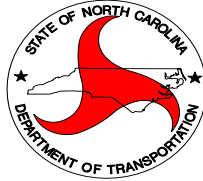


STATE OF NORTH CAROLINA  
**DEPARTMENT OF TRANSPORTATION**



STATE BRIDGE MANAGEMENT UNIT

**CONTRACT PROPOSAL**

CONTRACT/WBS NUMBER: DO00143/17BP.5.H.2

ROUTE: I-40 COUNTY: Wake

DESCRIPTION: Bridge No. 571 – Substructure Rehab

BID OPENING:  
2:00 PM, November 30, 2011

**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.

NAME OF BIDDER \_\_\_\_\_

ADDRESS OF BIDDER \_\_\_\_\_

RETURN BIDS TO: **Mr. Rick Nelson, PE**  
**Asst. State Bridge Management Engineer**  
**1000 Birch Ridge Road**  
**Raleigh, NC 27610**

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### APPENDIX

EXECUTION OF CONTRACT  
FORM W-9

## **PRE-QUALIFYING TO BID**

In order to qualify to bid on this contract, all prospective Bidders shall be pre-qualified with the Department of Transportation prior to submitting a bid. Contractors who are not pre-qualified may obtain information and forms for pre-qualifying from:

Contractual Services Unit  
State Contractual Services Engineer  
Neal Galehouse, PE  
Tel: (919) 733-7174  
Fax: (919) 715-7378

All required pre-qualification statements and documents shall be filed with the State Contractual Services Engineer at least two weeks prior to the date of opening bids.

## **PUBLIC ADVERTISEMENT**

There will NOT be a Pre-Bid Conference for this project. Advertisement for this project is posted on our web site with the plans and proposal at: <http://www.ncdot.gov/business/letting/bridge/default.html>.

In order for Prospective Bidders to bid on these projects, the Prospective Bidders are required to send an email to Rick Nelson at: [enelson@ncdot.gov](mailto:enelson@ncdot.gov) requesting hard copies of the sealed plans and proposals. Once the Prospective Bidders have requested the sealed hard copies of the plans and proposals, the Prospective Bidders will then be put on the Bid List. **Hard copies of the plans and proposals must be requested by November 17, 2011 for the Prospective Bidders to be eligible to bid on these projects.** Only Prospective Bidders, who are bidding as Prime Contractors, should submit e-mail requests for hard copies of the plans and proposals. Sub-Contractors and suppliers may download unsealed plans and proposals from the website.

There will be no cost for these plans and proposal.

A list of plan holders will be posted on the website.

## **AVAILABILITY OF FUNDS - TERMINATION OF CONTRACTS**

Payments made on this contract are subject to availability of funds as allocated by the General Assembly. If the General Assembly fails to allocate adequate funds, the Department reserves the right to terminate this contract.

In the event of termination, the Contractor shall be given a written notice of termination at least 60 days before completion of schedule 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.

## **PREPARATION AND SUBMISSION OF BIDS**

All bids shall be prepared and submitted in accordance with the following listed requirements.

1. The proposal form furnished by the Department shall be used and shall not be taken apart or altered.
2. All entries including signatures shall be written in ink.
3. The amount bid shall be written in figures in the proper place in the proposal form.
2. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
3. The bid shall be properly executed. In order to constitute proper execution, the bid shall show the Contractor's name, address, and License Number and shall be signed by an authorized representative. Bids submitted by corporations shall bear the seal of the corporation.
4. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
7. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
8. The bid shall be accompanied by a bid bond on the form furnished by the Department or by a bid deposit. The bid bond shall be completely and properly executed in accordance with the requirements of "Bid Bond or Bid Deposit". The bid deposit shall be a certified check or cashiers check in accordance with "Bid Bond or Bid Deposit".
9. The bid shall be placed in a sealed envelope (complete proposal) and shall have been delivered to and received by the Department prior to the time specified in the invitation to bid.

### **REJECTION OF BIDS**

Any bid submitted which fails to comply with any of the requirements contained herein shall be considered irregular and may be rejected.

### **AWARD OF CONTRACT**

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder. The lowest responsible Bidder will be notified that his bid has been accepted and that he has been awarded the contract.

### **BID BOND OR BID DEPOSIT**

Each bid shall be accompanied by a corporate bid bond or a bid deposit of a certified or cashiers check in the amount of at least 5% of the total amount bid for contract. No bid will be considered or accepted unless accompanied by one of the foregoing securities. The bid bond shall be executed by a Corporate Surety licensed to do business in North Carolina and the certified check or cashiers check shall be drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation and made payable to the Department of Transportation in an amount of at least 5% of the total amount bid for the contract. The condition of the bid bond or bid deposit is: the Principal shall not withdraw its bid within 60 days after the opening of the same, and if the contract is awarded to the Principal, the Principal shall within 15 days after the prescribed contract documents are mailed to him for signature, execute such contractual documents as may be required by the terms of the bid and give payment and performance bonds with good and sufficient surety as required for the faithful performance of the contract and for the protection of all persons supplying labor and materials in the prosecution of the work; in the

event of the failure of the Principal to enter into such contract and execute such documents as may be required, then the amount of the bid bond shall be immediately paid to the Department as liquidated damages or, in the case of a bid deposit, the deposit shall be forfeited to the Department.

When a bid is secured by a bid bond, the bid bond shall be on the form furnished by the Department. The bid bond shall be executed by both the Bidder and a Corporate Surety licensed under the laws of North Carolina to write such bonds.

The execution by the Bidder shall be in the same manner as required under "Preparation and Submission of Bids" for the proper execution of the bid. The execution by the Corporate Surety shall be the same as is provided for under "Preparation and Submission of Bids" for the execution of the bid by a corporation. The seal of the Corporate Surety shall be affixed to the bid bond. The bid bond form furnished is for execution of the Corporate Surety by a General Agent or Attorney in Fact. A certified copy of the Power of Attorney shall be attached if the bid bond is executed by a General Agent or Attorney in Fact. The Power of Attorney shall contain a certification that the Power of Attorney is still in full effect as of the date of the execution of the bid bond by the General Agent or Attorney in Fact. If the bid bond is executed by the Corporate Surety by the President, Vice President, or Assistant Vice President, and attested to by the Secretary or Assistant Secretary, then the bid bond form furnished shall be modified for such execution, instead of execution by the Attorney in Fact or the General Agent.

When a bid is secured by a bid deposit (certified check or cashiers check), the execution of a bid bond will not be required.

All bid bonds will be retained by the Department until the contract is executed by the successful Bidder, after which all such bid bonds will be returned to the Bidder or the Surety.

### **PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS**

Bonds will not be required by the Department if the awarded amount of the contract is less than Three Hundred Thousand Dollars (\$300,000.), otherwise, the following shall apply:

- (A) The successful Bidder, at the time of the execution of the contract, shall provide a contract performance bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. Such bond shall be solely for the protection of the contracting body which awarded the contract.
- (B) The successful Bidder, at the time of the execution of the contract, shall provide a contract payment bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the prompt payment for all labor or materials for which a contractor or sub-contractor is liable. The payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which a contractor or subcontractor is liable.

The performance bond and the payment bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina and become effective upon the awarding of the construction contract.

Before an award is made, the apparent low bidder will be notified in writing to submit to the Purchasing Section, a performance bond and payment bond, each in the amount of 100% of the contract.

**DELIVERY OF BIDS**

All bids (complete proposal) shall be placed in a sealed envelope having the name and address of the Bidder, and the Statement on the outside of the envelope:

“Bid for State Highway Project No. 17BP.5.H.2, **Bridge 571 in Wake County – Substructure Rehab**”

If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope addressed to:

N. C. DEPARTMENT OF TRANSPORTATION  
BRIDGE MAINTENANCE UNIT  
1000 Birch Ridge Rd  
RALEIGH, NC 27610

ATTENTION: Mr. Rick Nelson

The outer envelope shall also bear the statement:

“BID FOR STATE HIGHWAY PROJECT NO. 17BP.5.H.2”

If delivered in person, the sealed envelope shall be delivered to the office of North Carolina Department of Transportation, Bridge Maintenance Unit, 1000 Birch Ridge Road, Raleigh, NC 27610. All bids shall be delivered prior to the time specified in the invitation to bid. Bids received after 2:00 PM, November 30, 2011, will not be accepted.

## GENERAL PROJECT SPECIAL PROVISIONS

### SCOPE OF WORK

This work shall consist of furnishing all labor, equipment, and materials to repair the existing bearings at Bent No.'s 1 & 2. Work includes: replacing existing concrete pedestal bridge seats and bearings; cleaning and painting existing weathering steel beam ends; disposal of 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.

The contractor shall be responsible for fulfilling all requirements of the NCDOT Standard Specifications for Roads and Structures dated July 2006, except as otherwise specified herein.

### CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this contract is the date the Contractor begins work but not before **January 1, 2012** or later than **August 1, 2012**.

