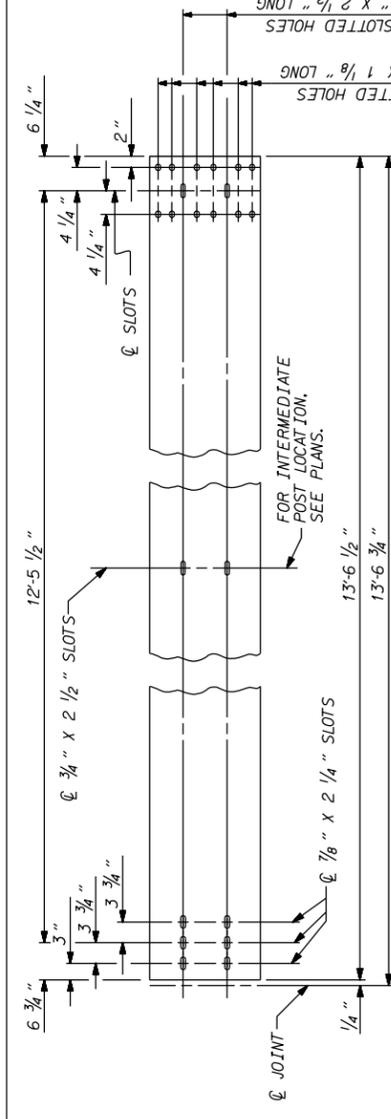
ELEVATION TUBULAR BEAM
EXPANSION RAIL FOR TYPE 2 THRU 5 SPLICE

NOTE: FOR DIM'S: "B", "C", "D", & "SLOT SIZE". SEE "TABLE 1", SHEET 4 OF 4.

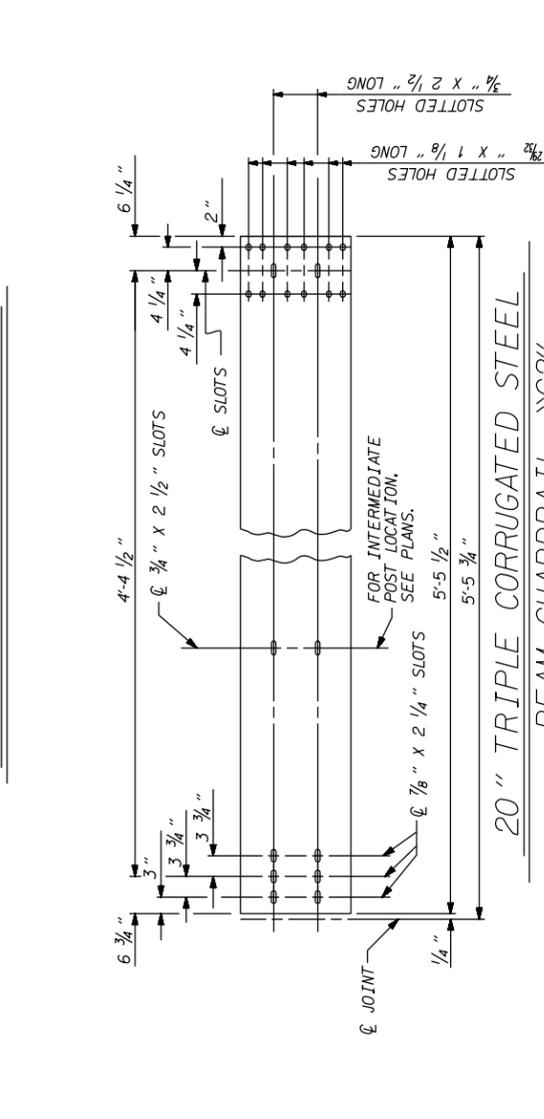


ELEVATION TUBULAR BEAM

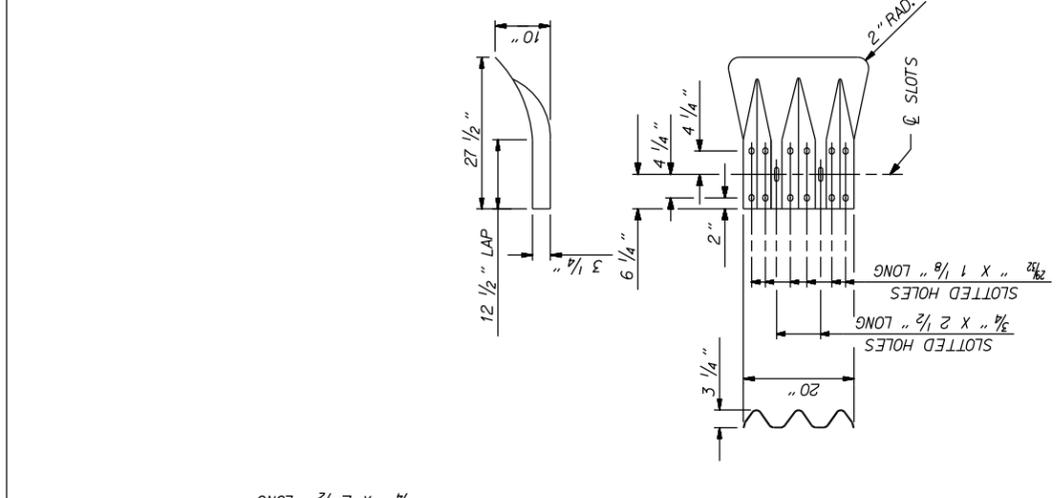
| | | |
|--------------------------|---------------|----------|
| ASSEMBLED BY: M.K. BEARD | DATE: 2/27/13 | SPECIAL |
| CHECKED BY: B.C. HUNT | DATE: 3/26/13 | STANDARD |
| DRAWN BY: M.M. RUFFIN | DATE: 5/88 | |
| CHECKED BY: | DATE: | |



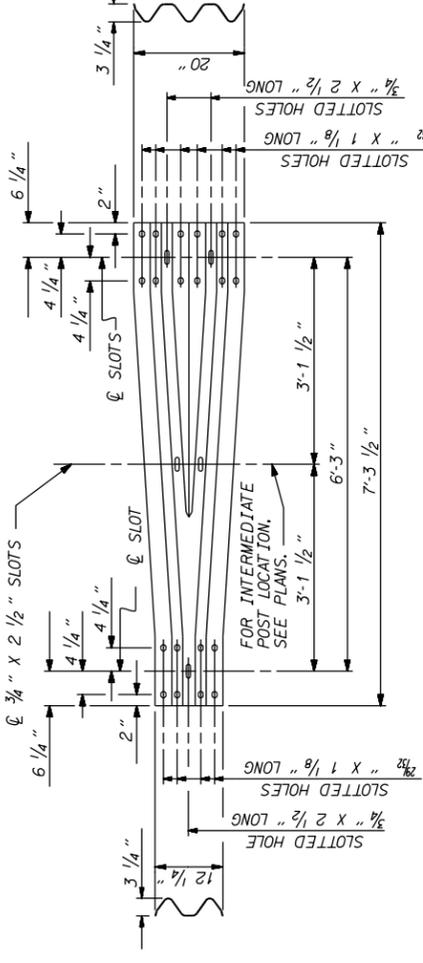
20" TRIPLE CORRUGATED STEEL
BEAM GUARDRAIL - "C1"



20" TRIPLE CORRUGATED STEEL
BEAM GUARDRAIL - "C2"



TRIPLE CORRUGATED GUARDRAIL
TERMINAL SECTION



W-T-R GUARDRAIL TRANSITIONAL SECTION

PROJECT NO. W-5212H
 CATAWBA COUNTY
 STATION: _____

SHEET 5 OF 6

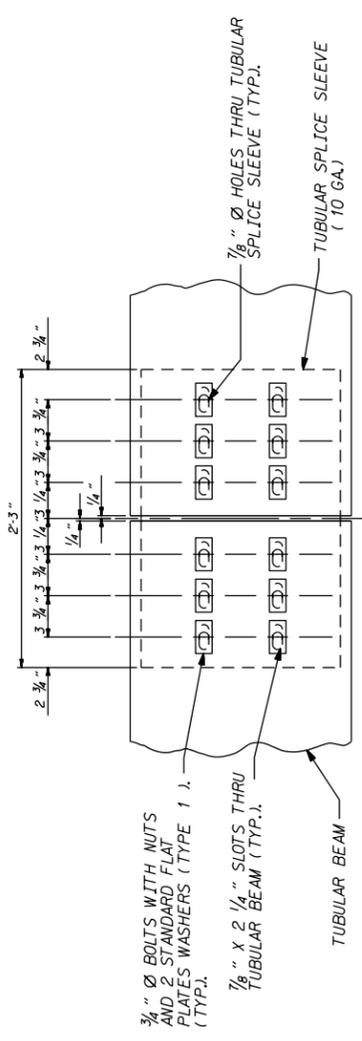
| | | | |
|--|-----------|--------------|------|
| STATE OF NORTH CAROLINA | | 1988 | |
| DEPARTMENT OF TRANSPORTATION | | SHEET NO. | |
| RALEIGH | | TOTAL SHEETS | |
| DETAILS FOR RETROFIT OF EXISTING BRIDGE RAIL WITH TUBULAR BEAM GUARDRAIL | | | |
| BRIDGE #117 | | | |
| MAY | REVISIONS | NO. | DATE |
| | NO. | BY: | DATE |
| 1 | 3 | | |
| 2 | 4 | | |

GAR2.RRF

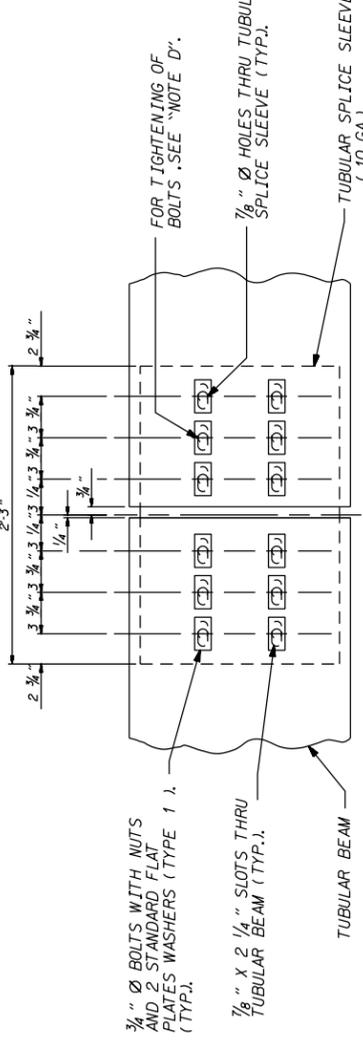
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 *****USERNAME*****
 *****DNC*****

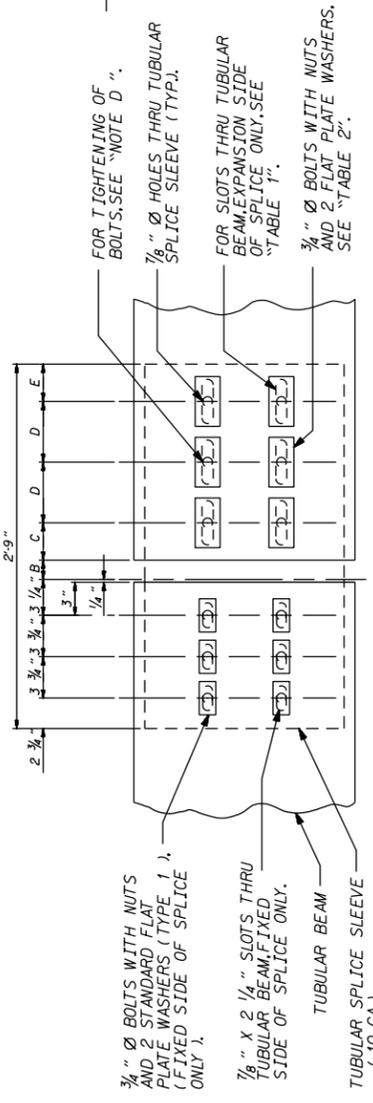
ADDED TO CADD 5/88 BY: NMR CHECKED BY: SBM 5/92



