

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
HIGHWAY DIVISION 4

## PROPOSAL

DATE AND TIME OF BID OPENING: MARCH 26, 2024 AT 2:00 PM

CONTRACT ID: DD00456

WBS ELEMENT NO.: 49532.3.1

FEDERAL AID NO.: STATE FUNDED

COUNTY: JOHNSTON COUNTY

TIP NO.: SS-6004AH

MILES: 0.0568

ROUTE NO.: US 701

LOCATION: BRIDGE NO. 500055 ON US 701 OVER HANNAH CREEK

TYPE OF WORK: BRIDGE PRESERVATION

**NOTICE:**

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

THIS IS A ROADWAY AND STRUCTURE PROJECT.

BID BOND IS REQUIRED.

---

NAME OF BIDDER

---

ADDRESS OF BIDDER

**PROPOSAL FOR THE CONSTRUCTION OF  
CONTRACT No. DD00456 IN JOHNSTON COUNTY, NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION,  
WILSON, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **DD00456**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with the *2024 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete Contract No. **DD00456** in **Johnston County**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2024* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

If the proposal is accepted and the award is made, the contract is valid only when signed either by the Contract Officer or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except over the signature of the said Contract Officer or Division Engineer.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity of an item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for the contract.

Accompanying this bid is a bid bond secured by a corporate surety, or certified check payable to the order of the Department of Transportation, for five percent of the total bid price, which deposit is to be forfeited as liquidated damages in case this bid is accepted and the Bidder shall fail to provide the required payment and performance bonds with the Department of Transportation, under the condition of this proposal, within 14 calendar days after the written notice of award is received by him, as provided in the *Standard Specifications*; otherwise said deposit will be returned to the Bidder.

## TABLE OF CONTENTS

### **COVER SHEET PROPOSAL SHEET**

### **PROJECT SPECIAL PROVISIONS**

BOND REQUIREMENTS: .....	G-1
NOTE TO CONTRACTOR: .....	G-1
CONTRACT TIME AND LIQUIDATED DAMAGES (No Permits): .....	G-1
INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES: .....	G-2
NO MAJOR CONTRACT ITEMS:.....	G-3
NO SPECIALTY ITEMS: .....	G-3
FUEL PRICE ADJUSTMENT:.....	G-3
MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (DIVISIONS):.....	G-4
RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:.....	G-19
USE OF UNMANNED AIRCRAFT SYSTEM (UAS): .....	G-19
EQUIPMENT IDLING GUIDELINES:.....	G-20
OUTSOURCING OUTSIDE THE USA:.....	G-21
ROADWAY.....	R-1

### **UNIT PROJECT SPECIAL PROVISIONS**

TRAFFIC CONTROL .....	TC-1
STRUCTURES.....	BP-1

### **STANDARD SPECIAL PROVISIONS**

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS .....	SSP-1
ERRATA.....	SSP-2
PLANT AND PEST QUARANTINES .....	SSP-3
MINIMUM WAGES .....	SSP-4
TITLE VI AND NONDISCRIMINATION: .....	SSP-5
ON-THE-JOB TRAINING.....	SSP-14

### **PROPOSAL ITEM SHEET AND SIGNATURE SHEET**

## **INSTRUCTIONS TO BIDDERS**

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

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

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

Bidders that bid electronically on Raleigh Central-Let projects will need a separate Digital Signature from the approved electronic bidding provider for Division Contracts.

#### **ELECTRONIC ON-LINE BID:**

1. Download entire proposal from Connect NCDOT website. Download the electronic submittal file from the approved electronic bidding provider website.
2. In accordance with Article 102-3 of the Standard Specifications, registration on the Interested Parties List is required unless SP1 G02 Interested Parties List Not Required provision is included in the proposal.
3. Prepare and submit the electronic submittal file using the approved electronic bidding provider software.
4. Electronic bidding software necessary for electronic bid preparation may be downloaded from the Bid Express website following the directions at: <https://connect.ncdot.gov/letting/Pages/Electronic-Bidding.aspx>.
5. Questions should be emailed 7 calendar days prior to the bid opening to **Vickie P. Gardner** at **vpgardner@ncdot.gov**. Contact with any other NCDOT personnel concerning this project is strictly prohibited, unless otherwise noted, and may result in bids being considered non-responsive.

**PROJECT SPECIAL PROVISIONS****GENERAL****BOND REQUIREMENTS:**

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

102-8, 102-10

SPD 01-420A

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

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

**NOTE TO CONTRACTOR:**

The contractor is expected to complete all required work of the contract while maintaining traffic on US 701 utilizing lane closures and flagging operations. All work, with the exception of final asphalt pavement and pavement markings, shall be completed in one lane before beginning work in the other lane.

A lane shall not be re-opened to traffic until the bridge deck overlay is placed and cured in that lane. Traffic will be allowed to travel on the milled asphalt surface beyond each end of the bridge.

*Portable Lighting* is included in the contract in the event the bridge rehab work necessary to reopen a lane of travel extends beyond daylight hours.

The limits of incidental milling are as depicted in the plan view shown on plan sheet S1-6. Please note that there is an estimated 4 inches +/- of asphalt wearing surface to be removed from the bridge deck; therefore, the incidental milling shall be variable depth and grade to provide a smooth transition between the roadway approach and finished bridge deck.

Payment for milling of existing asphalt wearing surface from the bridge deck (fill face to fill face) is included in the price bid for Scarifying Bridge Deck.

**CONTRACT TIME AND LIQUIDATED DAMAGES (No Permits):**

(7-1-95) (Rev. 5-16-23)

108

SP1 G07 B

The date of availability for this contract is the date the Contractor begins work but not before **May 6, 2024** or later than **June 10, 2024**.

The completion date for this contract is the date that is **Fifteen (15)** consecutive calendar days after and including the date of availability.

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

The liquidated damages for this contract are **Seven Hundred Dollars (\$700.00)** per calendar day. At the preconstruction conference the Contractor shall declare his expected date for beginning work. Should the Contractor desire to revise this date after the preconstruction conference, he shall notify the Engineer in writing at least thirty (30) days prior to the revised date.

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

(2-20-07)

108

SP1 G14 B

The Contractor shall not narrow or close a lane of traffic on **US 701 OR STEWART ROAD**, detain and /or alter the traffic flow on or during holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

**HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS**

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

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

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

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

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

**NO MAJOR CONTRACT ITEMS:**

(2-19-02) (Rev. 8-21-07)

104

SP1 G31

None of the items included in this contract will be major items.

**NO SPECIALTY ITEMS:**

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

108-6

SP1 G34

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

**FUEL PRICE ADJUSTMENT:**

(11-15-05)(Rev. 1-16-24)

109-8

SP1 G43

**Page 1-82, Article 109-8, FUEL PRICE ADJUSTMENTS**, add the following:

The base index price for DIESEL #2 FUEL is **\$2.7196** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

<b>Description</b>	<b>Units</b>	<b>Fuel Usage Factor Diesel</b>
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Sub-Ballast	Gal/Ton	0.55
Erosion Control Stone	Gal/Ton	0.55
Rip Rap, Class	Gal/Ton	0.55
Asphalt Concrete Base Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Intermediate Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Open-Graded Asphalt Friction Course	Gal/Ton	0.90 or 2.90
Permeable Asphalt Drainage Course, Type _____	Gal/Ton	0.90 or 2.90
Sand Asphalt Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Ultra-thin Bonded Wearing Course	Gal/Ton	0.90 or 2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
> 11" Portland Cement Concrete Pavement	Gal/SY	0.327
Concrete Shoulders Adjacent to > 11" Pavement	Gal/SY	0.327
9" to 11" Portland Cement Concrete Pavement	Gal/SY	0.272
Concrete Shoulders Adjacent to 9" to 11" Pavement	Gal/SY	0.272
< 9" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to < 9" Pavement	Gal/SY	0.245

For the asphalt items noted in the chart as eligible for fuel adjustments, the bidder may include the *Fuel Usage Factor Adjustment Form* with their bid submission if they elect to use the fuel usage factor. The *Fuel Usage Factor Adjustment Form* is found at the following link:

<https://connect.ncdot.gov/letting/LetCentral/Fuel%20Usage%20Factor%20Adjustment%20Form%20-%20Starting%20Nov%202022%20Lettings.pdf>

Select either 2.90 Gal/Ton fuel factor or 0.90 Gal/Ton fuel factor for each asphalt line item on the *Fuel Usage Factor Adjustment Form*. The selected fuel factor for each asphalt item will remain in effect for the duration of the contract.

Failure to complete the *Fuel Usage Factor Adjustment Form* will result in using 2.90 gallons per ton as the Fuel Usage Factor for Diesel for the asphalt items noted above. The contractor will not be permitted to change the Fuel Usage Factor after the bids are submitted.

**MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (DIVISIONS):**

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

102-15(J)

SP1 G67

**Description**

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

**Definitions**

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

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

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

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

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

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

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

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



*Regular Dealer* - A firm that owns, 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.

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

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

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

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

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

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

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

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

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

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

JC-1 *Joint Check Notification Form* - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf>

*Letter of Intent* - Form signed by the Contractor and the MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE for the estimated amount (based on quantities and unit prices) listed at the time of bid.

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

*Listing of MBE and WBE Subcontractors Form* - Form for entering MBE/WBE subcontractors on a project that will meet the Combined MBE/WBE goal. This form is for paper bids only.

[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20\(State\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20(State).docx)

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

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

### **Combined MBE/WBE Goal**

The Combined MBE/WBE Goal for this project is **0.0%**

The Combined Goal was established utilizing the following anticipated participation for Minority Business Enterprises and Women Business Enterprises:

(A) Minority Business Enterprises **0.0%**

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

(B) Women Business Enterprises **0.0%**

- (1) *If the anticipated WBE participation is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that WBEs participate in at least the percent of the contract as set forth above.

- (2) *If the anticipated WBE participation is zero*, the Contractor shall make an effort to recruit and use WBEs during the performance of the contract. Any WBE participation obtained shall be reported to the Department.

The Bidder is required to submit only participation to meet the Combined MBE/WBE Goal. The Combined Goal may be met by submitting all MBE participation, all WBE participation, or a combination of MBE and WBE participation.

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

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

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

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

### **Listing of MBE/WBE Subcontractors**

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

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

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

- (1) Submit the names and addresses of MBE and WBE firms identified to participate in the contract. If the bidder uses the updated listing of MBE and WBE firms shown in the electronic submittal file, the bidder may use the dropdown menu to access the name and address of the firms.
- (2) Submit the contract line numbers of work to be performed by each MBE and WBE firm. When no figures or firms are entered, the bidder will be considered to have no MBE or WBE participation.
- (3) The bidder shall be responsible for ensuring that the MBE and WBE are certified at the time of bid by checking the Directory of Transportation Firms. If the firm is

not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the Combined MBE/WBE goal.