The completion date for this contract is the date that is **Ninety (90)** 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 **Five Hundred Dollars (\$500.00)** 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 No. 1 AND LIQUIDATED DAMAGES

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

#### ROADWAY: DAY AND TIME RESTRICTIONS

##### I-40 & Ramps

Monday thru Friday, 6:00AM to 9:00PM

Saturday, 9:00AM to 9:00PM

Sunday, 10:00AM to 9:00PM

##### S. Saunders St.

Monday to Friday, 7:00AM to 9:00AM and 2:00PM to 6:00PM

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

**HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS:**

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

If Independence Day is on a Friday, Saturday, Sunday or Monday, then between the hours of 6:00 am the Thursday before Independence Day and 9:00 pm the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of 6:00 am Friday and 9:00 pm Tuesday.
7. For **Thanksgiving Day**, between the hours of 6:00 am Tuesday and 9:00 pm Monday.
8. For **Christmas**, between the hours of 6:00 am the Friday before the week of Christmas Day and 9:00 pm the following Tuesday after the week of Christmas Day.

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

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

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

The liquidated damages are Two Hundred Fifty Dollars (\$250.00) per 15 minute period.



## **CONSTRUCTION METHODS**

The contractor shall perform all construction activities in accordance with the applicable requirements of the NCDOT Standard Specifications for Roads and Structures dated July 2006, except as otherwise specified herein.

## **SITE INVESTIGATION AND REPRESENTATION**

The Contractor acknowledges that he has satisfied himself as to the nature of the work, and general and local conditions; particularly those bearing on transportation, availability of labor, State Regulations for safety and security of property, roads, and facilities required for the prosecution of the work, and all matters which can in any way affect the work, or cost thereof, under this contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work.

## **CONTROL OF EROSION, SILT AND POLLUTION**

Control of erosion, siltation, and pollution shall meet the requirements of Section 107-13 of the Standard Specifications for Roads and Structures dated July 2006.

The Contractor may, at his option, submit an alternate plan and sequence by submitting 3 copies of the proposed alternate to the Engineer for approval. Approval must be obtained before construction is started on the alternate plan.

In the event an erosion and sedimentation control plan is not followed or properly maintained, all other work shall be suspended until corrections are made.

## **MATERIALS AND TESTING**

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the Department's "Material and Tests Manual". All material must be approved by the Engineer prior to being used.

## **TRAFFIC CONTROL**

The Contractor shall provide all traffic control for this project in accordance with the plans and proposal and as directed by the Engineer.

## **INDEMNIFICATION**

The Contractor shall indemnify, defend and save harmless, the State, the Department, and all of its officers, agents and employees from all damages, suits, actions or claims brought of any injuries or damages sustained by any person or property on account of the Contractor's operations in connection with the contract. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the Department for its own negligence,

breach of contract, equipment failure, or other circumstance of operation beyond the control of the Contractor. The Contractor shall be responsible for and indemnify and save the Department

harmless for any and all damages to its property caused by the negligence of the Contractor, its employees or agents in carrying out this contract.

### **COMPENSATION**

The Department agrees to pay the Contractor the total project bid cost including any bid item overruns, minus any liquidated damages, when he has satisfactorily completed the scheduled work described herein.

### **ADDITIONAL COMPENSATION and/or EXTENSION OF COMPLETION DATE**

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

### **BASIS OF PAYMENT**

Monthly partial payments will be made in accordance with Section 109-4 of the NCDOT Standard Specifications dated July 2006.

### **WORK PROCEDURES AND ASSIGNMENTS**

#### **Engineer**

The Engineer for this project shall be the State Bridge Management Engineer, thru the issuing of the purchase order. Thereafter the Engineer shall be the Division 5 Engineer, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

#### **Authority of the Engineer**

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

#### **Contractor Supervision**

The Contractor shall have a responsible Supervisor for the purpose of supervising, scheduling and coordinating this contract with the Engineer.

#### **Availability**

Provisions shall be made so that a Supervisor can be contacted at any time during the length of the contract.

### **COMPETITIVE PROPOSALS**

Pursuant to the provisions of G.S. 143-54 under penalty of perjury, the signer of this proposal certifies this proposal has not been arrived at collusively nor otherwise in violation of Federal or

North Carolina Anti-Trust Laws. All proposals must be signed by the owner or an officer of the firm.

**ACCEPTANCE AND REJECTION**

The right is reserved by the Contracting Agency to accept or reject all proposals or to waive any informality in the proposals.

**GIFTS FROM VENDORS AND CONTRACTORS:**

(12-15-09)

SP1 G152

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

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

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

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

**SEEDING AND MULCHING:**

(2-19-08)

**(East)**

S-1

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

All Roadway Areas

<b>March 1 - August 31</b>		<b>September 1 - February 28</b>	
50#	Tall Fescue	50#	Tall Fescue
10#	Centipede	10#	Centipede
25#	Bermudagrass (hulled)	35#	Bermudagrass (unhulled)
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Waste and Borrow Locations

**March 1 – August 31**

75#	Tall Fescue
25#	Bermudagrass (hulled)
500#	Fertilizer
4000#	Limestone

**September 1 - February 28**

75#	Tall Fescue
35#	Bermudagrass (unhulled)
500#	Fertilizer
4000#	Limestone

Note: 50# of Bahiagrass may be substituted for either Centipede or Bermudagrass only upon Engineer's request.

## Approved Tall Fescue Cultivars

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

On cut and fill slopes 2:1 or steeper Centipede shall be applied at the rate of 5 pounds per acre and add 20# of Sericea Lespedeza from January 1 - December 31.

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

**Temporary Seeding**

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

**Fertilizer Topdressing**

Fertilizer used for topdressing on all roadway areas except slopes 2:1 and steeper shall be 10-20-20 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 10-20-20 analysis and as directed.

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

**Supplemental Seeding**

The kinds of seed and proportions shall be the same as specified for *Seeding and Mulching*, with the exception that no centipede seed will be used in the seed mix for supplemental seeding. The rate of application for supplemental seeding may vary from 25# to 75# per acre. The actual rate per acre will be determined prior to the time of topdressing and the Contractor will be notified in writing of the rate per acre, total quantity needed, and areas on which to apply the supplemental seed. Minimum tillage equipment, consisting of a sod seeder shall be used for incorporating seed into the soil as to prevent disturbance of existing vegetation. A clodbuster (ball and chain) may be used where degree of slope prevents the use of a sod seeder.

**Basis of Payment**

There will be no direct payment for *Seeding and Mulching* as this is considered incidental to the work required to clean and paint the existing structure and will be included in the various pay items of work.

**LAW ENFORCEMENT**

**SPECIAL**

**Description**

Furnish law enforcement officers and marked law enforcement vehicles to direct traffic in accordance with the contract.

**Construction Methods**

Use uniformed law enforcement officers and marked law enforcement vehicles equipped with lights mounted on top of the vehicle and law enforcement vehicle emblems to direct or control traffic as required by the plans or by the Engineer.

**Measurement and Payment**

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

Payment will be made under:

**Pay Item**

Law Enforcement

**Pay Unit**

**TWELVE MONTH GUARANTEE:**

(7-15-03)

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.

## **PROJECT SPECIAL PROVISIONS**

### **MAINTENANCE AND PROTECTION OF TRAFFIC BENEATH PROPOSED STRUCTURE AT STATION**

**(8-13-04)**

#### **GENERAL**

Maintain traffic on South Saunders St. as shown in Traffic Control Plans and as directed by the Engineer.

Provide a minimum temporary vertical clearance of 16'-2" at all times during construction.

Submit plans and calculations for review and approval for protecting traffic and bracing girders, as described herein, at the above station before beginning work at this location. Have the drawings and design calculations prepared, signed, and sealed by a North Carolina Registered Professional Engineer. The approval of the Engineer will not relieve the Contractor of the responsibility for the safety of the method or equipment.

#### **PROTECTION OF TRAFFIC**

Protect traffic from any operation that affords the opportunity for construction materials, equipment, tools, etc. to be dropped into the path of traffic beneath the structure. Based on Contractor means and methods determine and clearly define all dead and live loads for this system, which, at a minimum, shall be installed between beams or girders over any travelway or shoulder area where traffic is maintained. Install the protective system before beginning any construction operations over traffic. In addition, for these same areas, keep the overhang falsework in place until after the rails have been poured.

#### **BRACING GIRDERS**

Brace girders to resist wind forces, weight of forms and other temporary loads, especially those eccentric to the vertical axis of the member during all stages of erection and construction. Before casting of intermediate diaphragms, decks, or connecting steel diaphragms do not allow the horizontal movement of girders to exceed ½ inch.

#### **BASIS OF PAYMENT**

Payment at the contract unit prices for the various pay items will be full compensation for the above work.

### **FALSEWORK AND FORMWORK**

**(9-30-11)**

#### **1.0 DESCRIPTION**

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

Falsework is any temporary construction used to support the permanent structure until it becomes self-supporting. Formwork is the temporary structure or mold used to retain

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

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

## **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**

### **Working Drawings**

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

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

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

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

If requested by the Engineer, submit with the working drawings manufacturer’s catalog data listing the weight of all construction equipment that will be supported on the temporary work. Show anticipated total settlements and/or deflections of falsework and forms on the working drawings. Include falsework footing settlements, joint take-up, and deflection of beams or girders. Falsework hangers that support concentrated loads and are installed at the edge of thin top flange concrete girders (such as bulb tee girders) shall be spaced so as not to exceed 75% of the manufacturer’s stated safe working load. Use of dual leg hangers (such as Meadow Burke HF-42 and HF-43) are not allowed on concrete girders with thin top flanges. Design the falsework and forms



supporting deck slabs and overhangs on girder bridges so that there will be no differential settlement between the girders and the deck forms during placement of deck concrete.

