

DATE: October 24, 2011

CONTRACTING AGENCY
STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
RALEIGH, NORTH CAROLINA

Request For Proposals For:

Contract ID. : DO00137
WBS ELEMENT: 33437.3.1
TIP No. : B-4075
Cleveland County
Bridge Number 129

Bridge Replacement With Prestressed Concrete Cored Slabs

Proposals subject to the conditions made a part hereof will be received until 2:00 P.M., Wednesday, November 30, 2011 and then publicly opened for furnishing the services as described herein.

Opening of proposals to be in the Conference Room (N. C. Department of Transportation, Bridge Management Unit), 4809 Beryl Road, Raleigh, N. C.

Send all proposals directly to the issuing agency:

N. C. DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT UNIT
4809 BERYL ROAD
RALEIGH, NORTH CAROLINA 27606

ATTENTION: DAN HOLDERMAN

NOTE: Please indicate project number, bridge number and opening date on the bottom left hand corner of your envelope.

TABLE OF CONTENTS

<u>COVER SHEET</u>	<u>PAGE NO.</u>
PREQUALIFYING TO BID _____	1
AVAILABILITY OF FUNDS _____	2
PREPARATION AND SUBMISSION OF BIDS _____	2
PROJECT SPECIAL PROVISIONS _____	6
GENERAL PROVISIONS /DISADVANTAGED BUSINESS ENTERPRISE _____	12
ROADWAY PROVISIONS _____	39
EROSION CONTROL PROVISIONS _____	77
STRUCTURE PROVISIONS _____	90
STANDARD SPECIAL PROVISION-ERRATA- _____	138
PLANT AND PEST QURANTINES _____	142
MINIMUM WAGES AND AWARD OF CONTRACT _____	143
ATTACHMENT 'A' _____	144-148
GEOTECHNICAL ATTACHMENT 'B' (8) _____	149
ENVIRONMENTAL PERMIT ATTACHMENT 'C' _____	150
FHWA SPECIAL PROVISIONS ATTACHMENT 'D' _____	151-174
BID FORM _____	175-178
EXECUTION OF PROPOSAL _____	179
AWARD LIMITS ON MULTIPLE PROJECTS _____	180
EXECUTION OF CONTRACT _____	181-183
BRIDGE LOCATION MAP	

PRE-QUALIFYING TO BID

All prospective must be pre-qualified, and may obtain information and forms for pre-qualifying from:

Contractual Services Unit
State Contractual Services Engineer:
Mickey Biedell, 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

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 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 18, 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.

SPECIAL PROVISION - GENERAL

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.
4. 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. If a corporation, the corporate seal shall be affixed. The bid execution shall be notarized by a notary public whose commission is in effect on the date of execution.
6. 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 to 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.

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

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 14 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

(This provision is not applicable if the contract amount is less than \$300,000.)

- (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 shall 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:

“Bid for State Highway Project WBS Element 33437.3.1 for Bridge No. 129 in Cleveland County.”

on the outside of the envelope. 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 MANAGEMENT UNIT
4809 BERYL ROAD
RALEIGH, N. C. 27606

ATTENTION: DAN HOLDERMAN, PE

The outer envelope shall also bear the statement:

“Bid for State Highway Project WBS Element 33437.3.1 for Bridge No. 129 in Cleveland County.”

If delivered in person, the sealed envelope shall be delivered to the office of North Carolina Department of Transportation, Bridge Management Unit, 4809 Beryl Road, Raleigh, NC (South of the NC State Fairgrounds, directly south from Dorton Arena). All bids shall be delivered prior to the time specified in the invitation to bid. Bids received after 2:00 p.m., Wednesday, November 30, 2011 will not be accepted.

PROJECT SPECIAL PROVISIONS

GENERAL REQUIREMENTS

A. SCOPE OF WORK

This work shall consist of furnishing and installing precast prestressed concrete cored slabs, removal of the existing structure; clearing and grubbing; excavation and embankment; installation of guardrail; roadway base course and pavement; placement of substructure and superstructure; grading within limits of the project; placement of rip rap; temporary erosion control; seeding and mulching; and all other incidental items necessary to complete the project as specified and shown on the plans. The Department will be responsible for placement of final pavement markings.

Only the construction centerline, control points with a reference station and benchmark location shall be furnished by the Department on an initial one time basis. All other engineering, surveying, layout and measurements shall be the responsibility of the contractor.

B. LOCATION AND DESCRIPTION

The existing 19.2' clear roadway width bridge is consisting of 2 spans @30'4" each, timber deck on steel I-beams, timber caps on mass concrete end bents and timber cap, posts & sill on concrete footing interior bent, is located on SR-1184 across Grog Creek, 0.4 mile east of junction SR-1245. This bridge shall be replaced by a cored slab bridge consisting of 3 spans 1@ 25'0", 1@ 55'0", and 1 @ 30'0" on a 90 degree skew on steel pile foundation end bents, on footing foundation interior bent #1 and on drilled pier foundation interior bent #2, and a 29'-10" clear roadway width with roadway approaches. (SEE BRIDGE LOCATION MAP)

C. CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this contract is January 16, 2011.

The completion date for this contract is one hundred and twenty (120) consecutive calendar days after and including the date of availability.

The liquidated damages for this contract time are Three Hundred Fifty Dollars (\$350.00) per calendar day. After award of the project, the Contractor shall notify the Engineer of his expected date for beginning work. Should the Contractor desire revise this date, he shall notify the Engineer in writing at least thirty (30) days prior to the revised date.

D. 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.

Wherever reference is made in the Specifications to information shown in the plans, such information will be furnished by the Engineer.

E. 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 of cost of successfully performing the work.

F. 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, and as shown on the plans.

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

G. 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". However, the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction. All material must be approved by the Engineer prior to being used.

H. TRAFFIC CONTROL

The Contractor will be required to give the Engineer a minimum of two (2) weeks written notice before starting work. The Department will be responsible for erection and maintenance of all traffic control devices except for the traffic barricades at the immediate site which shall be erected by the Department and maintained by the Contractor. The Department will be responsible for striping and all pavement markings.

I. 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.

J. PROOF OF COVERAGE

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

K. 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.

L. 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 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.

M. BASIS OF PAYMENT

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

N. WORK PROCEDURES AND ASSIGNMENTS

1. ENGINEER

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

After a purchase order is issued, the Engineer for this project shall be the Resident Engineer, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

2. 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.

3. CONTRACTOR SUPERVISION

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

4. AVAILABILITY

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

O. 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.

P. 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.

Q. REMOVAL OF EXISTING STRUCTURE

The Contractor shall be responsible for complete removal of any remaining portion of the existing structures. The Contractor's attention is directed to Article 402-2 of the Standard Specifications.

R. UTILITY CONFLICTS

The Department will be responsible for the adjustment of any utility at the bridge site prior to the date of availability.

S. ASPHALT CONCRETE TYPE SF9.5A and B25.0B

The quantity of Asphalt Concrete Types SF9.50A and B25.0B measured as provided in Sections 610 of the Standard Specification, including furnishing all materials and placement, shall be paid for at the contract unit price per ton for "Asphalt Concrete Surface Course Type SF9.50A" and "Asphalt Concrete Base Course, Type B25.0B". Asphalt Binder for Plant Mix shall be measured as provided in Section 620 of the Standard Specifications. Payment for Asphalt Binder for Plant Mix shall be paid for at the contract unit price per ton for "Asphalt Binder for Plant Mix, Type PG 64-22."

The above price and payment shall be full compensation for completing the item in place. No other separate measurement of payment will be made.

T. CLASS II RIP RAP & CLASS B RIP RAP

Placement of all rip rap shall be in accordance with the Specifications. Filter fabric used in conjunction with rip rap will be paid separately from the Contract unit price for Class II Rip Rap and Class B Rip Rap.

U. STEEL BM GUARDRAIL

Furnish all labor, equipment, materials and incidentals necessary to install guardrail as indicated on the plans, the Roadway Standard Drawings dated July 2006 and the Standard Specifications.

All work covered by this special provision shall be paid for at the unit bid price for "Steel BM Guardrail".

The cost of guardrail delineators and the concrete barrier rails delineators shall be included in the unit bid price for "Steel BM Guardrail."

GENERAL SPECIAL PROVISIONS

DISADVANTAGED BUSINESS ENTERPRISE:

(10-16-07)(Rev 11-15-11)

SP1G61

Description

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

Definitions

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

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

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

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

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

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

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

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

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

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

Forms and Websites Referenced in this Provision

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

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

RF-1 DBE Replacement Request Form - Form for replacing a committed DBE.
https://apps.dot.state.nc.us/_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/RF-1.pdf

(1) *SAF Subcontract Approval Form* - Form required for approval to sublet the contract.
http://www.ncdot.org/doh/operations/dp_chief_eng/constructionunit/saf.xls

JC-1 Joint Check Notification Form - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.
https://apps.dot.state.nc.us/_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/JC-1.pdf

Letter of Intent - Form signed by the Contractor and the DBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed DBE for the amount listed at the time of bid.
<http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf>

Listing of DBE Subcontractors Form - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only.
<http://www.ncdot.gov/doh/preconstruct/ps/word/MISC2.doc>

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where DBEs quoted on the project. This sheet is submitted with good faith effort packages.
http://www.ncdot.gov/business/ocs/goodfaith/excel/Ex_Subcontractor_Quote_Comparison.xls

DBE Goal

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

Disadvantaged Business Enterprises = 5 %

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

Directory of Transportation Firms (Directory)

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

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

Listing of DBE Subcontractors

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

- (A) Electronic Bids

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

- (1) Submit the names and addresses of DBE firms identified to participate in the contract. If the bidder uses the updated listing of DBE firms shown in Expedite, the bidder may use the dropdown menu to access the name and address of the DBE firm.

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

(B) Paper Bids

Blank forms will not be deemed to represent zero participation. Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.

- (2) *If the DBE goal is more than zero,*
 - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation, including the names and addresses on *Listing of DBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract.
 - (b) If bidders have no DBE participation, they shall indicate this on the *Listing of DBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety.
 - (c) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE's participation will not count towards achieving the DBE goal.
- (2) *If the DBE goal is zero,* bidders, at the time the bid proposal is submitted, shall enter the word "None"; or the number "0"; or if there is participation, add the value on the *Listing of DBE Subcontractors* contained elsewhere in the contract documents.

DBE Prime Contractor

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

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

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

Written Documentation – Letter of Intent

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

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

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

Submission of Good Faith Effort

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

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

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

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

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

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- (C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D) (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

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

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

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

or exceeds the average DBE participation obtained by other bidders, the Department may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

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

Non-Good Faith Appeal

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

Counting DBE Participation Toward Meeting DBE Goal

(A) Participation

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

Commercially Useful Function

(A) DBE Utilization

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

practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and any other relevant factors.

(B) DBE Utilization in Trucking

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

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

DBE Replacement

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

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

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

(A) Performance Related Replacement

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

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

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

(B) Decertification Replacement

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

Changes in the Work

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

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

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

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

Reports and Documentation

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

When using transportation services to meet the contract commitment, the Contractor shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to

beginning construction on the project. The plan shall include the names of all trucking firms proposed for use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

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

Reporting Disadvantaged Business Enterprise Participation

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

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

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

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

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

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

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

- (A) Electronic Bids Reporting

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

(B) Paper Bids Reporting

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

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Subarticle 102-16(J) of the *2006 Standard Specifications* may be cause to disqualify the Contractor from further bidding for a specified length of time.

**REVISION TO FHWA-1273 CONCERNING PERSONAL INFORMATION ON
PAYROLL SUBMISSIONS:**

(1-20-09)

SP1G59

Revise the *Standard Special Provision FHWA-1273 Required Contract Provisions Federal-Aid Construction Contracts* as follows:

Section V, Paragraph 2b is replaced with the following:

The payroll records shall contain the name, and the last four digits of the social security number of each such employee, his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid.

PROGRESS SCHEDULE:

(12-18-07)

SP1 G70

Revise the *2006 Specifications* as follows:

Page 1-72, Article 108-2 Progress Schedule, delete in its entirety and replace with the following:

The Contractor shall prepare and submit for review and approval a schedule of proposed working progress. This schedule shall be submitted on forms supplied by the Engineer or in a format that is approved by the Engineer. A detailed Critical Path Method (CPM) schedule shall not be submitted to replace the progress schedule details required below.

The proposed progress schedule shall be submitted no later than 7 days prior to the date of the project preconstruction conference and shall be approved before any payments will be processed for the project.

When the Engineer has extended the completion date or if the project overrun is anticipated to exceed 5%, the Contractor may submit a revised progress schedule to

the Engineer for review and approval. If plan revisions are anticipated to change the sequence of operations in such a manner as will effect the progress but not the completion date, then the Contractor may submit a revised progress schedule for review and approval but the completion date shall remain unchanged.

The proposed progress schedule shall contain the following items:

- (A) A time scale diagram with major work activities and milestone dates clearly labeled.
- (B) A cash curve corresponding to the milestones and work activities established above.
- (C) A written narrative that explains the sequence of work, the controlling operation(s), intermediate completion dates, milestones, project phasing, anticipated work schedule, and estimated resources. In addition, explain how permit requirements, submittal tracking, and coordination with subcontractors, utility companies and other entities will be performed.

Major work activities are defined as components comprising more than 5% of the total project cost or occupying more than 10% of total contract time and shall include, if applicable, the following:

- Clearing and grubbing
- Grading
- Drainage
- Soil stabilization
- Aggregate base course
- Pavement
- Culverts
- Bridges (including removal)
- Signals, ITS, and lighting
- Overhead signs

Major Milestones are derived from the project construction phasing and shall include, if applicable, the following:

- Start of construction
- Intermediate completion dates or times
- Seasonal limitation/observation periods/moratoriums
- Traffic shifts
- Beginning and end of each traffic control phase or work area
- Road openings
- Completion date

LIABILITY INSURANCE:

(11-18-08)

SP1 G80

Page 1-68, Article 107-16 is amended to include the following as the first, second, third and fourth paragraphs:

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the

following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

SUBMISSION OF BIDS - ALTERNATES:

(7-15-08)

SP1 G91

The *2006 Standard Specifications* are revised as follows:

Page 1-19, Subarticle 102-8(B)(2) is revised to delete the word "not".

Page 1-27, Subarticle 103-2(B)(4) Electronic Bids, delete and replace with the following:

Do not enter zero (0) in any unit price field unless zero is the intended bid for that item. Zero will be considered a valid bid. However, where zeros are entered for items that are authorized alternates to those items for which a non-zero bid price has been submitted, zeros will be deemed invalid.

Page 1-27, Subarticle 103-2(B)(5) Electronic Bids, delete and replace with the following:

- (5) When the proposal allows alternate bids, the bidder shall submit a unit or lump sum price for every item in the proposal other than items that are authorized alternates to those items for which a bid price has been submitted. Where the bidder submits a unit price other than zero for all items of an authorized alternate, the Department will determine the lowest total price based on the alternates(s) bid.

DOMESTIC STEEL AND IRON PRODUCTS (Buy America):

SP1 G97

All steel and iron products which are permanently incorporated into this project shall be produced in the United States except minimal amounts of foreign steel and iron products may be used provided the combined project cost of the bid items involved does not exceed one-tenth of one percent (0.1 percent) of the total amount bid for the entire project or \$2,500.00, whichever is greater. This minimal amount of foreign produced steel and iron products permitted for use by this Special Provision is not applicable to fasteners. Domestically produced fasteners are required for this project.

All steel and iron products furnished as "domestic products" shall be melted, cast, formed, shaped, drawn, extruded, forged, fabricated, produced, or otherwise processed and manufactured in the United States. Raw materials including pig iron and processed pelletized and reduced iron ore used in manufacturing "domestic" steel products may be imported; however, all manufacturing processes to produce the products, including coatings, must occur in the United States.

Before each steel or iron product is incorporated into this project or included for partial payment on a monthly estimate, the Contractor shall furnish the Resident Engineer a notarized certification certifying that the product conforms to the above requirements of this Special Provision. The Resident Engineer will forward a copy of each certification to the Materials and Tests Unit.

Each purchase order issued by the Contractor or a subcontractor for steel and iron products to be permanently incorporated into this project shall contain in bold print a statement advising the supplier that all manufacturing processes to produce the steel or iron shall have occurred in the United States. The Contractor and all affected subcontractors shall maintain a separate file for steel products permanently incorporated into this project so that verification of the Contractor's efforts to purchase "domestic" steel and iron products can readily be verified by an authorized representative of the Department or the Federal Highway Administration.

MAINTENANCE OF THE PROJECT:

(11-20-07)

SP1G125

Revise the *2006 Standard Specifications* as follows:

Page 1-40, Article 104-10 Maintenance of the Project is amended as follows:

Add the following after the first sentence of the first paragraph.

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

Add the following as the last sentence of the first paragraph:

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

Page 1-41, Article 104-10 Maintenance of the Project is amended to replace the last sentence of the second paragraph with the following:

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

TWELVE MONTH GUARANTEE:

(7-15-03)

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.

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

(12-19-06) (Rev. 3-16-2010)

SP 1 G151

Revise the 2006 Standard Specifications as follows:

Page 1-60, 107-2 Assignment of Claims Void, replace the reference from *G.S. 143-3.3* to *G.S. 143B-426.40A*.

Page 1-69, 107-18 Contractor's Responsibility for Work, in the first paragraph, last sentence, replace the word *legally* with the word *contractually*.

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09)

SPI 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.

EROSION & SEDIMENT CONTROL/STORMWATER CERTIFICATION:

1-16-07 (Rev 11-16-10)

SPI G180

General

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

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

- (A) *Certified Supervisor* – Provide a certified Erosion and Sediment Control/Stormwater Supervisor to manage the Contractor and subcontractor operations, insure compliance with Federal, State and Local ordinances and regulations, and manage the Quality Control Program.
- (B) *Certified Foreman* – Provide a certified, trained foreman for each construction operation that increases the potential for soil erosion or the possible sedimentation and turbidity of surface waters.

- (C) *Certified Installer* – Provide a certified installer to install or direct the installation for erosion or sediment/stormwater control practices.
- (D) *Certified Designer* – Provide a certified designer for the design of the erosion and sediment control/stormwater component of reclamation plans and, if applicable, for the design of the project erosion and sediment control/stormwater plan.

Roles and Responsibilities

- (A) *Certified Erosion and Sediment Control/Stormwater Supervisor* – The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:
 - (1) **Manage Operations** – Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
 - (a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
 - (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
 - (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
 - (d) Implement the erosion and sediment control/stormwater site plans requested.
 - (e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
 - (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
 - (g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
 - (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
 - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
 - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
 - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management

Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.

- (2) Requirements set forth under the NPDES Permit – The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:
- (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
 - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days, twice weekly for construction related *Federal Clean Water Act, Section 303(d)* impaired streams with turbidity violations, and within 24 hours after a significant rainfall event of 0.5 inch that occurs within a 24 hour period.
 - (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
 - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
 - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
 - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
 - (g) Provide secondary containment for bulk storage of liquid materials.
 - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
 - (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.

- (3) Quality Control Program – Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:

- (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
- (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
- (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
- (d) Conduct the inspections required by the NPDES permit.
- (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
- (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
- (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
- (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
- (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
- (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.

- (B) *Certified Foreman* – At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:

- (1) Foreman in charge of grading activities
- (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
- (3) Foreman in charge of utility activities

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

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

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

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

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

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

Preconstruction Meeting

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

Ethical Responsibility

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

Revocation or Suspension of Certification

Upon recommendation of the Chief Engineer – Operations to the certification entity, certification for *Supervisor*, *Certified Foremen*, *Certified Installers* and *Certified Designer* may be revoked or suspended with the issuance of an *Immediate Corrective Action (ICA)*,

Notice of Violation (NOV), or *Cease and Desist Order* for erosion and sediment control/stormwater related issues.

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

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

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

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

Chief Engineer – Operations
1537 Mail Service Center
Raleigh, NC 27699-1537

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

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

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

Measurement and Payment

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

PAYOUT SCHEDULE:

1-19-10

SP1G185

Submit an Anticipated Monthly Payout Schedule prior to beginning construction. The Anticipated Monthly Payout Schedule will be used by the Department to monitor funding levels for this project. Include a monthly percentage breakdown (in terms of the total contract amount) of the work anticipated to be completed. The schedule should begin with the date the Contractor plans to begin construction and end with the anticipated completion date. Submit updates of the Anticipated Monthly Payout Schedule on March 15, June 15, September 15, and December 15 of each calendar year until project acceptance. Submit the original Anticipated Monthly Payout Schedule and all subsequent updates to the Resident Engineer with a copy to the State Construction Engineer at 1 South Wilmington Street, 1543 Mail Service Center, Raleigh, NC 27699-1543.

PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:

2-20-07

SP 1G 181

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

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

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

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

conditions and represents natural background conditions. Downstream sampling location shall be located at the point where complete mixing of the discharge and receiving water has occurred.

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

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

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

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

No additional compensation for monitoring borrow pit discharge will be paid

CONTRACTOR CLAIM SUBMITTAL FORM:

(9-16-08)

SP1G140

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the Construction Unit or http://ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/.

ROADWAY PROVISIONS

LUMP SUM GRADING

(8-17-10)

SP2 R16

Lump sum grading shall be performed in accordance with Section 226 Comprehensive Grading of the *2006 Standard Specifications*.

This provision should be used only when *Item 0063 Lump Sum Grading* is included in estimate. In addition, one or more of the following Items will also be included in estimate:

- 0001 - Clearing and Grubbing
- 0022 - Unclassified Excavation
- 0106 - Borrow Excavation
- 0156 - Removal of Existing Asphalt Pavement
- 0163 - Removal of Existing Concrete Pavement
- 0177 - Breaking of Existing Asphalt Pavement
- 0185 - Breaking of Existing Concrete Pavement
- 1011 - Fine Grading
- 1231 - Shoulder Borrow

Does NOT apply to *Item 0043 Lump Sum Grading*.

CLEARING AND GRUBBING

Clearing and grubbing at the site shall have been performed in accordance with Article 200-3, 200-4 and 200-5 of the Standard Specifications. Perform clearing on this project to the limits established by Method "II" shown on Standard No. 200.02 of the *Roadway Standard Drawings*.

Payment for "Clearing and Grubbing" will be included at the lump sum bid price For "Grading". This price shall be full compensation for all materials, tools, equipment, labor, and for all incidentals necessary to complete the work.