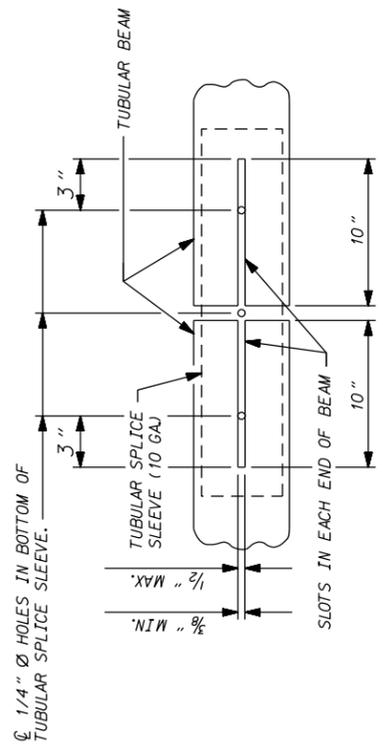
FIXED SPLICE BETWEEN POST (TYPE 1)
 TUBULAR BEAM SPLICE



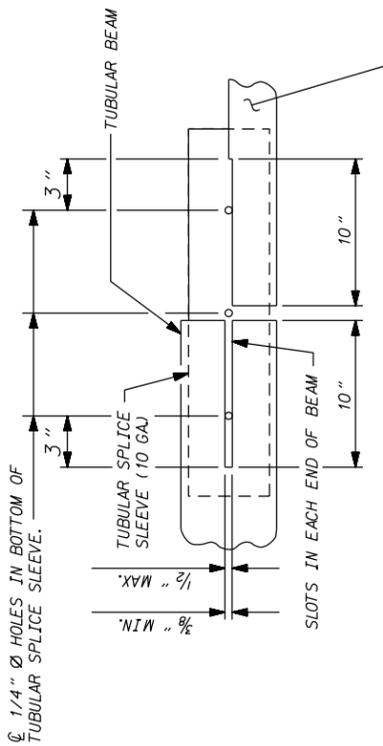
EXPANSION SPLICE BETWEEN POST (TYPE 1)
 TUBULAR BEAM SPLICE



EXPANSION SPLICE BETWEEN POST (TYPE 2 THRU 5)
 TUBULAR BEAM SPLICE



BOTTOM VIEW OF TUBULAR BEAM SPLICE



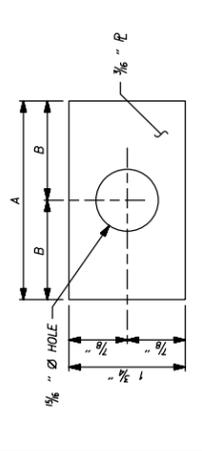
BOTTOM VIEW OF TUBULAR AND TRIPLE CORRUGATED STEEL BEAM SPLICE

TABLE 1
 DIMENSIONS FOR TYPE 2 THRU 5
 (TUBULAR BEAM SPLICE BETWEEN POSTS)

| TYPE | 2 | 3 | 4 | 5 |
|-----------|---------|---------|---------|---------|
| A | 2'-9" | 3'-1" | 3'-5" | 3'-9" |
| B | 1'-4" | 1'-2" | 1'-0" | 2'-0" |
| C | 2'-4" | 3" | 4'-1/2" | 4'-0" |
| D | 3'-3/4" | 4" | 4'-3/4" | 5" |
| E | 3'-3/4" | 4'-1/4" | 4'-3/4" | 5" |
| SLOT SIZE | 1" X 4" | 1" X 5" | 1" X 6" | 1" X 7" |

TABLE 2
 FLAT PLATE WASHER DIMENSIONS

| TYPE | DESCRIPTION | A | B |
|------|-----------------|--------|--------|
| 1 | STANDARD WASHER | 3" | 1 1/2" |
| TYPE | USE WITH SPLICE | A | B |
| 2 | TYPE 2 | 4 1/2" | 2 1/4" |
| 3 | TYPE 3 | 5 1/2" | 2 3/8" |
| 4 | TYPE 4 | 6 1/2" | 3 1/4" |
| 5 | TYPE 5 | 7 1/2" | 3 3/4" |



NOTE D': BOLTS ON EXPANSION SIDE OF TUBULAR BEAM SPLICE SHALL BE TIGHTENED FINGER TIGHT. DOUBLE NUTS SHALL BE USED AND TIGHTENED AGAINST EACH OTHER TO PREVENT THE NUTS FROM BECOMING LOOSE ON THE BOLT.

PROJECT NO. W-5212H
 CATAWBA COUNTY
 STATION:

SHEET 6 OF 6

STATE OF NORTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 RALEIGH

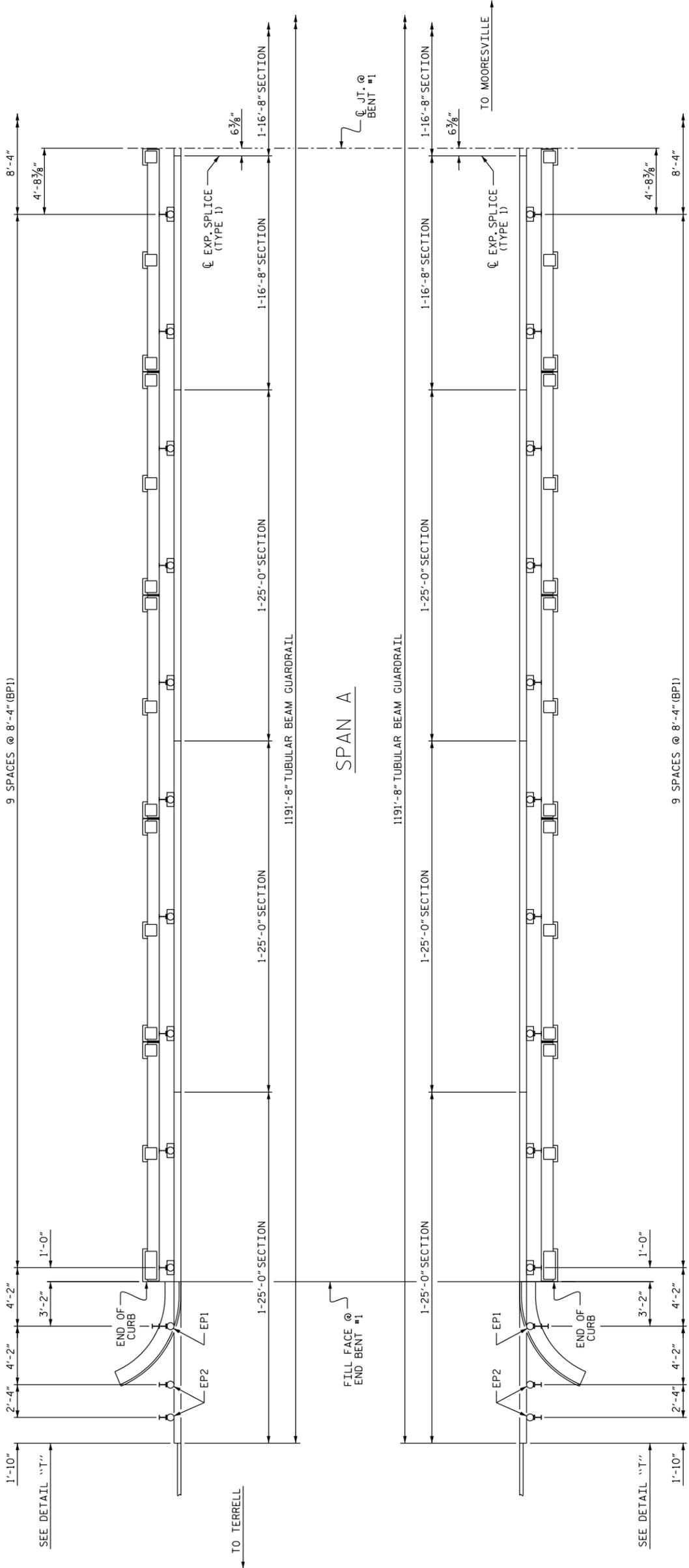
DETAILS FOR RETROFIT OF EXISTING BRIDGE RAIL WITH TUBULAR BEAM GUARDRAIL
 BRIDGE # 117

| REVISIONS | | SHEET NO. | |
|-----------|------|-----------|------|
| NO. | DATE | NO. | DATE |
| 1 | | 3 | |
| 2 | | 4 | |

APRIL 1980

GAR3.RRF

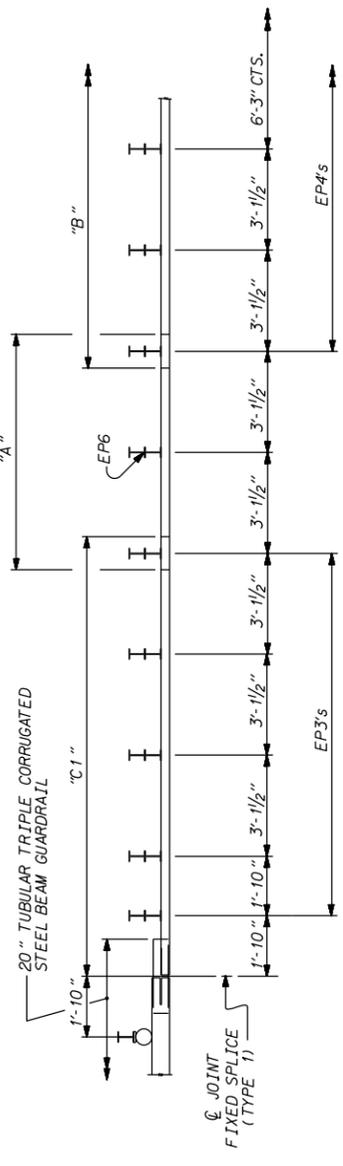
| ASSEMBLED BY | DATE | SPECIAL |
|--------------|---------|----------|
| MK.BEARD | 2/27/13 | SPECIAL |
| CHECKED BY | DATE | STANDARD |
| BC.HUNT | 3/16/13 | STANDARD |
| N.M.RUFFIN | 5/28 | |
| S.B.WILLIAMS | 5/92 | |



SPAN A

LEGEND

- BP5 --- USE
- EP1 --- USE
- EP2 --- USE
- EP3 --- USE
- EP5 --- USE (EXCEPT AS NOTED)
- W/TR. GUARDRAIL TRANSITIONAL SECTION
- STANDARD GUARDRAIL
- 20" TRIPLE CORRUGATED STEEL BEAM GUARDRAIL
- 20" TRIPLE CORRUGATED STEEL BEAM GUARDRAIL
- TRIPLE CORRUGATED GUARDRAIL TERMINAL SECTION



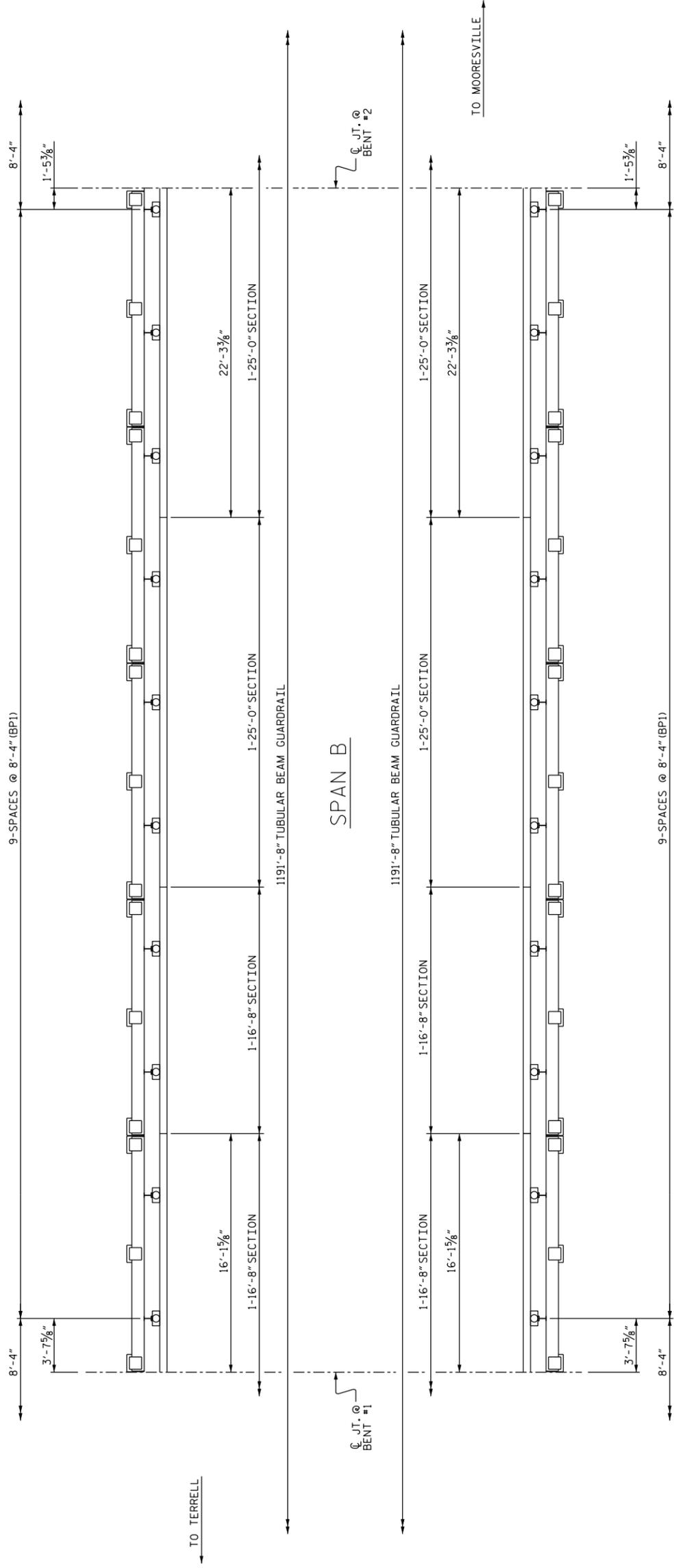
DETAIL "T"