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

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

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

**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

**Time of Removal**

The following requirements replace those of Article 3.4.8.2.

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

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

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

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

**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.

### **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.

### **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.

## **METHOD OF MEASUREMENT**

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

## **BASIS OF PAYMENT**

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

## **SUBMITTAL OF WORKING DRAWINGS**

**(9-30-11)**

### **1.0 GENERAL**

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

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

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

## ADDRESSES AND CONTACTS

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

Via US mail:

Mr. G. R. Perfetti, P. E.  
State Bridge Design Engineer  
North Carolina Department  
of Transportation  
Structure Design Unit  
1581 Mail Service Center  
Raleigh, NC 27699-1581

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

Via other delivery service:

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

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

Submittals may also be made via email.

Send submittals to:

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

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

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

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

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

Via US mail:

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

Via other delivery service:

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

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

Via US mail:

Mr. John Pilipchuk, L. G., P. E.  
Western Regional Geotechnical  
Manager  
North Carolina Department  
of Transportation

Via other delivery service:

Mr. John Pilipchuk, L. G., P. E.  
Western Region Geotechnical  
Manager  
North Carolina Department  
of Transportation

Geotechnical Engineering Unit  
Western Regional Office  
5253 Z Max Boulevard  
Harrisburg, NC 28075

Geotechnical Engineering Unit  
Western Regional Office  
5253 Z Max Boulevard  
Harrisburg, NC 28075

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

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

Primary Structures Contact:

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

Secondary Structures Contacts:

James Gaither (919) 707 – 6409

Eastern Regional Geotechnical Contact (Divisions 1-7):

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

Western Regional Geotechnical Contact (Divisions 8-14):

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

## **SUBMITTAL COPIES**

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

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

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

## STRUCTURE SUBMITTALS

Submittal	Copies Required by Structure Design Unit	Copies Required by Geotechnical Engineering Unit	Contract Reference Requiring Submittal <sup>1</sup>
Arch Culvert Falsework	5	0	Plan Note, SN Sheet & “Falsework and Formwork”
Box Culvert Falsework <sup>7</sup>	5	0	Plan Note, SN Sheet & “Falsework and Formwork”
Cofferdams	6	2	Article 410-4
Foam Joint Seals <sup>6</sup>	9	0	“Foam Joint Seals”
Expansion Joint Seals (hold down plate type with base angle)	9	0	“Expansion Joint Seals”
Expansion Joint Seals (modular)	2, then 9	0	“Modular Expansion Joint Seals”
Expansion Joint Seals (strip seals)	9	0	“Strip Seals”
Falsework & Forms <sup>2</sup> (substructure)	8	0	Article 420-3 & “Falsework and Formwork”
Falsework & Forms (superstructure)	8	0	Article 420-3 & “Falsework and Formwork”
Girder Erection over Railroad	5	0	Railroad Provisions
Maintenance and Protection of Traffic Beneath Proposed Structure	8	0	“Maintenance and Protection of Traffic Beneath Proposed Structure at Station ____”
Metal Bridge Railing	8	0	Plan Note
Metal Stay-in-Place Forms	8	0	Article 420-3
Metalwork for Elastomeric Bearings <sup>4,5</sup>	7	0	Article 1072-8
Miscellaneous Metalwork <sup>4,5</sup>	7	0	Article 1072-8
Optional Disc Bearings <sup>4</sup>	8	0	“Optional Disc Bearings”
Overhead and Digital Message Signs (DMS) (metalwork and foundations)	13	0	Applicable Provisions

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

#### FOOTNOTES

1. References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Articles refer to the *Standard Specifications*.
2. Submittals for these items are necessary only when required by a note on plans.
3. Submittals for these items may not be required. A list of pre-approved sequences is available from the producer or the Materials & Tests Unit.



4. The fabricator may submit these items directly to the Structure Design Unit.
5. The two sets of preliminary submittals required by Article 1072-8 of the *Standard Specifications* are not required for these items.
6. Submittals for Fabrication Drawings are not required. Submittals for Catalogue Cuts of Proposed Material are required. See Section 5.A of the referenced provision. Submittals are necessary only when the top slab thickness is 18” or greater.

## **CRANE SAFETY**

**(8-15-05)**

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

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

### **CRANE SAFETY SUBMITTAL LIST**

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

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

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

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

**DESCRIPTION**

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

**MATERIAL REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

## **SAMPLING AND PLACEMENT**

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

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

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

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

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

## **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.

## **SPAN JACKING AND SUPPORT**

**(SPECIAL)**

### **SCOPE OF WORK**

Work to remove the existing interior beam bearing pedestals and bearings for Spans A and C at interior Bents 1 and 2, construct the proposed build-up wall as indicated in the Plans, and replace the bearings shall require the jacking of Spans A and C. Spans A and C shall be jacked at the interior Bent 1 and 2 locations according to the "Bridge Jacking Notes" as shown in the Plans. The superstructure shall be supported in the jacked position while the repair work is being completed. This work shall consist of furnishing all labor, equipment, and materials to jack and temporarily support the superstructure for the duration of time required to complete the repairs. Any damage to the existing structure as a result of the span jacking and support system shall be the responsibility of the Contractor.

The Contractor shall submit a jacking and support plan for approval prior to beginning work. The Contractor shall be responsible for determining the appropriate jacking loads required to release the bearings and the appropriate vertical and horizontal loads required to stabilize the structure while the repair work is being completed.

The Contractor's jacking and support plan shall follow the "Bridge Jacking Notes" as shown in the plans. Existing structure plans are available at the request of the Contractor.

## **MEASUREMENT AND PAYMENT**

Span Jacking and Support will be paid for at the lump sum contract price and will be full compensation for the design, installation, maintenance, and removal of the system.

Payment will be made under:

**Pay Item**

Span Jacking and Support

**Pay Unit**

Lump Sum

## **CONCRETE REPAIRS**

**(SPECIAL)**

### **DESCRIPTION**

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

The location and extent of repairs shown on the plans described herein are general in nature. The Engineer determines the exact extent of removal in the field based on an evaluation of the condition of the exposed surfaces. The Contractor shall coordinate with the Engineer for removal operations such that repairs will not be implemented on more than one face of the concrete element without the approval of the engineer.

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

### **REPAIR MATERIAL**

#### **Class AA Concrete Repair Material**

Repair material shall be Class AA Portland Cement Concrete as described in Section 1000 of the Standard Specifications.

Prior to the application of Class AA concrete, square up edges in repair areas, thoroughly clean surfaces to be repaired and remove all loose materials. Remove grease, wax, salt, and oil contaminants by scrubbing with an industrial grade detergent or degreasing compound followed by a mechanical cleaning. Remove weak or deteriorated concrete to sound concrete by bush hammering, gritblasting, scarifying, waterblasting, or other approved methods. Remove dirt, dust, laitance and curing compounds by gritblasting, sanding, or etching with 15% hydrochloric acid. Only acid etch if approved and follow it by scrubbing and flushing with copious amounts of clean water. Check the cleaning using moist pH paper. Water cleaning is complete when the paper reads 10 or higher. Follow all mechanical cleaning with vacuum cleaning.

When surface preparation is completed, mix and apply concrete in accordance with Standard Specifications and/or manufacturer's recommendations. Use aggregate that is washed, kiln-dried, and bagged. Apply bonding agent to all repair areas immediately prior to placing repair mortar. Repair areas shall be formed unless otherwise approved by the Engineer. Form areas to establish the original neat lines of the member being repaired.

Apply concrete to damp surfaces only when approved. In such instances, remove all free water by air-blasting. After applying the repair mortar, remove excessive material and provide a smooth, flush surface.

#### **TEMPORARY WORK PLATFORM**

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

#### **MEASUREMENT AND PAYMENT**

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

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

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Concrete Repairs	Cubic Feet

## **CLEANING AND PAINTING EXISTING BEARING PLATES**

**(9-30-11)**

Thoroughly clean the exposed surfaces of all bearing plates, anchor bolts, nuts and washers in the existing structure in accordance with the Article 442-7(B) of the Standard Specifications. Have the Engineer approve the cleaning of each unit before beginning painting.

After cleaning, apply a touch up coat of natural color organic zinc repair paint to the steel followed by a complete coat of the same paint.

Payment at the contract unit prices for the various pay items will be full compensation for the above work required for cleaning and painting existing bearing plates.

## **PAINTING EXISTING STRUCTURES**

REV 9/2011

### **SPECIALTY ITEMS:**

**Description of Work** - This work shall consist of furnishing all labor, equipment, and materials to clean and paint the structural steel of the existing bridges. Work includes: removing, containment and disposal of the existing paint system; preparation of the surface to be painted and applying the new paint system; traffic control, marking & delineation; portable lighting; erosion and sediment control; seeding and mulching all grassed areas disturbed; and all incidental items necessary to complete the project as specified and shown on the plans.

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

**Work Schedule** – Prior to the pre-construction meeting, the Contractor shall submit his work schedule to the Engineer. Schedule shall be kept up to date, with a copy of the revised schedule being provided to the Engineer in a timely manner (as determined by the Engineer).