(B) Paper Bids

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

**MBE or WBE Prime Contractor**

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

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

**Written Documentation – Letter of Intent**

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

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

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

**Banking MBE/WBE Credit**

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

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

**Submission of Good Faith Effort**

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

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

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of MBE/WBE quotations shall be a part of the good faith effort

submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

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

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs that are also prequalified subcontractors. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the Combined MBE/WBE goal will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - (2) Negotiate with subcontractors to assume part of the responsibility to meet the advertised goal when the work to be sublet includes potential for MBE/WBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).
- (C) Providing interested certified MBEs/WBEs that are also prequalified subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D)
  - (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered;

a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.

- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as the advertised goal into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the advertised goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at [BOWD@ncdot.gov](mailto:BOWD@ncdot.gov) to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the advertised goal.

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

- (1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the Combined MBE/WBE goal.
- (2) The bidders' past performance in meeting the contract goal.
- (3) The performance of other bidders in meeting the advertised goal. For example, when the apparent successful bidder fails to meet the goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the

apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the advertised goal, but meets or exceeds the average MBE and WBE participation obtained by other bidders, the Department may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

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

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

The Engineer will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the Engineer. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

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

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

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

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

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

#### **(C) Subcontracts (Non-Trucking)**

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



responsible for meeting the individual MBE or WBE breakdown. If a MBE or WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or WBE is not performing a commercially useful function.

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

### **Commercially Useful Function**

(A) MBE/WBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially

useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE/WBE credit claimed for its performance of the work, and any other relevant factors. If it is determined that a MBE or WBE is not performing a Commercially Useful Function, the contractor may present evidence to rebut this presumption to the Department.

(B) MBE/WBE Utilization in Trucking

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

- (1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the Combined MBE/WBE goal.
- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the participation breakdown. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime responsible for meeting the individual MBE or WBE participation breakdown.
- (5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract.

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

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

### **MBE/WBE Replacement**

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

The Contractor must give notice in writing both by certified mail and email to the MBE/WBE subcontractor, with a copy to the Engineer of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the MBE/WBE subcontractor five (5) business days to respond to the Contractor's Notice of Intent to Request Termination and/or Substitution. If the MBE/WBE subcontractor objects to the intended termination/substitution, the MBE/WBE, within five (5) business days must advise the Contractor and the Department of the reasons why the action should not be approved. The five-day notice period shall begin on the next business day after written notice is provided to the MBE/WBE subcontractor.

A committed MBE/WBE subcontractor may only be terminated after receiving the Department's written approval based upon a finding of good cause for the proposed termination and/or substitution. For purposes of this section, good cause shall include the following circumstances:

- (a) The listed MBE/WBE subcontractor fails or refuses to execute a written contract;
- (b) The listed MBE/WBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the MBE/WBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (c) The listed MBE/WBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;

- (d) The listed MBE/WBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (e) The listed MBE/WBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (f) The listed MBE/WBE subcontractor is not a responsible contractor;
- (g) The listed MBE/WBE voluntarily withdraws from the project and provides written notice of withdrawal;
- (h) The listed MBE/WBE is ineligible to receive MBE/WBE credit for the type of work required;
- (i) A MBE/WBE owner dies or becomes disabled with the result that the listed MBE/WBE contractor is unable to complete its work on the contract;
- (j) Other documented good cause that compels the termination of the MBE/WBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a MBE/WBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the MBE/WBE contractor was engaged or so that the prime contractor can substitute another MBE/WBE or non-MBE/WBE contractor after contract award.

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

(A) Performance Related Replacement

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

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

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

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

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

### **Changes in the Work**

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

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

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

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

### **Reports and Documentation**

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

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

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

### **Reporting Minority and Women Business Enterprise Participation**

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

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

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

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

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

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

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

### **Failure to Meet Contract Requirements**

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

### **RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:**

(11-17-20)

SP01 G090

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

### **USE OF UNMANNED AIRCRAFT SYSTEM (UAS):**

(8-20-19)

SP1 G092

The Contractor shall adhere to all Federal, State and Local regulations and guidelines for the use of Unmanned Aircraft Systems (UAS). This includes but is not limited to US 14 CFR Part 107 *Small UAS Rule*, NC GS 15A-300.2 *Regulation of launch and recovery sites*, NC GS 63-95 *Training required for the operation of unmanned aircraft systems*, NC GS 63-96 *Permit required for commercial operation of unmanned aircraft system*, and NCDOT UAS Policy. The required operator certifications include possessing a current Federal Aviation Administration (FAA) Remote Pilot Certificate, a NC UAS Operator Permit as well as operating a UAS registered with the FAA.

Prior to beginning operations, the Contractor shall complete the NCDOT UAS – Flight Operation Approval Form and submit it to the Engineer for approval. All UAS operations shall be approved by the Engineer prior to beginning the operations.

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

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

**EQUIPMENT IDLING GUIDELINES:**

(1-19-21)

107

SP1 G096

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

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

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

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

**TWELVE MONTH GUARANTEE:**

(7-15-03)

108

SP1 G145

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



manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

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

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

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

**OUTSOURCING OUTSIDE THE USA:**

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

SP1 G150

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

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

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

**PROJECT SPECIAL PROVISIONS****ROADWAY****BURNING RESTRICTIONS:**

(7-1-95)

200, 210, 215

SP2 R05

Open burning is not permitted on any portion of the right-of-way limits established for this project. Do not burn the clearing, grubbing or demolition debris designated for disposal and generated from the project at locations within the project limits, off the project limits or at any waste or borrow sites in this county. Dispose of the clearing, grubbing and demolition debris by means other than burning, according to state or local rules and regulations.

**SHOULDER WEDGE:**

(9-20-11)(Rev. 1-16-24)

610

SP6 R03R

Revise the *Standard Specifications* as follows:

**Page 6-21, Article 610-8, SPREADING AND FINISHING**, add the following after line 40:

Attach a device, mounted on screed of paving equipment, capable of constructing a shoulder wedge with an angle of 30 degrees plus or minus 4 degrees along the outside edge of the roadway, measured from the horizontal plane in place after final compaction on the final surface course. Use an approved mechanical device which will form the asphalt mixture to produce a wedge with uniform texture, shape and density while automatically adjusting to varying heights.

Payment for use of this device will be incidental to the other pay items in the contract.

**PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:**

(11-21-00)(Rev. 1-16-24)

620

SP6 R25

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

The base price index for asphalt binder for plant mix is **\$583.75** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **February 1, 2024**.

**FINAL SURFACE TESTING NOT REQUIRED:**

(5-18-04) (Rev. 2-16-16)

610

SP6 R45

Final surface testing is not required on this project in accordance with Section 610-13, *Final Surface Testing and Acceptance*.

**CONES:**

(3-19-24)

1135

SP11 R35

Revise the *Standard Specifications* as follows:

**Page 11-11, Article 1135-3 CONSTRUCTION METHODS, lines 19-20,** delete the third sentence of the first paragraph, “Do not use cones in the upstream taper of lane or shoulder closures for multi-lane roadways.”.

**WORK ZONE TRAFFIC CONTROL  
Project Special Provisions**

**LUMP SUM PAYMENT FOR TRAFFIC CONTROL:**

(02/06/2013)

LS-TC

The Contractor shall maintain traffic on US 701 during construction and shall provide, install and maintain all traffic control devices as shown in the *Roadway Standard Drawings* or as directed by the Engineer. **Special attention shall be given to RSD 1101.02 Sheet 1, General Note 8, due to the presence of an all-way stop intersection (US 701 at Stewart Road) that will be affected by the bridge rehab operations.**

The lump sum price bid for traffic control shall include but not be limited to **Signs (portable, stationary, or barricade), which includes detour signing, Changeable Message Signs (CMS), Flashing Arrow Boards (FAB), Pilot Vehicle, Flaggers, Barricades, Cones, Skinny Drums and Drums** and all labor, tools, equipment and incidentals necessary to furnish, install, maintain and remove traffic control devices when no longer required.

**Basis of Payment**

Partial payments will be made on each payment estimate based on the following: Fifty percent of the contract lump sum price bid will be paid on the first monthly estimate and the remaining 50% of the contract lump sum price bid will be paid on each subsequent estimate based on the percent of the project completed.

Payment will be made under:

**Pay Item**  
Temporary Traffic Control

**Pay Unit**  
Lump Sum



**Project Special Provisions  
Structures  
Table of Contents**

<b>Special Provision</b>		<b>Page</b>
Scope of Work		BP-2
Submittal of Working Drawings	(11-30-23)	BP-2
Falsework and Formwork	(11-30-23)	BP-8
Crane Safety	(6-20-19)	BP-14
Grout for Structures	(12-1-17)	BP-15
Overlay Surface Preparation for Polymer Concrete	(8-8-22)	BP-16
Polymer Concrete Bridge Deck Overlay	(8-8-22)	BP-22
Pourable Silicone Joint Sealant	(SPECIAL)	BP-35
Volumetric Mixer	(11-30-23)	BP-37



DocuSigned by:  
*Aster Abraha*  
DDA094AED5104FD...  
02/16/2024

**STRUCTURE PROJECT SPECIAL PROVISIONS****SCOPE OF WORK**

This work shall consist of furnishing all labor, equipment, and materials to overlay the existing bridge deck with Polymer Concrete, as directed in the plans. Work includes portable lighting; existing superstructure bridge deck surface preparation; overlaying the prepared bridge decks with Polymer Concrete (PC); existing joint removal and reconstruction; installation of Silicone joints; disposal of demolition and waste material; seeding and mulching all grassed areas disturbed; and all incidental items necessary to complete the project as specified and shown on the plans. No separate measurement or payment will be made for seeding, mulching or any measures required to control erosion or prevent off-site sedimentation. The cost of this work shall be included in the lump sum price bid for Mobilization. All pavement marking will be performed by the NCDOT.

Work will be performed on the existing bridge at the following locations in Johnston County:

1. Bridge #500055 – US 701 over Hannah Creek

The contractor shall provide all necessary access; underdeck platforms, scaffolding, ladders, etc.; provide all traffic control; provide all staging areas, material storage, waste disposal; provide environmental controls to limit loss of materials from sawing equipment, and chipping equipment; and all else necessary to complete the work.

The contractor shall be responsible for fulfilling all requirements of the NCDOT Standard Specifications for Roads and Structures dated January 2024, except as otherwise specified herein.

**SUBMITTAL OF WORKING DRAWINGS****(11-30-23)****GENERAL**

Submit working drawings in accordance with Article 105-2 of the *Standard Specifications* and this Special Provision. For this Special Provision, “submittals” refers to only those listed in this Special Provision. The list of submittals contained herein does not represent a list of required submittals for the project. Submittals are only necessary for those items as required by the contract. Make submittals that are not specifically noted in this provision directly to the Engineer. Either the Structures Management Unit or the Geotechnical Engineering Unit or both units will jointly review submittals.