PROJECT NO. W-5212H
CATAWBA COUNTY
 STATION: _____
 SHEET 1 OF 14

STATE OF NORTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 RALEIGH
 RAIL RETROFIT
 OF EXISTING
 BRIDGE #138
 ON NC 150

| REVISIONS | | SHEET NO. | |
|-----------|------|-----------|------|
| NO. | DATE | NO. | DATE |
| 1 | | 3 | |
| 2 | | 4 | |

DRAWN BY: M.K. BEARD DATE: 3/8/13
 CHECKED BY: B.C. HUNT DATE: 3/15/13
 *****SYSTEMS*****
 *****PERFORM*****
 *****SECURITY*****
 *****USER*****



PROJECT NO. W-5212H
 CATAWBA COUNTY
 STATION:

SHEET 2 OF 14

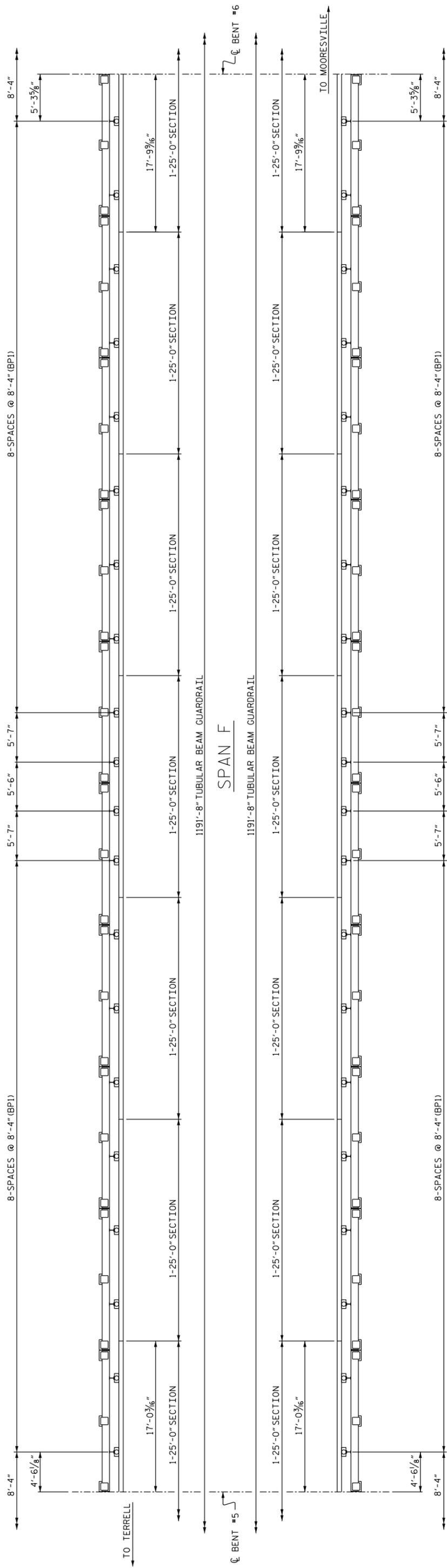
STATE OF NORTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 RALEIGH

RAIL RETROFIT
 OF EXISTING
 BRIDGE #138
 ON NC 150

| REVISIONS | | SHEET NO. | |
|-----------|------|-----------|------|
| NO. | DATE | NO. | DATE |
| 1 | | 3 | |
| 2 | | 4 | |

DRAWN BY: M.K. BEARD DATE: 3/8/13
 CHECKED BY: B.C. HUNT DATE: 3/15/13

*****SYSTEMS*****
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 *****PERFORM*****



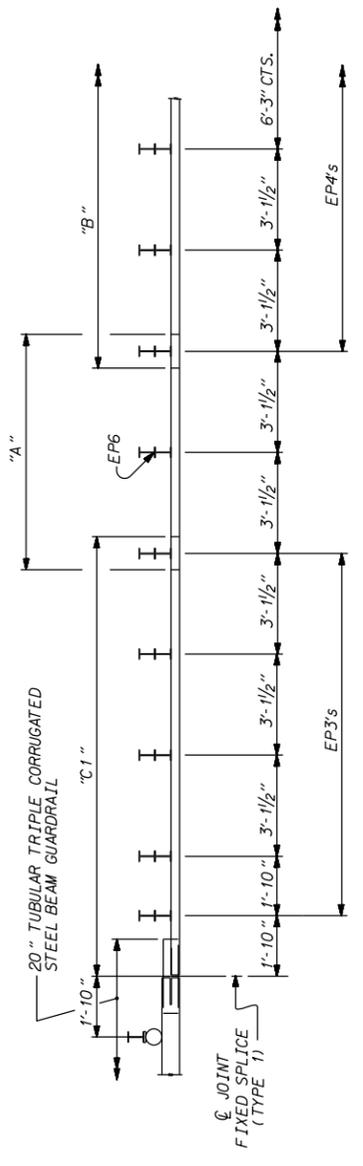
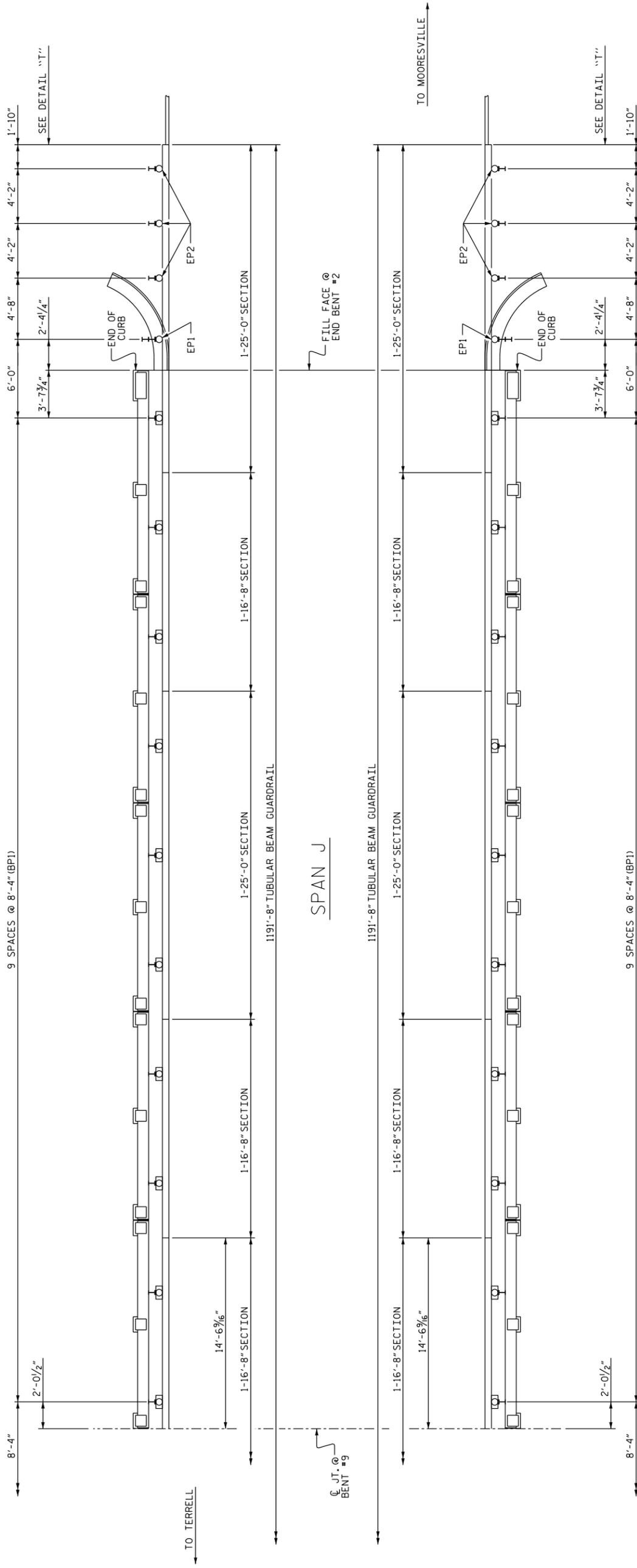
PROJECT NO. W-5212H
CATAWBA COUNTY
 STATION: _____
 SHEET 6 OF 14

STATE OF NORTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 RALEIGH
 RAIL RETROFIT
 OF EXISTING
 BRIDGE #138
 ON NC 150

| REVISIONS | | SHEET NO. | |
|-----------|-----|-----------|-------|
| NO. | BY: | DATE: | DATE: |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |

DRAWN BY : M.K. BEARD DATE : 3/12/13
 CHECKED BY : B.C. HUNT DATE : 3/15/13

*****SYSTEM*****
 *****DATE*****
 *****TIME*****



- LEGEND**
- BP5 --- USE
 - EP1 --- USE
 - EP2 --- USE
 - EP3 --- USE (EXCEPT AS NOTED)
 - EP5 --- USE
 - "A" --- USE W/TR GUARDRAIL TRANSITIONAL SECTION
 - "B" --- USE STANDARD GUARDRAIL
 - "C1" --- USE 20" TRIPLE CORRUGATED STEEL BEAM GUARDRAIL
 - "C2" --- USE 20" TRIPLE CORRUGATED STEEL BEAM GUARDRAIL
 - "D" --- USE TRIPLE CORRUGATED GUARDRAIL TERMINAL SECTION