**SSPC QP-2 Certification** - The existing paint systems include toxic substances such as red lead oxide, which are considered hazardous if improperly removed. Only contractors who are currently SSPC QP-2, Category A certified, and have successfully<sup>1</sup> completed lead paint removal on all similar structures within 18 months prior to this bid, may bid on and perform this work. **The Contractor must complete and submit a “Lead Abatement Affidavit” prior to being awarded the contract. This form may be downloaded from:**

**<http://www.ncdot.gov/projects/nbridges/#stats>**

**Twelve-month Observation Period** - The Contractor maintains responsibility for the coating system for a twelve (12) month observation period beginning upon the satisfactory completion of all the work required in the plans or as directed by the Engineer. The Contractor must guarantee

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<sup>1</sup> Successfully: All lead abatement work completed in accordance with contract specifications, free of citation from safety or environmental agencies. Lead abatement work shall include but not be limited to: abrasive blasting; waste handling, storage and disposal; worker safety during lead abatement activities (fall protection, PPE, etc.); and containment. This requirement is in addition to the contractor pre-qualification requirements covered by NCDOT Std. Specification, Section 102-2.

the coating system under the payment and performance bond (refer to Article 109-10). To successfully complete the observation period, the coating system must meet the following requirements after twelve (12) months service:

- No visible rust, contamination or application defect is observed in any coated area.
- Painted surfaces have a uniform color and gloss.
- Painted surfaces have an adhesion that meets an ASTM D-3359, 3A rating.

Final acceptance is made only after the paint system meets the above requirements.

**Submittals** - All submittals must be submitted to the Engineer for review and approval prior to the pre-construction meeting:

- Containment Drawings sealed by NC Professional Engineer
- Bridge Wash Water Sampling & Disposal Plan
- Sub- Contractor identification
- Lighting Plan for night work in accordance with NCDOT *Standard Specifications* Section 1413.
- Traffic Control Plan
  - a) NCDOT certified supervisors, flaggers and traffic control devices
- Health & safety Plan<sup>2</sup>
  - a) <sup>2</sup>Plan must address the minimum required topics as specified by the SSPC QP-1 and QP-2 program to also include hazard communication, respiratory health, emergency procedures, and local hospital and treatment facilities to include directions and phone numbers, disciplinary criteria for workers who violate the plan and accident investigation.
  - b) Contractor shall provide the Engineer a letter of certification that all employees performing work on the project have blood lead levels that are below the OSHA action level.
  - c) Competent Person qualifications and summary of work experience.
- Environmental Compliance Plan
- Quality Control Plan (Project Specific)

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<sup>2</sup> SSPC QP-1 required minimum: Hazardous Materials, Personal Protective Equipment, General Health and Safety, Occupational Health and Environmental Controls, Personal Protective Equipment, Fire Protection and Prevention, Signs Signals, and Barricades, Materials Handling, Storage, Use, and Disposal, Hand and Power Tools, Welding and Cutting, Electrical, Scaffolds, Fall Protection, Cranes, Derricks, Hoists, Elevators, and Conveyors, Ladders, Toxic and Hazardous Substances, Airless Injection and HPWJ.

- a) Quality control qualifications and summary of work experience
- Bridge and Public Protection Plan (Overspray, Utilities, etc. - Project/Task Specific)
- Abrasive Blast Media
  - a) Product Data Sheet
  - b) Blast Media Test Reports in accordance with NCDOT *Standard Specification* Section 1080-15.
- Coating Material
  - a) NCDOT HICAMS Test Reports (testing performed by NCDOT Materials & tests Unit).
  - b) Product Data Sheets
  - c) Material Safety Data Sheets
  - d) Product Specific Repair Procedures
  - e) Acceptance letters from paint manufacturer's for work practices that conflict with Project Special Provisions and or paint manufactures product data sheets.

**Pre-Construction Meeting** – Submittals shall be reviewed and be approved by the engineer prior to scheduling the Pre-Construction Meeting. The Contractor shall allow for a review process of no less than two (2) weeks.

When requesting a pre-construction meeting the Contractor must contact the Engineer at least 7 working days in advance of the desired pre-construction date. The contractor's project supervisor, competent person, quality control personnel and certified traffic control supervisor shall be in attendance for the Pre-Construction meeting in order for the Contractor and DOT team to establish roles responsibilities for various personnel during project duration and to establish realistic timeframes for problem escalation.

**Containment Plan for Weathering Steel** - The containment plan must meet or exceed the requirements of Class 3A containment in accordance with SSPC Guide 6. Enclosure drawings and loads supported by the structure must be prepared, signed and sealed by a Registered North Carolina Professional Engineer.

**Containment Plan for Non-Weathering Steel**- No work begins until the Contractor furnishes the Engineer with a containment plan for surface preparation and coating operations and the Engineer reviews and responds in writing about the acceptability of said plan. Allow a minimum of two weeks for review of the plan. Such plan must meet or exceed the requirements of Class 2A containment in accordance with SSPC Guide 6. Enclosure drawings and loads supported by the structure must be prepared, signed and sealed by a Registered North Carolina Professional Engineer.



In the containment plan describe how debris is contained and collected. Describe the type of tarpaulin and bracing materials and the maximum designed wind load. Describe the dust collection system and how a negative pressure of 0.03 inches of water column is maintained inside the enclosure while blasting operations are being conducted. Describe how the airflow inside the containment structure is designed to meet all applicable OSHA Standards. Describe how water run-off from rain will be routed by or through the enclosure. Describe how wash water will be contained and paint chips separated. Describe what physical containment will be provided during painting application to protect the public and areas not to be painted. Protect non-metallic parts of bearings from blasting and painting (ie: Pot Bearings, Elastomeric Pads, Disc Bearings).

**Wash water Sampling and Disposal Plan** - No work begins until the Contractor furnishes the Engineer with a containment plan for surface preparation and coating operations and the Engineer reviews and approves in writing said plan. All wash water shall be collected and sampled prior to disposal. Representative sampling and testing methodology shall conform to 15A NCAC 02B.0103, "Analytical Procedures". Wash water shall be tested for pollutants listed in 15A NCAC 02B.0211 (3), 15A NCAC 02T.0505 (b) (1) and 15A NCAC 2T.0905 (h) (See link below for NCDOT Guidelines for Managing Bridge Wash Water). Depending on the test results, wash water disposal methods shall be described in the disposal plan. Wash water shall be disposed of in accordance with all current state and federal regulations.

<http://www.ncdot.gov/projects/ncbridges/#stats>

**Waste Handling of Paint and Abrasives** – The Contractor will comply with the Resource Conservation and Recovery Act (RCRA – 40 CFR 261 - 265) and the Occupational Safety and Health Act (OSHA - 29 CFR 1910 - 1926) regulations for employee training, and for the handling, storage, labeling, recordkeeping, reporting, inspections and disposal of all hazardous waste generated during paint removal.

A summary of Generator Requirements is available at the above NCDOT web link which cites the specific regulations for each Generator category. Quantities of waste by weight and dates of waste generation must be recorded. Waste stored at the project site must be properly labeled.

The North Carolina Department of Environment and Natural Resources (NCDENR) have adopted RCRA as the North Carolina Hazardous Waste Management Rules and are responsible for enforcement. The "Hazardous Waste Compliance Manual for Generators of Hazardous Waste" is published by the Compliance Branch of the Division of Waste Management of NCDENR, and can be found at

<http://portal.ncdenr.org/web/wm/hw/rules>

The Contractor is required to maintain compliance with all federal, state and local regulations. Failure to comply with the regulations could result in fines and loss of qualified status with NCDOT.

Use a company from the below list of approved waste management companies. Immediately after award of the contract, the Contractor arranges for waste containers, sampling and testing, transportation and disposal of all waste. No work begins until the Contractor furnishes the

Engineer with a written waste disposal plan. Any alternative method for handling waste must be pre-approved by the Engineer.

Southern Logistics, Inc. – 312 Orvil Wright Blvd, Greensboro, NC 27409 (Ph. 336-662-0292)

A&D Environmental – PO Box 484, High Point, NC 27261 (Ph. 336-434-7750)

Poseidon Environmental Services, Inc. – 837 Boardman-Canfield Rd #209, Youngstown, OH (Ph. 330-726-1560)

Clean Harbors Reidsville, LLC – 208 Watlington Industrial Drive, Reidsville, NC 27320 (Ph. 336-342-6106)

### **Waste and Wash Water Sampling**

All removed paint and spent abrasive media shall be tested for lead following the SW-846 TCLP Method 1311 Extraction, as required in 40 CFR 261, Appendix 11, to determine whether it must be disposed of as hazardous waste. The Contractor shall furnish the Engineer certified test reports showing TCLP results and Iron analysis of the paint chips stored on site, with disposal being in accordance with “Flowchart on Lead Waste Identification and Disposal”.

[http://portal.ncdenr.org/c/document\\_library/get\\_file?p\\_l\\_id=38491&folderId=328599&name=DLFE-9855.pdf](http://portal.ncdenr.org/c/document_library/get_file?p_l_id=38491&folderId=328599&name=DLFE-9855.pdf)

The Competent Person shall obtain composite samples from each barrel of the wash water and waste generated by collecting two or more portions taken at regularly spaced intervals during accumulation. Composite the portions into one sample for testing purposes. Do not obtain portions of the composite sample from the very first or last part of the accumulation process. The sample(s) should be acquired after 10 percent or before 90 percent of the barrel has accumulated. Due to the difficulty of acquiring samples the intent is to provide samples that are representative of widely separated portions, but not the beginning and end of wash water or waste accumulation.