BURNING RESTRICTIONS:

(7-1-95)

SP2 R05

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

EMBANKMENTS:

(5-16-06) (Rev 10-19-10)

SP2R18

Revise the *Standard Specifications* as follows:

Page 2-22, Article 235-3 MATERIALS, amend as follows:

Add the following as the second sentence of the first paragraph:

Do not use material meeting the requirements of AASHTO M145 for soil classification A-2-5 and A-5 with a plasticity index (PI) of less than 8 within 12" of the subgrade.

Add the following as the second sentence of the second paragraph:

Aerate and dry material containing moisture content in excess of what is required to achieve embankment stability and specified density.

Page 2-22, Subarticle 235-4(B) Embankment Formation, add the following:

- (16) Do not place rock or broken pavement in embankment areas where piles or drilled shaft foundations are to be constructed. This shall include but not be limited to piles and foundations for structures, metal signal poles, overhead sign structures, and high mount lighting.

SHOULDER AND FILL SLOPE MATERIAL:

(5-21-02)

SP2 R45 A

Description

Perform the required shoulder and slope construction for this project in accordance with the applicable requirements of Section 226 of the *2006 Standard Specifications* except as follows:

Construct the top 6 inches of shoulder and fill slopes with soils capable of supporting vegetation.

Provide soil with a P.I. greater than 6 and less than 25 and with a pH ranging from 5.5 to 6.8. Remove stones and other foreign material 2 inches or larger in diameter. All soil is subject to test and acceptance or rejection by the Engineer.

Obtain material from within the project limits or approved borrow source.

Measurement and Payment

No direct payment will be made for this work, as the cost of this work will be considered to be a part of the work being paid for at the contract lump sum price for *Grading*.

PIPE INSTALLATION AND PIPE CULVERTS:

(1-19-10)(Rev 1-18-11)

SP3 R40 B

Revise the *Standard Specifications* as follows:

Replace Section 300 and Section 310 with the following:

SECTION 300
Chapter 2 PIPE INSTALLATION

300-1 DESCRIPTION

Excavate, undercut, provide material, condition foundation, lay pipe, joint and couple pipe sections, and furnish and place all backfill material as necessary to install the various types of pipe culverts and fittings required to complete the project.

Install pipe in accordance with the detail in the plans.

Do not waste excavation unless permitted. Use suitable excavated material as backfill; or in the formation of embankments, subgrades, and shoulders; or as otherwise directed. Furnish disposal areas for the unsuitable material. The Engineer will identify excavated materials that are unsuitable.

Where traffic is to be maintained, install pipe in sections so that half the width of the roadway is available to traffic.

300-2 MATERIALS

Refer to Division 10:

Item	Section
Flowable Fill	1000
Select Materials	1016
Joint Materials	1032-9(G)
Engineering Fabrics	1056

Provide foundation conditioning material meeting the requirements of Article 1016-3 for Class V or VI Select Material as shown in the contract documents.

Provide bedding material meeting the requirements of Article 1016-3 for Class II (Type 1 only) or Class III Select Material as shown in contract documents.

Provide backfill material meeting the requirements of Article 1016-3 for Class II (Type 1 for Flexible Pipe) or Class III Select Material as shown in the contract documents.

Provide filter fabric meeting the requirements of Article 1056-2 for any type of engineering fabric.

Provide foundation conditioning fabric meeting the requirements of Article 1056-2 for Type 2 Engineering Fabric.

Do not use corrugated steel pipe in the following counties:

Beaufort, Bertie, Bladen, Brunswick, Camden, Carteret, Chowan, Columbus, Craven, Currituck, Dare, Gates, Hertford, Hyde, Jones, Martin, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrrell, and Washington.

300-3 UNLOADING AND HANDLING

Unload and handle pipe with reasonable care. Do not roll or drag metal pipe or plates over gravel or rock during handling. Take necessary precautions to ensure the method used in lifting or placing the pipe does not induce stress fatigue in the pipe. Use a lifting device that uniformly distributes the weight of the pipe along its axis or circumference. Repair minor damage to pipe when permitted. Remove pipe from the project that is severely damaged or is rejected as being unfit for use. Undamaged portions of a joint or section may be used where partial lengths are required.

300-4 PREPARATION OF PIPE FOUNDATION

Prepare the pipe foundation in accordance with the applicable method as shown in the contract documents, true to line and grade, and uniformly firm.

Camber invert grade an amount sufficient to prevent the development of sag or back slope in the flow line. The Contractor shall determine the amount of camber required and submit to the Engineer for approval.

Where material is found to be of poor supporting value or of rock and when the Engineer cannot make adjustment in the location of the pipe, undercut existing foundation material within the limits established on the plans. Backfill the undercut with foundation conditioning material. Encapsulate the foundation conditioning material with foundation conditioning fabric prior to placing bedding material. Overlap all transverse and longitudinal joints in the fabric at least 18 inches.

Maintain the pipe foundation in a dry condition.

300-5 INVERT ELEVATIONS

The proposed pipe culvert invert elevations shown on the Drainage Summary Sheets are based upon information available when the plans were prepared. If proposed invert elevations are adjusted during construction based upon actual conditions encountered, no claim for an extension of time for any reason resulting from this information will be allowed.

When a pipe culvert is to be installed in a trench and the average actual elevation of the pipe between drainage structures deviates from the average proposed elevation shown on the Drainage Summary Sheets by more than one foot a pay adjustment will be made as follows:

$$\text{Pay Adjustment (per linear foot)} = [(APE - AAE) \pm 1 \text{ foot}] (0.15 \times \text{CUP})$$

Where: CUP = Contract Unit Price of Pipe Culvert

$$AAE = \text{Average Actual Elevation} = \frac{(\text{Actual Inlet elev.} + \text{Actual Outlet elev.})}{2}$$

$$APE = \text{Average Plan Elevation} = \frac{(\text{Plan Inlet elev.} + \text{Plan Outlet elev.})}{2}$$

When the actual location of a pipe culvert is changed from the location shown on the plans, the Engineer will make a pay adjustment deemed warranted based upon the relation of the pipe culvert as shown on the plans to the finished roadway and the relation of the pipe culvert as constructed to the finished roadway.

The top elevation column on the drainage summary sheet indicates the flow elevation at the top of structures intended to collect surface water.

The top elevation column on drainage structures not intended to collect surface water indicates the elevation at the top of the cover.

300 -6 LAYING PIPE

The Department reserves the right to perform forensic testing on any installed pipe.

(A) Rigid Pipe

Concrete and welded steel pipe will be considered rigid pipe. Lay pipe on prepared foundation, bell or groove end upgrade with the spigot or tongue fully inserted. Check each joint for alignment and grade as the work proceeds.

Use flexible plastic joint material except when material of another type is specified in the contract documents. Joint material of another type may be used when permitted.

Repair lift holes in concrete pipe, if present. Thoroughly clean and soak the lift hole and completely fill the void with an approved non-shrink grout. Submit alternate details for repairing lift holes to the engineer for review and approval.

For all pipes 42 inches in diameter and larger, wrap filter fabric around all pipe joints. Extend fabric at least 12 inches beyond each side of the joint. Secure fabric against the outside of the pipe by methods approved by the Engineer.

(B) Flexible Pipe (Except Structural Plate Pipe)

Corrugated steel, corrugated aluminum, corrugated polyethylene (HDPE), and polyvinylchloride (PVC) pipe will be considered flexible pipe. Place flexible pipe

carefully on the prepared foundation starting at the downstream end with the inside circumferential laps pointing downstream and with the longitudinal laps at the side or quarter points.

Handle coated corrugated steel pipe with special care to avoid damage to coatings.

Join pipe sections with coupling band, fully bolted and properly sealed. Provide coupling bands for annular and helical corrugated metal pipe with circumferential and longitudinal strength sufficient to preserve the alignment, prevent separation of the sections, and prevent backfill infiltration. Match-mark all pipe 60 inches or larger in diameter at the plant for proper installation on the project.

At locations indicated in the plans, corrugated steel pipe sections shall be jointed together with rod and lug coupling bands, fully bolted. Sleeve gaskets shall be used in conjunction with rod and lug couplings and the joints properly sealed. Coupling bands shall provide circumferential and longitudinal strength sufficient to preserve the alignment, prevent separation of the sections and prevent infiltration of backfill material.

300-7 BEDDING AND BACKFILLING

Loosely place bedding material, in a uniform layer, a depth equal to the inside diameter of the pipe divided by 6 or 6 inches, whichever is greater. Leave bedding material directly beneath the pipe uncompacted and allow pipe seating and backfill to accomplish compaction. Excavate recesses to receive the bells where bells and spigot type pipe is used.

Place fill around the pipe in accordance with the applicable method shown on the plans in layers not to exceed 6 inches loose unless otherwise permitted. Compact to the density required by Subarticle 235-4(C). Approval of the backfill material is required prior to its use. Use select material as shown in the contract documents.

Take care during backfill and compaction operations to maintain alignment and prevent damage to the joints. Keep backfill free from stones, frozen lumps, chunks of highly plastic clay, or other objectionable material.

Grade and maintain all pipe backfill areas in such a condition that erosion or saturation will not damage the pipe foundation or backfill.

Excavatable flowable fill may be used for backfill when approved by the Engineer. When using excavatable flowable fill, ensure that the pipe is not displaced and does not float during backfill. Submit methods for supporting the pipe and material placement to the Engineer for review and approval.

Do not operate heavy equipment over any pipe until it has been properly backfilled with a minimum 3 feet of cover. Place, maintain, and finally remove the required cover that is above the proposed finished grade at no cost to the Department. Remove and replace, at no cost to the Department, pipe that becomes misaligned, shows excessive settlement, or has been otherwise damaged by the Contractor's operations.

300-8 INSPECTION AND MAINTENANCE

Prior to final acceptance, the Engineer will perform random video camera and or mandrel inspections to ensure proper jointing and that deformations do not exceed allowable limits. Replace pipes having cracks greater than 0.1 inches or deflections greater than 7.5 percent. Repair or replace pipes with cracks greater than 0.01 inches, exhibiting displacement across a crack, exhibiting bulges, creases, tears, spalls, or delamination. Maintain all pipe installations in a condition such that they will function continuously from the time the pipe is installed until the project is accepted.

300-9 MEASUREMENT AND PAYMENT**General**

No measurement will be made of any work covered by this section except as listed below. Removal and disposal of existing pavement is a part of the excavation for the new pipe culvert installation. Repair of the pavement will be made in accordance with Section 654.

Foundation Conditioning**Using Local Material**

Undercut excavation is all excavation removed by undercutting below the bottom of the trench as staked. *Undercut Excavation* will be measured as the actual number of cubic yards of undercut excavation, measured in its original position and computed by the average end area method, that has been removed as called for in the contract and will be paid for at double the contract unit price for *Unclassified Excavation* as provided in Article 225-7.

Local material used for conditioning the foundation will be measured and paid for in accordance with Article 225-7 for *Unclassified Excavation* or in accordance with Article 230-5 for *Borrow Excavation* depending on the source of the material.

Local material used to replace pipe undercut excavation will be measured and paid for in accordance with Article 225-7 or Article 230-5.

Using Other Than Local Material

No measurement and payment will be made for *Undercut Excavation*. The material used to replace pipe undercut excavation will be classified as foundation conditioning material.

Foundation Conditioning Material, Minor Structures will be measured and paid for as the actual number of tons of this material weighed in trucks on certified platform scales or other certified weighing devices.

No direct payment will be paid for undercut excavation. Payment at the contract unit price for *Foundation Conditioning Material, Minor Structures* will be full compensation for all work of pipe undercut excavation.

Foundation Conditioning Fabric

Foundation Conditioning Fabric will be measured and paid for in square yards. The measurement will be based on the theoretical calculation using length of pipe installed and two times the standard trench width. No separate measurement will be made for overlapping fabric or the vertical fabric dimensions required to encapsulate the foundation conditioning material.

Bedding and Backfill - Select Material

No measurement will be made for select bedding and backfill material required in the contract documents. The select bedding and backfill material will be included in the cost of the installed pipe.

Where unclassified excavation or borrow material meets the requirements for select bedding and backfill and is approved for use by the Engineer, no deductions will be made to these pay items to account for use in the pipe installation.

Payment will be made under:

Pay Item

Foundation Conditioning Material, Minor Structures
Chapter 4 Foundation Conditioning Fabric

Chapter 3 Pay

Unit

Ton

Square Yard

SECTION 310

Chapter 5 PIPE CULVERTS

310-1 DESCRIPTION

Furnish and install drainage pipe at locations and size called for in the contract documents. The work includes construction of joints and connections to other pipes, endwalls, and drainage structures.

310-2 MATERIALS

Refer to Division 10:

Item	Section
Plain Concrete Pipe Culvert	1032-9(B)
Reinforced Concrete Pipe Culvert	1032-9(C)
Precast Concrete Pipe End Sections	1032-9(D)
Concrete Pipe Tees and Elbows	1032-9(E)
Corrugated Aluminum Alloy Pipe Culvert	1032-2(A)
Corrugated Aluminum Alloy Pipe Tees and Elbows	1032-2(B)
Corrugated Steel Culvert Pipe and Pipe Arch	1032-3(A)
Prefabricated Corrugated Steel Pipe End Sections	1032-3(B)
Corrugated Steel Pipe Tees and Elbows	1032-3(C)

Corrugated Steel Eccentric Reducers	1032-3(D)
HDPE Smooth Lined Corrugated Plastic Pipe	1032-10
Polyvinylchloride (PVC) Pipe	1032-11

Suppliers that provide metal pipe culverts, fittings, and all other accessories covered by this section shall meet the requirements of the Department's Brand Certification program for metal pipe culverts, and be listed on the Department's pre-approved list for suppliers of metal pipe culvert.

Do not use corrugated steel pipe in the following counties:

Beaufort, Bertie, Bladen, Brunswick, Camden, Carteret, Chowan, Columbus, Craven, Currituck, Dare, Gates, Hertford, Hyde, Jones, Martin, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrell, and Washington.

310-3 PIPE INSTALLATION

Install pipe, pipe tees, and elbows in accordance with Section 300.

310-4 SIDE DRAIN PIPE

Side drain pipe is defined as storm drain pipe running parallel to the roadway to include pipe in medians, outside ditches, driveways, and under shoulder berm gutter along outside shoulders greater than 4 feet wide.

Where shown in the plans, side drain pipe may be Class II Reinforced Concrete Pipe, aluminized corrugated steel pipe, corrugated aluminum alloy pipe, HDPE pipe, or PVC pipe. Corrugated steel pipe is restricted in the counties listed in Article 310-2. Install side drain pipe in accordance to Section 300. Cover for side drain pipe shall be at least one foot.

310-5 PIPE END SECTIONS

Choose which material to use for the required end sections. Both corrugated steel and concrete pipe end sections will work on concrete pipe, corrugated steel pipe, and HDPE smooth lined corrugated plastic pipe.

310-6 MEASUREMENT AND PAYMENT

Pipe will be measured and paid as the actual number of linear feet of pipe that has been incorporated into the completed and accepted work. Measurement of pipe will be made by counting the number of joints used and multiplying by the length of the joint to obtain the number of linear feet of pipe installed and accepted. Measurements of partial joints will be made along the longest length of the partial joint to the nearest 0.1 foot. Select bedding and backfill material will be included in the cost of the installed pipe.

Pipe End Sections, Tees, Elbows, and Eccentric Reducers will be measured and paid as the actual number of each of these items that have been incorporated into the completed and accepted work.

Payment will be made under:

Chapter 6 Pay Item

___ " R.C. Pipe Culverts, Class ____

___ " x ___ " x ___ " R.C. Pipe Tees, Class ____

___ " R.C. Pipe Elbows, Class ____.

___ " C.A.A. Pipe Culvert, ___ " Thick

___ " x ___ " x ___ " C.A.A. Pipe Tees, ___ " Thick

___ " C.A.A. Pipe Elbows, ___ " Thick

___ " C.S. Pipe Culverts, ___ " Thick

___ " x ___ " C.S. Pipe Arch Culverts, ___ " Thick

___ x ___ " x ___ " C.S. Pipe Tees, ___ " Thick

___ " C.S. Pipe Elbows, ___ " Thick

___ " x ___ " C.S. Eccentric Reducers, ___ " Thick

___ " HDPE Pipe

___ " PVC Pipe

___ " Side Drain Pipe

___ " Side Drain Pipe Elbows

___ " Pipe End Section

Chapter 7 Pay Unit

Chapter 8 Linear Foot

Chapter 9 Each

Chapter 10 Each Linear Foot

Each

Each

Linear Foot

Linear Foot

Each

Each

Each

Linear Foot

Linear Foot

Linear Foot

Each

Each

BRIDGE APPROACH FILLS:

(10-19-10)

SP4 R01

Description

Construct bridge approach fills in accordance with the contract. Bridge approach fills include bridge approach fills for sub regional tier bridges and reinforced bridge approach fills. Geotextiles include engineering fabrics and geomembranes.

Materials

Refer to Division 10 of the *Standard Specifications*:

Item	Section
Portland Cement Concrete, Class B	1000
Select Material	1016
Subsurface Drainage Materials	1044
Engineering Fabrics	1056

Use Class III or V Select Material for reinforced approach fills and only Class V Select Material (standard size no. 78M stone) for bridge approach fills for sub regional tier bridges. Provide polyvinyl chloride (PVC) plastic drainage pipes, fittings and outlet pipes for subsurface drainage materials for all bridge approach fills. For bridge approach fills for sub regional tier bridges, use Type 1 Engineering Fabric for filter fabric to encase no. 78M stone.

For reinforced bridge approach fills, use Type 5 Engineering Fabric for woven fabrics and Type 2 Engineering Fabric and no. 78M stone for drains.

Load, transport, unload and store geomembranes such that they are kept clean and free of damage. Geomembranes with defects, flaws, deterioration or damage will be rejected. Do not unwrap geomembranes until just before installation and do not leave geomembranes exposed for more than 7 days before covering geomembranes with woven fabrics.

Use either polyvinyl chloride (PVC), high density polyethylene (HDPE) or linear low density polyethylene (LLDPE) geomembranes. For PVC geomembranes, provide grade PVC30 geomembranes meeting the requirements of ASTM D7176. For HDPE and LLDPE geomembranes, use geomembranes with a nominal thickness of 30 mils meeting the requirements of Geosynthetic Research Institute Standard Specifications GM13 or GM17, respectively.

Construction Methods

Excavate as necessary for bridge approach fills in accordance with the contract. Notify the Engineer when foundation excavation is complete. Do not place geomembranes or filter fabrics until obtaining approval of the excavation depth and foundation material.

Attach geomembranes or filter fabrics to back of end bent caps and wing walls with adhesives, tapes or other approved methods. Use wire staples as needed to hold filter fabrics

in place until covered. Overlap adjacent fabrics a minimum of 18" such that overlaps are parallel to the roadway centerline. Glue or weld geomembrane seams to prevent leakage. Contact the Engineer when existing or future structures such as foundations, pavements, pipes, inlets or utilities will interfere with geotextiles.

For reinforced bridge approach fills, place woven fabrics within 2" of locations shown on the plans and in slight tension free of kinks, folds, wrinkles or creases. Place first layer of woven fabric directly on geomembranes with no void or material in between. Install woven fabrics with the machine direction (MD) parallel to the roadway centerline. The MD is the direction of the length or long dimension of the roll. Do not splice or overlap woven fabrics in the MD such that splices or overlaps are perpendicular to the roadway centerline. Install woven

fabrics with the orientation, dimensions and number of layers shown on the plans. Wrap woven fabrics as shown on the plans or as directed by the Engineer.

For reinforced bridge approach fills, construct 1 ft by 1 ft drains consisting of 4" diameter perforated PVC pipes surrounded by no. 78M stone wrapped in type 2 fabric. For bridge approach fills for sub regional tier bridges, install 4" diameter perforated PVC drainage pipes as shown on the plans.

Firmly connect PVC pipes together as needed. Connect perforated pipes to outlet pipes near the back faces of wing walls. Provide drains with positive drainage towards outlets. Place

pipe sleeves in or under wing walls for outlet pipes such that positive drainage is maintained. Use sleeves of sufficient strength to withstand wing wall loads.

Place select material in 8 to 10 inch thick lifts. Compact Class III Select Material in accordance with Subarticle 235-4(C) of the *Standard Specifications*. Do not displace or damage fabrics or drains when placing and compacting select material. End dumping directly on fabrics and drains is not permitted. Do not operate heavy equipment on woven fabrics or drains until they are covered with at least 8" of select material. Replace any damaged fabrics and drains to the satisfaction of the Engineer.

Use only hand operated compaction equipment for bridge approach fills for sub regional tier bridges and within 3 ft of end bent cap back or wing walls for reinforced bridge approach fills. At a distance greater than 3 ft for reinforced bridge approach fills, compact select material with at least 4 passes of an 8 – 10 ton vibratory roller. Smooth wheeled or rubber tired rollers are also acceptable for compacting select material. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet.

Use solvent cement for connecting outlet pipes and fittings such as wyes, tees and elbows. Provide connectors for outlet pipes and fittings that are watertight and suitable for gravity flow conditions. Cover open ends of outlet pipes with rodent screens as shown on the plans.

Connect drains to concrete pads or existing drainage structures at ends of outlet pipes as directed by the Engineer. Construct concrete pads and provide an Ordinary Surface Finish in accordance with Subarticle 825-6(B) of the *Standard Specifications*.

Measurement and Payment

Reinforced Bridge Approach Fill, Station _____ will be paid at the contract lump sum price. Such price and payment will be full compensation for all reinforced bridge approach fills at each bridge for excavating and furnishing, transporting and placing geotextiles, select material, drains, pipe sleeves and concrete pads, compacting select material, connecting pipes to existing drainage structures and providing any labor, tools, equipment and materials to complete the work.

Bridge Approach Fill – Sub Regional Tier, Station _____ will be paid at the contract lump sum price. Such price and payment will be full compensation for all bridge approach fills at each sub regional tier bridge for excavating and furnishing, transporting and placing filter

fabrics, no. 78M stone, drainage pipes, pipe sleeves and concrete pads, compacting no. 78M stone, connecting pipes to existing drainage structures and providing any labor, tools, equipment and materials to complete the work.