PROJECT NO. W-5212H
 CATAWBA COUNTY
 STATION: _____
 SHEET 10 OF 14

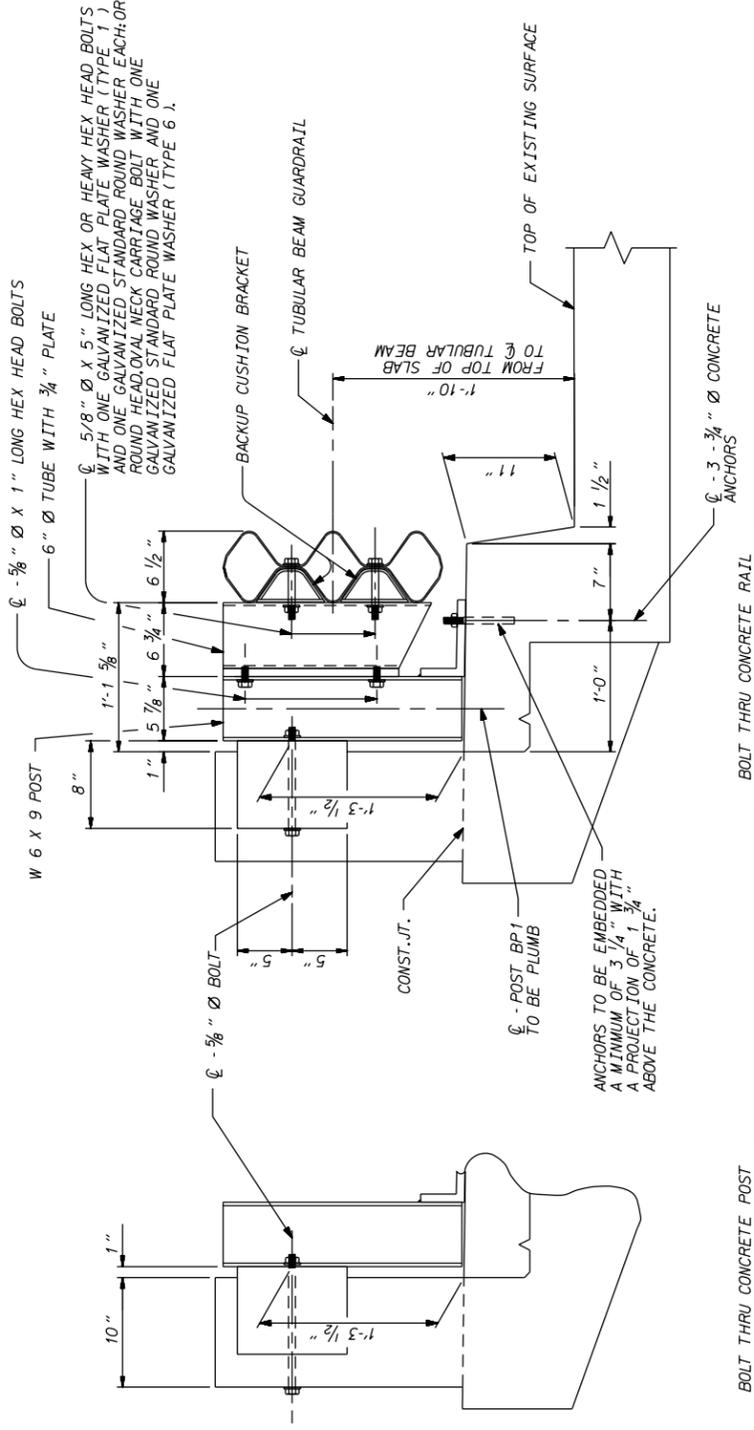
STATE OF NORTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 RALEIGH

RAIL RETROFIT
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 BRIDGE #138
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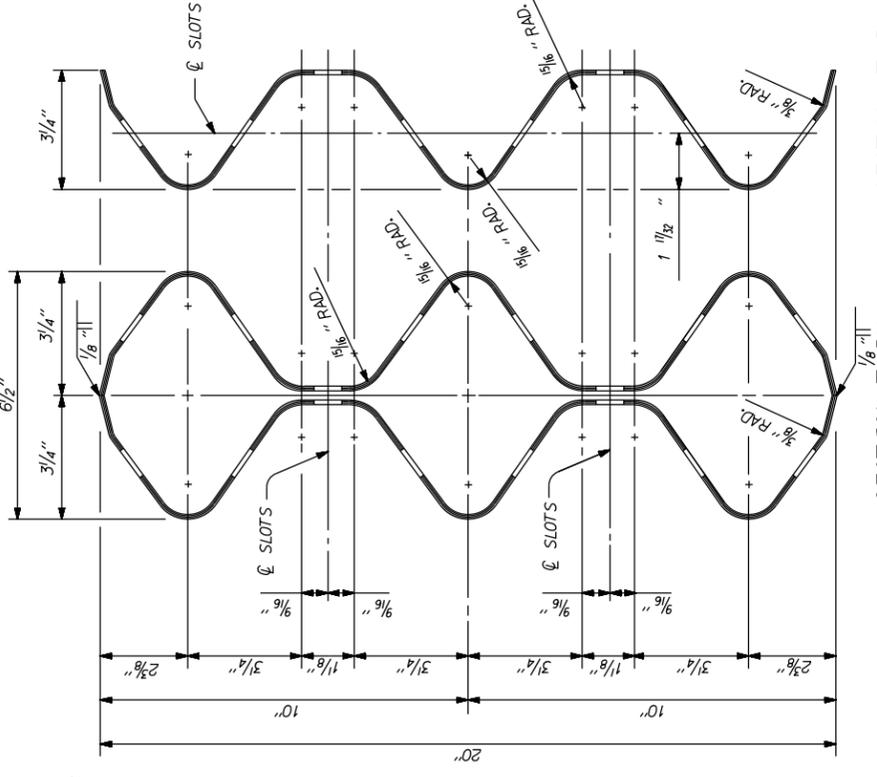
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|-----------|------|-----------|------|
| NO. | DATE | NO. | DATE |
| 1 | | 3 | |
| 2 | | 4 | |

DRAWN BY: M.K. BEARD DATE: 3/8/13
 CHECKED BY: B.C. HUNT DATE: 3/15/13

*****SYSTEMS*****
 *****B.C. HUNT*****
 *****M.K. BEARD*****
 *****USER*****



RETROFIT EXISTING RAIL WITH TUBULAR BEAM GUARDRAIL (WITHOUT WEARING SURFACE)



SECTION THRU TUBULAR BEAM

SECTION THRU CORRUGATED BEAM

GENERAL NOTES :

1. THE 20" TRIPLE TUBULAR CORRUGATED BEAM RAIL SECTION SHALL BE FABRICATED BY WELDING TWO (2) 20" TRIPLE CORRUGATED BEAM RAIL ELEMENTS AS SHOWN AND THE GUARDRAIL SHALL CONFORM TO THE NCDOT STANDARD SPECIFICATIONS EXCEPT AS NOTED AND SHOWN ON THE PLANS.
2. 20" TRIPLE TUBULAR CORRUGATED BEAM RAIL SHALL BE 10' GAGE.
3. POSTS, BASE ANGLES AND/OR BASE PLATES, 6" DIA. TUBES, AND OFFSET BLOCKS SHALL CONFORM TO THE REQUIREMENTS OF ASTM A-36. SHIMS SHALL MEET THE REQUIREMENTS OF ASTM A-570 GRADE 33 OR A-611 GRADE C.
4. POSTS, BASE ANGLES AND/OR BASE PLATES, TUBES, BLOCKS AND SHIMS SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A-123.
5. POSTS ARE TO BE PLUMB. SHIMS MAY BE USED BENEATH THE ROADWAY EDGE OF THE BASE ANGLES AND/OR BASE PLATES AS NECESSARY FOR POST ALIGNMENT. PROVIDE ONE 1/8" AND TWO 1/16" STEEL SHIMS FOR 25% OF THE POSTS ON THE BRIDGE.
6. 'BP' POST HEIGHT TO BE DETERMINED IN THE FIELD BY THE CONTRACTOR.
7. PROPOSED RAIL POST MAY BE SHIFTED SLIGHTLY TO CLEAR REINFORCING STEEL. STANDARD SLOTS MAY BE USED IN THE RAIL TO ALLOW ADJUSTMENT.
8. HOLES SHALL BE DRILLED HORIZONTAL OR VERTICAL USING A ROTARY DRILL OR A ROTARY IMPACT DRILL. IMPACT TOOLS WILL NOT BE PERMITTED. CARBIDE TIPPED BITS SHALL BE USED UNLESS REINFORCING STEEL IS ENCOUNTERED. AN APPROPRIATE BIT FOR DRILLING THROUGH REINFORCING STEEL SHALL BE USED WHEN NECESSARY. THE CONTRACTOR SHALL BE PREPARED TO DRILL THROUGH REINFORCING STEEL AT TIMES.
9. POST SPACINGS AS SHOWN ON THE PLANS SHALL BE CHECKED BEFORE HOLES ARE DRILLED IN THE 20" TRIPLE TUBULAR CORRUGATED BEAM RAIL. STANDARD SLOTS WILL BE ALLOWED. FIELD PUNCHING OF THE HOLES OR SLOTS WILL NOT BE PERMITTED.
10. A SEALANT WILL BE REQUIRED IN THE AREA OF THE ANCHOR BOLTS AND WILL BE PLACED IN THE FOLLOWING MANNER:
 - A. BEFORE THE BASE PLATE HAS BEEN SET IN PLACE. IF THE GROUT DOES NOT COMPLETELY FILL THE ANCHOR HOLE, SEAL THE AREA AROUND EACH CONCRETE ANCHOR BOLT TO KEEP MOISTURE FROM ENTERING THE HOLE.
 - B. AFTER THE BASE PLATE HAS BEEN SET IN PLACE AND BEFORE THE WASHERS AND NUTS HAVE BEEN PLACED ON THE BOLT, SEAL THE HOLE REMAINING AROUND THE ANCHOR BOLT.
 THE SEALANT SHALL BE A ONE-COMPONENT POLYSULFIDE GUN GRADE MEETING FEDERAL SPECIFICATION TT-S-230. SEALANT SHALL BE GRAY IN COLOR AND APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDATION. THE FOLLOWING SEALANTS MEET THE ABOVE REQUIREMENTS:
 - * SONOLASTIC ONE PART*, MANUFACTURED BY SONNEBORN-DESOTO CO., DES PLAINES, ILLINOIS, 60018.
 - * THORSPAN ONE COMPONENT*, MANUFACTURED BY STANDARD DRY WALL PRODUCTS, INC., MIAMI, FLORIDA, 33166.
 - * HORNFLX ONE COMPONENT*, MANUFACTURED BY W. R. GRACE AND CO., CAMBRIDGE, MASSACHUSETTS, 02140.

11. ALL CONCRETE DAMAGED BY THIS WORK SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER.
12. THE SATTISFACTION OF THE ENGINEER.
13. THE SATTISFACTION OF THE ENGINEER.
14. THE SATTISFACTION OF THE ENGINEER.

REMOVE NOTE #15 IF YOU DO NOT HAVE A CURVED ØR106# !!

PROJECT NO. W-5212H
 CATAWBA COUNTY
 STATION: _____

SHEET 11 OF 14

STATE OF NORTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 RALEIGH

DETAILS FOR RETROFIT OF EXISTING BRIDGE RAIL WITH TUBULAR BEAM GUARDRAIL

MAY BRIDGE #138 1988

| REVISIONS | | SHEET NO. | |
|-----------|------|-----------|------|
| NO. | DATE | NO. | DATE |
| 1 | | 3 | |
| 2 | | 4 | |

TOTAL SHEETS

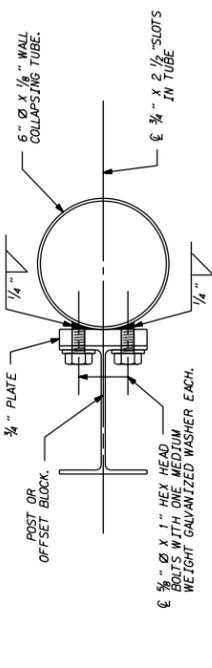
BPI . RRF

*****SYSTEM*****
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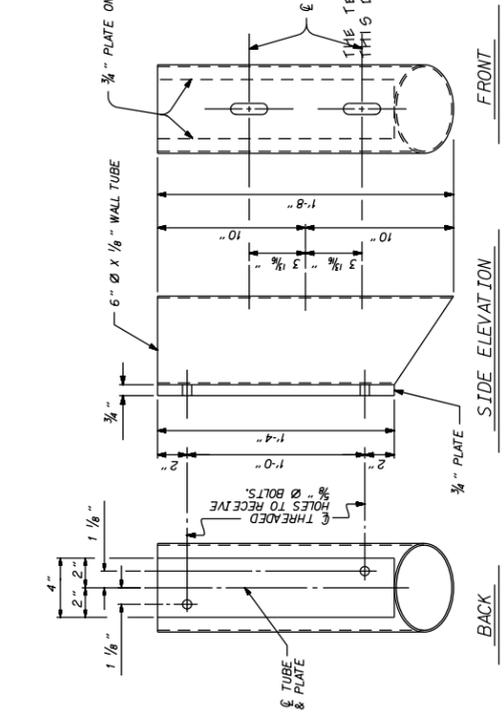
| | | |
|---------------------------|----------------|----------|
| ASSEMBLED BY : M.K. BEARD | DATE : 3/13/13 | SPECIAL |
| CHECKED BY : B.C. HUNT | DATE : 3/15/13 | STANDARD |
| DRAWN BY : M.M. RUFFIN | DATE : 5/88 | |
| CHECKED BY : | DATE : | |