Perform sampling by passing a receptacle completely through the discharge stream, or by completely diverting the discharge into a sample container. If discharge of the wash water or waste is too rapid to divert the complete discharge stream, discharge into a container or transportation unit sufficiently large to accommodate and then accomplish the sampling in the same manner as given above.

Until test results are received, all waste shall be stored and labeled as “NCDOT Bridge Paint Removal Waste-Pending Analysis” and include the date generated and contact information for the Division HazMat Manager or Project Engineer. Waste containers shall be stored in an enclosed, sealed and secured storage container. Once test results are received and characterized, waste shall be labeled as either “Hazardous Waste-Pending Disposal” or “Paint Waste-Pending Disposal”.

Once the waste has been collected, and the quantity determined, the Contractor prepares the appropriate shipping documents and manifests and presents them to the Engineer. The Engineer will verify the type and quantity of waste and obtain a Provisional EPA ID number from the

NC Hazardous Waste Section  
North Carolina Department of Environment & Natural Resources  
1646 Mail Service Center

Raleigh, NC 27699  
Phone (919) 508-8400 Fax (919) 715-4061

At the time of shipping the Engineer will sign, date and add the ID number in the appropriate section on the manifest. The maximum on-site storage time for collected waste shall be 90 days. All waste whether hazardous or non-hazardous will require numbered shipping manifests. The cost for waste disposal (including lab and Provisional EPA ID number) is included in the bid price for this contract. Note NC Hazardous Waste Management Rules (15A NCAC 13A) for more information. Provisional EPA ID numbers may be obtained at this link:

<http://portal.ncdenr.org/web/wm/provisional-hw-notification-page>

Testing labs shall be certified in accordance with North Carolina State Laboratory Public Health Environmental Sciences. List of certified laboratories may be obtained at this link:

<http://slphreporting.ncpublichealth.com/EnvironmentalSciences/Certification/CertifiedLaboratory.asp>

All test results shall be documented on the lab analysis as follows:

1. For leachable lead
  - a. Soils/Solid/Liquid- EPA 1311/200.7/6010

All sampling shall be done in presence of the Engineer's representative.

**Equipment Mobilization** - The equipment used in any travel lanes and paved shoulder must be mobile equipment on wheels that has the ability to move on/off the roadway in less than 30 minutes. All work conducted in travel lanes must be from truck or trailer supported platforms and all equipment must be self propelled or attached to a tow vehicle at all times.

**QUALITY CONTROL INSPECTOR** – The Contractor provides a quality control inspector in accordance with the SSPC QP guidelines to ensure that all processes, preparation, blasting and coating application are in accordance with the requirements of the contract. The inspector shall have written authority to perform QC duties to include continuous improvement of all QC internal procedures. The presence of the engineer or inspector at the work site shall in no way lessen the contractor's responsibility for conformity with the contract

**QUALITY ASSURANCE INSPECTOR**- The quality assurance inspector which may be a Department employee or a designated representative of the Department shall observe, document, assess and report that the Contractor is complying with all of the requirements of the contract. Inspectors employed by the Department are authorized to inspect all work performed and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector is not authorized to alter or waive the requirements of the contract. Each stage in preparing the structure to be coated which includes but not limited to washing, blasting, coating testing and inspection shall be inspected and approved by the Engineer or his authorized representative .

**SUBLETTING OF CONTRACT:**

Only contractors certified to meet SSPC QP-2, Category A, and have successfully completed lead paint removal on all similar structures within 18 months prior to this bid are qualified for this work. Work is only sublet by approval of the Engineer.

### **SPECIFICATIONS:**

The North Carolina Department of Transportation (NCDOT) Standard Specifications for Roads and Structures dated January 2012; together with these Special Provisions apply to this project. Surface preparation and painting are performed in accordance with Section 442 except where otherwise noted in these Special Provisions. The Paint materials must meet the applicable materials specifications under Section 1080. Materials approvals are in accordance with 3.0 Materials of this Special Provision.

### **1.0 PREPARATION OF SURFACES:**

- 1.1** Power washing – Before any other surface preparation are conducted, all surfaces shall be power washed to remove dust, salts, dirt and other contaminants. All wash water shall be contained, collected and tested in accordance with the requirements of NCDOT Managing Bridge Wash Water specification. Under no circumstances will surface preparation or painting activities be started over cleaned surfaces until all surfaces are free of standing water and dry to the touch, and then only after approval by the Engineer.
- 1.2** Blasting is done with recyclable steel grit meeting the requirements of Section 1080-15. The profile must be between 1.0 and 3.0 mils when measured on a smooth steel surface. A minimum of two tests per beam/girder and two tests per span of diaphragms/cross bracing shall be conducted and documented.
- 1.3** Tarpaulins are spread over all pavements and surfaces underneath equipment utilized for abrasive recycling and other lead handling equipment or containers. This requirement shall be enforced during activity and inactivity of equipment.
- 1.4** Before the contractor departs from the work site at the end of the work day, all debris generated during surface preparation and all dust collector hoses, tarps, or other appurtenances containing blasting residue are collected in approved containers.
- 1.5** The Contractor cleans a three inch by three inch area at each structure to demonstrate the specified finish and the inspector preserves this area by covering it with tape, plastic or some other suitable means so that it can be retained as the DFT gage adjustment standard. An acceptable alternative is for the Contractor to provide a steel plate with similar properties and geometry as the substrate to be measured.
- 1.6** The contractor and or quality assurance representative shall notify the Engineer of any area of corroded steel which has lost more than 50% of its original thickness.
- 1.7** All parts of the bridges not to be painted, and the travelling public, shall be protected from overspray. The Contractor shall submit a plan to protect all parts of bridge that are not required to be painted, in addition to a plan to protect the traveling public and surrounding environment while applying all coats of paint to a structure.

1.8 Contractor must insure that chloride levels on the surfaces are  $7 \text{ ug/cm}^2$  or lower using an acceptable sample method in accordance with SSPC Guide 15. The frequency of testing shall be as follows:

- A. **Non-Weathering Steel** - 2 tests per span after all surface preparation has been completed and immediately prior to painting.
- B. **Weathering Steel** - 4 tests per pier, and/ or 2 tests per abutment on separate main members (girder/beam).

Test areas selected shall represent the greatest amount of corrosion in the span as determined by the Engineers' representative.

1.9 All weld splatter, slag or other surface defects resulting in a raised surface above the final paint layer shall be removed prior to application of primer coat.

## **2.0 PAINTING OF STEEL:**

**Paint System 1, Non-Weathering Steel** as specified in these special provisions and Section 442 of NCDOT's *Standard Specifications*, is to be used for this work. System 1 is an inorganic zinc primer, two coats acrylic paint and one stripe coat of acrylic paint over blast cleaned surfaces in accordance with SSPC-SP-10 (Near White Blast).

**Paint System 4, Weathering Steel** as specified in these special provisions and Section 442 of NCDOT's *Standard Specifications*, is to be used for this work. System 1 is an acrylic primer and acrylic topcoats used over blast cleaned surfaces in accordance with SSPC-SP-6. Provide a curing period for the first primer coat of paint of at least 24 hours prior to applying successive layers of paint. Paint terminations shall be finished as to provide a neat and straight line appearance.

Perform all mixing operations over an impervious surface with provisions to prevent runoff to grade of any spilled material. The contractor is responsible for reporting quantities of thinner purchased as well the amounts used. No container with thinner shall be left uncovered, when not in use.

Apply two inch (2") stripe coat by **BRUSH OR ROLLER ONLY** to all exposed edges of steel including fasteners before applying the finish coat. Locate the edge or corner in the approximate center of the paint stripe.

Any area where newly applied paint fails to meet the specifications must be repaired or replaced by the Contractor. The Engineer approves all repair processes before the repair is made. Repaired areas must meet the specifications. The Contractor applies an additional finish coat of paint to areas where the tape adhesion test is conducted.

## **3.0 MATERIALS:**

Only paint suppliers that have a NCDOT qualified inorganic zinc primer may furnish paints for this project. All paints applied to a structure must be from the same supplier. Before any paints

are applied the Contractor provides the Engineer a manufacturer's certification that each batch of paint meets the requirements of the applicable Section 1080 of the *Standard Specifications*.

The inspector randomly collects a one pint sample of each paint product used on the project. Additional samples may be collected as needed to verify compliance to the specifications.

Do not expose paint materials to rain, excessive condensation, long periods of direct sunlight, or temperatures above 110F or below 40F. In addition, the Contractor shall place a device which records the high, low and current temperatures inside the storage location. Follow the manufacturer's storage requirements if more restrictive than the above requirements.

#### **4.0 INSPECTION:**

Surface Preparation for System 1 shall be in accordance with SSPC SP-10. Any area(s) not meeting the requirements of SSPC SP 10 shall be remediated prior to application of coating. Surface inspection is considered ready for inspection when all blast abrasive, residue and dust is removed from surfaces to be coated.

Surface Preparation for System 4 shall be in accordance with SSPC SP-6. Any area(s) not meeting the requirements of SSPC SP 6 shall be remediated prior to application of coating. Surface inspection is considered ready for inspection when all blast abrasive is removed from surfaces to be coated.

Quality Assurance Inspection - The Contractor furnishes all necessary OSHA approved apparatus such as ladders, scaffolds and platforms as required for the inspector to have reasonable and safe access to all parts of the work. The contractor illuminates the surfaces to be inspected to a minimum of 50-foot candles of light. All access points shall be illuminated to a minimum of 20-foot candles of light.