If a submittal contains variations from plan details or specifications or significantly affects project cost, field construction or operations, discuss the submittal with and submit all copies to the Engineer. State the reason for the proposed variation in the submittal. To minimize review time, make sure all submittals are complete when initially submitted. Provide a contact name and information with each submittal. Direct any questions regarding submittal requirements to the

Engineer, Structures Management Unit contacts or the Geotechnical Engineering Unit contacts noted below.

To facilitate in-plant inspection by NCDOT and approval of working drawings, provide the name, address and telephone number of the facility where fabrication will actually be done if different than shown on the title block of the submitted working drawings. This includes, but is not limited to, precast concrete items, prestressed concrete items and fabricated steel or aluminum items.

#### **ADDRESSES AND CONTACTS**

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

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

Via US mail:

Mr. B. C. Hanks, P. E.  
State Structures Engineer  
North Carolina Department  
of Transportation  
Structures Management Unit  
1581 Mail Service Center  
Raleigh, NC 27699-1581

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

Via other delivery service:

Mr. B. C. Hanks, P. E.  
State Structures Engineer  
North Carolina Department  
of Transportation  
Structures Management Unit  
1000 Birch Ridge Drive  
Raleigh, NC 27610

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

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

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

Via Email: [EastGeotechnicalSubmittal@ncdot.gov](mailto:EastGeotechnicalSubmittal@ncdot.gov)

Via US mail:

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

Via other delivery service:

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

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

Via Email: [WestGeotechnicalSubmittal@ncdot.gov](mailto:WestGeotechnicalSubmittal@ncdot.gov)

Via US mail or other delivery service:

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

The status of the review of structure-related submittals sent to the Structures Management Unit can be viewed from the Unit’s website, via the “[Drawing Submittal Status](#)” link.

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

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

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

Secondary Structures Contacts: Emmanuel Omile (919) 707 – 6451  
[eomile@ncdot.gov](mailto:eomile@ncdot.gov)

Madonna Rorie (919) 707 – 6508  
[mrorie@ncdot.gov](mailto:mrorie@ncdot.gov)

Eastern Regional Geotechnical Contact (Divisions 1-7):  
Thomas Santee (919) 920-8901  
[tgsantee@ncdot.gov](mailto:tgsantee@ncdot.gov)

Western Regional Geotechnical Contact (Divisions 8-14):  
Eric Williams (704) 455 – 8902  
[ewilliams3@ncdot.gov](mailto:ewilliams3@ncdot.gov)

## **SUBMITTAL COPIES**

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

The first table below covers “Structure Submittals.” The Engineer will receive review comments and drawing markups for these submittals from the Structures Management Unit. The second table



in this section covers “Geotechnical Submittals.” The Engineer will receive review comments and drawing markups for these submittals from the Geotechnical Engineering Unit.

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

**STRUCTURE SUBMITTALS**

<b>Submittal</b>	<b>Submittal Required by Structures Management Unit?</b>	<b>Submittal Required by Geotechnical Engineering Unit?</b>	<b>Contract Reference Requiring Submittal <sup>1</sup></b>
Arch Culvert Falsework	Y	N	Plan Note, SN Sheet & “Falsework and Formwork”
Box Culvert Falsework <sup>7</sup>	Y	N	Plan Note, SN Sheet & “Falsework and Formwork”
Cofferdams	Y	Y	Article 410-4
Foam Joint Seals <sup>6</sup>	Y	N	“Foam Joint Seals”
Expansion Joint Seals (hold down plate type with base angle)	Y	N	“Expansion Joint Seals”
Expansion Joint Seals (modular)	Y	N	“Modular Expansion Joint Seals”
Expansion Joint Seals (strip seals)	Y	N	“Strip Seal Expansion Joints”
Falsework & Forms <sup>2</sup> (substructure)	Y	N	Article 420-3 & “Falsework and Formwork”
Falsework & Forms (superstructure)	Y	N	Article 420-3 & “Falsework and Formwork”
Girder Erection over Railroad	Y	N	Railroad Provisions
Maintenance and Protection of Traffic Beneath Proposed Structure	Y	N	“Maintenance and Protection of Traffic Beneath Proposed Structure at Station ____”
Metal Bridge Railing	Y	N	Plan Note

SS-6004AH

## BP-6

Johnston County

Metal Stay-in-Place Forms	Y	N	Article 420-3
Metalwork for Elastomeric Bearings <sup>4,5</sup>	Y	N	Article 1072-8
Miscellaneous Metalwork <sup>4,5</sup>	Y	N	Article 1072-8
Disc Bearings <sup>4</sup>	Y	N	“Disc Bearings”
Overhead and Digital Message Signs (DMS) (metalwork and foundations)	Y	N	Applicable Provisions
Placement of Equipment on Structures (cranes, etc.)	Y	N	Article 420-20
Prestressed Concrete Box Beam (detensioning sequences) <sup>3</sup>	Y	N	Article 1078-11
Precast Concrete Box Culverts	Y	N	“Optional Precast Reinforced Concrete Box Culvert at Station ____”
Prestressed Concrete Cored Slab (detensioning sequences) <sup>3</sup>	Y	N	Article 1078-11
Prestressed Concrete Deck Panels	Y	N	Article 420-3
Prestressed Concrete Girder (strand elongation and detensioning sequences)	Y	N	Articles 1078-8 and 1078-11
Removal of Existing Structure over Railroad	Y	N	Railroad Provisions
<hr/>			
Revised Bridge Deck Plans (adaptation to prestressed deck panels)	Y	N	Article 420-3
Revised Bridge Deck Plans (adaptation to modular expansion joint seals)	Y	N	“Modular Expansion Joint Seals”
Sound Barrier Wall (precast items)	Y	N	Article 1077-2 & “Sound Barrier Wall”
Sound Barrier Wall Steel Fabrication Plans <sup>5</sup>	Y	N	Article 1072-8 & “Sound Barrier Wall”
Structural Steel <sup>4</sup>	Y	N	Article 1072-8

Temporary Detour Structures	Y	Y	Article 400-3 & “Construction, Maintenance and Removal of Temporary Structure at Station ____”
TFE Expansion Bearings <sup>4</sup>	Y	N	Article 1072-8

**FOOTNOTES**

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

**GEOTECHNICAL SUBMITTALS**

<b>Submittal</b>	<b>Submittals Required by Geotechnical Engineering Unit</b>	<b>Submittals Required by Structures Management Unit</b>	<b>Contract Reference Requiring Submittal <sup>1</sup></b>
Drilled Pier Construction Plans <sup>2</sup>	Y	N	Subarticle 411-3(A)
Crosshole Sonic Logging (CSL) Reports <sup>2</sup>	Y	N	Subarticle 411-5(A)(2)
Pile Driving Equipment Data Forms <sup>2,3</sup>	Y	N	Subarticle 450-3(D)(2)

Pile Driving Analyzer (PDA) Reports <sup>2</sup>	Y	N	Subarticle 450-3(F)(3)
Retaining Walls <sup>4</sup>	Y; drawings and calculations	Y; drawings	Applicable Provisions
Temporary Shoring <sup>4</sup>	Y; drawings and calculations	Y; drawings	“Temporary Shoring” & “Temporary Soil Nail Walls”

#### FOOTNOTES

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

#### **FALSEWORK AND FORMWORK**

(11-30-23)

##### **GENERAL**

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

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

inclined support members. Where the term “temporary works” is used, it includes all of the temporary facilities used in bridge construction that do not become part of the permanent structure.

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

### **MATERIALS**

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

### **DESIGN REQUIREMENTS**

#### **(A) Working Drawings**

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

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

When concrete placement is involved, include data such as the drawings of proposed sequence, rate of placement, direction of placement, and location of all construction joints.

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

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

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

Member Type (PCG)	Member Depth, (inches)	Max. Overhang Width, (inches)	Max. Slab Edge Thickness, (inches)	Max. Screenshot Wheel Weight, (lbs.)	Bracket Min. Vertical Leg Extension, (inches)
II	36	39	14	2000	26
III	45	42	14	2000	35
IV	54	45	14	2000	44

MBT	63	51	12	2000	50
MBT	72	55	12	1700	48

Overhang width is measured from the centerline of the girder to the edge of the deck slab. For Type II, III & IV prestressed concrete girders (PCG), 45-degree cast-in-place half hangers and rods must have a minimum safe working load of 6,000 lbs.

For MBT prestressed concrete girders, 45-degree angle holes for falsework hanger rods shall be cast through the girder top flange and located, measuring along the top of the member, 1'-2 ½" from the edge of the top flange. Hanger hardware and rods must have a minimum safe working load of 6,000 lbs.

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

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

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

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

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

When staged construction of the bridge deck is required, detail falsework and forms for screed and fluid concrete loads to be independent of any previous deck pour components when the mid-span girder deflection due to deck weight is greater than ¾".

Note on the working drawings any anchorages, connectors, inserts, steel sleeves or other such devices used as part of the falsework or formwork that remains in the permanent structure. If the plan notes indicate that the structure contains the necessary corrosion protection required for a Corrosive Site, epoxy coat, galvanize or metalize these devices. Electroplating will not

be allowed. Any coating required by the Engineer will be considered incidental to the various pay items requiring temporary works.

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

(1) Wind Loads

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

**Table 2.2 - Wind Pressure Values**

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

(2) Time of Removal

The following requirements replace those of Article 3.4.8.2.

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

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

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

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



**(B) Review and Approval**

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

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

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

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

**CONSTRUCTION REQUIREMENTS**

All requirements of Section 420 of the *Standard Specifications* apply.

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

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

**(A) Maintenance and Inspection**

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

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

**(B) Foundations**

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

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

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

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

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

**REMOVAL**

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

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

**MEASUREMENT AND PAYMENT**

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

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

**CRANE SAFETY****(6-20-19)**

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

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

**CRANE SAFETY SUBMITTAL LIST**

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

**GROUT FOR STRUCTURES****(12-1-17)****DESCRIPTION**

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

**MATERIAL REQUIREMENTS**

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

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

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

**SAMPLING AND PLACEMENT**

Place and maintain components in final position until grout placement is complete and accepted. Concrete surfaces to receive grout shall be free of defective concrete, laitance, oil,

grease and other foreign matter. Saturate concrete surfaces with clean water and remove excess water prior to placing grout.

#### **BASIS OF PAYMENT**

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

### **OVERLAY SURFACE PREPARATION FOR**

**(08-08-22)**

### **POLYMER CONCRETE**

#### **GENERAL**

This Special Provision addresses the surface preparation activities required prior to the placement of polymer concrete (PC). Unless specifically mentioned below, all requirements specified for the bridge deck are also required for the approach slabs.

Work includes: removal of unsound and sound bridge deck concrete and existing patches in deck repair areas; preparation of repair areas prior to placement of PC bridge deck repair material; bridge deck surface preparation prior to placement of PC overlay; and any incidentals necessary to prepare the bridge deck for placement of PC repair material or PC overlay, as specified or as shown on the plans.