Payment will be made under:

Pay Item

Reinforced Bridge Approach Fill, Station _____
Bridge Approach Fill – Sub Regional Tier, Station _____

Pay Unit

Lump Sum
Lump Sum

FINE GRADING SUBGRADE, SHOULDERS AND DITCHES:

(7-21-09)

SP5R01

Revise the *Standard Specifications* as follows:

Page 5-1, Article 500-1 Description, replace the first sentence with the following:

Perform the work covered by this section including but not limited to preparing, grading, shaping, manipulating moisture content, and compacting either an unstabilized or stabilized roadbed to a condition suitable for placement of base course, pavement, and shoulders.

ASPHALT PAVEMENTS - SUPERPAVE:

(7-18-06)(Rev 10-18-11)

SP6 R01

Revise the *2006 Standard Specifications* as follows:

Page 6-2, Article 600-9 Measurement and Payment, delete the second paragraph.

Page 6-12, Subarticle 609-5(C)(2), Required Sampling and Testing Frequencies, first partial paragraph at the top of the page, delete last sentence and replace with the following:

If the Engineer allows the mix to remain in place, payment will be made in accordance with Article 105-3.

Page 6-12, Subarticle 609-5(C)(2), Quality Control Minimum Sampling and Testing Schedule, first paragraph, delete and replace with the following:

Sample and test the completed mixture from each mix design per plant per year at the following minimum frequency during mix production:

Second paragraph, delete the fourth sentence and replace with the following:

When daily production of each mix design exceeds 100 tons and a regularly scheduled full test series random sample location for that mix design does not occur during that day's production, perform at least one partial test series consisting of Items A and B in the schedule below.

Page 6-12, Subarticle 609-5(C)(2)(c) Maximum Specific Gravity, add after (AASHTO T 209):

or ASTM D2041

Page 6-13, last line and on page and Page 6-14, Subarticle 609-5(C)(2)(e) Tensile Strength Ratio (TSR), add a heading before the first paragraph as follows:

(i) Option 1

Insert the following immediately after the first paragraph:

(ii) Option 2

Mix sampled from truck at plant with one set of specimens prepared by the Contractor and then tested jointly by QA and QC at a mutually agreed upon lab site within the first 7 calendar days after beginning production of each new mix design.

Second paragraph, delete and replace with the following:

Test all TSR specimens required by either option noted above on either a recording test press or a test press that maintains the peak load reading after the specimen has broken.

Subarticle 609-5(C)(3) Control Charts, delete the second sentence of the first paragraph and replace with the following:

For mix incorporated into the project, record full test series data from all regularly scheduled random samples or directed samples that replace regularly scheduled random samples, on control charts the same day the test results are obtained.

Page 6-15, Subarticle 609-5(C)(3) Control Charts, first paragraph on this page, delete the last sentence and substitute the following:

Denote the moving average control limits with a dash green line and the individual test limits with a dash red line.

Page 6-15, Subarticle 609-5(C)(3)(a), (b) and (c), replace (a) (b) and (c) with the following:

- (a) A change in the binder percentage, aggregate blend, or G_{mm} is made on the JMF, or
- (b) When the Contractor elects to stop or is required to stop production after one or two moving average values, respectively, fall outside the moving average limits as outlined in Subarticle 609-5(C)(6), or
- (c) If failure to stop production after two consecutive moving averages exceed the moving average limits occurs, but production does stop at a subsequent time, re-establish a new moving average beginning at the actual production stop point.

Page 6-15, Subarticle 609-5(C)(4) Control Limits, replace the first paragraph and the CONTROL LIMITS Table on page 6-16 with the following:

The following are established as control limits for mix production. Apply the individual limits to the individual test results. Control limits for the moving average limits are based on a moving average of the last 4 data points. Apply all control limits to the applicable target source.

CONTROL LIMITS

Mix Control Criteria	Target Source	Moving Average Limit	Individual Limit
2.36 mm Sieve	JMF	±4.0 %	±8.0 %
0.075 mm Sieve	JMF	±1.5 %	±2.5 %
Binder Content	JMF	±0.3 %	±0.7 %
VTM @ N _{des}	JMF	±1.0 %	±2.0 %
VMA @ N _{des}	Min. Spec. Limit	Min Spec. Limit	-1.0%
P _{0.075} / P _{be} Ratio	1.0	±0.4	±0.8
%G _{mm} @ N _{ini}	Max. Spec. Limit	N/A	+2.0%
TSR	Min. Spec. Limit	N/A	- 15%

Page 6-16, Subarticle 609-5(C)(5) Warning Bands, delete this subarticle in its entirety.

Pages 6-16 through 6-19, Subarticle 609-5(C)(6), delete the word "warning" and replace with the words "moving average".

Page 6-16, Subarticle 609-5(C)(6) Corrective Actions, first paragraph, first sentence, delete and replace with the following:

Immediately notify the Engineer when moving averages exceed the moving average limits.

Page 6-17, Subarticle 609-5(C)(6) Corrective Actions, delete the third full paragraph and replace with the following:

Failure to stop production when required due to an individual mix test not meeting the specified requirements will subject all mix from the stop point tonnage to the point when the next individual test is back on or within the moving average limits, or to the tonnage point when production is actually stopped, whichever occurs first, to being considered unacceptable.

Sixth full paragraph, delete the first, second, and third sentence and replace with the following:

Immediately notify the Engineer when any moving average value exceeds the moving average limit. If two consecutive moving average values for any one of the mix control criteria fall outside the moving average limits, cease production of that mix, immediately notify the Engineer of the stoppage, and make adjustments. The Contractor may elect to stop production after only one moving average value falls outside the moving average limits.

Page 6-18, Subarticle 609-5(C)(6) Corrective Actions, second full paragraph, delete and replace with the following:

If the process adjustment improves the property in question such that the moving average after four additional tests is on or within the moving average limits, the Contractor may continue production with no reduction in payment.

Page 6-18, Subarticle 609-5(C)(6) Corrective Actions, delete the third and fourth full paragraphs, including the Table for Payment for Mix Produced in the Warning Bands and substitute the following:

If the adjustment does not improve the property in question such that the moving average after four additional individual tests is outside the moving average limits, the mix will be evaluated for acceptance in accordance with Article 105-3. Reduced payment for or removal of the mix in question will be applied starting from the plant sample tonnage at the stop point to the sample tonnage when the moving average is on or within the moving average limits. In addition, any mix that is obviously unacceptable will be rejected for use in the work.

Page 6-19, Subarticle 609-5(C)(6) Corrective Actions, first paragraph, delete and replace with the following:

Failure to stop production and make adjustments when required due to two consecutive moving average values falling outside the moving average limits will subject all mix produced from the stop point tonnage to the tonnage point when the moving average is back on or within the moving average limits or to the tonnage point when production is actually stopped, whichever occurs first, to being considered unacceptable. Remove this material and replaced with materials that comply with the Specifications at no additional costs to the Department, unless otherwise approved. Payment will be made for the actual quantities of materials required to replace the removed quantities, not to exceed the original amounts.

Page 6-20, Subarticle 609-5(D)(1) General, delete the third full paragraph, and replace with the following:

Perform the sampling and testing at the minimum test frequencies as specified above. Should the density testing frequency fail to meet the minimum frequency as specified above, all mix without the required density test representation will be considered unsatisfactory. If the Engineer allows the mix to remain in place, payment will be made in accordance with Article 105-3.

Page 6-22, Subarticle 609-5(D)(4) Nuclear Gauge Density Procedures, third paragraph, insert the following as the second sentence:

Determine the Daily Standard Count in the presence of the QA Roadway Technician or QA Nuclear Gauge Technician on days when a control strip is being placed.

Page 6-23, Subarticle 609-5(D)(5) Limited Production Procedure, delete the first paragraph including (a), (b), (c) and substitute the following:

Proceed on limited production when, for the same mix type and on the same contract, one of the following conditions occur (except as noted in the first paragraph below).

- (a) Two consecutive failing lots, except on resurfacing*
- (b) Three consecutive failing lots on resurfacing*
- (c) Two consecutive failing nuclear control strips.

* Resurfacing is defined as the first new uniform layer placed on an existing pavement.

Page 6-25, Article 609-6 QUALITY ASSURANCE, DENSITY QUALITY ASSURANCE, insert the following items after item (E):

(F) By retesting Quality Control core samples from control strips (either core or nuclear) at a frequency of 100% of the frequency required of the Contractor;

(G) By observing the Contractor perform all standard counts of the Quality Control nuclear gauge prior to usage each nuclear density testing day; or

(H) By any combination of the above.

Page 6-28, Subarticle 610-3(A) Mix Design-General, delete the fourth and fifth paragraphs and replace with the following:

Reclaimed Asphalt Pavement (RAP) or Reclaimed Asphalt Shingles (RAS) may be incorporated into asphalt plant mixes in accordance with Article 1012-1 and the following applicable requirements.

Reclaimed asphalt pavement (RAP) may constitute up to 50% of the total material used in recycled mixtures, except for mix Type S 12.5D, Type S 9.5D, and mixtures containing reclaimed asphalt shingle material (RAS). Reclaimed asphalt shingle (RAS) material may constitute up to 6% by weight of total mixture for any mix. When both RAP and RAS are used, do not use a combined percentage of RAS and RAP greater than 20% by weight of total mixture, unless otherwise approved. When the percent of binder contributed from RAS or a combination of RAS and RAP exceeds 20% but not more than 30% of the total binder in the completed mix, the virgin binder PG grade shall be one grade below (both high and low temperature grade) the binder grade specified in Table 610-2 for the mix type, unless otherwise approved. When the percent of binder contributed from RAS or a combination of RAS and RAP exceeds 30% of the total binder in the completed mix, the Engineer will establish and approve the virgin binder PG grade. Use approved methods to determine if any binder grade adjustments are necessary to achieve the performance grade for the specified mix type.

For Type S 12.5D and Type S 9.5D mixes, the maximum percentage of reclaimed asphalt material is limited to 20% and shall be produced using virgin asphalt binder grade PG 76-22. For all other recycled mix types, the virgin binder PG grade shall be as specified in Table 610-2A for the specified mix type.

When the percentage of RAP is greater than 20% but not more than 30% of the total mixture, use RAP meeting the requirements for processed or fractionated RAP in accordance with the requirements of Article 1012-1.

When the percentage of RAP is greater than 30% of the total mixture, use an approved stockpile of RAP in accordance with Subarticle 1012-1(C). Use approved test methods to determine if any binder grade adjustments are necessary to achieve the performance grade for

the specified mix type. The Engineer will establish and approve the virgin asphalt binder grade to be used.

Page 6-34, Subarticle 610-3(C) Job Mix Formula, delete Table 610-2 and associated notes and replace with the following:

**TABLE 610-2
SUPERPAVE MIX DESIGN CRITERIA**

Mix Type	Design ESALs Millions (a)	Binder PG Grade (b)	Compaction Levels No. Gyrations @		Max. Rut Depth (mm)	Volumetric Properties (c)			
			N _{ini}	N _{des}		VMA % Min.	VTM %	VFA Min. - Max.	%G _{mm} @ N _{ini}
S-4.75A(e)	< 0.3	64 -22	6	50	-----	20.0	7.0 - 15.0	-----	-----
SF-9.5A	< 0.3	64 -22	6	50	11.5	16.0	3.0 - 5.0	70 - 80	≤ 91.5
S-9.5B	0.3 - 3	64 -22	7	65	9.5	15.5	3.0 - 5.0	65 - 80	≤ 90.5
S-9.5C	3 - 30	70 -22	7	75	6.5	15.5	3.0 - 5.0	65 - 78	≤ 90.5
S-9.5D	> 30	76 -22	8	100	4.5	15.5	3.0 - 5.0	65 - 78	≤ 90.0
S-12.5C	3 - 30	70 -22	7	75	6.5	14.5	3.0 - 5.0	65 - 78	≤ 90.5
S-12.5D	> 30	76 -22	8	100	4.5	14.5	3.0 - 5.0	65 - 78	≤ 90.0
I-19.0B	< 3	64 -22	7	65	-----	13.5	3.0 - 5.0	65 - 78	≤ 90.5
I-19.0C	3 - 30	64 -22	7	75	-----	13.5	3.0 - 5.0	65 - 78	≤ 90.0
I-19.0D	> 30	70 -22	8	100	-----	13.5	3.0 - 5.0	65 - 78	≤ 90.0
B-25.0B	< 3	64 -22	7	65	-----	12.5	3.0 - 5.0	65 - 78	≤ 90.5
B-25.0C	> 3	64 -22	7	75	-----	12.5	3.0 - 5.0	65 - 78	≤ 90.0
All Mix Types	Design Parameter				Design Criteria				
	1. Dust to Binder Ratio ($P_{0.075} / P_{be}$) 2. Retained Tensile Strength (TSR) (AASHTO T283 Modified)				0.6 - 1.4 85% Min. (d)				

- Notes:
- (a) Based on 20 year design traffic.
 - (b) Volumetric Properties based on specimens compacted to N_{des} as modified by the Department.
 - (c) AASHTO T 283 Modified (No Freeze-Thaw cycle required). TSR for Type S 4.75A, Type B 25.0B, and Type B 25.0C mixes is 80% minimum.
 - (d) Mix Design Criteria for Type S 4.75A may be modified subject to the approval of the Engineer.

Page 6-34, Insert the following immediately after Table 610-2:

**TABLE 610-2A
SUPERPAVE MIX DESIGN CRITERIA**

Mix Type	Percentage of RAP in Mix		
	Category 1 % RAP \leq 20%	Category 2 $20.1\% \leq \% \text{RAP} \leq 30.0\%$	Category 3 %RAP > 30.0%
All A and B Level Mixes, I19.0C, B25.0C	PG 64 -22	PG 64 -22	TBD
S9.5C, S12.5C, I19.0D	PG 70 -22	PG 64-22	TBD
S 9.5D and S12.5D	PG 76-22	N/A	N/A

Note: (1) Category 1 RAP has been processed to a maximum size of 2 inches.
 (2) Category 2 RAP has been processed to a maximum size of one inch by either crushing and or screening to reduce variability in the gradations.
 (3) Category 3 RAP has been processed to a maximum size of one inch, fractionating the RAP into 2 or more sized stockpiles

Page 6-35, Table 610-3 delete and replace with the following:

**TABLE 610-3
ASPHALT PLACEMENT- MINIMUM TEMPERATURE REQUIREMENTS**

Asphalt Concrete Mix Type	Minimum Air Temperature	Minimum Surface Temperature
ACBC, Type B 25.0B, C, B 37.5C	35°F	35°F
ACIC, Type I 19.0B, C, D	35°F	35°F
ACSC, Type S 4.75A, SF 9.5A, S 9.5B	40°F	50°F*
ACSC, Type S 9.5C, S 12.5C	45°F	50°F
ACSC, Type S 9.5D, S 12.5D	50°F	50°F

* 35°F if surface is soil or aggregate base for secondary road construction.

Page 6-44, Article 610-8 SPREADING AND FINISHING, third full paragraph, replace the first sentence with the following:

Use the 30 foot minimum length mobile grade reference system or the non-contacting laser or sonar type ski with at least four referencing stations mounted on the paver at a minimum length of 24 feet to control the longitudinal profile when placing the initial lanes and all adjacent lanes of all layers, including resurfacing and asphalt in-lays, unless otherwise specified or approved.

Page 6-45, Article 610-8 SPREADING AND FINISHING delete the third paragraph on page 6-45 and replace with the following:

Use a Material Transfer Vehicle (MTV) when placing all asphalt concrete plant mix pavements which require the use of asphalt binder grade PG 76-22 and for all types of OGAFc, unless otherwise approved. Use a MTV for all surface mix regardless of binder grade placed on Interstate and US routes that have four or more lanes and median divided. Where required above, utilize the MTV when placing all full width travel lanes and collector

lanes. Use MTV for all ramps, loops, -Y- line travel lanes, full width acceleration and deceleration lanes, and full width turn lanes that are greater than 1,000 feet in length.

Page 6-50, Article 610-13 DENSITY ACCEPTANCE, delete the second paragraph and replace with the following:

As an exception, when the first layer of mix is a surface course and is being placed directly on an unprimed aggregate or soil base, the layer will be included in the "Other" construction category.

Page 6-50, Article 610-13 DENSITY ACCEPTANCE, delete the formula and description in the middle of the page and replace with the following:

	PF	= $100 - 10(D)^{1.465}$
Where:	PF	= Pay Factor (computed to 0.1%)
	D	= the deficiency of the lot average density, not to exceed 2.0%

Page 6-51, Article 610-15 MEASUREMENT AND PAYMENT, fourth paragraph, delete and replace with the following:

Furnishing asphalt binder will be paid for as provided in Article 620-4.

Page 6-53, Article 620-4 MEASUREMENT AND PAYMENT, modify as follows:

First Paragraph, delete and replace with the following:

Asphalt Binder for Plant Mix and Polymer Modified Asphalt Binder for Plant Mix will be measured and paid for as the theoretical number of tons required by the applicable job mix formula based on the actual number of tons of plant mix completed and accepted on the job.

Second paragraph, delete entire paragraph.

Sixth paragraph, delete the last sentence.

Seventh paragraph, delete the paragraph and replace with the following:

The adjusted contract unit price will then be applied to the theoretical quantity of asphalt binder authorized for use in the plant mix placed during the partial payment period involved, except that where recycled plant mix is used, the adjusted unit price will be applied only to the theoretical number of tons of additional asphalt binder materials required by the job mix formula.

Delete pay items and add the following pay items:

Pay Item	Pay Unit
Asphalt Binder for Plant Mix	Ton
Polymer Modified Asphalt Binder for Plant Mix	Ton

Page 6-55, Article 650-2 Materials, insert the following at the end of the list of items.

Reclaimed asphalt shingles

1012-1(F)

Page 6-57, Subarticle 650-3(B), Mix Design Criteria, insert the following as the fourth paragraph.

Reclaimed asphalt shingle (RAS) material may constitute up to 6% by weight of total mixture. The maximum percentage of binder contributed from reclaimed asphalt material will be 20% of the total binder in the completed mix.

Page 6-59, Article 650-5 CONSTRUCTION REQUIREMENTS delete the second paragraph from the bottom of the page beginning "Use a Material Transfer Vehicle (MTV)..." and replace with the following:

Use a Material Transfer Vehicle (MTV) when placing all asphalt concrete plant mix pavements which require the use of asphalt binder grade PG 76-22 and for all types of OGAF C, unless otherwise approved. Use a MTV for all surface mix regardless of binder grade placed on Interstate and US routes that have four or more lanes and median divided. Where required above, utilize the MTV when placing all full width travel lanes and collector lanes. Use MTV for all ramps, loops, -Y- line travel lanes, full width acceleration and deceleration lanes, and full width turn lanes that are greater than 1,000 feet in length.

Page 6-61, Article 650-7 MEASUREMENT AND PAYMENT delete the second paragraph and replace with the following:

Furnishing asphalt binder for the mix will be paid for as provided in Article 620-4 for *Asphalt Binder for Plant Mix* or *Polymer Modified Asphalt Binder for Plant Mix*. Adjustments in contract unit price due to asphalt binder price fluctuations will be made in accordance with Article 620-4.

Page 6-64, Article 652-6 MEASUREMENT AND PAYMENT delete the second paragraph and replace with the following:

Asphalt Binder for Plant Mix will be paid for in accordance with Article 620-4.

Page 6-69, TABLE 660-1 MATERIAL APPLICATION RATES AND TEMPERATURES, add the following:

Type of Coat	Grade of Asphalt	Asphalt Rate gal/yd ²	Application Temperature °F	Aggregate Size	Aggregate Rate lb./sq. yd. Total
Sand Seal	CRS-2 or CRS-2P	0.22-0.30	150-175	Blotting Sand	12-15

Page 6-75, Subarticle 660-9(B) Asphalt Seal Coat, add the following as sub-item (5):**(5) Sand Seal**

Place the fully required amount of asphalt material in one application and immediately cover with the seal coat aggregate. Uniformly spread the fully required amount of aggregate in one application and correct all non-uniform areas prior to rolling.

Immediately after the aggregate has been uniformly spread, perform rolling.

When directed, broom excess aggregate material from the surface of the seal coat.

When the sand seal is to be constructed for temporary sealing purposes only and will not be used by traffic, other grades of asphalt material meeting the requirements of Articles 1020-6 and 1020-7 may be used in lieu of the grade of asphalt required by Table 660-1 when approved.

Page 6-76, Article 661-1 DESCRIPTION, add the following as the 2nd paragraph:

Provide and conduct the quality control and required testing for acceptance of the UBWC in accordance with *Quality Management System for Asphalt Pavements (OGAFC, PADL, and Ultra-Thin HMA Version)*, included in the contract.

Page 6-76, Article 661-2 MATERIALS, add the following after Asphalt Binder, Grade 70-28:

Item	Section
Asphalt Binder, Grade 76-22	1020
Reclaimed Asphalt Shingles	1012

Page 6-78, Subarticle 661-2(E), Asphalt Binder For Plant Mix, Grade PG 70-28, rename as POLYMER MODIFIED ASPHALT BINDER FOR PLANT MIX and add the following as the first paragraph:

Use either PG 70-28 or PG 76-22 binder in the mix design. The grade of asphalt binder to be paid for the production of Ultra-thin will be *Polymer Modified Asphalt Binder For Plant Mix*.

Page 6-79, Subarticle 661-2(G) Composition of Mix, add the following as the third sentence of the first paragraph.

The percent of asphalt binder contributed from the RAS shall not exceed 20% of the total binder in the completed mix.

Page 6-80, Article 661-2(G) Composition of Mix, replace Table 661-4 and associated notes with the following:

TABLE 661-4 – MIXTURE DESIGN CRITERIA				
Gradation Design Criteria (% Passing by Weight)				
Standard Sieves		1/2 in. Type A	3/8 in. Type B	1/4 in. Type C
ASTM	mm	(% Passing by Weight)		
¾ inch	19.0	100		
½ inch	12.5	85 - 100	100	
3/8 inch	9.5	60 - 80	85 - 100	100
#4	4.75	28 - 38	28 - 44	40 - 55
#8	2.36	19 - 32	17 - 34	22 - 32
#16	1.18	15 - 23	13 - 23	15 - 25
#30	0.600	10 - 18	8 - 18	10 - 18
#50	0.300	8 - 13	6 - 13	8 - 13
#100	0.150	6 - 10	4 - 10	6 - 10
#200	0.075	4.0 - 7.0	3.0 - 7.0	4.0 - 7.0

Mix Design Criteria			
	1/2 in. Type A	3/8 in. Type B	1/4 in. Type C
Asphalt Content, %	4.6 - 5.6	4.6 - 5.8	5.0 - 5.8
Draindown Test, AASHTO T 305		0.1% max.	
Moisture Sensitivity, AASHTO T 283*		80% min.	
Application Rate, lb/ yd ²	90	70	50
Approximate Application Depth, in.	3/4	5/8	1/2
Asphalt PG Grade, AASHTO M 320	PG 70-28 or PG 76-22	PG 70-28 or PG 76-22	PG 70-28 or PG 76-22

NOTE: *Specimens for T-283 testing are to be compacted using the SUPERPAVE gyratory compactor. The mixtures shall be compacted using 100 gyrations to achieve specimens approximately 95 mm in height. Use mixture and compaction temperatures recommended by the binder supplier.