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 *****SRNAME*****
 *****DN*****

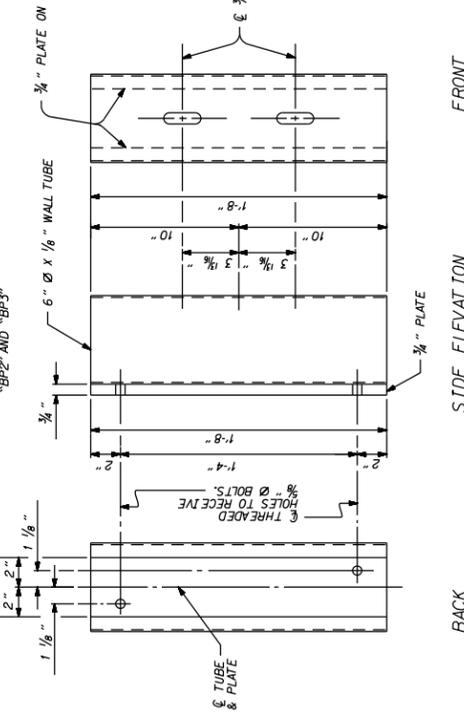
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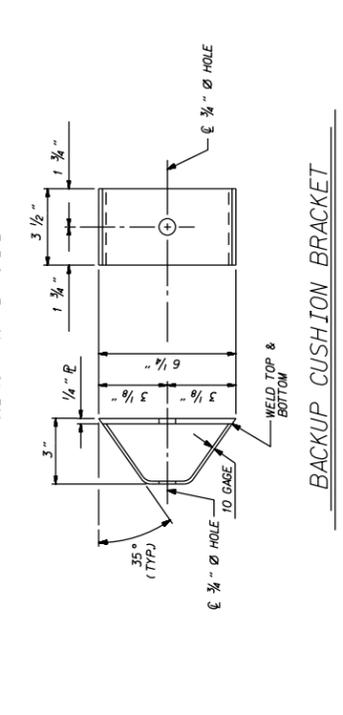
DETAIL SHOWING CONNECTION OF 6" Ø TUBE TO POST OR OFFSET BLOCK



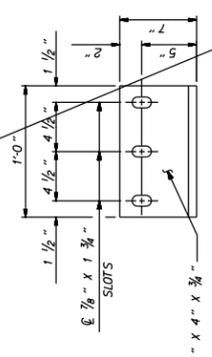
6" Ø TUBE DETAILS



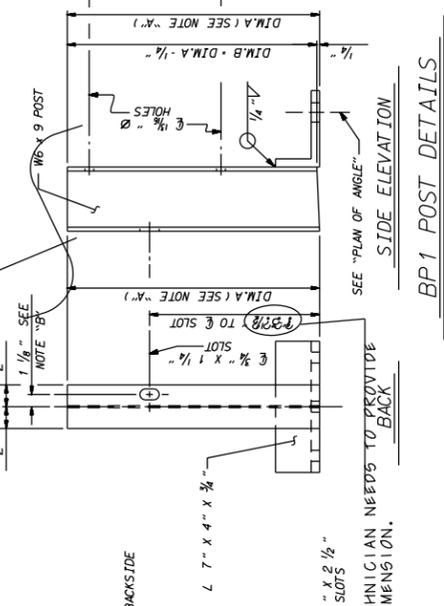
6" Ø TUBE DETAILS



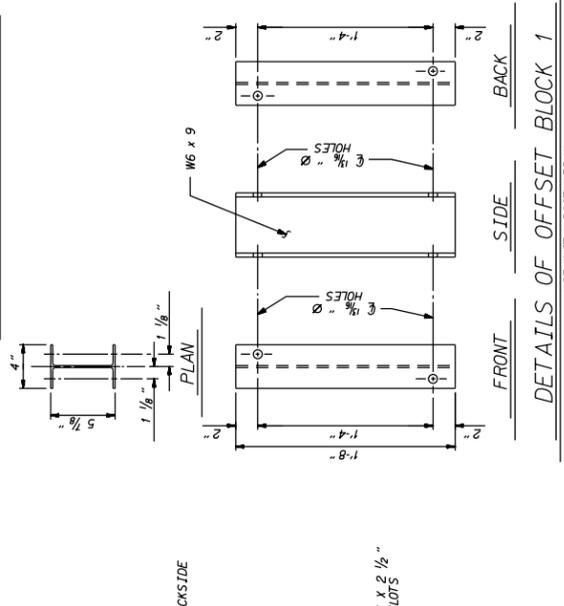
BACKUP CUSHION BRACKET



PLAN OF ANGLE



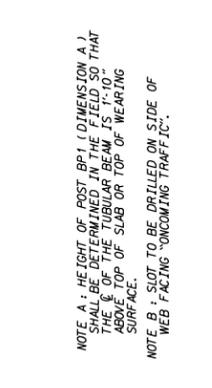
BP1 POST DETAILS



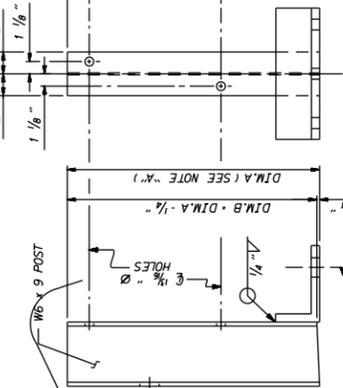
DETAILS OF OFFSET BLOCK 1

DETAILS OF OFFSET BLOCK 3

DETAILS OF OFFSET BLOCK 5



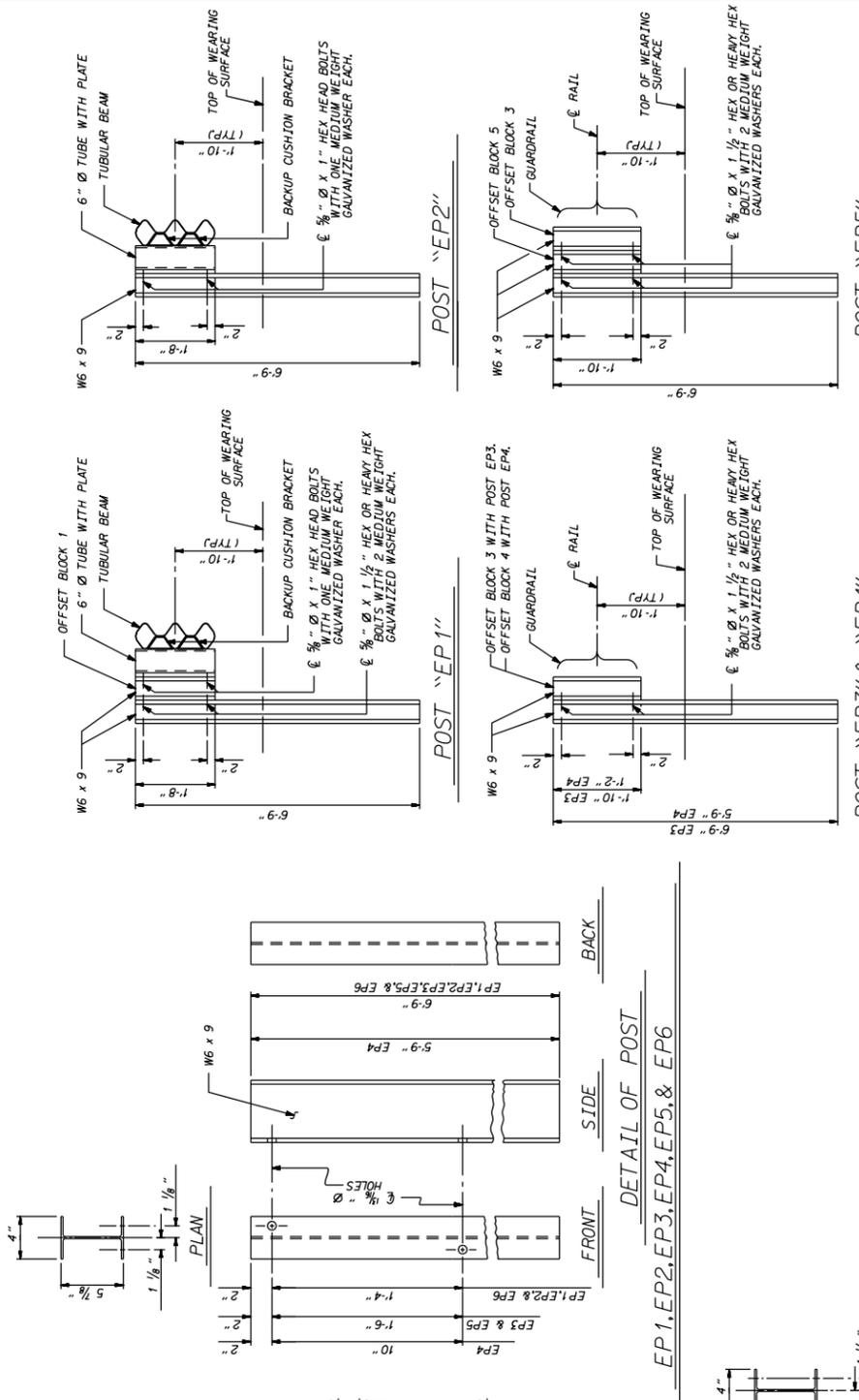
PLAN



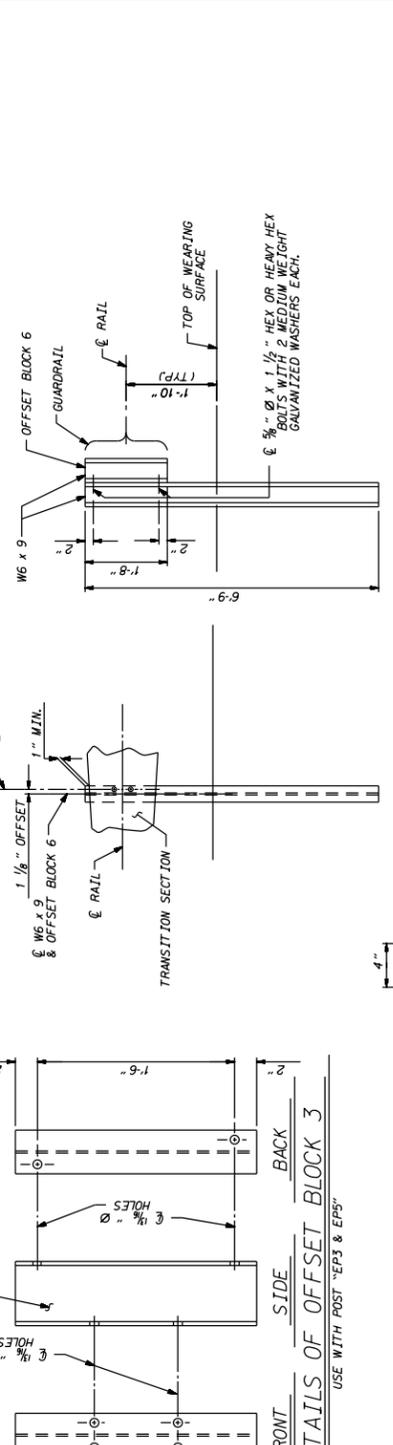
DETAILS OF OFFSET BLOCK 2

DETAILS OF OFFSET BLOCK 4

DETAILS OF OFFSET BLOCK 6

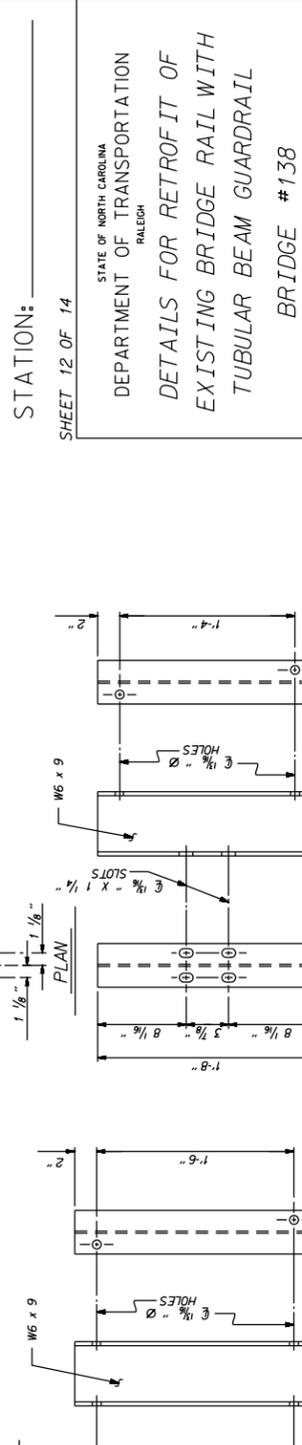


POST "EP1" POST "EP2" POST "EP3" & "EP4" POST "EP5"