#### **DEFINITIONS**

Scarification shall consist of the removal of any asphalt wearing surface and concrete surface to the uniform depth and limits shown on the plans.

Shotblasting shall consist of steel beads (or other materials as approved by the Engineer) “shot” out of a machine onto the bridge concrete deck concrete floor to remove soft or deteriorated concrete, and to clean the concrete deck surface for the application of the PC overlay. Contractor shall vary the speed of the shotblaster or make multiple passes, as necessary, to achieve the required surface preparation for the PC overlay. Areas inaccessible with shotblasting equipment may require surface preparation with sandblasting equipment and hand equipment.

#### **EQUIPMENT**

All equipment for cleaning the existing concrete surface and mixing and applying the overlay system shall be in accordance with the System Provider’s recommendations, as approved by the Engineer prior to commencement of any work:

- (A) Scarifying equipment that is a power-operated, mechanical grinder capable of removing a minimum depth of ¼” for each pass.
- (B) Shotblasting and sandblasting equipment to adequately prepare the bridge deck substrate, as required in this Special Provision. Provide equipment to supply oil-free and moisture-free compressed air for final surface preparation.
- (C) Equipment capable of sawing concrete to the specified plan depth.

(D) Power driven hand tools for removal of unsound concrete are required that meet the following requirements:

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

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

(E) Hand tools, such as hammers and chisels, for removal of final particles of unsound concrete.

(F) Self-propelled vacuum capable of picking up dust and other loose material from prepared deck surface.

(G) Equipment to supply oil-free and moisture-free compressed air for final surface preparation.

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

#### **MANAGEMENT AND DISPOSAL OF CONCRETE DEBRIS**

All concrete debris shall become the property of the Contractor. The contractor shall be responsible for disposing of all debris generated by scarification, shotblasting, sandblasting, and any other surface preparation operations, in compliance with applicable regulations concerning such disposal.

All costs associated with management and disposal of all debris shall be included in the payment of other items.

#### **OSP PLAN SUBMITTAL**

Prior to beginning surface preparation activities, the Contractor shall submit for review and approval the Overlay Surface Preparation (OSP) Plan. The OSP Plan shall detail the type of equipment that is intended to be used and the means by which the Contractor will achieve the following requirements:

(A) Estimate depth of reinforcing steel.

(B) Scarification of deck to depth required.

(C) Measure depth of scarification to show completed within limits.

(D) Measure depth of shotblasting to show completed within limits.

The OSP Plan shall also include a schedule showing lane closures with estimated amount of bridge deck to be scarified, anticipated areas of Class II/III to be repaired and PC to be placed within that lane closure time. The Contractor should assume that any surface that is scarified shall be covered with the proper PC overlay before traffic is returned to the bridge deck, unless otherwise approved by the Engineer. The Contractor may propose traffic to be allowed on scarified bridge deck surfaces provided that the surface and joints are found to be structurally sound after scarification and a smooth transition is provided at the leading and trailing ends and throughout the bridge surface. The duration between bridge deck scarification and PC placement shall be specified by the Engineer. The number of bridges, if any, that can be scarified in advance of PC placement shall be specified by the Engineer. Any additional approach work required to provide a smooth transition to the scarified surface before opening to traffic is incidental to the other items of work. The OSP plan shall clearly show the Contractor's intended plan and order of scarifying and placing PC on all bridges with associated timeframes. The OSP plan and associated scarification timeframes must be approved by the Engineer prior to starting any surface preparation operations.

**SURFACE PREPARATION**

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

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

During surface preparation, precaution shall be taken to assure that traffic is protected from rebound, dust, and construction activities. Appropriate shielding shall be provided as required and directed by the Engineer. During surface preparation, the Contractor shall provide suitable coverings, as needed to protect all exposed areas not to receive overlay, such as curbs, sidewalks, parapets, etc. All damage or defacement resulting from surface preparation shall be repaired to the Engineer's satisfaction at no additional cost to the Department.

(A) Sealing of Bridge Deck: Seal all expansion joints subject to run-off water from the scarification, shotblasting, and PC placement process with material approved by the Engineer, prior to beginning any demolition. The expansion joints shall remain sealed until it has been determined that water and materials from the scarification, shotblasting, and PC placement operations cannot be discharged through them any longer. Take all steps necessary to eliminate the flow of water or materials through the expansion joints, and any other locations water or materials could leak from the deck.

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

(B) Scarifying Bridge Deck: Remove any asphalt wearing surface from the bridge deck and scarify the concrete deck to remove the entire concrete surface of the deck to the uniform depth and limits shown on the plans.

It will be the Contractor's responsibility to determine amount of cover for the reinforcing steel. Use a pachometer or other approved device, as approved by Engineer, prior to scarification. Readings shall be read and recorded in the presence of the Engineer. Readings shall be recorded for each span at 1/5 points longitudinally and 1/3 points transversely. The cost for this work will be considered incidental to the cost of surface preparation of the bridge deck.

**Estimated average cover to top mat:****Bridge Number 500055: 1 3/8" +/- 1/4"**

The above top mat cover dimensions are an estimate based on the best available information. Calibrate scarifying equipment in order to avoid damaging the reinforcing steel in the bridge floor or the approach slab. Care shall be taken not to cut, stretch, or damage any exposed reinforcing steel. If reinforcing bars or bridge drainage devices are pulled up or snagged during scarification operations, cease work and consult with the Engineer to determine any necessary adjustments to the roto-milling operation.

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

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

Regardless of the method of removal, the removal operation shall be stopped if it is determined that sound concrete is being removed to a depth greater than required by the plans.

- (C) **Class II Surface Preparation (Partial Depth):** At locations specified on the plans or identified by the Engineer for Class II Surface Preparation, verify the depth of removal achieved by the scarification. Remove by additional scarification or chipping with hand tools all existing patches and unsound concrete. No additional payment will be made for Class II Surface Preparation depths achieved by the initial scarification.

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

Spalled or unsound areas of the deck not removed by scarification shall be removed to sound concrete at locations noted in the contract plans or as directed by the Engineer. Remove existing spalled or unsound areas of the bridge concrete deck by methods approved by the Engineer.

Provide a 1" deep saw cut around the perimeter of areas noted for bridge deck or patch removal. Remove, using the type of tools listed above, all concrete or patch material within the sawcut to a minimum depth of 1" and as necessary to remove unsound concrete. All loose and unsound concrete or patch material shall be removed.

Thoroughly clean the newly exposed surface to be free of all grease, oil, curing compounds, acids, dirt, or loose debris in accordance with this Special Provision.

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

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

- (D) **Class III Surface Preparation (Full Depth):** At locations specified on the plans or identified by the Engineer for Class III Surface Preparation, remove the concrete by chipping with hand tools the full depth of slab. Dispose of the removed concrete, clean, repair or replace damaged reinforcing steel and thoroughly clean the newly exposed surface. Care shall be taken not to cut, stretch, or damage any exposed reinforcing steel.

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

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

- (E) Preparation of Reinforcing Steel: Remove concrete without cutting or damaging existing steel unless otherwise noted in the plans. Clean, repair, or replace rusted or loose reinforcing steel. Damaged reinforcing steel, such as bars with nicks deeper than 20% of the bar diameter, shall be repaired or replaced. Reinforcing steel which has a cross section reduced to 75% or less shall be replaced with new reinforcing steel of similar cross section area. Replacement bars shall be Grade 60 and meet the material requirements of Section 1070 of the *Standard Specifications*.

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

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

Reinforcing steel exposed and satisfactorily cleaned and prepared will not require additional cleaning, if encased in concrete within seven (7) days. Rebar exposed for more than seven (7) days shall be satisfactorily cleaned and prepared, prior to placement of the new concrete. The satisfactory cleanliness and preparation of the reinforcing steel shall be determined by the Engineer.

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

- (F) Concrete Deck Repair: Repair and fill the Class II Surface Preparation areas of the existing bridge concrete deck prior to the final surface preparation and application of the PC overlay, at locations shown in the plans, or as determined by the Engineer, if necessary. Materials other than PC may be used for concrete deck repairs, but shall be approved by the PC System Provider's Technical Representative and shall be applied and prepared as required by the PC System Provider. For concrete deck repairs with PC:

- (1) Removal and surface preparation of the repair area shall be in accordance with and shall be paid for under pay items in this Special Provision.
- (2) Materials, equipment, placement, and finishing of PC used for concrete deck repairs shall meet the requirements of and shall be paid for under pay items in the Polymer Concrete Bridge Deck Overlay Special Provision.

PC repair material may be placed up to one (1) hour prior to overlay placement.

All repairs shall be placed and finished to match substrate deck grade prior to PC placement, in order to provide a uniform overlay thickness.

Concrete deck repairs with PC may be utilized as a stand-alone item where required on structures not to receive a PC overlay.

- (G) Surface Cleaning: The surface of concrete substrate and repaired areas shall be prepared for application of the overlay by shotblasting in order to remove all existing grease, slurry, oils, paint, dirt, striping, curing compound, rust, membrane, weak surface mortar, or any other



contaminants that could interfere with the proper adhesion of the overlay system. The final prepared surface shall adhere to the following requirements:

- (1) If expansion joints are not being replaced or have been replaced prior to shotblasting they shall be protected from damage from the shotblasting operation. Deck drains and areas of curb or railing above the proposed surface shall be protected from the shotblasting operation.
  - (2) The areas to receive overlay shall be cleaned by shotblasting, or abrasive sandblasting in the event that the shotblaster cannot access areas to be prepared. Do not begin shotblasting until all grinding or milling operations are completed. Cleaning shall not commence until all work involving the repair of the concrete deck surface has been completed and the deck is dry. All contaminants shall be picked up and stored in the vacuum unit and no dust shall be created during the blasting operation that will obstruct the view of motorists in adjacent roadways. The travel speed and/or number of passes of the shotblasting unit shall be adjusted, to result in all weak or loose surface mortar being removed, aggregates within the concrete being exposed, and open pores in the concrete exposed, as well as a visible change in the concrete color. Cleaned surfaces shall not be exposed to vehicular traffic unless approved by the Engineer. If the deck becomes contaminated before placing the overlay, the Contractor shall shotblast or abrasive sandblast the contaminated areas to the satisfaction of the Engineer at no additional cost to the Department.
  - (3) Prior to the overlay placement, any loose particles shall be removed by magnets, oil free compressed air, and vacuuming, such that no trapped particles remain. Power washing will not be allowed.
  - (4) The areas to be overlaid shall be blown off with oil and moisture free compressed air just prior to placement of the primer and shall be completely dry.
  - (5) Cleaning methods other than those detailed by specification may be suggested by the PC System Provider and approved by the Engineer.
  - (6) All steel surfaces that will be in contact with the PC overlay shall be cleaned in accordance with Structural Steel Paint Council (SSPC) Surface Preparation (SP) No. 10, Near-White Blast Cleaning, except that wet blasting methods shall not be allowed.
- (H) Safety: Provide a containment system for handling expected and unexpected blow through of the deck. The containment system shall retain runoff water and debris and protect the area under the bridge deck. The Contractor shall be responsible for any injury or damage caused by these operations. The containment system shall remain in place until the concrete has been cast and attained minimum strength.