Page 6-80, Subarticle 661-3(A) Equipment, add the following as the first paragraph:

Use asphalt mixing plants in accordance with Article 610-5 of the *Standard Specifications*.

Page 6-82, Subarticle 661-3(C), Application of Ultra-thin Bonded Wearing Course, delete the first paragraph and add the following as the first and second paragraphs:

Use only one asphalt binder PG grade for the entire project, unless the Engineer gives written approval.

Do not place Ultra-thin Bonded Wearing Course between October 31 and April 1, when the pavement surface temperature is less than 50°F or on a wet pavement. In addition, when PG 76-22 binder is used in the JMF, place the wearing course only when the road pavement surface temperature is 60°F or higher and the air temperature in the shade away from artificial heat is 60°F or higher.

Page 6-83, Article 661-4, MEASUREMENT AND PAYMENT delete third paragraph and replace with the following:

Polymer Modified Asphalt Binder For Plant Mix will be paid for in accordance with Article 620-4. Asphalt binder price adjustments when applicable will be based on Grade PG 64-22, regardless of the grade used.

Page 10-40, Subarticle 1012-1(A) General, add the following at the end of the last paragraph, last sentence:

or ultra-thin bonded wearing course.

Page 10-41, Table 1012-1, delete the entries for OGAF C and add new entries for OGAF C and a row for UBWC with entries:

Mix Type	Coarse Aggregate Angularity ^(b) ASTM D5821	Fine Aggregate Angularity % Minimum AASHTO T304 Method A	Sand Equivalent % Minimum AASHTO T176	Flat & Elongated 5:1 Ratio % Maximum ASTM D4791 Section 8.4
S 9.5 D	100/100	45	50	10
OGAF C	100/100	N/A	N/A	10
UBWC	100/85	40	45	10

Delete Note (c) under the Table 1012-1 and replace with the following:

(c) Does not apply to Mix Types SF 9.5A and S 9.5B.

Page 10-42, Subarticle 1012-1(B)(6) Toughness (Resistance to Abrasion), add as the last sentence:

The percentage loss for aggregate used in UBWC shall be no more than 35%.

Page 10-43, Subarticle 1012-1(F) Reclaimed Asphalt Shingle Material (RAS), delete and replace with the following:

(F) Reclaimed Asphalt Shingles (RAS)

For use in asphalt mix, Reclaimed Asphalt Shingles (RAS) can be either manufacturer- waste shingles or post-consumer shingles that have been processed into a product that meets the requirements of this section.

Manufacturer-waste RAS (MRAS) are processed shingle materials discarded from the manufacturing of new asphalt shingles. It may include asphalt shingles or shingle tabs that have been rejected by the shingle manufacturer.

Post-consumer RAS (PRAS) are processed shingle materials recovered from mixed roofing material scrap removed from existing structures. Tear-off shingle scrap must be sorted and other roofing debris, including nails, plastic, metal, wood, coal tar epoxy, rubber materials, or other undesirable components, shall be removed. This sorting of the scrap must be done prior to grinding of the PRAS for use in asphalt production.

Sample and test PRAS for asbestos and provide results demonstrating that the bulk samples contain less than one percent of asbestos containing material in accordance with Federal, State of North Carolina, and Local regulations. Use NC-accredited Asbestos Inspectors or Roofing Supervisors to sample the PRAS to meet the above criteria. Maintain records on-site indicating shingle source(s), asbestos operation plan approved by Division of Public Health's Health Hazards Control Unit, and all asbestos analytical reports. All documentation will be subject to review by the Department.

Process RAS by ambient grinding or granulating methods such that 100% of the particles will pass the 9.50 mm (3/8") sieve when tested in accordance with AASHTO T27. Perform sieve analysis on processed asphalt shingles prior to ignition or solvent extraction testing.

RAS shall contain no more than 0.5% by total cumulative weight of deleterious materials. These materials include, but are not limited to, excessive dirt, debris, concrete, metals, glass, paper, rubber, wood, plastic, soil, brick, tars, or other contaminating substances.

Blend RAS with fine aggregate or RAP, meeting the requirements of this Section, if needed to keep the processed material workable.

MRAS and PRAS shall not be blended together for the production of hot mix asphalt.

(1) Mix Design RAS

Incorporate RAS from stockpiles that have been tested for uniformity of gradation and binder content prior to use in an asphalt mix design.

(2) Mix Production RAS

New Source RAS is defined as acceptable material which was not included in the stockpile when samples were taken for mix design purposes. Process new source RAS so that all materials will meet the gradation requirements prior to introduction into the plant mixer unit.

After a stockpile of processed RAS has been sampled and mix designs made from these samples, do not add new source RAS to the original stockpile without prior field testing to insure gradation and binder uniformity. Sample and test new source RAS before blending with the existing stockpile.

Store new source RAS in a separate stockpile until the material can be sampled and tested for comparison with the original recycled mix design data. New source RAS may also be placed against the existing stockpile in a linear manner provided it is sampled for mix design conformity prior to its use in the recycled mix. Store RAS materials in such a manner as to prevent contamination.

Field approval of new source RAS will be based on the table below and volumetric mix properties on the mix with the new source RAS included. Provided these tolerances are met, volumetric properties of the new mix will then be performed. If all volumetric mix properties meet the mix design criteria for that mix type, the new source RAS may continue to be used.

If the gradation, binder content, or any of the volumetric mix properties are not within the allowable tolerances of the table below, do not use the new source RAS unless approved by

the Engineer. The Contractor may elect to either not use the stockpile, to request an adjustment to the JMF, or to redesign the mix.

NEW SOURCE RAS BINDER AND GRADATION TOLERANCES (Apply Tolerances to Mix Design Data)	
P_b %	±2.5
<i>Sieve Size, mm</i>	<i>Tolerance</i>
4.75	±5
2.36	±4
1.18	±4
0.300	±4
0.150	±4
0.075	±2.0

Page 10-43 through 10-45, Subarticle 1012-1(G), delete this subarticle in its entirety and replace with the following:

(G) Reclaimed Asphalt Pavement (RAP)

(1) Mix Design RAP

Incorporate RAP from stockpiles or other sources that have been tested for uniformity of gradation and binder content prior to use in an asphalt mix design. Use reclaimed asphalt pavement that meets all requirements specified for *one of the following two* classifications.

(a) Millings

Existing reclaimed asphalt pavement (RAP) that is removed from its original location by a milling process as specified in Section 607. Millings should be such that it has a uniform gradation and binder content and all materials will pass a 2" sieve prior to introduction into the plant mixer unit.

(b) Processed RAP

RAP that is processed in some manner (possibly by crushing and/or use of a blending method) to produce a uniform gradation and binder content in the RAP prior to use in a recycled mix. Process RAP so that all materials have a uniform gradation and binder content and will pass a 1" sieve prior to introduction into the plant mixer unit.

(c) Fractionated RAP

Fractionated RAP is defined as having two or more RAP stockpiles, where the RAP is divided into coarse and fine fractions. Grade RAP so that all materials will pass a 1" sieve. The coarse RAP stockpile shall only contain material retained on a 3/8" screen, unless otherwise approved. The fine RAP stockpile shall only contain material passing the 3/8" screen, unless otherwise approved. The Engineer may allow the Contractor to use an

alternate to the 3/8" screen to fractionate the RAP. The maximum percentages of fractionated RAP may be comprised of coarse, fine, or the combination of both. Utilize a separate cold feed bin for each stockpile of fractionated RAP used.

(d) Approved Stockpiled RAP

Approved Stockpiled RAP is defined as fractionated RAP which has been isolated and tested for asphalt content, gradation, and asphalt binder characteristics with the intent to be used in mix designs with greater than 30% RAP materials. Fractionate the RAP in accordance with Subarticle 1012-1(G)(1)(c). Utilize a separate cold feed bin for each approved stockpile of RAP used.

Perform extraction tests at a rate of 1 per 1000 tons of RAP, with a minimum of 5 tests per stockpile to determine the asphalt content and gradation. Separate stockpiles of RAP material by fine and coarse fractions. Erect and maintain a sign satisfactory to the Engineer on each stockpile to identify the material. Assure that no deleterious material is allowed in any stockpile. The Engineer may reject by visual inspection any stockpiles that are not kept clean, separated, and free of foreign materials.

Submit requests for RAP stockpile approval to the Engineer with the following information at the time of the request:

- (1) Approximate tons of materials in stockpile
- (2) Name or Identification number for the stockpile
- (3) Asphalt binder content and gradation test results
- (4) Asphalt characteristics of the Stockpile.

For the Stockpiled RAP to be considered for approval, the gradation and asphalt content shall be uniform. Individual test results, when compared to the target, will be accepted if within the tolerances listed below:

APPROVED STOCKPILED RAP GRADATION and BINDER TOLERANCES
(Apply Tolerances to Mix Design Data)

P_b %	±0.3%
Sieve Size (mm)	Percent Passing
25.0	±5%
19.0	±5%
12.5	±5%
9.5	±5%
4.75	±5%
2.36	±4%
1.18	±4%
0.300	±4%
0.150	±4%
0.075	±1.5%

Note: If more than 20% of the individual sieves are out of the gradation tolerances, or if more than 20% of the asphalt binder content test results fall outside the appropriate

tolerances, the RAP shall not be used in HMA unless the RAP representing the failing tests is removed from the stockpile.

Do not add additional material to any approved RAP stockpile, unless otherwise approved by the Engineer.

Maintain at the plant site a record system for all approved RAP stockpiles. Include at a minimum the following: Stockpile identification and a sketch of all stockpile areas at the plant site; all RAP test results (including asphalt content, gradation, and asphalt binder characteristics).

(2) Mix Production RAP

During mix production, use RAP that meets the criteria for one of the following categories:

(a) Mix Design RAP

RAP contained in the mix design stockpiles as described above may be used in all applicable JMFs. These stockpiles have been pretested; however, they are subject to required QC/QA testing in accordance with Subarticle 609-5(C)(2).

(b) New Source RAP

New Source RAP is defined as any acceptable material that was not included in the stockpile or other source when samples were taken for mix design purposes. Process new source RAP so that all materials have a uniform gradation and binder content and will pass a 2" sieve prior to introduction into the plant mixer unit.

After a stockpile of millings, processed RAP, or fractionated RAP has been sampled and mix designs made from these samples, do not add new source RAP to the original stockpile without prior field testing to insure gradation and binder uniformity. Sample and test new source RAP before blending with the existing stockpile.

Store new source RAP in a separate stockpile until the material can be sampled and tested for comparison with the original recycled mix design data. New source RAP may also be placed against the existing stockpile in a linear manner provided it is sampled for mix design conformity prior to its use in the recycled mix.

Unprocessed RAP is asphalt material that was not milled and/or has not been processed to obtain a uniform gradation and binder content and is not representative of the RAP used during the applicable mix design. Unprocessed RAP shall not be incorporated into any JMFs prior to processing. Different sources of unprocessed RAP may be stockpiled together provided it is generally free of contamination and will be processed prior to use in a recycled mix. RAP contamination in the form of excessive dirt, debris, clean stone, concrete, etc. will not be allowed. Incidental amounts of dirt, concrete, and clean stone may be acceptable. Unprocessed RAP may be processed and then classified as a new source RAP as described above.

Field approval of new source RAP will be based on Table 1012-2 below and volumetric mix properties on the mix with the new source RAP included. Provided the Table 1012-2 tolerances are met, volumetric properties of the new mix will then be performed. If all volumetric mix properties meet the mix design criteria for that mix type, the new source RAP may continue to be used.

If the gradation, binder content, or any of the volumetric mix properties are not within the allowable tolerances of Table 1012-2, do not use the new source RAP unless approved by the Engineer. The Contractor may elect to either not use the stockpile, to request an adjustment to the JMF, or to redesign the mix.

TABLE 1012-2 NEW SOURCE RAP GRADATION and BINDER TOLERANCES (Apply Tolerances to Mix Design Data)									
Mix Type Sieve (mm)	0-20% RAP			20 ⁺ -30 % RAP			30 ⁺ % RAP		
	Base	Inter.	Surf.	Base	Inter.	Surf.	Base	Inter.	Surf.
P _b %	± 0.7%			± 0.4%			± 0.3%		
25.0	±10	-	-	±7	-	-	±5	-	-
19.0	±10	±10	-	±7	±7	-	±5	±5	-
12.5	-	±10	±10	-	±7	±7	-	±5	±5
9.5	-	-	±10	-	-	±7	-	-	±5
4.75	±10	-	±10	±7	-	±7	±5	-	±5
2.36	±8	±8	±8	±5	±5	±5	±4	±4	±4
1.18	±8	±8	±8	±5	±5	±5	±4	±4	±4
0.300	±8	±8	±8	±5	±5	±5	±4	±4	±4
0.150	-	-	±8	-	-	±5	-	-	±4
0.075	±4	±4	±4	±2	±2	±2	±1.5	±1.5	±1.5

ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES:

(11-21-00) (Rev 7-19-11)

SP6 R15

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

Asphalt Concrete Base Course	Type B 25.0	4.4%
Asphalt Concrete Intermediate Course	Type I 19.0	4.8%
Asphalt Concrete Surface Course	Type S 4.75A	6.8%
Asphalt Concrete Surface Course	Type SF 9.5A	6.7%
Asphalt Concrete Surface Course	Type S 9.5	6.0%
Asphalt Concrete Surface Course	Type S 12.5	5.5%

The actual asphalt binder content will be established during construction by the Engineer within the limits established in the *2006 Standard Specifications*.

PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:

(11-21-00)

SP6 R25

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

The base price index for asphalt binder for plant mix is \$581.07 per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on September 1, 2011.

FUEL PRICE ADJUSTMENT:

(11-15-05) (Rev 8-16-11)

SP1 G43

Revise the 2006 *Standard Specifications* as follows:

Page 1-93 Subarticle 109-8, add the following:

The base index price for DIESEL #2 FUEL is \$ 3.2116 per gallon.

Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

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

**BORROW EXCAVATION AND SHPO DOCUMENTATION FOR
BORROW/WASTE SITES:**

(12-18-07) (4-15-08)

SP8 R02

Revise the 2006 *Standard Specifications* as follows:

Division 2 Earthwork

Page 2-16, Subarticle 230-1(D), add the words: *The Contractor specifically waives* as the first words of the sentence.

Page 2-17, Article 230-4(B) Contractor Furnished Sources, first paragraph, first sentence replace with the following:

Prior to the approval of any borrow sources developed for use on any project, obtain certification from the State Historic Preservation Officer of the State Department of

Cultural Resources certifying that the removal of the borrow material from the borrow sources(s) will have no effect on any known district, site building, structure, or object, architectural and/or archaeological that is included or eligible for inclusion in the National Register of Historic Places.

Division 8 Incidentals

Page 8-9, Article 802-2 General Requirements, add the following as the 1st paragraph:

Prior to the removal of any waste from any project, obtain certification from the State Historic Preservation Officer of the State Department of Cultural Resources certifying that the deposition of the waste material to the proposed waste area will have no effect on any known district, site building, structure, or object, architectural and/or archaeological that is included or eligible for inclusion in the National Register of Historic Places. Furnish a copy of this certification to the Engineer prior to performing any work in the proposed waste site.

Page 8-10, Article 802-2, General Requirements, 4th paragraph, add the following as the 2nd sentence:

The Department's borrow and waste site reclamation procedures for contracted projects is available on the NCDOT website and shall be used for all borrow and waste sites on this project.

GUARDRAIL ANCHOR UNITS, TYPE 350:

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

SP8 R65

Description

Furnish and install guardrail anchor units in accordance with the details in the plans, the applicable requirements of Section 862 of the *2006 Standard Specifications*, and at locations shown in the plans.

Materials

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

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

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

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

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

Prior to installation the Contractor shall submit to the Engineer:

(A) FHWA acceptance letter for each guardrail anchor unit certifying it meets the requirements of NCHRP Report 350, Test Level 3, in accordance with Section 106-2 of the *2006 Standard Specifications*.

(B) Certified working drawings and assembling instructions from the manufacturer for each guardrail anchor unit in accordance with Section 105-2 of the *2006 Standard Specifications*.

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

Construction Methods

Guardrail end delineation is required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation consists of yellow

reflective sheeting applied to the entire end section of the guardrail in accordance with Section 1088-3 of the *Standard Specifications* and is incidental to the cost of the guardrail anchor unit.

Measurement and Payment

Measurement and payment will be made in accordance with Articles 862-6 of the *2006 Standard Specifications*.

Payment will be made under:

Pay Item	Pay Unit
Guardrail Anchor Units, Type 350	Each

GALVANIZED HIGH STRENGTH BOLTS, NUTS AND WASHERS:

(2-17-09)

SP10 R02

Revise the *Standard Specifications* as follows:

Page 10-126, Subarticle 1072-7(F)(3) Change the AASHTO reference to B 695 Class 55

Page 10-247, Table 1092-2, Steel Sign Materials, Change High Strength Bolts, Nuts & Washers ASTM Specifications for Galvanizing to B695 Class 55.

Page 10-259, Subarticle 1094-1(A) Breakaway or Simple Steel Beam Sign Supports, replace the third paragraph with the following:

Fabricate high strength bolts, nuts, and washers required for breakaway supports from steel in accordance with ASTM A325 and galvanize in accordance with AASHTO B 695 Class 55.

Page 10-261, Article 1096-2 Steel Overhead Sign Structures, replace the last sentence with the following:

The galvanizing shall meet the requirement of AASHTO B 695 Class 55 for fasteners and of ASTM A123 for other structural steel.

GALVANIZING:

(8-17-10)

SP10 R03

Revise the *Standard Specifications* as follows:

Page 10-150, Subarticle 1076-1, Galvanizing, add a second paragraph as the follows:

Allow the Engineer to obtain samples of molten zinc directly from the galvanizing vat upon request.

AGGREGATE PRODUCTION:

(11-20-01)

SP10 R05

Provide aggregate from a producer who uses the current Aggregate Quality Control/Quality Assurance Program that is in effect at the time of shipment.

No price adjustment is allowed to contractors or producers who use the program. Participation in the program does not relieve the producer of the responsibility of complying with all requirements of the *Standard Specifications*. Copies of this procedure are available upon request from the Materials and Test Unit.

CONCRETE BRICK AND BLOCK PRODUCTION:

(11-20-01)

SP10 R10

Provide concrete brick and block from a producer who uses the current Solid Concrete Masonry Brick/Unit Quality Control/Quality Assurance Program that is in effect on the date that material is received on the project.

No price adjustment is allowed to contractors or producers who use the program. Participation in the program does not relieve the producer of the responsibility of complying with all requirements of the *Standard Specifications*. Copies of this procedure are available upon request from the Materials and Test Unit.

PORTLAND CEMENT CONCRETE (Alkali-Silica Reaction):

2-20-07

SP10 R16

Revise the 2006 *Standard Specifications* as follows:

Article 1024-1(A), replace the 2nd paragraph with the following:

Certain combinations of cement and aggregate exhibit an adverse alkali-silica reaction. The alkalinity of any cement, expressed as sodium-oxide equivalent, shall not exceed 1.0 percent. For mix designs that contain non-reactive aggregates and cement with an alkali content less than 0.6%, straight cement or a combination of cement and fly ash, cement and ground

granulated blast furnace slag or cement and microsilica may be used. The pozzolan quantity shall not exceed the amount shown in Table 1024-1. For mixes that contain cement with an alkali content between 0.6% and 1.0%, and for mixes that contain a reactive aggregate documented by the Department, regardless of the alkali content of the cement, use a pozzolan in the amount shown in Table 1024-1.

Obtain the list of reactive aggregates documented by the Department at: <http://www.ncdot.org/doh/operations/materials/pdf/quarryasrprob.pdf>

Table 1024-1	
Pozzolans for Use in Portland Cement Concrete	
<i>Pozzolan</i>	<i>Rate</i>
Class F Fly Ash	20% by weight of required cement content, with 1.2 lbs Class F fly ash per lb of cement replaced
Ground Granulated Blast Furnace Slag	35%-50% by weight of required cement content with 1 lb slag per lb of cement replaced
Microsilica	4%-8% by weight of required cement content, with 1 lb microsilica per lb of cement replaced

WATER FOR CONCRETE:

(10-19-10)

SP10 R17

Revise the *Standard Specifications for Roads and Structures* as follows:

Page 10-63, Article 1024-4, replace article with the following:

1024-4 WATER

Ensure that water used to condition, wash, or as an integral part of materials is clear and free from injurious amounts of oil, acid, alkali, organic matter, or other deleterious substance. It shall not be salty or brackish. Water used in the production of concrete or grout shall be from wells or public water systems which are suitable for drinking and must meet the criteria listed in Table 1024-1.

Test all water from wells and public water supplies from all out of state locations and in the following counties: Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Craven, Currituck, Dare, Gates, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrell, and Washington unless the Engineer waives the testing requirements. Water from a municipal water supply in all other NC counties may be accepted by the Engineer without testing.