TRANSITION SECTION

POST "EP6"



DETAILS OF OFFSET BLOCK 4

DETAILS OF OFFSET BLOCK 5

DETAILS OF OFFSET BLOCK 6

PROJECT NO. W-5212H
 CATAWBA COUNTY
 STATION: _____
 SHEET 12 OF 14

STATE OF NORTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 RALEIGH
 DETAILS FOR RETROFIT OF
 EXISTING BRIDGE RAIL WITH
 TUBULAR BEAM GUARDRAIL
 BRIDGE #138

| | | | | | | | |
|-----------|--|---------|--|----------------|--|---------|--|
| NO. BY: 1 | | DATE: 1 | | REV. BY: 4 | | DATE: 4 | |
| REVISIONS | | | | SHEET NO. 1983 | | | |
| | | | | TOTAL SHEETS | | | |

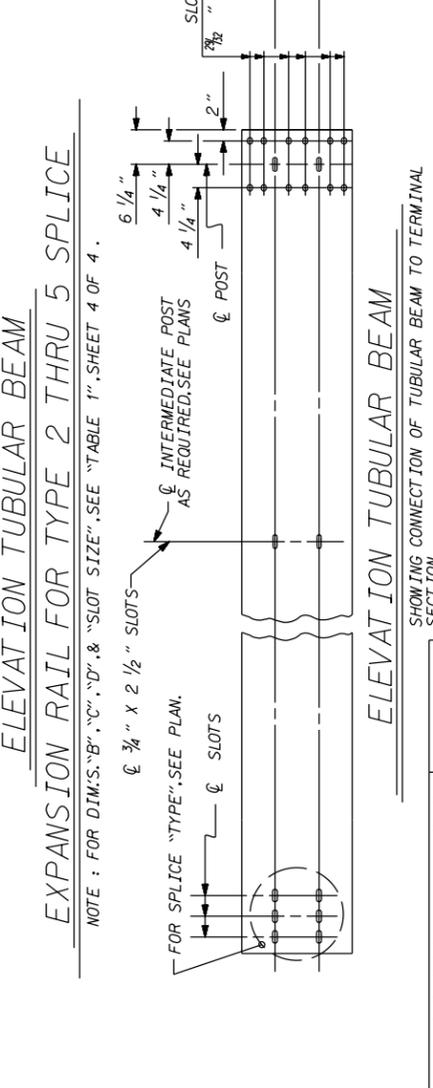
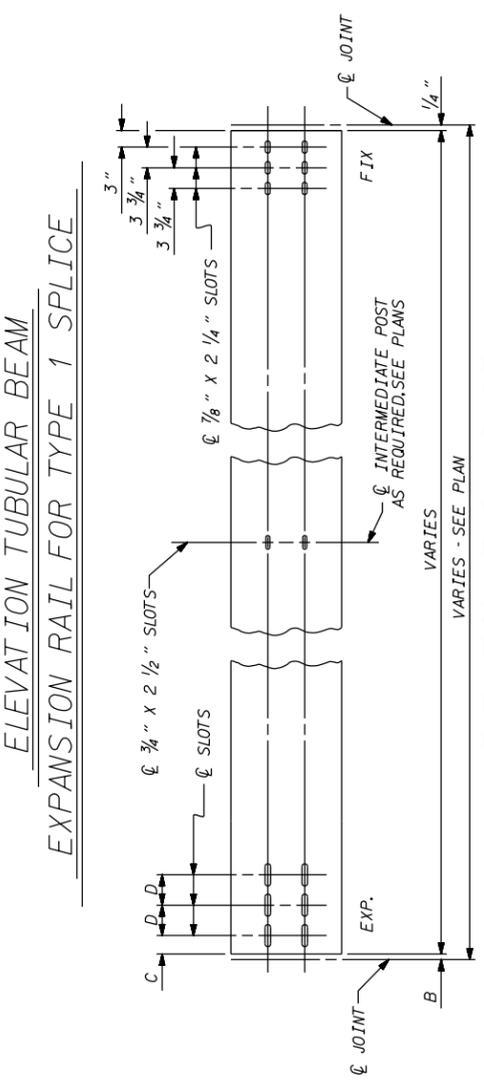
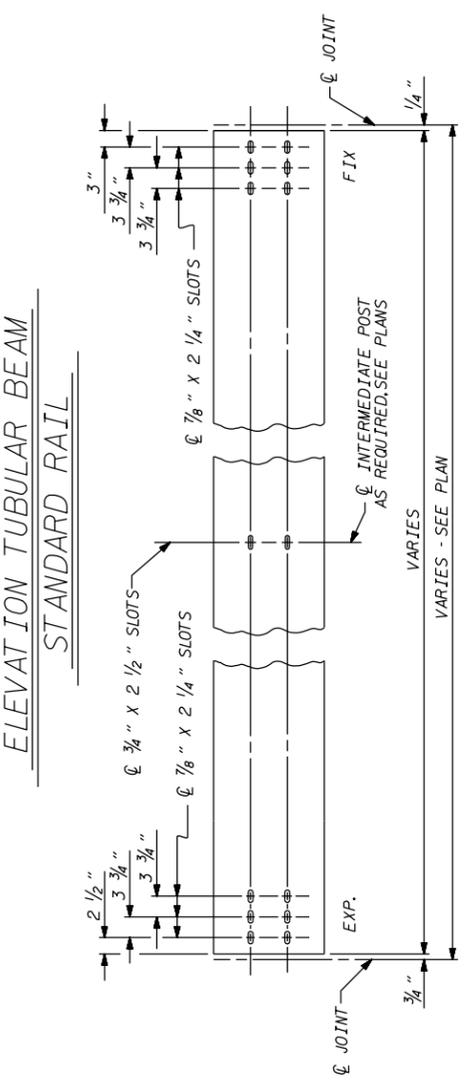
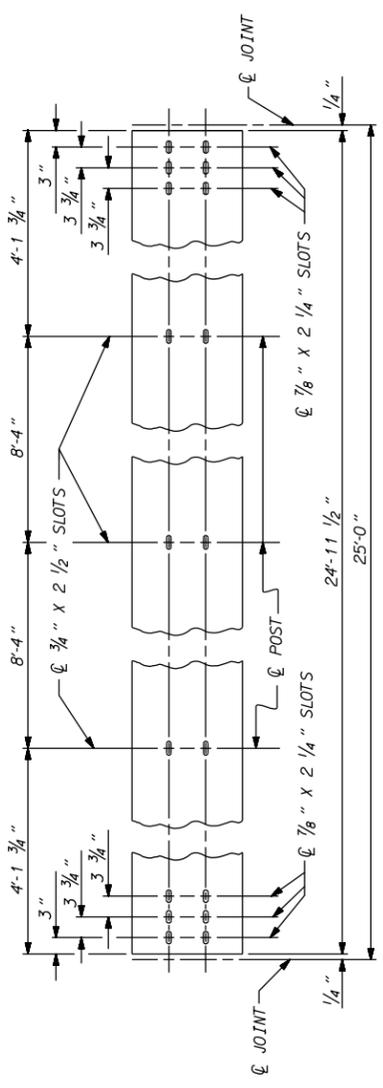
JAN. _____

| | | |
|--------------------------|---------------|----------|
| ASSEMBLED BY: M.K. BEARD | DATE: 3/13/13 | SPECIAL |
| CHECKED BY: B.C. HUNT | DATE: 3/15/13 | STANDARD |
| DRAWN BY: N.M. RUFFIN | DATE: 5/88 | |
| CHECKED BY: | DATE: | |