NCDOT reserves the right for ongoing QA (Quality Assurance) inspection to include but not limited to surface contamination testing, adhesion pull testing and DFT readings as necessary to assure quality.

The Contractor informs the Engineer and the Division Safety Engineer of all scheduled and unannounced inspections from SSPC, OSHA, EPA and/or others that come on site and furnishes the Engineer a copy of all inspection reports except for reports performed by a third party and or consultant on behalf of the contractor.

Inspection Instruments - The Contractor furnishes at least the following calibrated instruments at site and conducts the quality control testing:

- Sling Psychrometer - ASTM E-337 – bulb type
- Surface Temperature Thermometer
- Wind Speed Indicator
- Tape Profile Tester – ASTM D-4417 Method C
- Surface Condition Standards – SSPC VIS-1 and VIS-3
- Wet Film Thickness Gage – ASTM D-4414
- Dry Film Thickness Gage – SSPC-PA2 Modified
- Solvent Rub Test Kit – ASTM D-4752

Adhesion Test Kit – ASTM D-3359 Method A (Tape Test)  
Adhesion Pull test – ASTM D-4541  
Surface Contamination Analysis Kit or (Chloride Level Test Kit)

The contractor maintains a daily quality control record in accordance with Section 442-12 and such records must be available at the job site for review by the inspector and be submitted to the Engineer as directed. In addition to the information required on M&T-610, the Contractor shall submit all DFT readings as required by these Special Provisions on a form equivalent to M&T-611.

The dry film thickness is measured at each spot as indicated on the attached diagram at no less than specified for each paint system as listed below:

Dry film thickness is measured at each spot on the attached diagram and at the required number of locations as specified below:

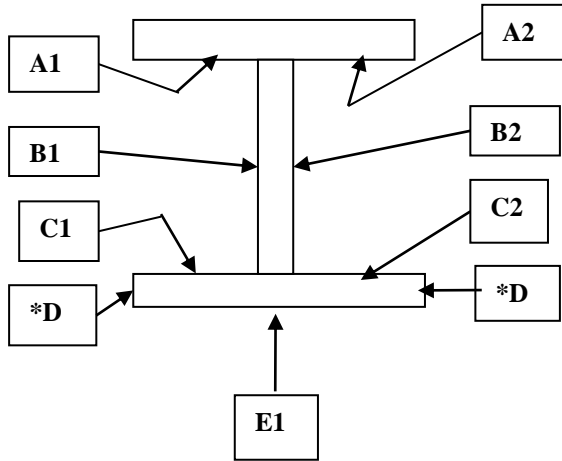
1. For span members less than 45 feet; three random locations along each girder in each span.
2. For span members greater than 45 feet; add 1 additional location for each additional 10 feet in span length.

DFT measurements for the prime coat shall not be taken for record until the zinc primer has cured in accordance with ASTM D-4752 (MEK Rub Test) with no less than a four resistance rating.

Stiffeners and other attachments to beams and or plate girders shall be measured at no less than five random spots per span. Also dry film thickness is measured at no less than six random spots per span on diaphragms/“K” frames.

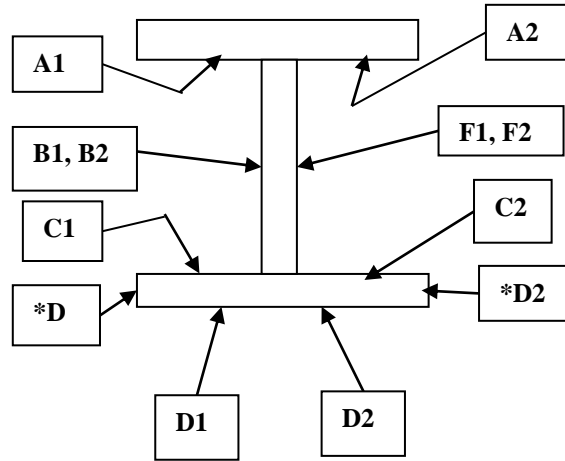
Each spot is an average of three to five individual gage readings as defined in SSPC PA-2. No spot average shall be less than 80% of minimum DFT for each layer applied; this does not apply to stripe coat application. Spot readings that are non-conforming shall be re-accessed by performing additional spot measurements not to exceed one foot intervals on both sides of the low areas until acceptable spot averages are obtained. These non-conforming areas shall be corrected by the contractor prior to applying successive coats.

**Less than 36" in height and/or bottom flanges less than 16" in width.**  
**7 Spot Areas**  
**21 Individual DFT Readings**



**\*D areas are only included when flange thickness is one inch (1") or greater.**

**36" in height or greater and/or bottom flanges greater than 16" in width.**  
**10 Spot Areas**  
**30 Individual DFT Readings**



**\*D areas are only included when flange thickness is one inch (1") or greater.**

- A. Paint System 1** - Two random adhesion tests (1 test=3 dollies) per span are conducted on interior surfaces in accordance with ASTM D-4541 (Adhesion Pull Test) after the prime coat has been properly cured in accordance with ASTM D-4752 (MEK Rub Test) with no less than a 4 resistance rating, and will be touched up by the Contractor. The required minimum average adhesion is 400 psi.

Paint System 4 - Provide a curing period for the first primer coat of paint of at least 24 hours prior to applying successive layers of paint and all primed areas are cured by utilizing the thumb test prior to the application of any successive layers of paint.

- B** Cure of the intermediate and stripe coats shall be accessed by utilizing the thumb test in accordance with ASTM D-1640 (Curing Formation Test) prior to the application of any successive layers of paint.
- C.** One random Cut Tape adhesion test per span is conducted in accordance with ASTM D-3359 (X-Cut Tape Test) on interior surface after the finish coat is cured. Repair areas shall be properly tapered and touched up by the Contractor.

## **5.0 SAFETY AND ENVIRONMENTAL COMPLIANCE PLANS:**

Personnel access boundaries are delineated for each work site using signs, tape, cones or other approved means. Submit copies of safety and environmental compliance plans that comply with SSPC QP-2 Certification requirements.



## **6.0 ENVIRONMENTAL MONITORING:**

Comply with Section 442-13(B) of NCDOT's Standard Specifications.

A "Competent Person"<sup>3</sup> is on site during all surface preparation activities and monitors the effectiveness of containment, dust collection systems and waste sampling. Before any work begins the Contractor provides a written summary of the responsible person's safety training.

Area sampling will be performed for the first two (2) days at each bridge location. The area sample will be located within five feet of the containment and where the highest probability of leakage will occur (access door, etc.). Results from the area sampling will be given to the Engineer within seventy-two (72) hours of sampling (excluding weekends) If the results of the samples exceed 20 ug/m<sup>3</sup> corrective measures must be taken and monitoring will be continued until two consecutive samples come back less than 20 ug/m<sup>3</sup>.

Any visible emissions outside the containment enclosure or pump monitoring results exceeding the level of 30 µg/m<sup>3</sup> TWA is justification to suspend the work.

Where schools, housing and/or buildings are within five hundred (500) feet of the containment, the Contractor shall perform initial TSP-Lead monitoring for the first ten (10) days of the project; during abrasive blasting, vacuuming and containment removal. Additional monitoring will be required during abrasive blasting two days per month thereafter. Results of the TSP monitoring at any location shall not exceed 1.5 ug/m<sup>3</sup>.

This project may involve lead and other toxic metals such as arsenic, cadmium and hexavalent chromium. It is the contractor's responsibility to test for toxic metals and if found, comply with the OSHA regulations, which may include medical testing.

## **7.0 HEALTH AND SAFETY RESPONSIBILITY:**

Comply with Section 442-13(C) of NCDOT's Standard Specifications. Insure employee blood sampling test results are less than 50 micrograms per deciliter. Remove employees with a blood sampling test of 50 or more micrograms per deciliter from work activities involving any lead exposure.

An employee who has been removed with a blood level of 50 micrograms per deciliter or more shall have two consecutive blood sampling tests spaced one week apart indicating that the employee's blood lead level is at or below 40 micrograms per deciliter before returning to work activities involving any lead exposure.

Prior to blasting operations the Contractor shall have an operational OSHA approved hand wash station at each bridge location and a decontamination trailer at each bridge or between bridges unless the work is on the roadway, or the contractor can show reason why it is not feasible to do so in which the Contractor will provide an alternative site as approved by the Engineer. The

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<sup>3</sup> **Competent Person** as defined in OSHA 29 CFR 1926.62 is one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who have authorization to take prompt corrective measures to eliminate them.

contractor shall assure that all employees whose airborne exposure to lead is above the PEL shall shower at the end of their work shift.

All OSHA recordable accidents that occur during the project duration are to be reported to the Engineer within twenty four (24) hours of occurrence. In addition, for accidents that involve civilians and or property damage that occur within the work zone the Division Safety Engineer shall be notified immediately.

**8.0 STORAGE OF PAINT AND EQUIPMENT:**

The Prime Contractor provides a location for materials, equipment and waste storage. Tarpaulins are spread over all pavements and surfaces underneath equipment utilized for abrasive recycling and other lead handling equipment or containers. All land and or lease agreements that involve private property shall disclose to the property owner that lead and other heavy metals may be present on the Contractor's equipment. Prior to storing the Contractor's equipment on private property the Engineer shall receive a notarized written consent signed by the land owner submitted at least forty-eight (48) prior to using property. All storage of paint, solvents and other materials applied to structures shall be stored in accordance with Section 442 of the Specifications or manufacturers' requirements. The more restrictive requirements will apply.