**TABLE 1024-1
ACCEPTANCE CRITERIA FOR WATER
USED IN THE PRODUCTION OF CONCRETE**

Requirement	Limit	Test Method
Compressive Strength, minimum percent of control at 3 and 7 days	90 percent	NCDOT Modified / AASHTO T106
Time of set, deviation from control	From 1:00 hr. earlier to 1:30 hr. later	NCDOT Modified / AASHTO T131
pH	4.5 to 8.5	NCDOT Modified / AASHTO T26
Chloride Ion Content, Max.	250 ppm	ASTM D512
Total Solids Content (Residue), Max.	1000 ppm	NCDOT Modified / Standard Methods for Examination of Water and Wastewater
Resistivity, Min.	0.500 kohm-cm	NCDOT Modified / ASTM D1125
Sulfate as SO ₄ , Max.	1500 ppm	NCDOT Modified / ASTM D516
Presence of Sugar	None	NCDOT Procedure
Dissolved Organic Matter	None	NCDOT Modified / AASHTO T26

Page 10-65, Article 1026-4, replace article with the following:

1026-4 WATER

All water used for curing concrete shall meet the requirements of Article 1024-4 and Table 1024-1. Water from wells, streams, ponds, or public water systems may be used.

ENGINEERING FABRICS:

(7-18-06) (Rev. 10-19-10)

SP10 R40

Revise the *Standard Specifications* as follows:

Page 10-99, Delete Section 1056 ENGINEERING FABRICS and replace it with the following:

SECTION 1056 ENGINEERING FABRICS

1056-1 General

Use engineering fabrics that meet the requirements of Article 4.1 of AASHTO M288 and have been evaluated by National Transportation Product Evaluation Program (NTPEP).

When required, sew fabrics together in accordance with Article X1.1.4 of AASHTO M288. Provide sewn seams with seam strengths meeting the required strengths for the engineering fabric type and class specified.

Load, transport, unload and store fabrics such that they are kept clean and free of damage. Label, ship and store fabrics in accordance with Section 7 of AASHTO M288. Fabrics with defects, flaws, deterioration or damage will be rejected. Do not unwrap fabrics until just before installation. With the exception of fabrics for temporary silt fences and mechanically stabilized earth (MSE) wall faces, do not leave fabrics exposed for more than 7 days before covering fabrics with material.

When required, use pins a minimum of 3/16" in diameter and 18" long with a point at one end and a head at the other end that will retain a steel washer with a minimum outside diameter of 1.5". When wire staples are required, provide staples in accordance with Subarticle 1060-8(D) of the *Standard Specifications*.

1056-2 Fabric Properties

Provide Type 1 Certified Mill Test Report, Type 2 Typical Certified Mill Test Report or Type 4 Certified Test Report in accordance with Article 106-3 of the *Standard Specifications*. Furnish certifications with minimum average roll values (MARV) as defined by ASTM D4439 for all fabric properties with the exception of elongation. For testing fabrics, a lot is defined as a single day's production.

Provide engineering fabric types and classes in accordance with the contract. Machine direction (MD) and cross-machine direction (CD) are as defined by ASTM D4439. Use woven or nonwoven fabrics with properties meeting the requirements of Table 1056-1.

**TABLE 1056-1
FABRIC PROPERTY REQUIREMENTS**

Property	ASTM Test Method	Requirements (MARV ¹)				
		Type 1	Type 2	Type 3 ²	Type 4	Type 5 ³
<i>Typical Application</i>		<i>Shoulder Drains</i>	<i>Under Riprap</i>	<i>Temporary Silt Fence</i>	<i>Soil Stabilization</i>	<i>Temporary MSE Walls</i>
Elongation (MD & CD)	D4632	≥ 50 %	≥ 50 %	≤ 25 %	< 50 %	< 50 %
Grab Strength (MD & CD)	D4632	90 lbs	205 lbs	100 lbs	180 lbs	---
Tear Strength (MD & CD)	D4533	40 lbs	80 lbs	---	70 lbs	---
Puncture Strength	D6241	220 lbs	440 lbs	---	370 lbs	---
Wide Width Tensile Strength @ Ultimate (MD & CD)	D4595	---	---	---	---	2400 lbs/ft (unless required otherwise in the contract)
Permittivity	D4491	0.20 sec ⁻¹	0.20 sec ⁻¹	0.05 sec ⁻¹	0.05 sec ⁻¹	0.20 sec ⁻¹
Apparent Opening Size ⁴	D4751	#60	#60	#30	#40	#30
Ultraviolet Stability (retained strength) ⁵	D4355	50 %	50 %	70 %	50 %	50%

¹MARV does not apply to elongation

²Minimum roll width of 36" required

³Minimum roll width of 13 ft required

⁴US Sieve No. per AASHTO M92

⁵After 500 hours of exposure

EROSION CONTROL SPECIAL PROVISIONS

Native Grass Seeding And Mulching

Bluegrass

Native Grass Seeding and Mulching shall be performed on the disturbed areas of wetlands and riparian areas, and adjacent to Stream Relocation and/or trout stream construction within a 50 foot zone on both sides of the stream or depression, measured from top of stream bank or center of depression. The stream bank of the stream relocation shall be seeded by a method that does not alter the typical cross section of the stream bank. Native Grass Seeding and Mulching shall also be performed in the permanent soil reinforcement mat section of preformed scour holes, and in other areas as directed.

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.

August 1 - June 1

25#	Kentucky Bluegrass
8#	Big Bluestem
6#	Indiangrass
4#	Switchgrass
35#	Rye Grain
500#	Fertilizer
4000#	Limestone

May 1 - September 1

25#	Kentucky Bluegrass
8#	Big Bluestem
6#	Indiangrass
4#	Switchgrass
25#	German or Browntop Millet
500#	Fertilizer
4000#	Limestone

Approved Kentucky Bluegrass Cultivars:

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

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.

Native Grass Seeding and Mulching shall be performed in accordance with Section 1660 of the *Standard Specifications* and vegetative cover sufficient to restrain erosion shall be installed immediately following grade establishment.

Measurement and Payment

Payment for Native Grass *Seeding and Mulching* will be included in the contract bid price for Lump Sum - *Roadway Construction*.

SPECIALIZED HAND MOWING:**Description**

This work consists of specialized hand mowing around or under fixed objects, including but not limited to guardrails, signs, barriers and slopes in a method acceptable to the Engineer.

Specialized hand mowing shall be completed with mechanically powered trimmers, string trimmers, hand operated rotary mowers, or self-propelled mowers of sufficient size and quality to perform the work timely and efficiently.

The quantity of mowing to be performed will be affected by the actual conditions that occur during the construction of the project. The quantity of mowing may be increased, decreased or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

Measurement and Payment

Payment for *Specialized Hand Mowing* will be included in the contract bid price for Lump Sum - *Roadway Construction*.

RESPONSE FOR EROSION CONTROL:**Description**

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

Section	Erosion Control Item	Unit
1605	Temporary Silt Fence	LF
SP	Special Sediment Control Fence	LF/TON
1615	Temporary Mulching	ACR
1620	Seed - Temporary Seeding	LB
1620	Fertilizer - Temporary Seeding	TN
1631	Matting for Erosion Control	SY
SP	Coir Fiber Mat	SY
SP	Coir Fiber Baffles	LF

SP	Permanent Soil Reinforcement Mat	SY
1660	Seeding and Mulching	ACR
1661	Seed - Repair Seeding	LB
1661	Fertilizer - Repair Seeding	TON
1662	Seed - Supplemental Seeding	LB
1665	Fertilizer Topdressing	TON
SP	Safety/Highly Visible Fencing	LF
SP	Response for Erosion Control	EA

Construction Methods

Provide an approved subcontractor who performs an erosion control action as described in Form 1675. Each erosion control action may include one or more of the above work items.

Measurement and Payment

Payment for *Response for Erosion Control* will be included in the contract bid price for Lump Sum - *Roadway Construction*.

•

MINIMIZE REMOVAL OF VEGETATION:

The Contractor shall minimize removal of vegetation at stream banks and disturbed areas within the project limits as directed.

STOCKPILE AREAS:

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

ACCESS AND HAUL ROADS:

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

WASTE AND BORROW SOURCES:

Payment for temporary erosion control measures, except those made necessary by the Contractor's own negligence or for his own convenience, will be included in the contract bid price for Lump Sum - *Roadway Construction* for the devices or measures utilized in borrow sources and waste areas.

No additional payment will be made for erosion control devices or permanent seeding and mulching in any commercial borrow or waste pit. All erosion and sediment control practices

that may be required on a commercial borrow or waste site will be done at the Contractor's expense.

GRAVEL CONSTRUCTION ENTRANCE:

Description

This work consists of furnishing, installing, and maintaining and removing any and all material required for the construction of a *Gravel Construction Entrance*.

Materials

Refer to Division 10

Item	Section
Filter Fabric for Drainage, Type 2	1056
Stone for Erosion Control, Class A	1042

Construction Methods

The Contractor shall install a Gravel Construction Entrance in accordance with Standard Drawing No. 1607.01 and at locations as directed.

Measurement and Payment

Payment for all labor and materials necessary to complete the work of *Gravel Construction Entrance*, including construction, maintenance, and removal of the gravel construction entrance, will be included in the contract bid price for Lump Sum - *Roadway Construction*.

SPECIAL SEDIMENT CONTROL FENCE:

Description

This work consists of furnishing materials, and the construction, maintenance, and removal of *Special Sediment Control Fence*. Place special sediment control fence as shown on the plans or as directed.

Materials

(A) Posts

Steel posts shall be at least 5 ft. in length, approximately 1 3/8" wide measured parallel to the fence, and have a minimum weight of 1.25 lb/ft of length. The post shall be equipped with an anchor plate having a minimum area of 14.0 square inches, and shall have a means of retaining wire in the desired position without displacement.

(B) ¼" Hardware Cloth

Hardware cloth shall have ¼" openings constructed from #24 gauge wire. Install hardware cloth in accordance with Standard Drawing No. 1606.01.

(C) Sediment Control Stone

Sediment Control Stone shall meet the requirements of Section 1005 of the *Standard Specifications*. Install stone in accordance with Standard Drawing No. 1606.01.

Construction Methods

The Contractor shall maintain the special sediment control fence until the project is accepted or until the fence is removed, and shall remove and dispose of silt accumulations at the fence when so directed in accordance with the requirements of Section 1630 of the *Standard Specifications*.

Measurement and Payment

Payment for all labor and materials necessary to complete the work of *Special Sediment Control Fence* will be included in the contract bid price for Lump Sum - *Roadway Construction*.

SAFETY FENCE:

Description

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

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

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

Materials

(A) Safety Fencing

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

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

(B) Boundary Flagging

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

Construction Methods

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

(A) Safety Fencing

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

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

Place construction stakes to establish the location of the safety fence in accordance with Article 105-9 or Article 801-1 of the Standard Specifications. No direct pay will be made for the staking of the safety fence. All stakeouts shall be considered incidental to Construction Surveying.

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

(B) Boundary Flagging

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

Installation for delineation of interior boundaries will be placed in accordance with Article 105-9 or Article 801-1 of the Standard Specifications. No direct pay will be

made for delineation of the interior boundaries. All delineation shall be considered incidental to Construction Surveying.

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

Installation for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall be performed in accordance with Sub Article 230-4(B)(3)(d) or Sub Article 802-2(F) of the Standard Specifications. No direct pay will be made for delineation of any jurisdictional boundaries at staging areas, waste sites, or borrow pits. All delineation shall be considered incidental to Borrow Material or Disposal of Waste and Debris.

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

Measurement and Payment

Payment for *Safety Fence* will be included in the contract bid price for Lump Sum - *Roadway Construction*. Such payment will be full compensation including but not limited to clearing and grading, furnishing and installing fence fabric with necessary posts and post bracing, staples, tie wires, tools, equipment and incidentals necessary to complete this work.

TEMPORARY ROCK SILT CHECK TYPE A WITH EXCELSIOR MATTING AND POLYACRYLAMIDE (PAM):

Description

Temporary Rock Silt Checks Type A with Excelsior Matting and Polyacrylamide (PAM) are devices utilized in temporary and permanent ditches to reduce runoff velocity and incorporate PAM into the construction runoff to increase settling of sediment particles and reduce turbidity of runoff. Temporary Rock Silt Checks Type A with Excelsior Matting and PAM are to be placed at locations shown on the plans or as directed. Installation shall follow the detail provided in the plans and as directed. Work includes furnishing materials, installation of Temporary Rock Silt Checks Type A, matting installation, PAM application, and removing Temporary Rock Silt Checks Type A with Excelsior Matting and PAM.

Materials

Structural stone shall be class B stone that meets the requirements of Section 1042 of the Standard Specifications for Stone for Erosion Control, Class B.

Sediment control stone shall be #5 or #57 stone, which meets the requirements of Section 1005 of the Standard Specifications for these stone sizes.

Matting shall meet the requirements of Excelsior Matting in section 1060-8(B) of the *Standard Specifications*, or shall meet specifications provided elsewhere in this contract.

Polyacrylamide (PAM) shall be applied in powder form and shall be anionic or neutrally charged. Soil samples shall be obtained in areas where the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM will be placed, and from offsite material used to construct the roadway, and analyzed for the appropriate PAM flocculant to be utilized with each Temporary Rock Silt Check Type A. The PAM product used shall be listed on the North Carolina Department of Environment and Natural Resources (NCDENR) Division of Water Quality (DWQ) web site as an approved PAM product for use in North Carolina.

Construction Methods

Temporary Rock Silt Checks Type A shall be installed in accordance with Section 1633-3(A) of the *Standard Specifications*, Roadway Standard Drawing No. 1633.01 and the detail provided in the plans.

Installation of matting shall be in accordance with the detail provided in the plans, and anchored by placing Class B stone on top of the matting at the upper and lower ends.

Apply PAM at a rate of 3.5 ounces over the center portion of the Temporary Rock Silt Checks Type A and matting where the water is going to flow over. PAM applications shall be done during construction activities and after every rainfall event that is equal to or exceeds 0.50 in.

The Contractor shall maintain the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM until the project is accepted or until the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM are removed, and shall remove and dispose of silt accumulations at the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM when so directed in accordance with the requirements of Section 1630 of the *Standard Specifications*.

Measurement and Payment

Payment for all labor and materials necessary to complete the work of *Temporary Rock Silt Check Type A with Excelsior Matting and Polyacrylamide (PAM)* will be included in the contract bid price for Lump Sum - *Roadway Construction*.

SPECIAL STILLING BASIN:

Description

This work consists of furnishing, placing, and removing special stilling basin(s) as directed. The special stilling basin can be used to filter pumped water during construction of drilled piers, footing excavation, and/or culvert construction. The special stilling basin can also be used for sediment storage at the outlet of temporary slope drain pipe(s).

Materials

Refer to Division 10

Item	Chapter 11 Section
Filter Fabric for Drainage, Type 2	1056
Sediment Control Stone	1005

The filter fabric and sediment control stone shall be clean and shall not contain debris.

The special stilling basin shall be a water permeable fabric bag that traps sand, silt, and fines as sediment-laden water is pumped into it, or as runoff flows into it through the temporary slope drain pipe(s).

The special stilling basin shall be a bag constructed to a minimum size of 10' x 15' made from a nonwoven fabric. It shall have a sewn-in 8" (maximum) spout for receiving pump discharge. The bag seams shall be sewn with a double needle machine using a high strength thread. The seams shall have a minimum wide width strength as follows:

Test Method	Chapter 12 Minimum Specifications
ASTM D-4884	60 lb/in

The fabric used to construct the bag shall be stabilized to provide resistance to ultra-violet degradation and meet the following specifications for flow rates, strength, and permeability:

Property	Test Method	Minimum Specifications
Weight	ASTM D-3776	8.0 oz/yd
Grab tensile	ASTM D-4632	200.0 lb
Puncture	ASTM D-4833	130.0 lb
Flow rate	ASTM D-4491	80.0 gal/min/sf
Permittivity	ASTM D-4491	1.2 1/sec
UV Resistance	ASTM D-4355	70.0%

Construction Methods

The Contractor shall install the special stilling basin(s), filter fabric, and stone in accordance with Standard Drawing No. 1630.06 and at locations on the plans and as directed. The special stilling basin(s) shall be placed on level ground.

The special stilling basin(s) shall be constructed such that it is portable and can be used adjacent to each drilled pier, footing and/or culvert, as required by the project commitments. If needed, temporary slope drain pipe(s) or pump discharge hoses will be attached to the special stilling basin(s) to divert runoff or pumped effluent directly into the special stilling basin(s). The special stilling basin may be cut to allow slope drain pipe to be inserted if needed and tied off tightly. The remaining sleeve or spout of the bag, if present, may be used to connect more than one special stilling basin in series as directed. If not used in this manner, the sleeve shall be tied off tightly to allow the bag to contain the effluent and force it

to filter through the sides of the special stilling basin. The special stilling basin(s) shall be placed so the incoming runoff or pumped effluent flows into and through it without causing erosion to adjacent slopes or streambanks. In areas of turbidity and water quality concern, the special stilling basin(s) shall be placed up grade and its runoff directed into a sediment control measure before being allowed to discharge into jurisdictional waters.

The special stilling basin(s) shall be replaced and disposed of when it is $\frac{3}{4}$ full of sediment or when it is impractical for the bag to filter the sediment out at a reasonable flow rate. Prior approval from the Engineer shall be received before removal and replacement.

The Contractor shall be responsible for providing a sufficient quantity of bags to contain silt from pumped effluent during construction of drilled piers, footing excavation, and/or culvert construction. A sufficient quantity of special stilling basins shall be provided to contain sediment from temporary slope drain runoff.

Measurement and Payment

Payment for all labor and materials necessary to complete the work of *Special Stilling Basin*, including furnishing all materials, placing and maintaining the special stilling basin(s), and removal and disposal of silt accumulations and bag, will be included in the contract bid price for Lump Sum - *Roadway Construction*.

TEMPORARY SILT FENCE:

(10-19-10)

Revise the *Standard Specifications* as follows:

Page 16-1, **Subarticle 1605-2(C) Filter Fabric**, replace the only sentence with the following:

Provide Type 3 Engineering Fabric meeting the requirements of Section 1056 of the *Standard Specifications*.

Page 16-2, **Article 1605-3 INSTALLATION**, replace the third sentence with the following:

Filter fabric may be used without woven wire fence backing in accordance with the following conditions:

Page 16-2, **Subarticle 1605-3(B)** Post spacing is inclined....., replace first item in list with the following:

- (1) Attach filter fabric to the post with wire or other acceptable methods.

NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

(5-17-11)

Z-3

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

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

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

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

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

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

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

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

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

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

Sericea Lespedeza
Oats (seeds)

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

Tall Fescue (all approved varieties)
Kobe Lespedeza
Korean Lespedeza
Weeping Lovegrass
Carpetgrass

Bermudagrass
Browntop Millet
German Millet – Strain R
Clover – Red/White/Crimson

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

Common or Sweet Sundangrass

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

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

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

Centipedegrass	Japanese Millet
Crownvetch	Reed Canary Grass
Pensacola Bahiagrass	Zoysia
Creeping Red Fescue	

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

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

STRUCTURE PROVISIONS

SUBMITTAL OF WORKING DRAWINGS

(1-27-2010)

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. The Bridge Management Unit will 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, Bridge Management Unit contacts are 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.

2.0 Addresses and Contacts

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

Via US mail:

Mr. Dan Holderman, P. E.
State Bridge Management Engineer
North Carolina Department
of Transportation
Bridge Management Unit
1565 Mail Service Center
Raleigh, NC 27699-1565

Via other delivery service:

Mr. Dan Holderman, P. E.
State Bridge Management Engineer
North Carolina Department
of Transportation
Bridge Management Unit
4809 Beryl Road
Raleigh, NC 27606

Submittals may also be made via email.

Send submittals to:

dholderman@ncdot.gov (Dan Holderman)

The status of the review of structure-related submittals sent to the Bridge Management 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: Dan Holderman
(919) 835 – 8217
(919) 733 – 2348 facsimile
dholderman@ncdot.gov

3.0 Submittal Copies

Furnish one complete copy of each submittal, including all attachments, to the Resident Engineer. At the same time, submit the number of hard copies shown below of the same complete submittal directly to the Bridge Management Unit.

The first table below covers "Structure Submittals". The Resident Engineer will receive review comments and drawing markups for these submittals from the Bridge Management 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 Bridge Management Unit.

Unless otherwise required, submit one set of supporting calculations to the Bridge Management Unit. Provide additional copies of any submittal as directed by the Engineer.

STRUCTURE SUBMITTALS

Submittal	Copies Required by Bridge Management Unit	Contract Reference Requiring Submittal ¹
Arch Culvert Falsework	5	Plan Note, SN Sheet & "Falsework and Formwork"
Box Culvert Falsework ⁷	5	Plan Note, SN Sheet & "Falsework and Formwork"
Cofferdams	6	Article 410-4
Evazote Joint Seals ⁶	9	"Evazote Joint Seals"
Expansion Joint Seals (hold down plate type with base angle)	9	"Expansion Joint Seals"

Expansion Joint Seals (modular)	2, then 9	“Modular Expansion Joint Seals”
Expansion Joint Seals (strip seals)	9	“Strip Seals”
Falsework & Forms ² (substructure)	8	Article 420-3 & “Falsework and Formwork”
Falsework & Forms (superstructure)	8	Article 420-3 & “Falsework and Formwork”
Girder Erection over Railroad	5	Railroad Provisions
Maintenance and Protection of Traffic Beneath Proposed Structure	8	“Maintenance and Protection of Traffic Beneath Proposed Structure at Station ____”
Metal Bridge Railing	8	Plan Note
Metal Stay-in-Place Forms	8	Article 420-3
Metalwork for Elastomeric Bearings ^{4,5}	7	Article 1072-10
Miscellaneous Metalwork ^{4,5}	7	Article 1072-10
Optional Disc Bearings ⁴	8	“Optional Disc Bearings”
Overhead Signs	13	Article 903-3(C) & Applicable Provisions
Pile Splicers	7	Subarticle 450-7(C) & “Piles”
Pile Points	7	Subarticle 450-7(D) & “Piles”
Placement of Equipment on Structures (cranes, etc.)	7	Article 420-20
Pot Bearings ⁴	8	“Pot Bearings”
Precast Concrete Box Culverts	2, then 1 reproducible	“Optional Precast Reinforced Concrete Box Culvert at Station ____”
Precast Retaining Wall Panels	10	Article 1077-2
Prestressed Concrete Cored Slab (detensioning sequences) ³	6	Article 1078-11
Prestressed Concrete Deck Panels	6 and 1 reproducible	Article 420-3
Prestressed Concrete Girder (strand elongation and detensioning sequences)	6	Articles 1078-8 and 1078- 11

Removal of Existing Structure over Railroad	5	Railroad Provisions
Revised Bridge Deck Plans (adaptation to prestressed deck panels)	2, then 1 reproducible	Article 420-3
Revised Bridge Deck Plans (adaptation to modular expansion joint seals)	2, then 1 reproducible	“Modular Expansion Joint Seals”
Sound Barrier Wall Casting Plans	10	Article 1077-2 & “Sound Barrier Wall”
Sound Barrier Wall Steel Fabrication Plans ⁵	7	Article 1072-10 & “Sound Barrier Wall”
Structural Steel ⁴	2, then 7	Article 1072-10
Temporary Detour Structures	10	Article 400-3 & “Construction, Maintenance and Removal of Temporary Structure at Station ____”
TFE Expansion Bearings ⁴	8	Article 1072-10

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 and subarticles 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 Bridge Management Unit.
5. The two sets of preliminary submittals required by Article 1072-10 of the *Standard Specifications* are not required for these items.
6. Submittals for Fabrication Drawings are not required. Submittals for Catalogue Cuts of Proposed Material are required. See Section 5.A of the referenced provision.
7. Submittals are necessary only when the top slab thickness is 18” or greater.