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

#### **MEASUREMENT AND PAYMENT**

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

*Shotblasting Bridge Deck* will be measured and paid for at the contract unit price per square yard and will be full compensation for the shotblasting and necessary sandblasting and handwork to prepare the entire concrete bridge deck and approaches, and removal and disposal of all waste material generated.

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

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

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

Payment will be made under:

**Pay Item**

Scarifying Bridge Deck  
Shotblasting Bridge Deck  
Class II Surface Preparation  
Class III Surface Preparation

**Pay Unit**

Square Yard  
Square Yard  
Square Yard  
Square Yard

**POLYMER CONCRETE BRIDGE DECK OVERLAY**

**(08-08-22)**

**GENERAL**

This work consists of furnishing and placing a Polymer Concrete (PC) overlay system with a resin primer on concrete surfaces. The surface of the concrete shall be prepared, and the PC overlay system shall be applied in accordance with this Special Provision in conformity with the lines, grades, thickness, and typical cross-sections shown on the plans or as approved by the Engineer. Unless specifically mentioned below, all requirements specified for the bridge deck are also required for the approach slabs.

The Contractor shall select one of the PC overlay systems below:

- (A) Polyester Polymer Concrete (PPC) with a High Molecular Weight Methacrylate (HMWM) resin primer.
- (B) Epoxy Polymer Concrete (EPC) with an epoxy resin primer.

Work includes: placement of resin primer; placement of PC surface patching and/or overlay; and any incidentals necessary to complete the project as specified or as shown on the plans.

The System Provider is the manufacturer that will provide the PC system for the PC overlay. The System shall include the necessary and appropriate PC components, as well as the necessary and

appropriate resin primer components. Contractor shall not change System Provider during project, without approval from the Engineer.

### **QUALIFICATIONS AND SUBMITTALS**

The Contractor shall submit the following requested items and any other relevant documents at least two (2) weeks prior to the PC Overlay Pre-placement Conference. These submittals are for approval and shall be directed to the Engineer.

- (A) Overlay System: The Contractor shall submit two (2) copies of the System Provider's material information, written installation instructions, safety data sheets, and independent test results for approval.
- (B) System Provider Qualifications: The Contractor shall install an overlay system with all components provided through a single System Provider with documented experience successfully supplying at least five (5) PC overlay projects of similar size and scope installed within the past five (5) years. The Contractor shall submit documentation of the System Provider's project experience including the following:
- (1) Project Location.
  - (2) Owner Agency.
  - (3) Project construction date.
  - (4) Overlay quantities.
  - (5) Reference name and contact information for owner representative.
- (C) Contractor Qualifications: The Contractor shall submit documentation of successful projects placing structural concrete bridge decks, modified concrete bridge deck overlays, or PC overlay systems to finished grade using similar equipment as specified herein within the past five (5) years. A minimum of two (2) employees on site must have the equivalent work experience qualifications of the Contractor. The documentation of Contractors qualifications shall include the following:
- (1) Project Location.
  - (2) Owner Agency.
  - (3) Project construction date.
  - (4) Overlay quantities.
  - (5) Reference name and contact information for owner representative.
- (D) System Provider Technical Representative Qualifications: The System Provider Technical Representative shall be an employee of the PC overlay system manufacturer, have a minimum of five (5) successful PC overlay projects within the last five (5) years, and be completely competent in all aspects of the work, including surface preparation, mixing, placement, curing, and testing of the PC overlay system. The Technical Representative shall have experience on a minimum of five (5) successful projects of similar size and scope. The Contractor shall submit documentation of the System Provider Technical Representative's experience including the following:
- (1) Years of Experience with PC overlay systems
  - (2) Project location
  - (3) Project construction date
  - (4) Overlay quantities
  - (5) Reference name and contact information for owner representative

The Technical Representative shall be available on site, for a minimum of three (3) days per project, to give the installer advice and guidance on the installation of PC overlay systems. This includes, but is not limited to: deck concrete surface preparation, PC overlay materials, PC overlay application, PC overlay curing or any time there are questions or issues that may arise. The Technical Representative shall be on site for the first PC overlay placement and shall remain on site until the Engineer is satisfied with the PC overlay preparation, placement, and finishing operations.

(E) Overlay Placement Plan: The Contractor shall submit an Overlay Placement Plan that includes the following:

- (1) Schedule of overlay work and testing for each bridge.
- (2) Anticipated concrete deck repair locations and repair method.
- (3) Staging plan describing overlay placement sequence including:
  - (a) Construction joint locations. Longitudinal construction joints between passes shall be located along the centerline of travel lanes or edge of travel lanes.
  - (b) Sequence of placement.
  - (c) Placement widths.
  - (d) Anticipated placement lengths.
  - (e) Placement direction.
  - (f) Joint locations.
  - (g) Location of proposed trial overlay(s).
- (4) Description of equipment used for:
  - (a) Surface preparation including grinding and shotblasting.
  - (b) Applying resin primer.
  - (c) Measuring, mixing, placing, and finishing the PC overlay.
  - (d) Applying surface finish sand/fine aggregate.
- (5) Method of protecting and finishing inlets and bridge drains.
- (6) Method for isolating expansion joints.
- (7) Method for measuring and maintaining overlay thickness and profile.
- (8) Cure time for PC overlay.
- (9) Storage and handling of resin primer and PC overlay components.
- (10) Procedure for disposal of excess resin primer, PC overlay materials, and containers.
- (11) Procedure for cleanup of mixing and placement equipment.

(F) Equipment: The Contractor shall submit documentation of current certification that mixing equipment has been calibrated (Caltrans California test CT 109 or similar accepted). The Contractor shall submit a documented history of the use of the placement equipment to successfully place PC overlays on bridge projects for review and approval by the Engineer.

## **MATERIALS**

The Polymer Concrete shall consist of a resin binder and aggregate as specified below. It shall also include a compatible primer which when mixed with other specified ingredients and applied as specified herein, is capable of producing a Polymer Concrete meeting the requirements of this specification.

- (1) Verification. The Contractor shall submit a Certified Test Report from independent labs for all of the materials associated with the PC overlay in accordance with this Special Provision.

- (2) Packaging and Shipment. All components shall be shipped in strong, substantial containers, bearing the manufacturer’s label specifying batch/lot number, brand name, and quantity. If bulk resin is to be used, the contractor shall notify the Engineer in writing ten (10) working days prior to the delivery of the bulk resin to the job site. Bulk resin is any resin that is stored in containers in excess of 55 gallons.
- (3) Sampling. NCDOT reserves the right to retain and test samples of components of the PC overlay system. This includes requiring submittal of samples prior to the first installation or on-site sampling during construction.

Only use materials that are specified for the selected PC overlay system. Mixing materials from different PC overlay systems shall not be permitted.

(A) Polyester Polymer Concrete (PPC) materials shall consist of a polyester resin binder, a High Molecular Weight Methacrylate (HMWM) primer, and aggregate.

- (1) Polyester Resin Binder: Polyester resin binder shall have the following properties:
  - (a) Be an unsaturated isophthalic polyester-styrene co-polymer. The resin content shall be 12% +/-1% of the weight of the dry aggregate.
  - (b) Contain at least 1 percent by weight gamma-methacryloxypropyltrimethoxysilane, an organosilane ester silane coupler.
  - (c) Be used with a promoter that is compatible with suitable methyl ethyl ketone peroxide and cumene hydroperoxide initiators.
  - (d) Meet the required values for the material properties shown in Table 1, below.

Accelerators or inhibitors may be required to achieve proper setting time of PPC. They shall be used as recommended by the overlay System Provider.

**Table 1**  
**POLYESTER RESIN BINDER PROPERTIES (PPC ONLY)**  
**(Each lot sent to job shall be tested)**

<b>Property</b>	<b>Test Method</b>	<b>Requirement</b>
Viscosity*	ASTM D 2196	75 – 200 cps (RVT No.1 Spindle, 20 RPM at 77 °F)
Specific Gravity*	ASTM D 1475	1.05 to 1.10 at 77 °F
Elongation	ASTM D 638	35 percent, minimum Type I specimen, thickness 0.25 ± 0.03” at Rate = 0.45 inch/minute.
	ASTM D 618	Sample Conditioning: 18/25/50+5/70
Tensile Strength	ASTM D 638	2,500 psi, minimum Type I specimen, thickness 0.25 ± 0.03” at Rate = 0.45 inch/minute.
	ASTM D 618	Sample Conditioning: 18/25/50+5/70
* Test shall be performed before adding initiator.		

- (2) High Molecular Weight Methacrylate (HMWM) Primer: Primer for the substrate concrete surface shall be a wax-free, low odor, high molecular weight methacrylate primer, and consist of a resin, initiator, and promoter. The primer shall conform to requirements indicated in Table 2, below, and all components shall be supplied by the System Provider.

Initiator for the methacrylate resin shall consist of a metal drier and peroxide. If supplied separately from the resin, the metal drier shall not be mixed with the peroxide directly; a VIOLENT EXOTHERMIC REACTION will occur. The containers and measuring devices shall not be stored in a manner that allows leakage or spilling to contact the containers or materials of the other.

**Table 2**  
**HMWM PRIMER PROPERTIES (PPC ONLY)**  
**(Tested yearly)**

<b>Property</b>	<b>Test Method</b>	<b>Requirement</b>
Viscosity**	ASTM D 2196	25 cps maximum (Brookfield RVT with UL adapter, 50 RPM at 77 °F)
Volatile Content**	ASTM D 2369	30 percent, maximum
Specific Gravity**	ASTM D 1475	0.90 minimum at 77 °F
Flash Point	ASTM D 3278	180 °F minimum
Vapor Pressure**	ASTM D 323	1.0 mm Hg, maximum at 77 °F
PCC Saturated Surface-Dry Bond Strength (Adhesive)	California Test 551, part 5	700 psi, minimum at 24 hours and 70 ± 1°F (with PPC at 12% resin content by weight of the dry aggregate), primed surface
**Test shall be performed before initiator is added		

(B) Epoxy Polymer Concrete (EPC) materials shall consist of an epoxy resin binder/primer and aggregate.

- (1) Epoxy Resin Binder/Primer: Epoxy resin binder/primer shall have the following properties:
- Be a low viscosity epoxy resin. The resin content shall be 12% +/-1% of the weight of the dry aggregate.
  - Be 100% solids epoxy.
  - Be a two-part, low modulus epoxy resin.
  - Be moisture insensitive.
  - Meet the required values for the material properties shown in Table 3, below.

Accelerators or inhibitors may not be used to achieve proper setting time of EPC.