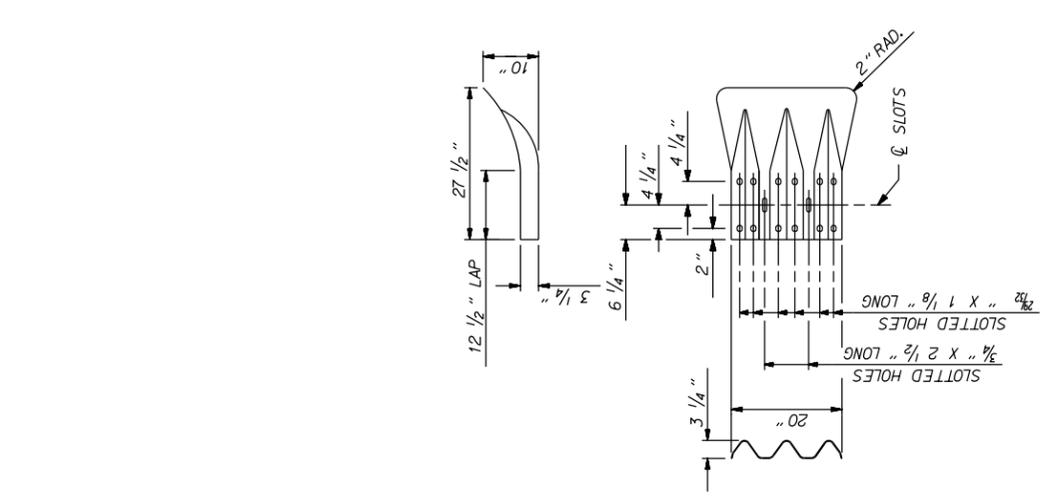
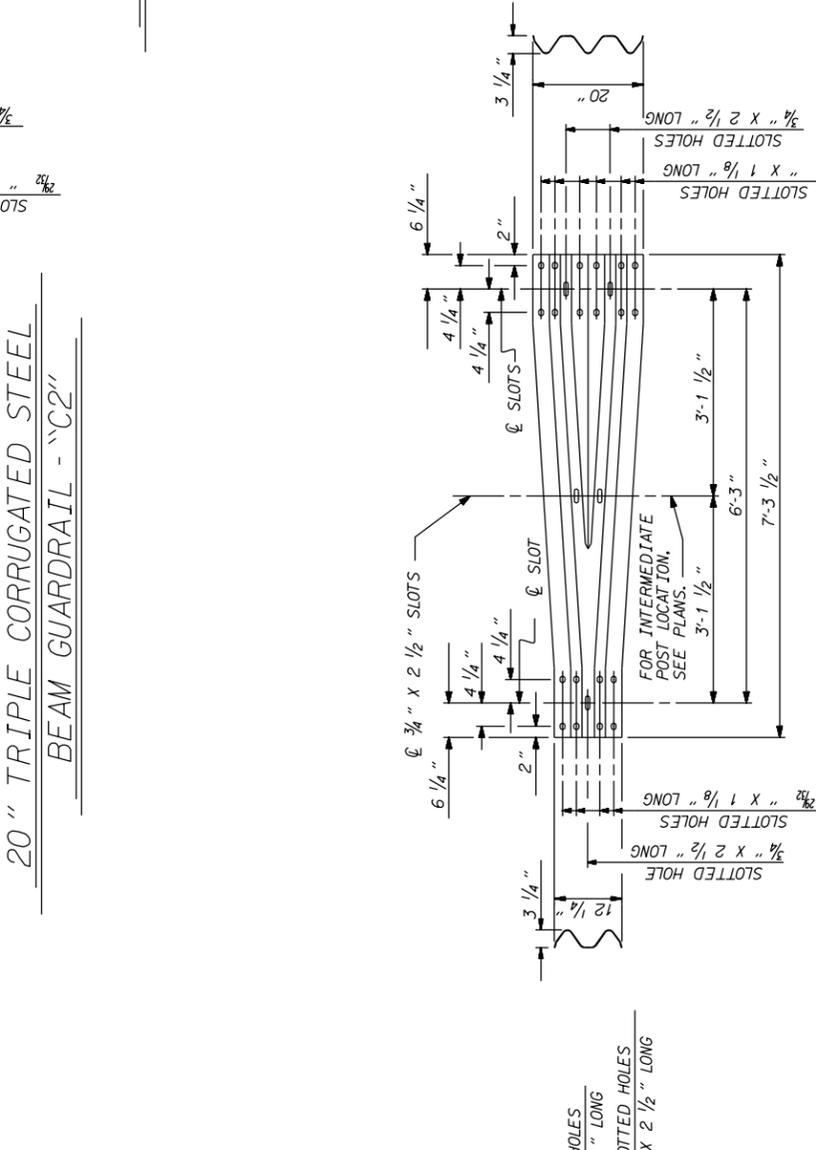
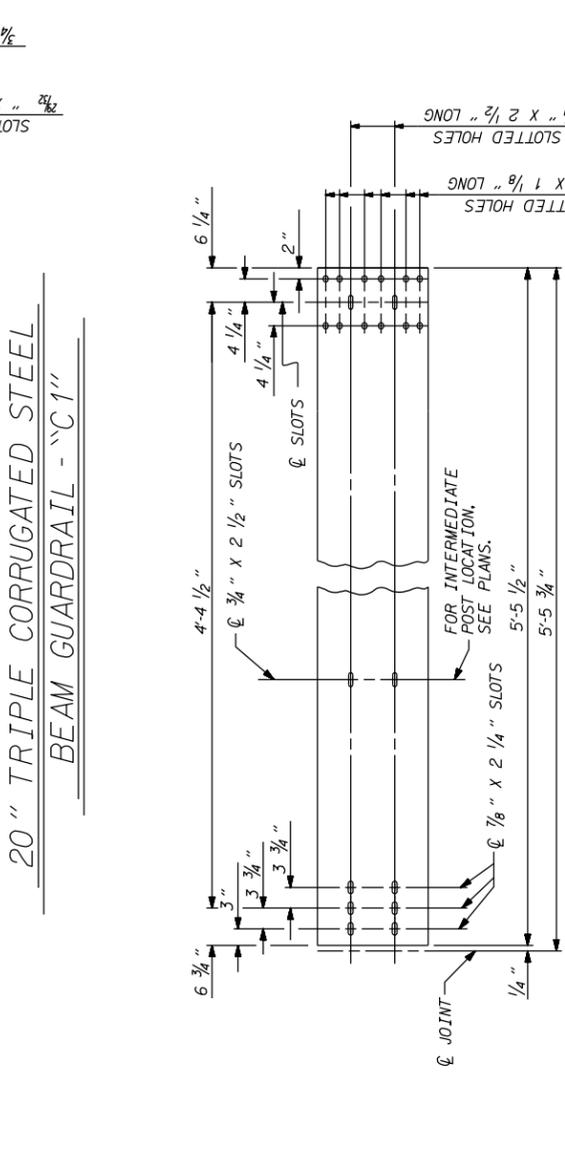
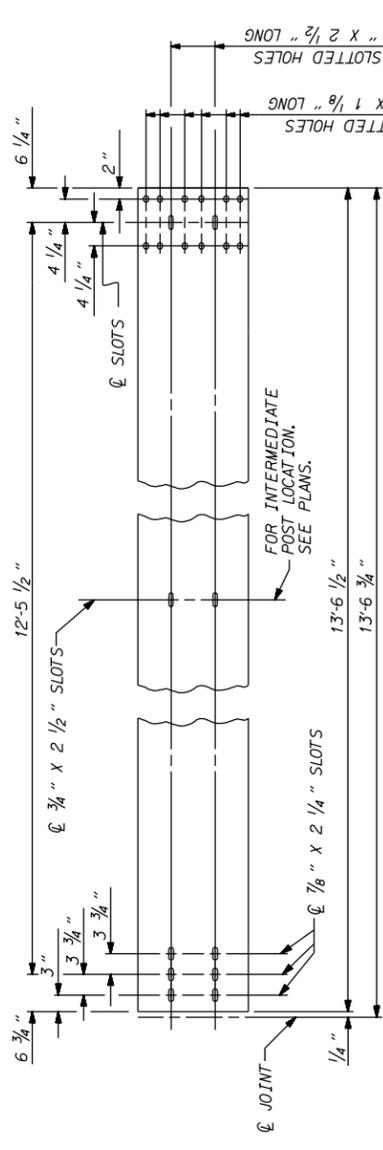
GAR1.RRF

*****SYSTEMC*****
 *****USERNAMESSS*****

ADDED TO CAD 5/88 BY: NMR CHECKED BY:



| | | |
|---------------------------|----------------|----------|
| ASSEMBLED BY : M.K. BEARD | DATE : 3/13/13 | SPECIAL |
| CHECKED BY : B.C. HUNT | DATE : 3/15/13 | STANDARD |
| DRAWN BY : N.M. RUFFIN | DATE : 5/88 | |
| CHECKED BY : | DATE : | |

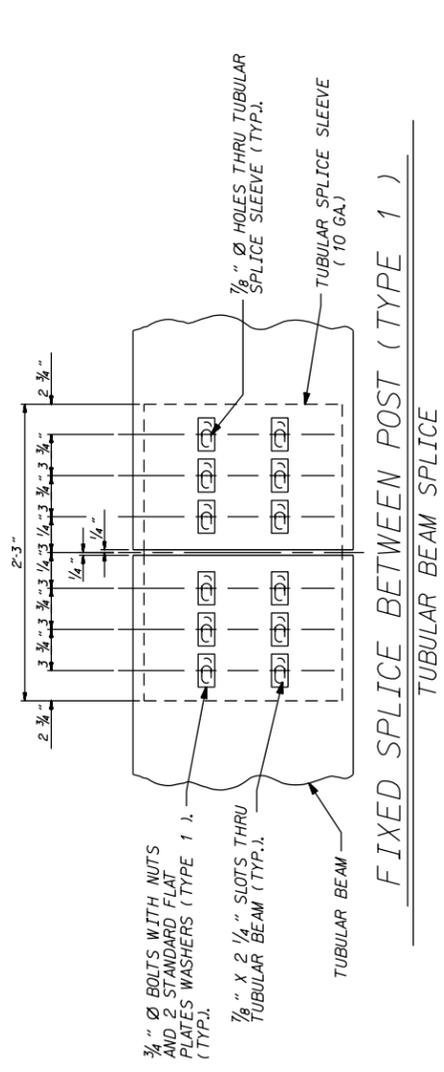


PROJECT NO. W-5212H
 CATAWBA COUNTY
 STATION:
 SHEET 13 OF 14
 STATE OF NORTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 RALEIGH
 DETAILS FOR RETROFIT
 OF EXISTING BRIDGE
 RAIL WITH TUBULAR
 BEAM GUARDRAIL
 BRIDGE # 138
 MAY 1988
 REVISIONS
 NO. BY: DATE: NO. BY: DATE:
 1 1 2 3 4
 SHEET NO. 138
 TOTAL SHEETS 148

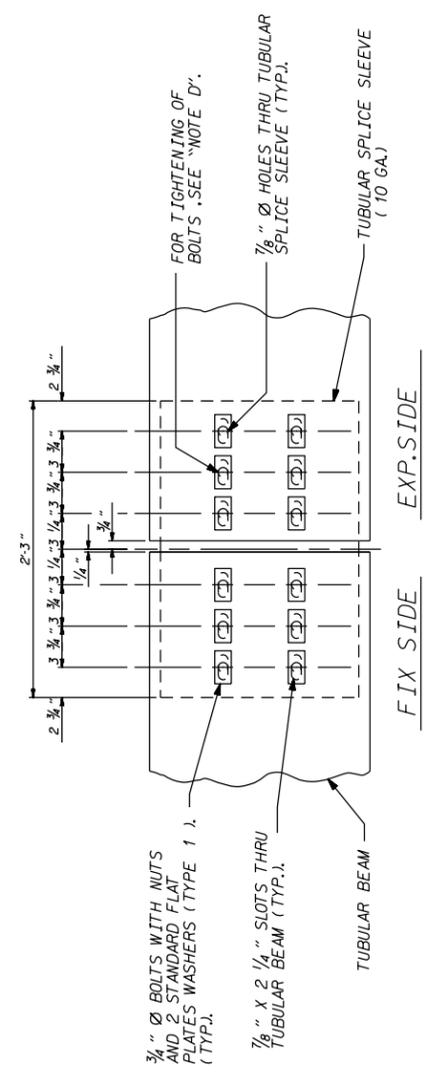
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*****SYTIME*****
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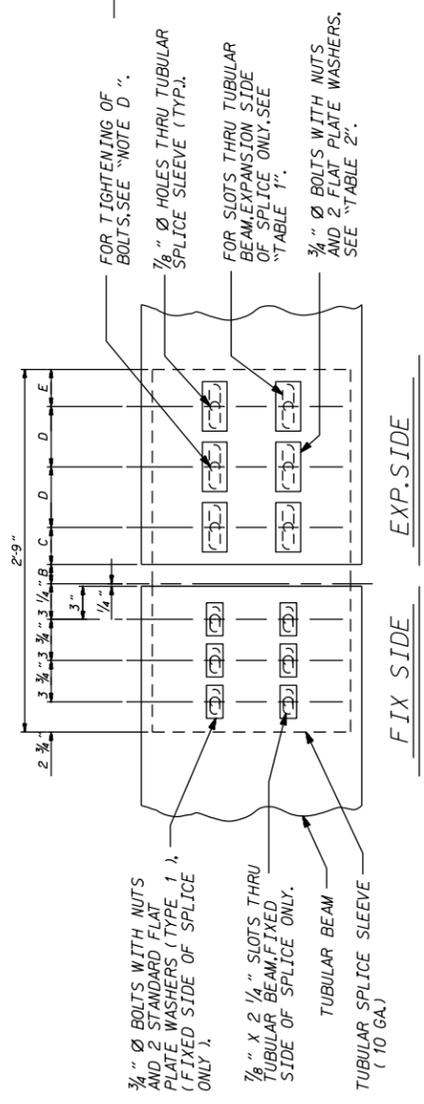
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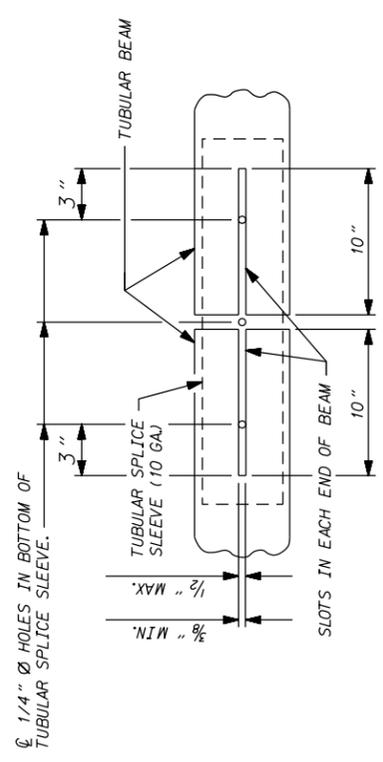
FIXED SPLICE BETWEEN POST (TYPE 1)
 TUBULAR BEAM SPLICE



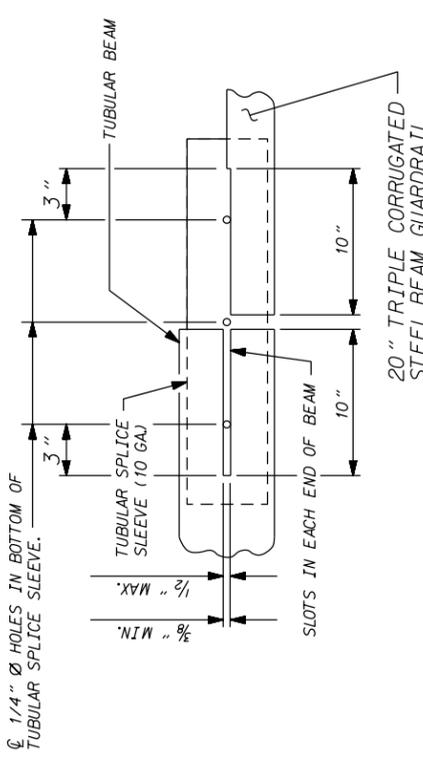
EXPANSION SPLICE BETWEEN POST (TYPE 1)
 TUBULAR BEAM SPLICE



EXPANSION SPLICE BETWEEN POST (TYPE 2 THRU 5)
 TUBULAR BEAM SPLICE



BOTTOM VIEW OF TUBULAR BEAM SPLICE



BOTTOM VIEW OF TUBULAR AND 20" TRIPLE CORRUGATED STEEL BEAM SPLICE

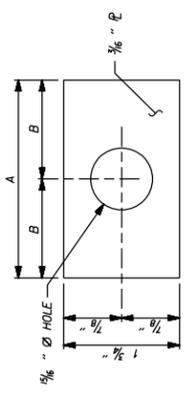
FOR TIGHTENING OF BOLTS, SEE "NOTE D".
 7/8" Ø HOLES THRU TUBULAR SPLICE SLEEVE (TYP.).
 FOR SLOTS THRU TUBULAR BEAM, EXPANSION SIDE OF SPLICE, ONLY, SEE "TABLE 1".
 3/4" Ø BOLTS WITH NUTS AND 2 FLAT PLATE WASHERS, SEE "TABLE 2".