GEOTECHNICAL SUBMITTALS

Submittal ¹	Copies Required by Bridge Management Unit	Contract Reference Requiring Submittal ²
Crosshole Sonic Logging (CSL) Reports	1	"Crosshole Sonic Logging"
Drilled Pier Construction Sequence Plans	1	"Drilled Piers"
Pile Driving Analyzer (PDA) Reports	2	"Pile Driving Analyzer"
Pile Driving Equipment Data ³	1	Article 450-5 & "Piles"
Retaining Walls	8	Applicable Provisions
Contractor Designed Shoring	7	"Temporary Shoring", "Anchored Temporary Shoring" & "Temporary Soil Nail Walls"

FOOTNOTES

1. With the exception of "Pile Driving Equipment Data", electronic copies of geotechnical submittals are required. See referenced provision.
2. 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*.
3. Download Pile Driving Equipment Data Form from following link:
<http://www.ncdot.org/doh/preconstruct/highway/geotech/formdet/>
 Submit one hard copy of the completed form to the Resident Engineer. Submit a second copy of the completed form electronically, by facsimile or via US Mail or other delivery service to the Bridge Management Unit. Electronic submission is preferred. See second page of form for submittal instructions.

FALSEWORK AND FORMWORK**(4-1-11)****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.

2.0 MATERIALS

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

3.0 DESIGN REQUIREMENTS**A. Working Drawings**

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

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

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

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

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

1. Wind Loads

Table 2.2 of Article 2.2.5.1 is modified to include wind velocities up to 110 mph (177 km/hr). 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 (m) above ground	Pressure, lb/ft ² (kPa) for Indicated Wind Velocity, mph (km/hr)				
	70 (112.7)	80 (128.7)	90 (144.8)	100 (160.9)	110 (177.0)
0 to 30 (0 to 9.1)	15 (0.72)	20 (0.96)	25 (1.20)	30 (1.44)	35 (1.68)
30 to 50 (9.1 to 15.2)	20 (0.96)	25 (1.20)	30 (1.44)	35 (1.68)	40 (1.92)
50 to 100 (15.2 to 30.5)	25 (1.20)	30 (1.44)	35 (1.68)	40 (1.92)	45 (2.15)
over 100 (30.5)	30 (1.44)	35 (1.68)	40 (1.92)	45 (2.15)	50 (2.39)

2. Time of Removal

The following requirements replace those of Article 3.4.8.2.

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

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

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

COUNTY	25 YR (mph) (km/hr)	COUNTY	25 YR (mph) (km/hr)	COUNTY	25 YR (mph) (km/hr)
Alamance	70 (112.7)	Franklin	70 (112.7)	Pamlico	100 (160.9)
Alexander	70 (112.7)	Gaston	70 (112.7)	Pasquotank	100 (160.9)
Alleghany	70 (112.7)	Gates	90 (144.8)	Pender	100 (160.9)
Anson	70 (112.7)	Graham	80 (128.7)	Perquimans	100 (160.9)
Ashe	70 (112.7)	Granville	70 (112.7)	Person	70 (112.7)
Avery	70 (112.7)	Greene	80 (128.7)	Pitt	90 (144.8)
Beaufort	100 (160.9)	Guilford	70 (112.7)	Polk	80 (128.7)
Bertie	90 (144.8)	Halifax	80 (128.7)	Randolph	70 (112.7)
Bladen	90 (144.8)	Harnett	70 (112.7)	Richmond	70 (112.7)
Brunswick	100 (160.9)	Haywood	80 (128.7)	Robeson	80 (128.7)
Buncombe	80 (128.7)	Henderson	80 (128.7)	Rockingham	70 (112.7)
Burke	70 (112.7)	Hertford	90 (144.8)	Rowan	70 (112.7)
Cabarrus	70 (112.7)	Hoke	70 (112.7)	Rutherford	70 (112.7)
Caldwell	70 (112.7)	Hyde	110 (177.0)	Sampson	90 (144.8)
Camden	100 (160.9)	Iredell	70 (112.7)	Scotland	70 (112.7)
Carteret	110 (177.0)	Jackson	80 (128.7)	Stanley	70 (112.7)
Caswell	70 (112.7)	Johnston	80 (128.7)	Stokes	70 (112.7)
Catawba	70 (112.7)	Jones	100 (160.9)	Surry	70 (112.7)
Cherokee	80 (128.7)	Lee	70 (112.7)	Swain	80 (128.7)
Chatham	70 (112.7)	Lenoir	90 (144.8)	Transylvania	80 (128.7)
Chowan	90 (144.8)	Lincoln	70 (112.7)	Tyrell	100 (160.9)
Clay	80 (128.7)	Macon	80 (128.7)	Union	70 (112.7)
Cleveland	70 (112.7)	Madison	80 (128.7)	Vance	70 (112.7)
Columbus	90 (144.8)	Martin	90 (144.8)	Wake	70 (112.7)
Craven	100 (160.9)	McDowell	70 (112.7)	Warren	70 (112.7)
Cumberland	80 (128.7)	Mecklenburg	70 (112.7)	Washington	100 (160.9)
Currituck	100 (160.9)	Mitchell	70 (112.7)	Watauga	70 (112.7)
Dare	110 (177.0)	Montgomery	70 (112.7)	Wayne	80 (128.7)
Davidson	70 (112.7)	Moore	70 (112.7)	Wilkes	70 (112.7)
Davie	70 (112.7)	Nash	80 (128.7)	Wilson	80 (128.7)
Duplin	90 (144.8)	New Hanover	100 (160.9)	Yadkin	70 (112.7)
Durham	70 (112.7)	Northampton	80 (128.7)	Yancey	70 (112.7)
Edgecombe	80 (128.7)	Onslow	100 (160.9)		
Forsyth	70 (112.7)	Orange	70 (112.7)		

B. Review and Approval

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

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

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

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

4.0 CONSTRUCTION REQUIREMENTS

All requirements of Section 420 of the Standard Specifications apply.

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

Provide tell-tales attached to the forms and extending to the ground, or other means, for accurate measurement of falsework settlement. Make sure that the anticipated compressive settlement and/or deflection of falsework does not exceed 1 inch (25 mm). For cast-in-place concrete structures, make sure that the calculated deflection of falsework flexural members does not exceed 1/240 of their span regardless of whether or not the deflection is compensated by camber strips.

A. Maintenance and Inspection

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

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

B. Foundations

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

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

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

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

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

5.0 REMOVAL

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

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

6.0 METHOD OF MEASUREMENT

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

7.0 BASIS OF PAYMENT

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

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

- A. **Competent Person:** Provide the name and qualifications of the "Competent Person" responsible for crane safety and lifting operations. The named Competent person will have the responsibility and authority to stop any work activity due to safety concerns.
- B. **Riggers:** Provide the qualifications and experience of the persons responsible for rigging operations. Qualifications and experience should include, but not be limited to, weight calculations, center of gravity determinations, selection and inspection of sling and rigging equipment, and safe rigging practices.
- C. **Crane Inspections:** Inspection records for all cranes shall be current and readily accessible for review upon request.
- D. **Certifications:** 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.

STEEL PILES

Refer to Section 450 of the *Standard Specifications*.

(8-4-09)

GROUT FOR STRUCTURE**7-12-07****1.0 DESCRIPTION**

This special provision addresses grout for use in structures, including continuous flight auger (CFA) piles, micropiles, soil nail and anchored retaining walls and backfilling crosshole sonic logging (CSL) tubes or grout pockets, shear keys, dowel holes and recesses for cored slabs and box beams. This provision does not apply to grout placed in post-tensioning ducts for bridge beams, girders, or decks. Provide grout composed of portland cement, water and at the Contractor's option, fine aggregate and/or pozzolan. If necessary, use set controlling admixtures. Proportion, mix and place grout in accordance with the plans, the applicable section of the *Standard Specifications* or special provision for the application and this provision.

2.0 MATERIALS

Refer to Division 10 of the *Standard Specifications*:

Item	Article
Portland Cement	1024-1
Water	1024-4
Fine Aggregate	1014-1
Fly Ash	1024-5
Ground Granulated Blast Furnace Slag	1024-6
Admixtures	1024-3

At the Contractor's option, use an approved packaged grout in lieu of the materials above with the exception of the water. Contact the Materials and Tests (M&T) Unit for a list of approved packaged grouts. Consult the manufacturer to determine if the packaged grout selected is suitable for the application and meets the compressive strength and shrinkage requirements.

3.0 REQUIREMENTS

Unless required elsewhere in the Contract, provide non-metallic grout with minimum compressive strengths as follows:

Property	Requirement
Compressive Strength @ 3 days	2500 psi (17.2 MPa)
Compressive Strength @ 28 days	4500 psi (31.0 MPa)

For applications other than micropiles, soil nails and ground anchors, use non-shrink grout with shrinkage of less than 0.15%.

When using approved packaged grout, a grout mix design submittal is not required. Submit grout mix designs in terms of saturated surface dry weights on M&T Form 312U in accordance with the applicable section of the *Standard Specifications* or special provision for the structure. Use an approved testing laboratory to determine the grout mix proportions. Adjust proportions to compensate for surface moisture contained in the aggregates at the time of mixing. Changes in the saturated surface dry mix proportions will not be permitted unless a revised grout mix design submittal is accepted.

For each grout mix design, provide laboratory test results for compressive strength, density, flow and if applicable, aggregate gradation and shrinkage. Submit compressive strength for at least 3 cube and 2 cylinder specimens at the age of 3, 7, 14 and 28 days for a total of at least 20 specimens tested. Perform laboratory tests in accordance with the following:

Property	Test Method
Compressive Strength	AASHTO T106 and T22
Density	AASHTO T133
Flow for Sand Cement Grout	ASTM C939 (as modified below)
Flow for Neat Cement Grout (no fine aggregate)	Marsh Funnel and Cup API RP 13B-1, Section 2.2
Aggregate Gradation for Sand Cement Grout	AASHTO T27
Shrinkage for Non-shrink Grout	ASTM C1090

When testing grout for flow in accordance with ASTM C939, modify the flow cone outlet diameter from ½ to ¾ inch (13 to 19 mm).

When grout mix designs are submitted, the Engineer will review the mix designs and notify the Contractor as to their acceptability. Do not use grout mix designs until written acceptance has been received. Acceptance of grout mix designs or use of approved packaged grouts does not relieve the Contractor of responsibility to furnish a product that meets the Contract requirements.

Upon written request from the Contractor, a grout mix design accepted and used satisfactorily on a Department project may be accepted for use on other projects.

4.0 SAMPLING AND PLACEMENT

The Engineer will determine the locations to sample grout and the number and type of samples collected for field and laboratory testing. Use API RP 13B-1 for field testing grout flow and density of neat cement grout. 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.

Do not place grout if the grout temperature is less than 50°F (10°C) or more than 90°F (32°C) or if the air temperature measured at the location of the grouting operation in the shade away from artificial heat is below 40°F (4°C).

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. Place grout before the time between adding the mixing water and placing the grout exceeds that in the table below.

ELAPSED TIME FOR PLACING GROUT (with continuous agitation)		
Air or Grout Temperature Whichever is Higher	Maximum Elapsed Time	
	No Set Retarding Admixture Used	Set Retarding Admixture Used
90°F (32°C) or above	30 min.	1 hr. 15 min.
80°F (27°C) through 89°F (31°C)	45 min.	1 hr. 30 min.
79°F (26°C) or below	60 min.	1 hr. 45 min.

5.0 MISCELLANEOUS

Comply with Articles 1000-9 through 1000-12 of the *Standard Specifications* to the extent applicable for grout in lieu of concrete.

HIGH STRENGTH BOLTS

(5-25-10)

The 2006 Standard Specifications shall be revised as follows:

In Section **440-8(A) - General**, revise the third paragraph and insert a new paragraph four, respectively, as follows:

Make sure that plain bolts and washers have a thin coat of lubricant at the time of installation.

Use nuts that are pre-waxed by the producer/supplier prior to shipping to the project.

In Section **440-8(D) - Inspection** replace the first sub-paragraph under the third paragraph with the following:

At least once each working day, place 3 calibration sample bolts of the same grade, size, representative length, and conditions as those under inspection in a tension indicating calibration device. Furnish a tension indicating calibration device certified by an approved independent testing lab within 12 calendar months prior to testing the bolts under inspection. The calibration device should be in good working order and provide accuracy within plus or minus 10 percent for the range of

loads between 25,000 and 40,000 pounds. Place a washer under the part turned in tightening for each bolt if washers are so used in the structure. If no washer is used make sure that the material abutting the part turned is the same as that used in the structure.

PRESTRESSED CONCRETE MEMBERS

(10-12-10)

The 2006 Standard Specifications shall be revised as follows:

Section 1078-1 - General, add the following after the second paragraph:

The intent of this section is to require the producer to provide prestressed concrete members that meet the Specifications and exhibit characteristics that are not objectionable to the Department.

(A) Producer Qualification

Producers of precast, prestressed concrete members are required to establish proof of their competency and responsibility in accordance with the Precast/Prestressed Concrete Institute's (PCI) Plant Certification Program in order to perform work for the project. Certification of the manufacturing plant under the PCI program and submission of proof of certification to the State Materials Engineer is required prior to beginning fabrication. Maintain certification at all times while work is being performed for the Department. Submit proof of certification following each PCI audit to the State Materials Engineer for continued

qualification. These same requirements apply to producers subcontracting work from the producer directly employed by the Contractor.

Employ producers PCI certified in Product Group B, Bridge Products, and in one of the appropriate categories as listed below:

- B2 Prestressed Miscellaneous Bridge Products: Includes solid piles, sheet piles and bent caps.
- B3 Prestressed Straight-Strand Bridge Members: Includes all box beams, cored slabs, straight-strand girders and bulb-tees, bridge deck panels, hollow piles, prestressed culverts and straight strand segmental components.
- B4 Prestressed Deflected-Strand Bridge Members: Includes deflected strand girders and bulb-tees, haunched girders, deflected strand segmental superstructure components and other post-tensioned elements.

Categories for elements not listed above will be as required by the project special provision or plans.

(B) Working Drawing Submittals

Prior to casting girders, submit complete working drawings to the Engineer for approval. The drawings shall detail the exact location and description of all casting holes, attachments and inserts cast in the member for both temporary and permanent applications. The casting holes, attachments and inserts are in association with, but not limited to: fall protection, overhang falsework, metal stay-in-place forms, solar platforms, temporary girder bracing, transit, erection, lifting and handling. If the plan notes indicate that the structure contains the

necessary corrosion protection required for a Corrosive Site, epoxy coat, galvanize or metalize all metallic components except stainless steel and malleable iron components. Electroplating will not be allowed.

Section 1078-7 – Placing Strands, Ties, and Reinforcing Steel, replace the first paragraph with the following:

Position strands, ties, supports, reinforcing bars of the sizes shown on the plans and bearing plates in accordance with the detailed dimensions shown on the plans and effectively secure against displacement from their correct positions. The use of previously tensioned strands is not permitted. For prestressing strands, do not allow deflections or displacements of any kind between the end anchorages unless shown on the plans. Place the steel reinforcing in final position after tensioning of the strands. Bend all tie wires to the inside of the member so that the ends are farther from the edge than the material tied. Support bottom strands spacings not to exceed 20 feet by supports meeting the requirements of Article 1070-4 or by other approved means. Plastic supports may be used when approved.

Section 1078-7 – Placing Strands, Ties, and Reinforcing Steel, replace the third paragraph with the following:

Strand splices are only permitted at the end of a reel and when using a single strand jack. Ensure that the strand lengths to be spliced together have the same lay of wire to avoid unraveling and position the splice so that it does not fall within a member. Do not torch cut the ends of the spliced strand lengths. Cut by shears, abrasive grinders, or other means approved by the Engineer. No more than one strand splice per bed is allowed on an individual strand and the use of previously tensioned strands for splicing is not permitted.

Section 1078-8 – Tensioning Procedure, add the following to the beginning of the Section:

A producer quality control representative shall be present during strand tensioning.

Section 1078-9 – Placing Concrete, replace the entire Section with the following:

Place concrete in accordance with Article 1077-8 and the additional requirements of this article.

Upon completion of stressing strand, place concrete within a reasonable time to prevent contamination of the strands and reinforcing steel.

Place concrete for girders 54" or less in height, and concrete for all cored slabs and box beams, in 2 or more equal horizontal layers. Place concrete for girders over 54" in height in 3 horizontal layers. When placing concrete in 3 layers locate the top of the first layer approximately at the top of the bottom flange and locate the top of the second layer approximately at the top of the web. To prevent separation of surfaces between layers, do not allow the time between successive placements onto previously placed concrete to exceed 20 minutes, unless the previously placed concrete has not yet stiffened, as evidenced by the continuous effective use of vibration. Should shrinkage or settlement cracks occur, the Engineer reserves the right to require additional layers and/or vibration.

The requirement of the above paragraph may be waived with the permission of the Engineer if self consolidating concrete is used.

Internal or a combination of internal and external vibration is required as is necessary to produce uniformly dense concrete without honeycomb.

Place concrete in cold weather in accordance with the requirements of Article 420-9.

Place concrete in daylight unless an adequate lighting system meeting the approval of the Engineer is provided.

Do not exceed a temperature of 95°F in the freshly mixed concrete when placed in the forms.

Place the concrete in the bed in one continuous operation, finishing each member before proceeding to the next one. If the pour stops before the concrete in all the members in the bed is placed, start curing immediately. Do not place concrete in any remaining members in that bed setup once curing at elevated temperatures has begun.

When cored slabs and box beams are cast, employ an internal hold-down system to prevent the voids from moving. At least six weeks prior to casting cored slabs or box beams, submit to the Engineer for review and comment, detailed drawings of the proposed void material and hold-down system. In addition to structural details, indicate the location and spacing of the holds-downs. Submit the proposed method of concrete placement and of consolidating the concrete under the void.

Section 1078-11 – Transfer of Load, replace the first paragraph with the following:

A producer quality control representative or equivalent qualified personnel shall be present during removal of forms and during transfer of load.

Transfer load from the anchorages to the members when the concrete reaches the required compressive strength shown on the plans. Loosen and remove all formwork in one continuous operation as quickly as possible as soon as release strength is obtained. As soon as the forms are removed, and after the NCDOT Inspector has had a reasonable opportunity to inspect the member, transfer the load from the anchorages to the members as quickly as possible in one continuous operation using the approved detensioning sequence.

Section 1078-12 – Vertical Cracks in Prestressed Concrete Girders Prior to Detensioning, replace the entire Section with the following:

This Section addresses prestressed concrete members that have vertical casting cracks prior to strand detensioning. Certain types of these cracks have been determined by the Department to render the girders unacceptable.

Unacceptable cracked members are those with two or more vertical cracks spaced at a distance less than the member depth which extend into the bottom flange. Such members are not considered serviceable and will be rejected. Members with two or more vertical cracks spaced at a distance less than the member depth but do not extend into the bottom flange are

subject to an engineering assessment. Such members may not be considered serviceable and may be rejected.

Members with one or more vertical cracks that extend into the bottom flange and are spaced at a distance greater than the member depth are subject to an engineering assessment to determine their acceptability. If this engineering assessment is required, submit, at no additional cost to the Department, a proposal for repairing the member and a structural evaluation of the member prepared by a North Carolina Licensed Professional Engineer. In the structural evaluation, consider the stresses under full service loads had the member not cracked and the effects of localized loss of prestress at the crack as determined by methods acceptable to the Department.

All members, except those defined as unacceptable, which exhibit vertical cracks prior to detensioning, shall receive a 7 day water cure as directed by the Engineer. The water cure shall begin within 4 hours after detensioning the prestressing strands and shall be a minimum of 3'-0" beyond the region exhibiting vertical cracks.

The Department has the final determination regarding acceptability of any members in question.

Section 1078-13 – Prestressed Concrete Girder Web Splitting, replace the entire Section with the following:

After detensioning of certain girders with draped strands, cracks occasionally occur in the webs at the ends of the girders. If such cracks occur, employ a method to remedy this condition on all subsequent girders of the same type and strand pattern. If debonding of strands is used, satisfy the following criteria:

- (A) Do not debond the two straight strands in the top of the girder. Debond one half of the straight strands, as nearly as possible, in the bottom flange. As nearly as possible, debond one quarter of the straight strands in the bottom of girder 4 feet from each end of the girder and debond one quarter of the straight strands 2 feet from each end of the girder.
- (B) Use a debonding pattern that is symmetrical about the vertical axis of the girder.
- (C) Debond strands so that the center of gravity of the strands in the bottom of the girder remain within 1" of their original location at the end of the girder.
- (D) Debond strands by encasing the strand in a conduit meeting the approval of the Engineer. Conduit may be rigid one-piece or rigid two-piece split sheathing. Do not use flexible conduit or sheathing.

No separate payment is made for debonding strands as payment is included in the contract unit price bid for prestressed concrete girders.

Section 1078-14 – Handling, Transporting and Storing, replace the second paragraph with the following:

Store all prestressed members on solid, unyielding, storage blocks in a manner to prevent torsion or objectionable bending. In handling prestressed concrete girders 54" or less

in height, including cored slabs and box beams, maintain them in an upright position at all times and pick them up within 5 feet of the points of bearing and transport and store supported only within 3 feet of points of bearing. In handling prestressed concrete girders greater than 54" in height, maintain them in an upright position at all times and submit for approval the proposed method of lifting, transporting, and storing the girders. When requested, provide calculations to confirm girders are not overstressed by such operations.