**9.0 UTILITIES:**

The Contractor protects all utility lines or mains which may be supported on, under, or adjacent to bridge work sites from damage and paint over-spray.

**10.0 PAYMENT:**

The cost of inspection, surface preparation and repainting the existing structure is included in the lump sum price bid for *Cleaning and Repainting of Bridge #\_\_\_*. This price is full compensation for furnishing all inspection equipment, all paint, cleaning abrasives, cleaning solvents and all other materials; preparing and cleaning surfaces to be painted; applying paint in the field; protecting work, traffic and property; and furnishing blast cleaning equipment, paint spraying equipment, brushes, rollers and any other hand or power tools and any other equipment; containment, handling and disposal of debris and wash water, all personal protective equipment, and all personal hygiene requirements.

*Pollution Control* will be paid for at the contract lump sum price which price will be full compensation for all collection, handling, storage, air monitoring, and disposal of debris and wash water, all personal protective equipment, and all personal hygiene requirements, and all equipment, material and labor necessary to fully contain the blast debris; daily collection of the blast debris into specified containers; and any measures necessary to ensure conformance to all safety and environments regulations as directed by the Engineer.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Cleaning and Repainting of Bridge #___	Lump Sum
Pollution Control	Lump Sum

## **DESCRIPTION OF BRIDGE**

**Bridge #571:** The bridge was built in 1981 and is located on I-40 over South Saunders Street (US-70) in the city of Raleigh in Wake County, NC. The bridge has an overall length of 202'± and consists of 3 spans. Span A varies in length from 30'± to 52'±. Span B is approximately 121'± in length. Span C varies in length from 30'± to 52'±. The total bridge width is approximately 170'-10" out to out. Spans A and C consist of rolled steel beams with tapered plate girders on the exterior of the structure. Span B consists of steel plate girders. There are a total of 24 lines of beams/girders in each span. Existing structural steel is unpainted weathering steel and the estimated area to be cleaned and painted is **9000 sq. ft.** based on the requirements of Paint System 4 in the Standard Specifications for coverage "within a distance of 1½ times the depth of the beam or girder at the bearing."

## **DISADVANTAGED BUSINESS ENTERPRISE (POC AND MUNICIPALITIES):**

(10-16-07)(Rev 12-21-10)

### **Policy**

It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in *49 CFR Part 26* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds.

### **Obligation**

The Contractor, subcontractor, and sub-recipient shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Contractor shall comply with applicable requirements of *49 CFR Part 26* in the award and administration of federally assisted contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems necessary.

### **Definitions**

*Commitment* - The approved DBE participation submitted by the prime contractor during the bidding process.

*Committed DBE* - Any DBE listed on the DBE commitment list approved by the Department at the time of bid submission or any DBE utilized as a replacement for a DBE firm listed on the commitment list.

*Department* - North Carolina Department of Transportation

*Municipality* - The entity letting the contract, when this provision refers to the Department or DOT, it shall mean municipality, if applicable.

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

*Goal* - The DBE participation specified herein

*Letter of Intent* – Written documentation of the bidder/offeror’s commitment to use a DBE subcontractor and confirmation from the DBE that it is participating in the contract.

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

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

*SAF Subcontract Approval Form* - Form required for approval to sublet the contract.

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

*Standard Specifications* – The general term comprising all directions, provisions, and requirements contained or referred to in the *North Carolina Department of Transportation Standard Specifications for Roads and Structures* and any subsequent revisions or additions to such book that are issued under the title *Supplemental Specifications*.

*USDOT* - United States Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

## **Contract Goal**

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

Disadvantaged Business Enterprises **0 %**

- (A) *If the goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in at least the percent of the contract as set forth above as the goal.
- (B) *If the goal is zero*, the Contractor shall continue to recruit the DBEs and report the use of DBEs during the construction of the project. A good faith effort will not be required with a zero goal.

## **Contract Requirement**

The approved DBE participation submitted by the Contractor shall be the **Contract Requirement**.

## **Certified Transportation Firms Directory**

Real-time information about firms doing business with the Department and firms that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://apps.dot.state.nc.us/vendor/directory> in the address bar of your web browser. Only firms identified as DBE certified in the Directory can be utilized to meet the contract goals.

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

## **Listing of DBE Subcontractors in Contract**

Only those DBE firms with current certification are acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

- (A) *If the goal is more than zero* bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation on the appropriate form (or facsimile thereof) contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract. If the bidder has no DBE participation, they shall indicate this on the form "Listing of DBE Subcontractors" by entering the word or number zero. This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation**. Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be returned to the bidder.
- (B) *If the goal is zero*, bidders at the time the bid proposal is submitted, shall enter the word "zero" or number "0" or if there is participation, add the value on the "Listing of DBE Subcontractors" (or facsimile thereof) contained elsewhere in the contract documents.

## **Written Documentation – Letter of Intent**

The bidder shall submit written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal and written confirmation

from each DBE, listed in the proposal, indicating their participation in the contract. This documentation shall be submitted on the Department's form titled "Letter of Intent to Perform as a Subcontractor". This letter of intent form is available at:

<http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf> It shall be received in the office of the State Bridge Management Engineer no later than noon of the sixth calendar day following opening of bids.

If the bidder fails to submit the letter of intent from each committed DBE listed in the proposal indicating their participation in the contract, the DBE participation will not count toward meeting the goal.

### **Counting DBE Participation Toward Meeting DBE Goal of Zero or More**

- (A) If a firm is determined to be an eligible DBE firm, the total dollar value of the participation by the DBE will be counted toward the contract requirement. The total dollar value of participation by a certified DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Contractor.
- (B) When a DBE performs as a participant in a joint venture, the Contractor may count toward its DBE goal a portion of the total value of participation with the DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.
- (C)
  - (1) The Contractor may count toward its DBE requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
  - (2) A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department for commercially useful functions. The Department's decision on the  
  
rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.
  - (3) The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function.

- (a) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.
- (b) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (c) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- (e) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement. The value of services performed under lease agreements between the DBE and Contractor will not count towards the contract requirement.
- (f) For purposes of this paragraph, a lease shall indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.

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

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

- (1) The fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a

DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.

- (2) The fees or commissions charged for assistance in the procurement of the materials and supplies, or for 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 not from a manufacturer or regular dealer and provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder shall submit to the Department (State Bridge Management Engineer) documentation of its good faith efforts made to reach the contract goal. One complete set and one copy of this information shall be received in the office of the (State Bridge Management Engineer) no later than noon of the sixth calendar day following opening of bids. Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Department considers in judging good faith efforts. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The following factors will be used to determine if the bidder has made adequate good faith effort:

- (A) Whether the bidder attended any pre-bid meetings that were scheduled by the Department to inform DBEs of subcontracting opportunities.
- (B) Whether the bidder provided solicitations through all reasonable and available means (e.g. advertising in newspapers owned and targeted to the Disadvantaged) at least 10 calendar days prior to bid opening. Whether the bidder provided written notice to all DBEs listed in the NCDOT Directory of Transportation Firms, within the Divisions and surrounding Divisions where the project is located, that specialize in the areas of work (as noted in the DBE Directory) that the bidder will be subletting.
- (C) Whether the bidder followed up initial solicitations of interests by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted Divisions do not provide an intent to quote or no DBEs specialize in the subcontracted areas, the bidder shall notify DBEs outside of the targeted Divisions that specialize in the subcontracted areas, and contact the Director of Business and Opportunity Workforce Development to give notification of the bidder's inability to get DBE quotes.
- (D) Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE



participation, even when the bidder might otherwise perform these work items with its own forces.

- (E) Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications and requirements of the contract.
- (F) Whether the bidder negotiated in good faith with interested DBEs without rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be noted in writing with a description as to why an agreement could not be reached.
- (G) Whether quotations were received from interested DBE firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firms quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered as sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy contract goals.
- (H) Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation.
- (I) Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance, and/or bonding to satisfy the work requirements in the bid proposal.
- (J) Any other evidence that the bidder submits which show that the bidder has made reasonable good faith efforts to meet the contract goal.

If a bidder is the apparent lowest responsive bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department will consider allowing the bidder to combine the DBE participation as long as the DBE overall goal value of the combined projects is achieved.

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 the Department that the contract goal can be met or that adequate good faith efforts have been made to meet the goal.

### **DBE Replacement**

The Contractor shall not terminate a committed DBE subcontractor for convenience or perform the work with its own forces or those of an affiliate. If the Contractor fails to demonstrate reasonable efforts to replace a committed DBE firm that does not perform as intended with another committed DBE firm or completes the work with its own forces without the Engineer's approval, the Contractor may be disqualified from further bidding for a period of up to 6 months.

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

**(A) Performance Related Replacement**

When a DBE is terminated or fails to complete its work on the contract for any reason, the Contractor shall take all necessary, reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work as the DBE that was terminated. The Contractor is encouraged to first attempt to find another DBE firm to do the same work as the DBE that was being terminated.