**Table 3**  
**EPOXY RESIN BINDER/PRIMER PROPERTIES (EPC ONLY)**  
**(Each lot sent to job shall be tested)**

<b>Property</b>	<b>Test Method</b>	<b>Requirement</b>
Viscosity	ASTM D 2196	75 – 150 cps (RVT No.1 Spindle, 20 RPM at 77 °F)
Specific Gravity	ASTM D 1475	1.05 to 1.08 at 77 °F

Elongation	ASTM D 638	35 percent, minimum Type I specimen, thickness 0.25 ± 0.03” at Rate = 0.45 inch/minute.
	ASTM D 618	Sample Conditioning: 18/25/50+5/70
Tensile Strength	ASTM D 638	2,800 psi, minimum Type I specimen, thickness 0.25 ± 0.03” at Rate = 0.45 inch/minute.
	ASTM D 618	Sample Conditioning: 18/25/50+5/70

(C) **Aggregates:** PC overlay aggregate shall be used for PPC and EPC and have the following properties:

- (1) No more than 45 percent crushed particles retained on the No. 8 sieve when tested in accordance with American Association of State Highway and Transportation Officials (AASHTO) Test Method T335.
- (2) Fine aggregate consists of natural sand only.
- (3) Weighted-average aggregate absorption of no more than 1.0 percent when tested under AASHTO Test Methods T84 and T85.
- (4) At the time of mixing with resin, have moisture content of not more than one-half (½) of the weighted-average aggregate absorption when tested under AASHTO Test Method T255.
- (5) Moh’s hardness of seven (7) or greater.
- (6) Comply with the requirements for the aggregate gradation indicated in Table 4, below:

**Table 4  
AGGREGATE GRADATION  
(Tested yearly)**

Sieve Size	Percent Passing
3/8”	100
No. 4	60-85
No. 8	55-65
No. 16	29-50
No. 30	16-36
No. 50	5-20
No. 100	0-7
No. 200	0-3

(D) **Sand/Fine Aggregate:** Sand or fine aggregate for an abrasive finish shall be used for PPC and EPC and have the following properties:

- (1) Commercial-quality blast sand/fine aggregate.

- (2) Not less than 95 percent pass the No. 8 sieve and not less than 95 percent retained on the No. 20 sieve when tested under AASHTO Test Method T27.
- (3) Shall be dry at the time of application.

(E) Composite system: The composite PC overlay system shall have the following properties indicated in Table 5, below:

**Table 5**  
**COMPOSITE PROPERTIES**  
**(Tested every 2 years)**

Property	Test Method	Requirement
PCC Saturated Surface Dry Bond Strength	CT 551	500 psi minimum at 24 hrs. and 70° F (without primer, at 12% resin content by weight of the dry aggregate, on Saturated Surface Dry Specimen)
Abrasion Resistance	CT 550	< 2g weight loss (at 12% resin content by weight of the dry aggregate)
Modulus of Elasticity	ASTM C 469	1,000,000 psi to 2,000,000 psi (at 12% resin content by weight of the dry aggregate)

#### CONSTRUCTION REQUIREMENTS

- (A) PC Overlay Pre-placement Conference: A Pre-placement Conference shall be held before any overlay operations begin. Attendees shall include representatives from all parties involved in the work. If necessary, teleconferencing of attendees may be approved by the Engineer.
- (B) PC Overlay Placement Notice: Contractor shall provide a minimum 48 hours notice to the Engineer, prior to placement of PC overlay on any structure.
- (C) Trial Application: Prior to constructing the overlay, one or more trial applications shall be placed on a previously constructed concrete base to demonstrate proper initial set time and the effectiveness of the mixing, placing, and finishing equipment proposed. The set time can be determined as the time elapsed from resin catalyzation until the in-place PC trial application cannot be deformed by pressing with a finger, indicating the resin binder is no longer in a liquid state. Each trial application shall be the planned paving width, at least ten (10) feet long, and have the same thickness as the specified overlay. Conditions during the construction of the trial application(s) and equipment used shall be similar to those to be used for construction of the overlay. The location of the trial application(s) shall be approved by the Engineer. Trial applications shall be properly disposed of off-site by the Contractor, if removal is necessary.

The number of trial applications required shall be as many as necessary for the Contractor to demonstrate the ability to construct an acceptable trial overlay section and competency to perform the work. However, the installer or proposed equipment/techniques may be rejected if not shown to be acceptable after three (3) trials.

Overlay direct tension bond testing shall be performed in accordance with Section (F)(1) of this Special Provision. Acceptable test results shall be achieved on a trial application before the installation may proceed.



(D) Equipment: All equipment for cleaning the existing concrete surface and mixing and applying the overlay system shall be in accordance with the System Provider's recommendations, as approved by the Engineer prior to commencement of any work.

(1) Surface Preparation Equipment: Provide appropriate scarifying, shotblasting, sandblasting and other equipment to adequately prepare the bridge deck substrate, as required in the Overlay Surface Preparation for Polymer Concrete Special Provision.

(2) Mixing Equipment: A continuous automated mixer shall be used for all PC overlay applications. The continuous mixer shall:

- (a) Employ an auger screw/chute device capable of sufficiently mixing catalyzed resin with dry aggregate.
- (b) Employ a plural component pumping system capable of handling binder resin and catalyst while maintaining proper ratios to achieve set/cure times within the specified limits. Catalyzed resin shall flow through a static mix tube for sufficient duration to completely mix the liquid system.
- (c) Be equipped with an automatic metering device that measures and records aggregate and resin volumes. Record volumes at least every five (5) minutes, including time and date. Submit recorded volumes at the end of the work shift to the Engineer.
- (d) Have a visible readout gage that displays volumes of aggregate and resin being recorded.
- (e) Produce a satisfactory mix consistently during the entire placement.

A portable mechanical mixer of appropriate size for proposed batches, as recommended by the System Provider and approved by the Engineer, may be used for all PC patching applications and for smaller area overlay applications if approved by the Engineer.

(3) Finishing Equipment: Finishing may be accomplished with a Self-Propelled Slip-Form Paving Machine or Vibratory Screed.

(a) Self-Propelled Slip-Form Paving Machine: A self-propelled slip-form paving machine, which is modified or specifically built to effectively place the PC overlay in a manner that meets the objectives and requirements of the project, may be used for PC overlay applications. The paving machine shall:

- (i) Employ a vibrating pan to consolidate and finish the PC overlay.
- (ii) Be fitted with hydraulically controlled grade automation to establish the finished profile. The automation shall be fitted with substrate grade averaging devices on both sides of the new placement; the device shall average 15 feet in front and behind the automation sensors; or the sensor shall be constructed to work with string-line control. It is acceptable to match grade when placing lanes adjacent to previously placed PC.
- (iii) Be calibrated for the projects requirements and calibrated periodically following the manufacturers recommendations.
- (iv) Have sufficient engine power and weight to provide adequate vibration of the finishing pan while maintaining consistent forward placement speed.
- (v) Be capable of both forward and reverse motion under its own power.

(b) Vibratory Screed: A vibratory screed may be used for finishing the PC overlay but must be approved by the Engineer at least two (2) weeks prior to PC overlay placement.

- (D) Concrete Deck Repairs and Surface Preparation: All areas that require removal of existing patches or unsound concrete shall be removed and prepared in accordance with the requirements of the Overlay Surface Preparation for Polymer Concrete Special Provision. Placement of concrete for deck repair material shall be Polymer Concrete in accordance with this Special Provision. Prepare all concrete deck and repaired deck surfaces in accordance with the requirements of the Overlay Surface Preparation for Polymer Concrete Special Provision.
- (E) Application of Overlay: Methods indicated in this Special Provision are typical of general installations and may be modified per the System Provider's recommendations as approved by the Engineer. The application of the overlay shall not begin until the concrete deck is completely surface dry in accordance with ASTM D4263, with a wait time revised from 16 hours to two (2) hours, or as directed by the System Provider's Technical Representative. Prior to overlay application, the concrete surface temperature shall be within the specified temperature ranges below. Night work may be required when temperatures cannot be met during the day.

(a) For PPC overlays, the concrete surface temperature shall be between 40° and 100° F.

(b) For EPC overlays, the concrete surface temperature shall be between 60° and 90° F.

During overlay application, precaution shall be taken to assure that traffic is protected from rebound, dust, and construction activities. Appropriate shielding shall be provided as required and directed by the Engineer.

During overlay application, the Contractor shall provide suitable coverings (e.g. heavy duty drop cloths) as needed to protect all exposed areas not to receive overlay, such as curbs, sidewalks, parapets, etc. All damage or defacement resulting from this application shall be cleaned and/or repaired to the Engineer's satisfaction at no additional cost to the Department.

- (1) Primer Application: Immediately before placing primer, all exposed surfaces shall be completely dry and blown clean with oil-free compressed air. Exposed surfaces shall be protected from precipitation and heavy dew during and after the application of the primer.

After the exposed surfaces have been prepared and are dry, primer shall be applied in accordance with the System Provider's recommendations. Primer shall be placed within five (5) minutes of mixing at approximately 90-100 ft<sup>2</sup>/ gal or the rate acceptable to the Engineer.

Primer shall be applied by flooding and uniformly spread to completely cover surfaces to receive overlay. Care shall be taken to avoid heavy application that results in excess ponding. Excess material shall be removed or distributed to meet the required application rate. Primer shall be reapplied to any areas that appear dry prior to overlay placement.

Primer shall not be allowed to leak onto areas that have not received surface preparation.

- (2) PC Overlay Application: The PC overlay shall be applied during the interval between 15 minutes and two (2) hours after the primer has been applied. The PC overlay shall be placed prior to gelling. For PPC overlays, the overlay shall be placed within 15 minutes following addition of initiator, unless otherwise recommended by the System Provider's Technical Representative.

The resin binder shall be initiated for PPC overlays and blended completely. Aggregate shall be added and mixed sufficiently.

The set time can be determined in the field when the in-place PC application cannot be deformed by pressing with a finger, indicating that the resin binder is no longer in a liquid state.

- (a) When using PPC, the initial set time shall be at least 30 minutes and at most 90 minutes. If the PPC initial set is not within 30 to 90 minutes, the material shall be removed and replaced.
- (b) When using EPC, the initial set time shall be at least 30 minutes and at most 180 minutes. If the EPC initial set is not within 30 to 180 minutes, the material shall be removed and replaced.

The overlay shall be consolidated and finished to the required grade and cross-section using PC placement equipment as defined herein.

If placement is performed with a self-propelled slip-form paving machine, grade control shall be maintained by grade averaging devices (skis) or string-line control, as described in section: Construction Requirements, (D) Equipment, (3) Finishing Equipment, (a) Self-Propelled Slip-Form Paving Machine, (ii), unless otherwise allowed by the Engineer.

If a vibratory screed is used, prior to placing the PC overlay, place and fasten screed rails in position to ensure finishing the new surface to the required profile. Do not treat screed rails with parting compound to facilitate their removal. Prior to placing the overlay, attach a filler block to the bottom of the screed and pass it over the overlay area to check the thickness. The filler block thickness shall be equal to the design overlay thickness as shown in the plans. Remove all concrete that the block does not clear.