Section 1078-15 – Final Finish, replace the entire Section with the following:

Finish prestressed concrete members that are intended for composite action with subsequently placed concrete or asphalt with a roughened surface for bonding. Make sure that no laitance remains on the surfaces to be bonded.

Rough float the tops of girders. Broom finish the top surface of the cored slab and box beam sections receiving an asphalt overlay. Rake the top surface of cored slab and box beam sections receiving a concrete overlay to a depth of 3/8". No surface finish is required for sides and bottom of the slab and beam sections except the exposed side of the exterior unit as noted below. Provide a resulting surface finish essentially the same color and surface finish as the surrounding concrete.

Provide a 3/4" chamfer along the bottom edges on ends and sides of all box beam and cored slab sections, top outside edges of exterior sections and acute corners of sections. Round the top edges on ends of all sections with a 1/4" finishing tool. Provide square corners along top edges on all sections along shear keys. Do not chamfer vertical edges at ends of sections.

Fill all voids in the diagonal face of the bottom flange of prestressed concrete girders and the outside face of exterior cored slabs and box beams with a sand-cement or other approved grout. Fill all voids in piles greater than 1/2" in diameter or depth as above. Provide a resulting surface finish essentially the same color and surface finish as the surrounding concrete. Repair voids greater than 1/4" in diameter or depth in other faces of these and other members except piles in a like manner. Where an excessive number of smaller voids exist in any member, the Engineer requires a similar repair.

Repair honeycomb, excessively large fins, and other projections as directed. Submit, at no additional cost to the Department, a proposal for repairing members with honeycomb, cracks, or spalls. Do not repair members containing honeycomb, cracks, or spalls until a repair procedure is approved and the member is inspected by the Engineer. Any appreciable impairment of structural adequacy that cannot be repaired to the satisfaction of the Engineer is cause for rejection.

Clean and fill holes caused by strand hold downs upon removal from the casting bed. Use patches of materials approved by the Engineer that develop strength at least equal to the minimum 28 day strength requirement for the concrete prior to approval of the member. Ensure that members are clean and surfaces have a uniform appearance.

Give the top surface of prestressed concrete panels a raked finish or other approved finish to provide an adequate bond with the cast-in-place concrete. As soon as the condition of the concrete permits, rake the top surface of the concrete making depressions of approximately 1/4". Take care when raking not to catch and pull the coarse aggregate.

Clean reinforcing bars exposed on the tops of girders and exterior cored slabs or box beams of mortar build up and excessive rust.

Apply epoxy protective coating to the ends of prestressed members as noted on the plans.

Section 1078-16 (A) – Alignment and Dimensional Tolerances, revise Table 1078-3 “Tolerances for Prestressed Cored Slabs” as follows:

Width - Differential of adjacent spans in the same structure	$\pm 1/2"$
--	------------

Section 1078-16 (B) – Alignment and Dimensional Tolerances, revise Table 1078-4 “Tolerances for Prestressed Girders” as follows:

Position of holes for diaphragm bolts (K)	$\pm 1/4"$
---	------------

Section 1078-16 (F) – Alignment and Dimensional Tolerances, revise Table 1078-8 “Tolerances for Box Beams” to be consistent with cored slab tolerances as follows:

Width - Any one span	Plan width + $1/8"$ per joint
Width – Differential of adjacent spans in the same structure	$1/2"$

Section 1078-16 – Identification of Members, revise Section number to the following:

Section 1078-17

Section 1078-17 – Quality Control, revise Section number to the following:

Section 1078-18

ADHESIVELY ANCHORED ANCHOR BOLTS OR DOWELS**(6-11-07)****1.0 GENERAL**

Installation and Testing of Adhesively anchored anchor bolts and dowels shall be in accordance with Section 420-13, 420-21 and 1081-1 of the Standard Specifications except as modified in this provision.

2.0 INSTALLATION

Installation of the adhesive anchors shall be in accordance with manufacturer's recommendations and shall occur when the concrete is above 40 degrees Fahrenheit and has reached its 28 day strength.

The anchors shall be installed before the adhesive's initial set ('gel time').

3.0 FIELD TESTING

Replace the third paragraph of Section 420-13 (C) with the following:

"In the presence of the Engineer, field test the anchor bolt or dowel in accordance with the test level shown on the plans and the following:

Level One Field testing: Test a minimum of 1 anchor but not less than 10% of all anchors to 50% of the yield load shown on the plans. If less than 60 anchors are to be installed, install and test the required number of anchors prior to installing the remaining anchors. If more than 60 anchors are to be installed, test the first 6 anchors prior to installing the remaining anchors, then test 10% of the number in excess of 60 anchors.

Level Two Field testing: Test a minimum of 2 anchors but not less than 10% of the all anchors to 80% of the yield load shown on the plans. If less than 60

anchors are to be installed, install and test the required number of anchors prior to installing the remaining anchors. If more than 60 anchors are to be installed, test the first 6 anchors prior to installing the remaining anchors, then test 10% of the number in excess of 60 anchors.

Testing should begin only after the Manufacturer's recommended cure time has been reached. For testing, apply and hold the test load for three minutes. If the jack experiences any drop in gage reading, the test must be restarted. For the anchor to be deemed satisfactory, the test load must be held for three minutes with no movement or drop in gage reading."

4.0 REMOVAL AND REPLACEMENT OF FAILED TEST SPECIMENS:

Remove all anchors and dowels that fail the field test without damage to the surrounding concrete. Redrill holes to remove adhesive bonding material residue and clean the hole in accordance with specifications. For reinstalling replacement anchors or dowels, follow the same procedures as new installations. Do not reuse failed anchors or dowels unless approved by the Engineer.

5.0 USAGE

The use of adhesive anchors for overhead installments is not permitted without written permission from the Engineer.

6.0 BASIS OF PAYMENT

No separate measurement or payment will be made for furnishing, installing, and testing anchor bolts/dowels. Payment at the contract unit prices for the various pay items will be full compensation for all materials, equipment, tools, labor, and incidentals necessary to complete the work.

CURING CONCRETE**(6-12-09)**

The 2006 Standard Specifications shall be revised as follows:

Replace the first paragraph of Section **420-15(A) – Curing Concrete – General** with the following:

Unless otherwise specified in the contract, use any of the following methods except for membrane curing compounds on bridge deck and approach slab, or on concrete which is to receive epoxy protective coating in accordance with 420-18. Advise the Engineer in advance of the proposed method. Have all material, equipment, and labor necessary to promptly apply the curing on the site before placing any concrete. Cure all patches in accordance with this article. Improperly cured concrete is considered defective.

Replace the third paragraph of Section **420-15(C) – Curing Concrete – Membrane Curing Compound Method** with the following:

Seal the surface with a single uniform coating of the specified type of curing compound applied at the rate of coverage recommended by the manufacturer or as directed, but not less than 1 gallon per 150 square feet of surface area.

DRILLED PIERS**(11-17-06)****1.0 GENERAL****A. Description**

This special provision governs the construction of Drilled Piers, also known as "Drilled Shafts" and "Caissons". Drilled piers are a reinforced concrete section, cast-in-place against in situ material or permanent steel casing. Drilled piers are a straight shaft type and vertical. Construct drilled piers in accordance with the details and dimensions shown on the plans and this provision.

B. Prequalification and Experience Requirements

Use a Drilled Pier Contractor prequalified by the Contractual Services Unit of the Department for drilled pier work (work code 3090).

Submit documentation that the Drilled Pier Contractor has successfully completed at least 5 drilled pier projects within the last 3 years with diameters, lengths and subsurface conditions similar to those anticipated for this project. Documentation should include the General Contractor and Owner's name and current contact information with descriptions of each past project. Also, submit documentation of experience with dry and wet placement of concrete and the use of temporary casing or slurry.

Provide a list of the Drilling Superintendent, Drill Rig Operators and Project Manager that will be assigned to this project. Submit documentation for these personnel verifying employment with the Drilled Pier Contractor and a minimum of 5 years experience in drilled pier construction with past projects of scope and complexity similar to that anticipated for this project. Documentation should include resumes, references, certifications, project lists, experience descriptions and details, etc. Perform work with the personnel submitted and accepted. If personnel changes are required during construction, suspend drilled pier construction until replacement personnel are submitted and accepted.

C. Construction Sequence Plan

Submit two hard copies and an electronic copy (pdf or jpeg format on CD or DVD) of a drilled pier construction sequence plan for all the drilled piers 30 days before beginning drilled pier construction. Provide detailed project specific information in this plan including:

1. Experience documentation in accordance with Section 1.0, Item B
2. List and size of equipment including: cranes, kelly bars, drill rigs, vibratory

hammers, augers, core barrels, cleanout buckets, airlifts and/or submersible pumps, tremies and/or concrete pumps, casing (diameters, thicknesses and lengths), desanding equipment (for slurry construction), etc.

3. Order of drilled pier construction
4. Casing installation and temporary casing removal methods including the order of telescoped casing removal
5. Drilled pier excavation and bottom cleaning methods
6. Reinforcement placement methods including how the cage will be supported and centered in the excavation
7. Concrete placement procedures including how the tremie or pump will be controlled and what type of discharge control will be used to prevent concrete contamination when the tremie or pump is initially placed in the excavation
8. Concrete mix design in accordance with Section 1000 of the Standard Specifications
9. Slurry details (if applicable) including intended purpose, product information, manufacturer's recommendations for use, slurry equipment information and written approval from the slurry supplier that the mixing water is acceptable
10. Procedures for handling drilling spoils and slurry overflow including environmental controls to prevent the loss of concrete, slurry and spoils
11. Methods of how the slurry level will be maintained above the highest piezometric head (if applicable)
12. Crosshole sonic logging (CSL) submittals (if applicable) in accordance with the Crosshole Sonic Logging Special Provision
13. Other information shown on the plans or requested by the Engineer

Do not begin drilled pier construction until the construction sequence plan is accepted. If alternate drilled pier construction procedures are proposed or necessary, a revised submittal may be required. If the work deviates from the accepted submittal without prior approval, the Engineer may suspend drilled pier construction until a revised drilled pier construction sequence plan is submitted and accepted.

D. Preconstruction Meeting

Conduct a drilled pier preconstruction meeting with the Project Manager, Drilling Superintendent, the Resident or Bridge Maintenance Engineer and/or his or her representatives, the Bridge Construction Engineer and the Geotechnical Operations Engineer to discuss construction and inspection of the drilled piers. This meeting

should occur after the Drilled Pier Contractor has mobilized to the site and the construction sequence plan has been reviewed and accepted.

E. Definition of Rock

For the purposes of this provision, "Rock" is defined as a continuous intact natural material in which the penetration rate with a rock auger is less than 2 in (50 mm) per 5 minutes of drilling at full crowd force. This definition excludes discontinuous loose natural materials such as boulders and man-made materials such as concrete, steel, timber, etc. This definition of rock is not for pay purposes; see Section 8.0 for method of measurement of "Drilled Piers Not in Soil".

F. Rock Socket

When required by a note on plans, provide a minimum penetration into rock as directed by the Engineer.

2.0 EXCAVATION

Perform the excavations required for the drilled piers to the dimensions and elevations shown on the plans or otherwise required by the Engineer, including any miscellaneous grading or excavation to install the pier.

Excavate with a drill rig of adequate capacity. Use a rig that is capable of drilling through soil and non-soil including rock, boulders, timbers, man-made objects and any other materials encountered. Blasting is not permitted to advance the excavation. Blasting for core removal is only permitted when approved by the Engineer.

Use a drill rig capable of drilling a minimum of 25% deeper than the deepest drilled pier shown on the plans. Use drilling tools equipped with vents designed to stabilize the hydrostatic pressure above and below the tool during extraction from the excavation. For drilled piers constructed with slurry, monitor the rate at which the drilling tools are inserted and extracted so as to minimize sidewall suction action in the excavation. Drilling below the tip elevations shown on the plans may be required to achieve adequate bearing.

A drilling log signed by the Drilled Pier Contractor that includes material descriptions and depths and drilling times and tools used for each material is required for each pier.

Dispose of drilling spoils in accordance with Section 802 of the Standard Specifications and as directed by the Engineer. Drilling spoils consist of all excavated material

including water removed from the excavation either by pumping or drilling tools. Construct drilled piers at the locations shown on the plans and within the tolerances specified herein. If tolerances are exceeded, the Engineer may require corrective measures to meet the tolerances specified. Construct the drilled piers such that the axis at the top of the piers is no more than 3 in (75 mm) in any direction from the position shown in the plans. Build drilled piers within 2% of the plumb deviation for the total length of

the piers. Verify the plumbness of the drilled pier excavations by an accurate procedure, such as an inclinometer on the kelly bar or other approved techniques. Unless a plan note

requires the construction joint to be moved below the ground line, construct the finished top of pier elevation between 1 in (25 mm) above and 3 in (75 mm) below the top of pier elevation shown on the plans.

When drilling from a barge, use a fixed template that maintains pier position and alignment during all excavation and concrete placement operations. Floating templates (attached to a barge) are not allowed.

Stabilize all drilled pier excavations with steel casing and/or slurry except, as approved by the Engineer, the portions of the excavations in rock as defined by Section 1.0, Item E. Stabilize excavations at all times from the beginning of drilling through concrete placement. When using multiple casings in a telescoped arrangement, overlap subsequent casings a minimum of 2 ft (600 mm). Provide casing or slurry in rock if unstable material is anticipated or encountered during drilling. When slurry is used, a partially excavated pier is subject to the time requirements in Section 2.0, Item C, Number 1. When slurry is not used, do not leave a drilled pier excavation open overnight unless it is cased to rock.

If a note on plans does not prohibit dewatering and the tip of the drilled pier excavation is in rock as defined by Section 1.0, Item E, dewater the excavation to the satisfaction of the Engineer. The minimum diameter of a drilled pier excavation in rock or an excavation constructed with slurry may be 2 in (50 mm) less than the design drilled pier diameter shown on the plans.

In order to remove a casing and substitute a larger diameter or longer casing through unstable or caving material, either backfill the excavation, stabilize the excavation with slurry before removing the casing to be replaced or insert the larger casing around the casing to be replaced before removal.

A. Permanent Steel Casing

Use permanent steel casings as directed by the Engineer and/or as required by a note on plans. Use permanent casings that are clean smooth non-corrugated watertight steel of ample strength to withstand handling and driving stresses and the pressures imposed by concrete, earth or backfill. Provide permanent steel casings conforming to ASTM A252, Grade 2 and the following minimum wall thickness requirements.

CASING WALL THICKNESS

Casing Diameter	Minimum Wall Thickness
Less than or equal to 48 in (1220 mm)	3/8 in (9 mm)
Greater than 48 in (1220 mm) and less than or equal to 78 in (1982 mm)	1/2 in (12 mm)
Greater than 78 in (1982 mm)	5/8 in (16 mm)

Provide permanent casings with an outside diameter not less than the specified size of the drilled pier. If approved by the Engineer, a permanent casing larger in diameter than the drilled pier design diameter is permitted. However, no payment will be made for any costs associated with larger permanent casings. Extend the permanent casings from the top of pier elevation or top of permanent casing elevation, if shown on the plans, to a depth no deeper than the permanent casing tip elevation shown on the plans or the revised permanent casing tip elevation approved by the Engineer. Do not extend permanent casings below the permanent casing tip elevation shown on the plans without prior approval from the Engineer. Additional drilled pier length and reinforcement may be required if permanent casings are extended below the permanent casing tip elevation shown on the plans. No payment will be made for the resulting additional drilled pier length, reinforcement and permanent casing unless the Engineer approves the revised permanent casing tip elevation. Install permanent casings in one continuous unit. If splices are necessary for the casing, use an approved method of splicing. Splices are considered incidental and no additional compensation will be made.

Remove any portion of the permanent steel casing that extends above the top of the drilled pier after the Drilled Pier Concrete has achieved a compressive strength of 4500 psi (31.0 MPa). The cost of casing removal will be considered incidental to the cost of the permanent steel casing.

B. Temporary Steel Casing

Provide temporary steel casing to stabilize drilled pier excavations, protect personnel and prevent caving or sloughing, that is clean smooth non-corrugated watertight steel of ample strength to withstand handling and driving stresses and the pressures imposed by concrete, earth or backfill. Use temporary steel casings with a minimum wall thickness of 3/8 in (9 mm) and an outside diameter not less than the specified size of the drilled pier.

Temporary steel casings that become bound or fouled during construction and cannot be practically removed may constitute a defect in the drilled pier. Improve defective piers to the satisfaction of the Engineer by removing the concrete and extending the pier deeper, providing a replacement drilled pier or other acceptable means. Complete all corrective measures including any additional design work to the satisfaction of the Engineer without additional compensation or an extension of the completion date of the project.

C. Slurry

When slurry use is not noted on the plans, slurry construction is an option. If slurry use is required or an option, polymer slurry use may either be required or prohibited as noted on the plans. If slurry use is required or an option and polymer slurry use is not noted on the plans, polymer slurry use is an option.

If polymer slurry is required or an option, use one of the following polymers listed in the table below:

PRODUCT	MANUFACTURER
SlurryPro CDP	KB Technologies Ltd. 3648 FM 1960 West, Suite 107 Houston, TX 77068 (800) 525-5237
Super Mud	PDS Company 105 West Sharp Street El Dorado, AR 71730 (800) 243-7455
Shore Pac GCV	CETCO Drilling Products Group 1500 West Shure Drive Arlington Heights, IL 60004 (800) 527-9948
Novagel Polymer	Geo-Tech Drilling Fluids 220 North Zapata Hwy, Suite 11A Laredo, TX 78043 (210) 587-4758

Use polymer slurry and associated additives in accordance with the manufacturer's guidelines and recommendations unless otherwise approved by the Engineer. The Drilled Pier Contractor should be aware that polymer slurry might not be appropriate for a given site. Polymer slurry should not be used for excavations in soft or loose soils as determined by the Engineer. When using polymer slurry, a representative of the manufacturer must be on-site to assist and guide the Contractor during the construction of the first three drilled piers unless otherwise approved by the Engineer. This representative must also be available for on-site assistance to the Contractor if problems are encountered during the construction of the remaining drilled piers as requested by the Engineer. The cost of all on-site assistance and representation will be considered incidental to the cost of the drilled piers.

If mineral slurry is required or an option, use mineral slurry composed of bentonite having a mineral grain size that remains in suspension and sufficient viscosity and gel characteristics to transport excavated material to a suitable screening system to minimize bottom sedimentation. Provide bentonite slurry to maintain the stability of the excavation and allow for proper concrete placement. The Drilled Pier

Contractor should be aware that salt water with salt concentrations in excess of 500 ppm may adversely affect bentonite slurry.

When slurry is used and permanent steel casing is not required, use temporary casing a minimum of 10 ft (3 m) long at the top of the excavation. Maintain the top of the temporary casing a minimum of 1 ft (300 mm) above the ground surface surrounding the casing.

Maintain the slurry in the pier excavation at a level not less than 5 ft (1.5 m) or the drilled pier diameter (whichever is greater) above the highest piezometric head along the depth of the pier. It is anticipated that the highest piezometric head is the

static water or groundwater elevation (elevation head). However, the Drilled Pier Contractor is responsible for determining the highest piezometric head. The use of steel casing to maintain the required slurry level is permitted; however, no payment will be made for casing that is used for this purpose. If the slurry level in the excavation suddenly changes or cannot be practically maintained, or the slurry construction method does not produce the desired result, stop the pier construction until an alternate construction procedure is accepted by the Engineer.

Thoroughly premix the slurry with water in tanks before introducing the slurry into the excavation. Submit written approval from the slurry supplier that the mixing water is acceptable. Allow bentonite slurry to hydrate 24 hours in tanks before use. Slurry tanks of adequate capacity are required for slurry circulation, storage and treatment. Excavated slurry pits are not allowed in lieu of slurry tanks without prior approval from the Engineer. Take all steps necessary to prevent the slurry from "setting up" in the excavation. Such methods include, but are not limited to agitation, circulation and/or adjusting the properties of the slurry. Perform desanding operations as necessary to achieve the acceptable sand contents before placing reinforcing steel.

1. Time

Adjust the excavation operations so that the maximum time the slurry is in contact with the sidewalls of the uncased portions of the drilled pier excavation (from time of drilling to concrete placement) does not exceed 36 hours. Do not work on more than two drilled piers per drill rig below the steel casing at any time.

Agitate bentonite slurry in the drilled pier excavations a minimum of every 4 hours. If the bentonite slurry is not agitated a minimum of every 4 hours or the 36 hour time limit is exceeded, the Engineer may require the excavation to be overreamed beneath the steel casing a minimum of 1 in (25 mm) and a maximum of 3 in (75 mm) before performing any other operations in the excavation. Overream with a grooving tool, overreaming bucket or other approved equipment at a minimum spacing of 12 in (300 mm). All costs associated with both overreaming and the resulting additional concrete placement will be considered incidental to the cost of the drilled piers.

If concrete placement is not completed within three days of beginning drilling, enlarge the design drilled pier diameter by a minimum of 6 in (150 mm), or as required by the Engineer, the entire length of the pier at no additional cost to the Department. Enlarging the drilled pier includes replacing the steel casing with steel casing the same size to which the drilled pier is enlarged at no additional cost to the Department.

2. Sampling

Collect all slurry samples using an approved sampling tool. Test slurry samples to determine density, viscosity, pH and sand content to establish an acceptable working pattern during slurry use. Test a minimum of 4 samples during each 8 hours of slurry use for each drilled pier. Take the first sample for the first 8 hours from the slurry tank before introducing slurry into the excavation. Collect the remaining samples from the bottom of the pier excavation. When the test results are acceptable and consistent, a decrease in the testing frequency to one sample per 4 hours of slurry use is permitted.

Before placing reinforcing steel in the drilled pier excavation, extract slurry samples from the bottom of each excavation and at intervals not exceeding 10 ft (3 m) up the excavation, until two consecutive samples produce acceptable values for density, viscosity, pH and sand content.