TABLE 1
 DIMENSIONS FOR TYPE 2 THRU 5 EXPANSION SPLICE (TUBULAR BEAM SPLICE BETWEEN POSTS)

| TYPE | 2 | 3 | 4 | 5 |
|-----------|---------|---------|---------|---------|
| A | 2'-9" | 3'-1" | 3'-5" | 3'-8" |
| B | 1 1/4" | 1 1/2" | 1 3/4" | 2 3/8" |
| C | 2 1/4" | 2 1/2" | 3" | 3 1/2" |
| D | 3 3/8" | 4" | 4 1/8" | 4 5/8" |
| E | 5 1/2" | 6 1/2" | 7 1/2" | 8 1/2" |
| SLOT SIZE | 1" X 4" | 1" X 5" | 1" X 6" | 1" X 7" |

TABLE 2
 FLAT PLATE WASHER DIMENSIONS

| TYPE | DESCRIPTION | A | B |
|------|-----------------|--------|--------|
| 1 | STANDARD WASHER | 3" | 1 1/2" |
| TYPE | USE WITH SPLICE | A | B |
| 2 | TYPE 2 | 4 1/2" | 2 1/4" |
| 3 | TYPE 3 | 5 1/2" | 2 3/8" |
| 4 | TYPE 4 | 6 1/2" | 3 1/4" |
| 5 | TYPE 5 | 7 1/2" | 3 3/8" |



FLAT PLATE WASHER - TYPE 6

"NOTE D": BOLTS ON EXPANSION SIDE OF TUBULAR BEAM SPLICE SHALL BE TIGHTENED FINGER TIGHT, DOUBLE NUTS SHALL BE USED AND TIGHTENED AGAINST EACH OTHER TO PREVENT THE NUTS FROM BECOMING LOOSE ON THE BOLT.

PROJECT NO. W-5212H
 CATAWBA COUNTY
 STATION:
 SHEET 14 OF 14

STATE OF NORTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 RALEIGH
 DETAILS FOR RETROFIT OF EXISTING BRIDGE RAIL WITH TUBULAR BEAM GUARDRAIL
 BRIDGE # 138
 APRIL 1980
 SHEET NO. 14 OF 14
 REVISIONS
 NO. DATE BY DATE
 1
 2
 3
 4
 TOTAL SHEETS 104

GAR3.RRF

| LISTING OF DBE SUBCONTRACTORS | | | | Sheet _____ of _____ |
|--------------------------------------|----------|------------------|--------------------------|--------------------------|
| Firm Name and Address | Item No. | Item Description | * Agreed upon Unit Price | ** Dollar Volume of Item |
| Name Address | | | | |

This form must be completed in order for the Bid to be considered responsive and be publicly read. Bidders with no DBE participation must so indicate this on the form by entering the word or number zero.

LISTING OF DBE SUBCONTRACTORS

Sheet _____ of _____

| Firm Name and Address | Item No. | Item Description | * Agreed upon Unit Price | ** Dollar Volume of Item |
|------------------------|----------|------------------|--------------------------|--------------------------|
| Name Address | | | | |

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

** Dollar Volume of DBE Subcontractor \$ _____
Percentage of Total Contract Bid Price _____ %

** - Must have entry even if figure to be entered is zero.

** - *If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent. If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.*

This form must be completed in order for the Bid to be considered responsive and be publicly read. Bidders with no DBE participation must so indicate this on the form by entering the word or number zero.

Contract No. _____

Rev. 4-19-11

County _____

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

CORPORATION

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF CONTRACTOR

Full name of Corporation

Address as Prequalified

Attest _____
Secretary/Assistant Secretary
Select appropriate title

By _____
President/Vice President/Assistant Vice President
Select appropriate title

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

Contract No. _____

Rev. 4-19-11

County _____

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

PARTNERSHIP

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF CONTRACTOR

Full Name of Partnership

Address as Prequalified

By _____

Signature of Witness

Signature of Partner

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

Contract No. _____

Rev. 4-19-11

County _____

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

LIMITED LIABILITY COMPANY

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF CONTRACTOR

Full Name of Firm

Address as Prequalified

Signature of Witness

Signature of Member/Manager/Authorized Agent
Select appropriate title

Print or type Signer's name

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
JOINT VENTURE (2) or (3)**

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF CONTRACTOR

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal and

(3) _____
Name of Contractor

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal and

(4) _____
Name of Contractor (for 3 Joint Venture only)

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal

NOTARY SEAL

Affidavit must be notarized for Line (2)

Subscribed and sworn to before me this _____ day of _____ 20____

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (3)

Subscribed and sworn to before me this _____ day of _____ 20____

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (4)

Subscribed and sworn to before me this _____ day of _____ 20____

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

Contract No. _____

Rev. 4-19-11

County _____

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

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF CONTRACTOR

Name of Contractor

_____ Individual name

Trading and doing business as

_____ Full name of Firm

_____ Address as Prequalified

_____ Signature of Witness

_____ Signature of Contractor, Individually

_____ Print or type Signer's name

_____ Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

_____ Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

Contract No. _____

Rev. 4-19-11

County _____

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

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the _____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

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

DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.

Contract No. _____
County _____

(Rev 7-10-08)

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

BID BOND

Principal: _____
Name of Principal Contractor

Surety: _____
Name of Surety

Contract Number: _____ County: _____

Date of Bid: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR and SURETY above named, are held and firmly bound unto the Department of Transportation in the full and just sum of five (5) percent of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the proposal, and if the Board of Transportation shall award a contract to the Principal, the Principal shall, within fourteen (14) calendar days after written notice of award is received by him, provide bonds with good and sufficient surety, as required for the faithful performance of the contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal requests permission to withdraw his bid due to mistake in accordance with the provisions of Article 103-3 of the *Standard Specifications for Roads and Structures*, the conditions and obligations of this Bid Bond shall remain in full force and effect until the Department of Transportation makes a final determination to either allow the bid to be withdrawn or to proceed with award of the contract. In the event a determination is made to award the contract, the Principal shall have fourteen (14) calendar days to comply with the requirements set forth above. In the event the Principal withdraws its bid after bids are opened except as provided in Article 103-3, or after award of the contract has been made fails to execute such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the bid bond shall be immediately paid to the Department of Transportation as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

This the _____ day of _____, 20 _____

Surety

By _____
General Agent or Attorney in Fact Signature

Seal of Surety

Print or type Signer's Name

Contract No. _____
County _____

(Rev 7-10-08)

BID BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Full name of Corporation

Address as prequalified

By _____
Signature of **President, Vice President, Assistant Vice President**
Select appropriate title

Print or type Signer's name

Affix Corporate Seal

Attest _____
Signature of **Secretary, Assistant Secretary**
Select appropriate title

Print or type Signer's name

Contract No. _____
County _____

(Rev 7-10-08)

BID BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Full name of Firm

Address as prequalified

Signature of Manager

Individually

Print or type Signer's name

Witness's Signature

Print or type Witness's Name

Contract No. _____
County _____

(Rev 7-10-08)

BID BOND

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Individual Name

Trading and doing business as

Full name of Firm

Address as prequalified

Signature of Contractor

Individually

Print or type Signer's name

Affix Seal

Signature of Witness

Print or type Witness's name

Contract No. _____
County _____

(Rev 7-10-08)

BID BOND

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____
Print or type Individual Name

Address as prequalified

Signature of Contractor _____
Individually

Print or type Signer's name

Affix Seal

Signature of Witness

Print or type Witness's name

Contract No. _____
County _____

(Rev 7-10-08)

BID BOND

PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

Full name of Partnership

Address as prequalified

By _____
Signature of Partner

Print or type Signer's name

Affix Seal

Signature of Witness

Print or type Witness's name



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:

NAME OF BIDDER:

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation as:

Name of MBE/WBE/DBE Subcontractor _____

Address _____

City _____ State _____ Zip _____

Please check all that apply:

Minority Business Enterprise (MBE) _____

Women Business Enterprise (WBE) _____

Disadvantaged Business Enterprise (DBE) _____

The MBE /WBE /DBE status of the above named subcontractor is certified by the North Carolina Department of Transportation. The above named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the "attached" MBE/WBE/DBE Commitment Items sheet. Amount \$ _____

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

Affirmation

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

Name of MBE/ WBE/ DBE Subcontractor

Name of Bidder

Signature / Title

Signature / Title

Date

Date

**State of North Carolina
Department of Transportation
Subcontractor Payment Information**

Submit with Invoice To: District 3 Office
North Carolina Department of Transportation
1031 E. Gaston Street
Lincolnton, NC 28092

Firm Invoice No. Reference _____
 NCDOT PO / Contract Number _____
 WBS No. (State Project No.) _____
 Date of Invoice _____
 Signed _____

| Invoice Line Item Reference | Payer Name | Payer Federal Tax Id | Subcontractor / Subconsultant/ Material Supplier Name | Subcontractor / Subconsultant / Material Supplier Federal Tax Id | Amount Paid To Subcontractor / Subconsultant / Material Supplier This Invoice | Date Paid To Subcontractor / Subconsultant / Material Supplier This Invoice |
|---|------------|-------------------------|--|---|---|---|
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| Total Amount Paid to Subcontractor Firms | | | | | \$ _____ | |

NOTE: - These documents are scanned into our Fiscal program. Please do not highlight or shade the figures.

I certify that this information accurately reflects actual payments made and the dates the payments were made to Subcontractors/
Subconsultants/Material Suppliers on the above referenced project.

Signature _____

Title _____

North Carolina Department of Transportation BID FORM

WBS ELEMENT(S): 45342.3.FR11

DESCRIPTION: Guardrail installation and removal along NC 150
 COUNTY: Catawba

| ITEM | SECT | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT BID |
|------|------|--|----------|------|------------|------------|
| 1 | 800 | Mobilization | 1 | LS | | |
| 2 | SP | Remove Existing Guardrail | 6800 | LF | | |
| 3 | 862 | Steel Beam Guardrail | 6125 | LF | | |
| 4 | 862 | Guardrail Anchor Unit, Type 350 | 15 | EA | | |
| 5 | 862 | Extra Length Guardrail Posts | 175 | EA | | |
| 6 | 862 | 20" Tubular Triple Corr Steel Beam Guardrail | 4992 | LF | | |
| 7 | 862 | W-TR Steel Beam GR Trans Section | 20 | EA | | |
| 8 | 862 | 20" Triple Corr Steel Beam Guardrail | 260 | LF | | |
| 9 | SP | Traffic Control | 1 | LS | | |
| 10 | 1413 | Portable Lighting | 1 | LS | | |

NOTE: CONTRACT QUANTITIES ARE APPROXIMATE AND USED FOR DETERMINING THE LOWEST RESPONSIBLE BIDDER ONLY. NO MINIMUM OR MAXIMUM AMOUNT OF WORK IS GUARANTEED UNDER THIS CONTRACT.

TOTAL BID FOR PROJECT: _____

CONTRACTOR _____

ADDRESS _____

Federal Identification # _____ Contractors License # _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____

Corporate Seal