Place the PC overlay in one operation. Provide a minimum overlay thickness as shown in the plans.

Although the paver or screed may yield a finished or nearly finished surface, additional finishing may be necessary. The PC overlay shall be finished, as necessary, through traditional concrete finishing methods, producing a slight resin bleed indicating complete consolidation of aggregates.

Finishing of Polymer Concrete used as patching of an existing deck surface or overlay shall be completed and finished using traditional concrete hand finishing methods and hand concrete finishing tools. Such patches shall be placed flush with the top of the existing deck surface.

Resin content shall be as specified in the Materials section of this Special Provision and to yield a Polymer Concrete consistency that requires surface applied consolidation and finishing to consolidate aggregates and yield a slight sheen of bleed resin on top surface, yet does not yield excess bleed resin.

A surface friction sand/fine aggregate finish of at least 2.2 lbs/ yd<sup>2</sup> shall be broadcast onto the glossy surface immediately after sufficient finishing and before resin gelling occurs. To ensure adequate pavement friction, the completed PC overlay surface shall be free of any smooth or "glassy" areas such as those resulting from insufficient quantities of surface aggregate. Any such surface defects shall be repaired by the Contractor in the manner recommended by the System Provider and approved by the Engineer at no additional cost to the Department.

All final edges of PC overlay not adjacent to barrier rail, parapet, or bridge deck joints shall be finished neat, straight, and square, unless otherwise noted on project plans or approved by the Engineer.

Unless otherwise indicated on the plans, groove the deck surface in accordance with Subarticle 420-14(B) of the *Standard Specifications*. Vehicular traffic may travel across a deck surface that has not been grooved; however, the entire deck area shall be grooved after the PC overlay achieves design strength and no later than seven (7) calendar days after completion of the overlay unless otherwise approved by the Engineer.

Before completion of the project, all deck joints shall be sawcut, prepared, and sealed according to the details in the plans.

After the PC material has set, if final sawcutting for joint seals will not be done within 12 hours, at minimum, a single sawcut shall be made at the approximate midpoint of each joint. The sawcut shall be made within 12 hours or prior to opening of PC placement to traffic, if traffic will be allowed within 12 hours. Two (2) saw cuts may be made, but final saw cutting for the joints shall be done in accordance with the Special Provisions for the installation of the joint seals.

Any surface that is scarified shall be covered with the PC overlay before traffic is returned to the bridge deck, unless otherwise approved by the Engineer.

Upon approval by the Engineer, if traffic is to be returned to the site, but the overlay is not completed within the allowable lane closure time and is more than  $\frac{3}{4}$  inch higher in elevation than the adjacent pavement, the PC overlay edges shall be tapered. The leading edge of the overlay shall be tapered at a 4:1 (horizontal: vertical) slope. Tapered edges longitudinal to the direction of traffic and tapered edges on the trailing edge of the overlay and shall be at a 45 degree slope. Tapers of 45 degrees may remain, and PC overlay may be placed adjacent. Tapers with a 4:1 (horizontal: vertical) slope shall be sawcut square to the overlay surface, prior to placing adjacent PC overlay.

The Contractor shall collect a ticket for each pass or portion of a pass that is provided by each mixer, and ensure that the following information is shown on each ticket:

- (a) Project Number.
- (b) Bridge Number.
- (c) Date and Time.
- (d) Location of Placement (Lane and Station Limits or location and length of placement along the length of the bridge).
- (e) Aggregate Weight.
- (f) Resin Binder Weight.

The tickets shall be available on site for Inspection personnel to use in tabulating quantities.

**Curing:** The Contractor shall allow the overlay to cure sufficiently before subjecting it to loads or traffic of any nature that may damage the overlay. Cure time depends upon the ambient and deck temperatures as well as initiator/accelerator levels.

The overlay shall be considered cured to a traffic ready state when a minimum reading of 25 on a properly calibrated Swiss hammer is achieved. Other rebound hammers may be use as approved by the Engineer.

(F) Acceptance Testing: Acceptance of the deck repairs, surface preparation, and PC overlay will be determined by the Engineer based on direct tension bond testing, and smoothness quality testing performed by the Engineer, assisted by the Contractor.

- (1) Overlay Direct Tension Bond Testing: Direct tension bond (pull-off) tests shall be performed after 24 hours by the Contractor in accordance with ASTM C1583. At a minimum, three (3) direct tension bond tests shall be performed on each bridge overlay. For bridges with deck areas greater than 25,000 square feet, additional tests shall be performed at a frequency of one test per 25,000 square feet of additional deck area, rounded up. Additional testing may be required as directed by the Engineer.

The test result shall be the average of the tests for each structure. Test cores shall be drilled a minimum of ½” below the bond line.

The average minimum bond strength of the PC overlay system on normal weight concrete shall be 250 psi, with no individual test measured below 225 psi. An acceptable test will demonstrate that the overlay bond strength is sufficient, or by producing a concrete subsurface failure area greater than 50% of the test surface area. The Contractor shall repair all direct tension test locations with PC overlay in accordance with this Special Provision.

Direct tension bond testing shall be performed by an independent testing firm and shall be arranged by the Contractor. The Contractor may perform the direct tension bond testing with the approval of the Engineer. Testing shall be performed using a calibrated tensile loading device, in the presence of the Engineer. The tensile loading device shall be calibrated annually. The cost of direct tension bond testing shall be included in the bid price for *Placing and Finishing PC Overlay* item.

- (2) Smoothness Quality Testing: As soon as practical after the PC overlay has hardened sufficiently, the Contractor shall test the finished surface with an approved rolling straightedge that is designed, constructed, and adjusted, so that it will accurately indicate or mark all deck areas which deviate from a plane surface by more than ⅛” in 10’. The Contractor shall remove all high areas in the hardened surface in excess of ⅛” in 10’ with an approved grinding or cutting machine. Any fins or other protrusions remaining after grinding operations shall be removed to the satisfaction of the Engineer. Additionally, the final PC deck surface shall not deviate from the line and elevation indicated on the plans by more than 0.3” over any 50’ length. If approved by the Engineer, correct low areas in an acceptable manner.

(G) Corrective Work

- (1) Repair of Surface Defects: The repair materials and finishing methods for surface defects in the overlay shall be in accordance with those used for the application of the overlay. All surface defects shall be repaired to the satisfaction of the Engineer before acceptance of the work is made.
- (2) Correction for Smoothness: Areas showing high spots of more than ⅛” in 10’ shall be marked and ground until the high spot does not exceed ⅛” in 10’. Ground surface may be sawcut grooved to restore the texture if ordered by the Engineer. Areas showing low spots of more than ⅛” in 10’ shall be marked and a proposed repair procedure shall be submitted to the Engineer. The use of the proposed repair procedure shall be as recommended by the System Provider and approved by the Engineer.

- (3) Replacement of Defective Overlay: A defective overlay, or portion thereof, resulting in failing overlay pull bond test results shall be removed and replaced at the Contractor's expense. The Contractor shall submit a written corrective work proposal to the Engineer, which shall include the methods and procedures that will be used. The Contractor shall not commence corrective work until the methods and procedures have been approved in writing by the Engineer. The Engineer's approval shall not relieve the Contractor of the responsibility of producing work in conformity with the Contract.
- (4) Repair of Cracking: After a one-week cure period, if cracks are in the overlay, the Contractor shall fill the cracks with properly catalyzed and mixed primer material at no cost to the Department. Care shall be taken to fill the cracks only and ensure minimal primer material is left on the finished surface of the overlay.

### MEASUREMENT AND PAYMENT

*Concrete Deck Repair for PC Overlay* will be measured and paid for at the contract unit price bid per square yard and will be full compensation for placement of concrete deck repair material and shall include the cost of labor, tools, equipment and incidentals necessary to complete the work.

*Placing and Finishing PC Overlay* will be measured and paid for as the contract unit price bid per square yard of overlay placement and final surface finishing. Payment will be full compensation for all labor, equipment, and all incidentals necessary to complete the PC overlay placement. Construction and removal (if required) of trial application(s), including concrete base surfaces, will not be measured and paid for separately, but shall be incidental to complete the work. Tining of bridge deck, if used, will be incidental to this pay item.

*Grooving Bridge Floors* will be measured and paid in accordance with Article 420-21 of the *Standard Specifications*.

Only one of the following pay items shall be used for materials, dependent on the PC overlay system used.

(A) *Polyester Polymer Concrete Materials* will be measured as the actual volume of PPC material complete-in-place. The volume shall include material used for overlay, patching of existing unsound concrete deck surface or overlays, and bridge deck concrete repairs as directed by the Engineer. Tickets provided to the project inspector, showing quantities of PPC produced, shall be sufficient to calculate volume of material placed. Materials placed for trial application(s) shall be included in this Pay Item if placed and remaining on the bridge deck as part of the permanent overlay. *Polyester Polymer Concrete Materials* will be paid for at the contract unit price per cubic yard and will be full compensation to furnish the PPC material, including HMWM primer, freight to the project site, receiving, storage, and disposal of any unused PPC overlay material. Payment by cubic foot will be based on a 135 lbs/ ft<sup>3</sup> unit weight and quantities recorded by calibrated mixer unit readouts.

(B) *Epoxy Polymer Concrete Materials* will be measured as the actual volume of EPC material complete-in-place. The volume shall include material used for overlay, patching of existing unsound concrete deck surface or overlays, and bridge deck concrete repairs as directed by the Engineer. Tickets provided to the project inspector, showing quantities of EPC produced, shall be sufficient to calculate volume of material placed. Materials placed for trial application(s) shall be included in this Pay Item if placed and remaining on the bridge deck as part of the permanent overlay. *Epoxy Polymer Concrete Materials* will be paid for at the contract unit

price per cubic yard and will be full compensation to furnish the EPC material, including epoxy primer, freight to the project site, receiving, storage, and disposal of any unused EPC overlay material. Payment by cubic foot will be based on a 135 lbs/ ft<sup>3</sup> unit weight and quantities recorded by calibrated mixer unit readouts.

Payment will be made under:

**Pay Item**

Concrete Deck Repair for Polymer Concrete Overlay  
Placing & Finishing Polymer Concrete Overlay  
Grooving Bridge Floors  
Polyester Polymer Concrete Materials  
Epoxy Polymer Concrete Materials

**Pay Unit**

Square Yard  
Square Yard  
Square Feet  
Cubic Yard  
Cubic Yard

**POURABLE SILICONE JOINT SEALANT**

**(SPECIAL)**

**SEALS**

Provide and install a low modulus silicone sealant (non-sag or self-leveling) and backer rod which conforms to the *Standard Specifications* (Subsections 1028-3 and 1028-4, respectively) and this special provision. Use silicone approved for use on joint openings as indicated on project plans and provide a seal with a working range of minimum 50% compression and extension. Silicone joint seal product shall be designated as approved for use on the NCDOT Approved Products List. If non-sag and self-leveling sealants are to be in contact with each other, they shall be from the same manufacturer and shall be compatible for such use.