To demonstrate necessary, reasonable good faith efforts, the Contractor shall document the steps they have taken to replace any DBE subcontractor who is unable to perform successfully with another DBE subcontractor. Such documentation shall include but not be limited to the following:

- (1) Copies of written notification to DBEs that their interest is solicited in subcontracting the work defaulted by the previous DBE subcontractor or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of DBEs who were contacted.
  - (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
- (3) For each DBE contacted but rejected as unqualified, the reasons for the Contractor's conclusion.
- (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

**(B) Decertification Replacement**

- (1) When a committed DBE is decertified by the Department after a Request for Subcontract has been received by the Department, the Department will not require the Prime Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract requirement.
- (2) When a committed DBE is decertified prior to the Department receiving a Request for Subcontract for the named DBE firm, the Prime Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the contract goal or demonstrate that it has made a good faith effort to do so.

## **Changes in the Work**

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

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

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

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

## **Reports**

A Subcontract Approval Form shall be submitted for all work which is to be performed by a DBE subcontractor, both committed and non-committed subcontractors. The Department reserves the right to require copies of actual subcontract agreements involving DBE subcontractors.

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

All certifications will be considered a part of the project records, and consequently will be subject to penalties under Federal Law associated with falsifications of records related to projects.

## **Reporting Disadvantaged Business Enterprise Participation**

(A) The Contractor shall provide the Engineer with an accounting of payments made to Disadvantaged Business Enterprise firms, including material suppliers, 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:

- (1) Withholding of money due in the next partial pay estimate; or

- (2) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list. (Municipality may add to, change or delete this section.)
- (B) The Contractor shall report the accounting of payments on the Department's DBE Subcontractor Payment Information Form DBE-IS, which is available at: <http://www.ncdot.org/doh/forms/files/DBE-IS.xls>. This shall be reported to the (Officer/Engineer).
- (C) Contractors reporting transportation services provided by non-DBE lessees shall evaluate the value of services provided during the month of the reporting period only.

Prior to payment of the final estimate, the Contractor shall furnish an accounting of total payment to each DBE. A responsible fiscal officer of the payee contractor, subcontractor, or second tier subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct.

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

Because Federal Funding is being used to fund this project, 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.

Because Federal Funding is being used to fund this project, 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 working on any Federal or State project until the required information is submitted.

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

Failure to meet contract requirements in accordance with Article 102-16(J) of the *Standard Specifications* may be cause to disqualify the Contractor.

## LISTING OF DBE SUBCONTRACTORS

Sheet \_\_\_\_\_ of \_\_\_\_\_

FIRM NAME AND ADDRESS	DBE	ITEM NO.	ITEM DESCRIPTION	* AGREED UPON UNIT PRICE	** DOLLAR VOLUME OF ITEM

\*\* Dollar Volume of DBE Subcontractor   \$ \_\_\_\_\_  
DBE 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 DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

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

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

**ITEMIZED PROPOSAL FOR PROJECT NO. 17BP.5.H.2**

The Contractor agrees to provide the services outlined in this proposal for the following fixed price:

Line No.	Item No.	Sec #	Description	Quantity	Unit Cost	Amount
1	0000100000-N	800	MOBILIZATION	LS	LS	
2	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	160 SF		
3	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	272 SF		
4	4415000000-N	1115	FLASHING ARROW PANELS, TYPE C	3 EA		
5	4420000000-N	1120	CHANGEABLE MESSAGE SIGN	3 EA		
6	4430000000-N	1130	DRUMS	150 EA		
7	4480000000-N	1165	TMIA	2 EA		
8	4510000000-N	SP	LAW ENFORCEMENT	390 HR		
9	8657000000-N	430	ELASTOMERIC BEARINGS	LS	LS	
10	8860000000-E	SP	GENERIC STRUCTURE ITEM CLEANING AND REPAINTING BRIDGE # 571	LS	LS	
11	8860000000-E	SP	GENERIC STRUCTURE ITEM POLLUTION CONTROL	LS	LS	
12	8860000000-E	SP	GENERIC STRUCTURE ITEM SPAN JACKING & SUPPORT	LS	LS	
13	8882000000-E	SP	GENERIC STRUCTURE ITEM CONCRETE REPAIRS	737 SY		
<b>TOTAL AMOUNT OF BID FOR ENTIRE PROJECT</b>						

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

Contractor's License Number \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**ACCEPTANCE OF PROPOSAL**

AGENCY: NC DEPARTMENT OF TRANSPORTATION, RALEIGH, NC

BY: \_\_\_\_\_, STATE BRIDGE MANAGEMENT ENGINEER

Contract No. \_\_\_\_\_

Rev. 4-19-11

County \_\_\_\_\_

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

**CORPORATION**

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

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

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Full name of Corporation

\_\_\_\_\_  
Address as Prequalified

Attest \_\_\_\_\_

Secretary/Assistant Secretary  
*Select appropriate title*

By \_\_\_\_\_

President/Vice President/Assistant Vice President  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Contract No. \_\_\_\_\_

Rev. 4-19-11

County \_\_\_\_\_

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

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

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

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_ Full Name of Partnership

\_\_\_\_\_ Address as Prequalified

\_\_\_\_\_ By \_\_\_\_\_  
Signature of Witness Signature of Partner

\_\_\_\_\_ Print or type Signer's name

\_\_\_\_\_ Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_ Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



Contract No. \_\_\_\_\_

Rev. 4-19-11

County \_\_\_\_\_

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

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

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

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_ Full Name of Firm

\_\_\_\_\_ Address as Prequalified

\_\_\_\_\_ Signature of Witness

\_\_\_\_\_ Signature of Member/Manager/Authorized Agent  
*Select appropriate title*

\_\_\_\_\_ Print or type Signer's name

\_\_\_\_\_ Print or type Signer's Name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_ Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

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

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

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

**SIGNATURE OF CONTRACTOR**

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

(1) \_\_\_\_\_  
Name of Joint Venture

(2) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness or Attest By \_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print or type Signer's name \_\_\_\_\_  
Print or type Signer's name

*If Corporation, affix Corporate Seal* and

(3) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness or Attest By \_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print or type Signer's name \_\_\_\_\_  
Print or type Signer's name

*If Corporation, affix Corporate Seal* and

(4) \_\_\_\_\_  
Name of Contractor (for 3 Joint Venture only)

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness or Attest By \_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print or type Signer's name \_\_\_\_\_  
Print or type Signer's name

*If Corporation, affix Corporate Seal*

**NOTARY SEAL**

*Affidavit must be notarized for Line (2)*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

*Affidavit must be notarized for Line (3)*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

*Affidavit must be notarized for Line (4)*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Contract No. \_\_\_\_\_

Rev. 4-19-11

County \_\_\_\_\_

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

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

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

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

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor

\_\_\_\_\_ Individual name

Trading and doing business as

\_\_\_\_\_ Full name of Firm

\_\_\_\_\_ Address as Prequalified

\_\_\_\_\_ Signature of Witness

\_\_\_\_\_ Signature of Contractor, Individually

\_\_\_\_\_ Print or type Signer's name

\_\_\_\_\_ Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_ Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Contract No. \_\_\_\_\_

Rev. 4-19-11

County \_\_\_\_\_

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

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

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

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

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor \_\_\_\_\_  
Print or type Individual name

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Contractor, Individually

\_\_\_\_\_  
Print or type Signer's Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## DEBARMENT CERTIFICATION

### Conditions for certification:

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

### **DEBARMENT CERTIFICATION**

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

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

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

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

Check here if an explanation is attached to this certification.

**SUBSTITUTE FORM W-9**  
**VENDOR REGISTRATION FORM**  
**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

**INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD**

CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME

**NAME:** \_\_\_\_\_

**MAILING ADDRESS: STREET/PO BOX:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**DBA / TRADE NAME (IF APPLICABLE):** \_\_\_\_\_

- INDIVIDUAL (use Social Security No.)       SOLE PROPRIETER (use SS No. or Fed ID No.)  
 CORPORATION (use Federal ID No.)       PARTNERSHIP (use Federal ID No.)  
 ESTATE/TRUST (use Federal ID no.)       STATE OR LOCAL GOVT. (use Federal ID No.)  
 OTHER / SPECIFY \_\_\_\_\_

**SOCIAL SECURITY NO.** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (Social Security #)

**OR**

**FED.EMPLOYER IDENTIFICATION NO.** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (Employer Identification #)

<b>COMPLETE THIS SECTION IF PAYMENTS ARE MADE TO AN ADDRESS OTHER THAN THE ONE LISTED ABOVE:</b>
<b>REMIT TO ADDRESS: STREET / PO BOX:</b> _____
<b>CITY, STATE, ZIP:</b> _____

<p>Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.</p> <p>What is your firm's ethnicity? (<input type="checkbox"/> Prefer Not To Answer, <input type="checkbox"/> African American, <input type="checkbox"/> Native American, <input type="checkbox"/> Caucasian American, <input type="checkbox"/> Asian American, <input type="checkbox"/> Hispanic American, <input type="checkbox"/> Asian-Indian <input type="checkbox"/> _____ )</p> <p>What is your firm's gender? (<input type="checkbox"/> Prefer Not to Answer, <input type="checkbox"/> Male, <input type="checkbox"/> Female)      <b>Disabled-Owned Business?</b> (<input type="checkbox"/> Prefer Not to Answer, <input type="checkbox"/> Yes, <input type="checkbox"/> No)</p>
---

**IRS Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).
- The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> .

\_\_\_\_\_  
**NAME (Print or Type)**

\_\_\_\_\_  
**TITLE (Print or Type)**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PHONE NUMBER**