**SAWING THE JOINT**

Joint concrete material or joint concrete header material shall have sufficient time to cure such that no damage can occur to the concrete prior to sawing to the final width and depth as specified in the plans.

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

Saw cut to the desired width and depth in one or two (2) passes of the saw by placing and spacing two (2) metal blades on the saw shaft to the desired width for the joint opening.

The desired depth is the depth of the seal plus ¼ ” above the top of the seal plus approximately 1” below the bottom of the seal. An irregular bottom of sawed joint is permitted as indicated on the plans. Grind exposed corners on saw cut edges to a ¼ ” chamfer.

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

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

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

Joint concrete material or joint concrete header material shall cure a minimum of 24 hours prior to seal installation.

After forming or sawing the joint, the Engineer will thoroughly inspect the joint opening for spalls, popouts, cracks, etc. All necessary repairs will be made by the Contractor prior to blast cleaning and installing the seal, at no cost to the Department.

Clean the joints by sandblasting the joint opening to provide a firm, clean joint surface free of curing compound, loose material, and any foreign matter. Sandblast the joint opening without causing pitting or uneven surfaces. The aggregate in the polyester polymer concrete may be exposed after sandblasting.

After blasting, either brush the surface with clean brushes made of hair, bristle, or fiber, blow the surface with compressed air, or vacuum the surface until all traces of blast products and abrasives are removed from the surface, pockets, and corners. If nozzle blasting is used to clean the joint opening, use compressed air that does not contain detrimental amounts of water or oil.

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

Apply recommended primer in accordance with the manufacturer's recommendations. Uniformly coat the entire surface. Over application may affect adhesion. Allow to thoroughly dry before installing backer rod and sealant.

Install a circular backer rod that is a minimum 25 percent oversized into the joint approximately 1 in. below the surface. The backer rod shall be sized according to the manufacturer's recommendation for the size of the joint to be sealed as measured by the Contractor. If two (2) pieces must be joined, abut the two (2) ends and tape them together to prevent sealant run down. The backer rod may be installed by hand, but roller device shall be used to insure a consistent, uniform placement at the proper depth below the top surface.

Install the backer rod and silicone sealant in the blast-cleaned opening on the same day the surface is blast cleaned.

#### **SEAL INSTALLATION**

Install the silicone joint sealant(s) as indicated on the plans, in accordance with the manufacturer's procedures and recommendations, and as recommended below. Do not install the joint seal if the ambient air or surface temperature is below 45°F. Have a manufacturer's certified trained factory representative present during the installation of the first seal of the project, to provide guidance for the proper installation of the silicone joint sealant(s).

The sealant must be recessed a minimum ½ in. below the pavement surface to prevent traffic abrasion or snow plow damage.



After a joint has been sealed, remove excess joint sealer on the pavement or bridge deck concrete as soon as possible.

The installed system shall be watertight and will be monitored until final inspection and approval.

Do not place pavement markings on top of pourable joint seals.

**(A) Watertight Integrity Test**

- (1) Upon completion of each strip seal expansion joint, perform a water test on the top surface to detect any leakage. Cover the roadway section of the joint from curb to curb, or barrier rail to barrier rail, with water, either ponded or flowing, not less than 1 inch above the roadway surface at all points. Block sidewalk sections and secure an unnozzled water hose delivering approximately 1 gallon of water per minute to the inside face of the bridge railing, trained in a downward position about six (6) inches above the sidewalk, such that there is continuous flow of water across the sidewalk and down the curb face of the joint.
- (2) Maintain the ponding or flowing of water on the roadway and continuous flow across sidewalks and curbs for a period of five (5) hours. At the conclusion of the test, the underside of the joint is closely examined for leakage. The strip seal expansion joint is considered watertight if no obvious wetness is visible on the Engineer's finger after touching a number of underdeck areas. Damp concrete that does not impart wetness to the finger is not considered a sign of leakage.
- (3) If the joint system leaks, locate the place(s) of leakage and take any repair measures necessary to stop the leakage at no additional cost to the Department. Use repair measures recommended by the manufacturer and approved by the Engineer prior to beginning corrective work.
- (4) If measures to eliminate leakage are taken, perform a subsequent water integrity test subject to the same conditions as the original test. Subsequent tests carry the same responsibility as the original test and are performed at no additional cost to the Department.

**BASIS OF PAYMENT**

*Pourable Silicone Joint Sealant* will be measured and paid for at the contract unit price bid per linear foot and will be full compensation for furnishing all material, including backer rod, labor, tools, and equipment necessary for installing these seals in place and accepted.

<b>Pay Item</b>	<b>Pay Unit</b>
Pourable Silicone Joint Sealant	Linear Feet

**VOLUMETRIC MIXER**

**(11-30-23)**

**GENERAL**

This Special Provision addresses the requirements for batching deck repair concrete at the point of delivery using a Mobile High Performance Volume Mixer (MHPVM). Work shall be in

accordance with the general requirements of Section 1000-13 of the *Standard Specifications* and as amended by this Special Provision.

### **MATERIALS**

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

### **EQUIPMENT**

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

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

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

### **UNIFORMITY AND ACCEPTANCE**

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

**MEASUREMENT AND PAYMENT**

*Volumetric Mixer* will be paid for as lump sum and will be full compensation for furnishing the certified MHPVM devices and calibration of the equipment.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Volumetric Mixer	Lump Sum

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

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

Z-2

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

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

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

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

(1-16-24)

Z-4

Revise the *2024 Standard Specifications* as follows:

**Division 3**

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

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

**Division 9**

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

**Division 10**

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

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

**Division 11**

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

**Division 15**

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

**Division 16**

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

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

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

**STANDARD SPECIAL PROVISION****PLANT AND PEST QUARANTINES****(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, Guava Root Knot Nematode, And Other Noxious Weeds)**

(3-18-03) (Rev. 5-21-19)

Z-04a

**Within Quarantined Area**

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

**Originating in a Quarantined County**

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

**Contact**

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or <https://www.ncagr.gov/plantindustry/Plant/quaran/table2.htm> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

**Regulated Articles Include**

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

**STANDARD SPECIAL PROVISION****MINIMUM WAGES**

(7-21-09)

Z-5

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

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

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

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

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

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

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

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

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

Z-6

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

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

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

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

**(a) Compliance with Regulations**

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

**(b) Nondiscrimination**

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

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

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

**(d) Information and Reports**

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



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

(e) Sanctions for Noncompliance:

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

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

(f) Incorporation of Provisions

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

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

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

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

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

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

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

## 2. Eligibility

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

## 3. Time Limits and Filing Options

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

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

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

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

## 4. Format for Complaints

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

## 5. Discrimination Complaint Form

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

## 6. Complaint Basis

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

**TABLE 103-1  
COMPLAINT BASIS**

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

### (3) Pertinent Nondiscrimination Authorities

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

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

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

**(4) Additional Title VI Assurances**

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

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

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

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

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

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

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

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

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



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

(10-16-07) (Rev. 4-21-15)

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.\

### **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.

**LISTING OF MBE/WBE SUBCONTRACTORS**

Sheet of

Firm Name and Address	Circle One	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
<b>Name</b>  Address	MBE  WBE				
<b>Name</b>  Address	MBE  WBE				
<b>Name</b>  Address	MBE  WBE				
<b>Name</b>  Address	MBE  WBE				
<b>Name</b>  Address	MBE  WBE				
<b>Name</b>  Address	MBE  WBE				

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

\*\* Dollar Volume of MBE/WBE Subcontractor Percentage of Total Contract Bid Price:

*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.*

**LISTING OF MBE/WBE SUBCONTRACTORS**

Sheet of

Firm Name and Address	Circle One	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name  Address	MBE  WBE				
Name  Address	MBE  WBE				
Name  Address	MBE  WBE				
Name  Address	MBE  WBE				
Name  Address	MBE  WBE				

**\*\* Dollar Volume of MBE Subcontractor \$ \_\_\_\_\_**

**MBE Percentage of Total Contract Bid Price \_\_\_\_\_%**

**\*\* Dollar Volume of WBE Subcontractor \$ \_\_\_\_\_**

**WBE Percentage of Total Contract Bid Price \_\_\_\_\_%**

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

**\*\* Dollar Volume of MBE/WBE Subcontractor Percentage of Total Contract Bid Price.**

**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.**

County: JOHNSTON

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	1330000000-E	607	INCIDENTAL MILLING	466.7 SY		
0003	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	40 TON		
0004	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	5 TON		
0005	4457000000-N	SP	TEMPORARY TRAFFIC CONTROL	Lump Sum	L.S.	
0006	5255000000-N	1413	PORTABLE LIGHTING	Lump Sum	L.S.	
<b>STRUCTURE ITEMS</b>						
0007	8161000000-E	420	GROOVING BRIDGE FLOORS	3,700.1 SF		
0008	8559000000-E	SP	CLASS II, SURFACE PREPARATION	12.5 SY		
0009	8860000000-N	SP	GENERIC STRUCTURE ITEM VOLUMETRIC MIXER	Lump Sum	L.S.	
0010	8867000000-E	SP	GENERIC STRUCTURE ITEM POURABLE SILICONE JOINT SEALANT	140 LF		
0011	8893000000-E	SP	GENERIC STRUCTURE ITEM CONCRETE DECK REPAIR FOR PC OVERLAY	12.5 SY		
0012	8893000000-E	SP	GENERIC STRUCTURE ITEM PLACING & FINISHING POLYMER CONCRETE OVERLAY	453.2 SY		
0013	8893000000-E	SP	GENERIC STRUCTURE ITEM SCARIFYING BRIDGE DECK	453.2 SY		
0014	8893000000-E	SP	GENERIC STRUCTURE ITEM SHOTBLASTING BRIDGE DECK	453.2 SY		

County: JOHNSTON

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
***** BEGIN SCHEDULE AA ***** ***** ( 2 ALTERNATES ) *****						
0015 AA1	8881000000-E	SP	GENERIC STRUCTURE ITEM EPOXY POLYMER CONCRETE MATERIALS	31.5 CY		
*** OR ***						
0016 AA2	8881000000-E	SP	GENERIC STRUCTURE ITEM POLYESTER POLYMER CONCRETE MATERIALS	31.5 CY		
**** END SCHEDULE AA ****						
1348/Feb21/Q5803.4/D101921100000/E16			Total Amount Of Bid For Entire Project :			

**Execution of Contract**

**Contract No: DD00456**

**County: JOHNSTON COUNTY**

ACCEPTED BY THE DEPARTMENT

---

**Proposals Engineer**

---

Date

EXECUTION OF CONTRACT AND BONDS  
APPROVED AS TO FORM:

---

for **Division Engineer**

---

Date