3. Testing

Have qualified personnel conduct slurry tests to determine density, viscosity, pH and sand content. The following tables show the acceptable range of values for the slurry properties:

BENTONITE SLURRY Sodium Montmorillonite (Commercial Bentonite) Acceptable Range of Values			
Property (units)	At Time of Slurry Introduction	In Excavation Immediately Before Concrete Placement	Test Method
Density, pcf (kg/m ³)	64.3 – 69.1 (1030- 1107)	64.3 – 75.0 (1030- 1201)	Mud Weight (Density) API 13B-1 Section 1
Viscosity, sec./quart (sec./0.95 liters)	28 – 45	28 – 45	Marsh Funnel and Cup API 13B-1 Section 2.2
pH	8 – 11	8 – 11	pH Paper or Glass Electrode pH Meter
Sand Content (percent)	Less than or equal to 4	Less than or equal to 2	Sand API 13B-1 Section 5
Notes:			
1. Perform tests when the slurry temperature is above 40°F (4.4°C).			
2. Increase density by 2 pcf (32 kg/m ³) in saltwater.			

SLURRYPRO CDP KB Technologies Ltd. Acceptable Range of Values			
Property (units)	At Time of Slurry Introduction	In Excavation Immediately Before Concrete Placement	Test Method
Density, pcf (kg/m ³)	Less than or equal to 67 (1073)	Less than or equal to 64 (1025)	Mud Weight (Density) API 13B-1 Section 1
Viscosity, sec./quart (sec./0.95 liters)	50 – 120	Less than or equal to 70	Marsh Funnel and Cup API 13B-1 Section 2.2
pH	6 – 11.5	6 – 11.5	pH Paper or Glass Electrode pH Meter
Sand Content (percent)	Less than or equal to 0.5	Less than or equal to 0.5	Sand API 13B-1 Section 5
Notes: 1. Perform tests when the slurry temperature is above 40°F (4.4°C). 2. Increase density by 2 pcf (32 kg/m ³) in saltwater.			

SUPER MUD PDS Company Acceptable Range of Values			
Property (units)	At Time of Slurry Introduction	In Excavation Immediately Before Concrete Placement	Test Method
Density, pcf (kg/m ³)	Less than or equal to 64 (1025)	Less than or equal to 64 (1025)	Mud Weight (Density) API 13B-1 Section 1
Viscosity, sec./quart (sec./0.95 liters)	32 – 60	Less than or equal to 60	Marsh Funnel and Cup API 13B-1 Section 2.2
pH	8 – 10	8 – 10	pH Paper or Glass Electrode pH Meter
Sand Content (percent)	Less than or equal to 0.5	Less than or equal to 0.5	Sand API 13B-1 Section 5
Notes: 1. Perform tests when the slurry temperature is above 40°F (4.4°C). 2. Increase density by 2 pcf (32 kg/m ³) in saltwater.			

SHORE PAC GCV
CETCO Drilling Products Group
Acceptable Range of Values

Property (units)	At Time of Slurry Introduction	In Excavation Immediately Before Concrete Placement	Test Method
Density, pcf (kg/m ³)	Less than or equal to 64 (1025)	Less than or equal to 64 (1025)	Mud Weight (Density) API 13B-1 Section 1
Viscosity, sec./quart (sec./0.95 liters)	33 – 74	Less than or equal to 57	Marsh Funnel and Cup API 13B-1 Section 2.2
pH	8 – 11	8 – 11	pH Paper or Glass Electrode pH Meter
Sand Content (percent)	Less than or equal to 0.5	Less than or equal to 0.5	Sand API 13B-1 Section 5

Notes:

1. Perform tests when the slurry temperature is above 40°F (4.4°C).
2. Increase density by 2 pcf (32 kg/m³) in saltwater.

NOVAGEL POLYMER
Geo-Tech Drilling Fluids
Acceptable Range of Values

Property (units)	At Time of Slurry Introduction	In Excavation Immediately Before Concrete Placement	Test Method
Density, pcf (kg/m ³)	Less than or equal to 67 (1073)	Less than or equal to 64 (1025)	Mud Weight (Density) API 13B-1 Section 1
Viscosity, sec./quart (sec./0.95 liters)	45 – 104	Less than or equal to 104	Marsh Funnel and Cup API 13B-1 Section 2.2
pH	6.5 – 11.5	6.5 – 11.5	pH Paper or Glass Electrode pH Meter
Sand Content (percent)	Less than or equal to 0.5	Less than or equal to 0.5	Sand API 13B-1 Section 5

Notes:

1. Perform tests when the slurry temperature is above 40°F (4.4°C).
2. Increase density by 2 pcf (32 kg/m³) in saltwater.

When any slurry samples are found to be unacceptable, take whatever action is necessary to bring the slurry within specification requirements. Do not place reinforcement steel until resampling and testing produce acceptable results.

Sign and submit reports of all slurry tests required above to the Engineer upon completion of each drilled pier. The Department reserves the right to perform comparison slurry tests at any time.

4. Slurry Disposal

Comply with all applicable local, state and federal regulations, as well as with the environmental permits of the project when disposing of excavated materials contaminated with slurry. Keep all excavated materials, spoils from the desanding unit and slurry out of the water and contain them at all times. The cost of the containment, removal and disposal of excavated materials contaminated with slurry, as well as the slurry itself, is incidental to the cost of the drilled piers.

3.0 CLEANING

Excavate the bottom of the drilled pier to a level plane or stepped with a maximum step height of 12 in (300 mm). Clean the bottom of the excavation of loose material using a technique accepted in the construction sequence plan. When the drilled pier excavation is not hand cleaned, clean the bottom of the excavation with a cleanout bucket and an airlift or submersible pump.

4.0 INSPECTION METHODS AND REQUIREMENTS

After the drilled pier excavation is complete and immediately before placing reinforcing steel and concrete, demonstrate the proper condition of the drilled pier excavation to the Engineer. Provide bosun chairs, gas meters, safety equipment, lights, mirrors, weighted tape measures, steel probes, personnel and all assistance required for the Engineer to inspect the drilled pier excavations.

A. Bearing Capacity

If the required end bearing capacity is not satisfied, increase the drilled pier length as directed by the Engineer. Payment for the additional drilled pier length to achieve adequate bearing will be made per the drilled pier pay items.

One or more of the following tests may be used to verify the conditions and continuity of the bearing material before placing reinforcing steel.

1. Visual Inspection

The end bearing of the drilled pier excavation may be inspected either by entering the excavation or visually from the top of the excavation.

2. Test Hole

If the tip of the drilled pier excavation is in rock as defined by Section 1.0, Item E, drill a 1-1/2 in (38 mm) diameter test hole in each drilled pier to a depth at least 6 ft (1.8 m) below the tip elevation.

3. Standard Penetration Test (SPT)

When noted on the plans that a SPT is required, drive a split barrel sampler a minimum of 18 in (450 mm) below the drilled pier tip elevation or to refusal in accordance with ASTM D1586, "Penetration Test and Split-Barrel Sampling of Soils". Complete the SPT using NW rods through casing or another stabilizing method as approved by the Engineer. Extend the SPT rods from the top of the drilled pier excavation to the drilled pier tip elevation. Firmly support the SPT casing at the top of the drilled pier excavation and rest it on the bottom of the excavation. Conduct the SPT a minimum of 12 in (300 mm) away from the sidewalls of the excavation and be sure not to scrape the sidewalls of the

excavation while inserting or withdrawing the SPT equipment. Have the SPT device on-site before reaching the drilled pier tip elevation. Report the number of blows for each 6 in (150 mm) increment driven and a description of the recovered soil sample to the Engineer. The Engineer determines the number of blows required for bearing.

B. Bottom Cleanliness

The pier excavation bottom is considered clean if a minimum of 50% of the bottom area has less than 1/2 in (13 mm) of sediment and no portion of the bottom area has more than 1-1/2 in (38 mm) of sediment as determined by the Engineer.

One or more of the following inspection procedures may be used to inspect the cleanliness of the pier excavation bottom before placing the reinforcing steel and concrete.

1. Visual Inspection

The cleanliness of the drilled pier excavation bottom may be observed either by entering the excavation or from the top of the excavation.

2. Steel Probe

If the excavation is not dewatered or if the Engineer requires it, lower a steel probe to the bottom of the drilled pier excavation to ensure that cleaning has been satisfactorily completed. Supply a steel probe that is 2 ft (0.6 m) long with a flat tip on the sounding end, weighs approximately 9 lbs, #10 rebar (4 kg, #32 rebar), and is suspended from the opposite end with a non-stretch cable.

3. Shaft Inspection Device (SID)

The Department may use the SID to take sediment measurements and observe the bottom conditions of the drilled pier excavation at a minimum of five locations selected by the Engineer. The SID is a remotely operated camera capable of observing bottom conditions and measuring sediment underwater and slurry. Each SID inspection (including all 5 locations) takes approximately 1 hour after the equipment has been set up. The Engineer provides the SID and the personnel to operate the device. Notify the Engineer a minimum of 2 days before beginning the drilled pier excavation so the Engineer can arrange for the transportation of the SID to the site and the personnel to perform the inspections. SID inspections are required until the cleanliness of the drilled pier excavation bottom is acceptable in accordance with Section 4.0, Item B of this provision. Do not conduct operations that interfere with the SID inspections. Remove all cleaning and drilling equipment from the drilled pier excavation during any SID inspection. Provide a working area large enough for the SID equipment and within reach of the cabling supplied and clear sight distance of the drilled pier excavation. Assist the Engineer in the transportation and handling of the SID and all the associated equipment and in supporting the

electric hoist and/or hoisting tripod for the SID. If required, provide a safe and secure location to park the trailer for the SID while it is unattended on the project site. If any of the SID equipment is damaged due to the Contractor's negligence, then replace the equipment at no additional cost to the Department. Provide replacement equipment that exactly matches the damaged equipment as directed by the Engineer. All costs involved with the initial SID inspection of each drilled pier excavation will be made per the SID pay item. No additional payment will be made for subsequent or repeated SID inspections of the same drilled pier excavation. No claims for either lost time or actual expense of any SID inspections that do not find the cleanliness of the drilled pier excavation bottom in compliance with this provision will be paid.

5.0 REINFORCING STEEL

Reinforcing steel shall conform to Section 1070 of the Standard Specifications. Completely assemble a cage of reinforcing steel, consisting of longitudinal and spiral bars and place it in the drilled pier excavation as a unit immediately after the proper condition of the excavation is demonstrated to the Engineer. When concrete placement does not follow immediately after cage placement, remove the steel from the pier excavation unless the Engineer directs otherwise. If the cage is removed, recheck pier excavation cleanliness in accordance with this provision before reinstalling the cage.

If the drilled pier excavation is cased down to rock, immediate placement of the reinforcing steel and the concrete is not required. If electing to delay placement of the reinforcing steel and concrete due to the presence of rock, recheck the excavation for proper cleanliness immediately before placing reinforcing steel.

A. Construction, Placement, Support and Alignment

If it is determined in the field that the drilled pier must be longer, adequate reinforcement may be required in the extended length as directed by the Engineer. Lift the cage so racking and cage distortion does not occur. Keep the cage plumb during concrete operations and casing extraction. Check the position of the cage before and after placing the concrete. Position the splice length of the drilled pier cage so that the column or footing has the minimum concrete cover shown on the plans.

Securely cross-tie the vertical and spiral reinforcement at each intersection with double wire. Support or hold down the cage so that the vertical displacement during concrete placement and casing extraction does not exceed 6 in (150 mm).

B. Bolsters and Spacers

Set the rebar cage directly on the bottom of the drilled pier excavation with plastic bolsters under each vertical reinforcing bar. Ensure that spacers are tall enough to raise the rebar cage off the bottom of the drilled pier excavation a minimum of 3 in (75 mm). If approved by the Engineer, the rebar cage may be hung in the

excavation provided the mechanisms supporting the cage are left in place until the Drilled Pier Concrete strength has achieved 3000 psi (20.7 MPa).

In order to ensure the minimum required concrete cover and achieve concentric spacing of the cage within the pier, attach plastic spacer wheels at five points around the cage perimeter. Use spacer wheels that provide a minimum of 4 in (100 mm) "blocking" from the outside face of the spiral bars to the outermost surface of the drilled pier except in rock as defined by Section 1.0, Item E and when using slurry construction. Use spacer wheels for slurry construction or in rock that provide a minimum of 2 in (50 mm) "blocking". Tie spacer wheels that snap together with wire and allow them to rotate. Use spacer wheels that span at least two adjacent vertical bars. Start placing spacer wheels at the bottom of the cage and continue up along its length at maximum 10 ft (3 m) intervals.

6.0 CONCRETE

Drilled Pier Concrete shall conform to Section 1000 of the Standard Specifications. Begin concrete placement immediately after inserting reinforcing steel into the drilled pier excavation.

A. Concrete Mix

As an option, use Type IP blended cement with a minimum cement content of 665 lbs/yd³ (395 kg/m³) and a maximum cement content of 833 lbs/yd³ (494 kg/m³). Use No. 78M coarse aggregate in the mix.

Use an approved water-reducer, water-reducing retarder, high-range water-reducer or high-range water-reducing retarder to facilitate placement of the concrete if necessary. Do not use a stabilizing admixture as a retarder in Drilled Pier Concrete without approval of the Engineer. Use admixtures that satisfy AASHTO M194 and add them at the concrete plant when the mixing water is introduced into the concrete. Redosing of admixtures is not permitted.

B. Concrete Placement

Place concrete such that the drilled pier is a monolithic structure. Vibration is only permitted, if needed, in the top 10 ft (3 m) of the drilled pier. Remove any contaminated concrete from the top of the drilled pier at the time of concrete placement. Contain and remove all wasted concrete that spills over the casing.

Do not twist, move or otherwise disturb temporary casings until the concrete depth in the casing is in excess of 10 ft (3 m) above the bottom of the casing being disturbed. If the head is greater than 30 ft (9 m), the Engineer may require a concrete depth greater than 10 ft (3 m). The head is defined as the difference between the highest piezometric head along the depth of the pier and the static water elevation inside the excavation. If the Engineer requires a concrete depth greater than 10 ft (3 m), the Drilled Pier Contractor may choose to either place concrete

with this required concrete depth or place concrete with the wet method and a minimum concrete depth of 10 ft (3 m).

Maintain the required concrete depth above the bottom of the innermost casing during casing removal, except when the concrete level is at or above the top of drilled pier elevation. Sustain a sufficient concrete depth above the bottom of casing to overcome outside soil and water pressure. As the casing is withdrawn, exercise care in maintaining an adequate concrete depth within the casing so that fluid trapped behind the casing is displaced upward and discharged at the ground surface without contaminating or displacing the Drilled Pier Concrete. Exerting downward pressure, hammering and/or vibrating the temporary casing is permitted to facilitate removal.

Use the water inflow rate to determine the concrete placement procedure after any pumps have been removed from the excavation. If the inflow rate is less than 6 in (150 mm) per half hour, the concrete placement is considered dry. If the water inflow rate is greater than 6 in (150 mm) per half hour, the concrete placement is considered wet.

Keep a record of the volume of concrete placed in each drilled pier excavation and make it available to the Engineer. For drilled piers constructed with slurry or as directed by the Engineer, record a graphical plot of the depth versus theoretical concrete volume and actual measured concrete volume for each drilled pier and provide it to the Engineer when finished placing concrete.

1. Dry Placement

Before concrete placement, make certain the drilled pier excavation is dry so the flow of concrete around the reinforcing steel can be verified by visual inspection. If the concrete free fall does not exceed 60 ft (18.3 m), placing the concrete by a central drop method where the concrete is chuted directly down the center of the excavation is permitted.

For drilled piers exceeding 60 ft (18.3 m) in length, use a tremie or a pump to place concrete unless otherwise approved by the Engineer. Support the tremie or pump pipe so that the concrete free fall is less than 60 ft (18.3 m) at all times.

2. Wet Placement

Maintain a static water or slurry level in the excavation before placing concrete underwater. When temporary casing is used as the method to stabilize the excavation, place concrete with a sectional tremie or pump (no continuous tremie).

Once the concrete in the excavation reaches the same elevation as the static water level, placing concrete with the dry method is permitted. Before changing to the dry method of concrete placement, remove the water above the concrete

and clean the concrete surface of all scum and sediment to expose clean, uncontaminated concrete.

3. Pump and Tremie

Pump concrete in accordance with Article 420-5 of the Standard Specifications. Use a steel tremie with watertight joints and a minimum diameter of 10 in (250 mm). Use a discharge control to prevent concrete contamination when the tremie tube or pump pipe is initially placed in the excavation. Extend the tremie tube or pump pipe into the concrete a minimum of 5 ft (1.5 m) at all times except when the concrete is initially introduced into the pier excavation. If the tremie tube or pump pipe pulls out of the concrete for any reason after the initial concrete is placed, restart concrete placement with a steel capped tremie tube or pump pipe.

4. Placement Time

Place concrete within the time frames specified in Table 1000-2 of the Standard Specifications for Class AA concrete. Do not place concrete so fast as to trap air, slurry, water, fluids, soil or any other deleterious materials in the vicinity of the reinforcing steel and the annular zone between the rebar cage and the excavation walls.

7.0 SCHEDULING AND RESTRICTIONS

If caving or sloughing occurs, compensation will not be provided for additional concrete to fill the resulting voids.

For the first 16 hours after a drilled pier has achieved its initial concrete set (as determined by the Engineer), do not drill adjacent piers, do not install adjacent piles, and do not allow any equipment wheel loads or "excessive" vibrations within 20 ft (6 m) of the drilled pier.

In the event that the procedures described herein are performed unsatisfactorily, the Engineer may suspend drilled pier construction in accordance with Article 108-7 of the Standard Specifications. If the integrity of the drilled pier is in question, the Engineer reserves the right to reject the drilled piers and require remediation. Remedial measures are proposed by the Contractor and require approval of the Engineer. No compensation will be paid for losses or damage due to remedial work or any investigation of drilled piers found defective or not in accordance with this provision or the plans.

8.0 MEASUREMENT AND PAYMENT

A. Method of Measurement

1. Drilled Piers in Soil

The quantity of "Drilled Piers in Soil" to be paid for will be the linear feet (meters) of the drilled piers exclusive of the linear feet (meters) of "Drilled Piers Not in Soil" computed from elevations and dimensions as shown on the plans or from revised dimensions authorized by the Engineer. Drilled piers through air or water will be paid for as "Drilled Piers in Soil".

2. Drilled Piers Not in Soil

The quantity of "Drilled Piers Not in Soil" to be paid for will be the linear feet (meters) of drilled piers excavated in non-soil as determined by the Engineer. Non-soil is defined as material that can not be cut with a rock auger and requires excavation by coring, air tools, hand removal or other acceptable methods. Top of non-soil elevation is that elevation where the rock auger penetration rate is less than 2 in (50 mm) per 5 minutes of drilling at full crowd force and coring, air tools, etc. are used to advance the excavation. For pay purposes, after non-soil is encountered, earth seams, rock fragments and voids in the excavation less than 3 ft (0.9 m) in total length will be considered "Drilled Piers Not in Soil". If the non-soil is discontinuous, payment will revert to "Drilled Piers in Soil" at the elevation where non-soil is no longer encountered.

3. Permanent Steel Casing

The quantity of "Permanent Steel Casing" to be paid for will be the linear feet (meters) of permanent steel casing as directed or required to be used. The length to be paid for will be measured along the permanent casing from the

top of the casing elevation or top of the pier elevation, whichever is lower, to the permanent casing tip elevation. The Department will also pay for up to an additional 3 ft (1 m) of permanent casing cut off if the casing can not be installed to the permanent casing tip elevation shown on the plans. Permanent casing will be paid for only when permanent casing is authorized or when the Engineer directs the Contractor to leave a casing in place such that it becomes a permanent part of the pier. No payment will be made for temporary steel casings that become bound or fouled during pier construction and cannot be practically removed.

4. Shaft Inspection Device (SID)

The quantity of "SID Inspection" to be paid for will be per drilled pier as noted on the plans and/or directed by the Engineer. SID inspections are performed until the bottom cleanliness of the drilled pier excavation is acceptable by this provision; however, payment will only be made for the initial SID inspection of each drilled pier excavation.

5. Standard Penetration Test (SPT)

The quantity of "SPT Testing" to be paid for will be the actual number of SPT tests performed as noted on the plans and/or directed by the Engineer.

B. Basis of Payment

1. Drilled Piers in Soil

Payment will be made at the contract unit price per linear foot (meter) for "____ Dia. Drilled Piers in Soil". Such payment will include, but is not limited to, furnishing all labor, tools, equipment, materials including concrete complete and in place and all incidentals necessary to excavate the drilled piers and complete the work as described in this provision. No additional payment will be made for slurry use. No additional payment will be made for any miscellaneous grading or excavation to install the drilled pier. "Reinforcing Steel" and "Spiral Column Reinforcing Steel" will be paid for separately and will not be part of the unit bid price for "Drilled Piers in Soil".

2. Drilled Piers Not in Soil

Payment will be made at the contract unit price per linear foot (meter) for "____ Dia. Drilled Piers Not in Soil". Such payment will include, but is not limited to, furnishing all labor, tools, equipment, materials including concrete complete and in place and all incidentals necessary to excavate the drilled piers and complete

the work as described in this provision. No additional payment will be made for slurry use. No additional payment will be made for any miscellaneous grading or excavation to install the drilled pier. "Reinforcing Steel" and "Spiral Column Reinforcing Steel" will be paid for separately and will not be part of the unit bid price for "Drilled Piers Not in Soil".

3. Permanent Steel Casing

Payment will be made at the contract unit price per linear foot (meter) for "Permanent Steel Casing for ____ Dia. Drilled Pier". Such payment will include, but is not limited to, furnishing all material, labor, tools, equipment and all incidentals necessary to install the casing in the pier excavation.

4. Shaft Inspection Device (SID)

Payment for SID will be at the contract unit price per each for "SID Inspection". Such payment will include, but is not limited to, furnishing all materials, labor, tools, equipment and all incidentals necessary to complete the SID inspection as described in this provision.

5. Standard Penetration Test (SPT)

Payment for SPT will be at the contract unit price per each for "SPT Testing". Such payment will include, but is not limited to, furnishing all materials, labor, tools, equipment and all incidentals necessary to complete the SPT at each test location.

CROSSHOLE SONIC LOGGING

(11-17-06)

1.0 GENERAL

Use the non-destructive testing method crosshole sonic logging (CSL) to verify the integrity of the drilled pier and quality of concrete. The CSL test method is described in ASTM D6760, "Integrity Testing of Concrete Deep Foundations by Ultrasonic Crosshole Testing". The Engineer will determine the number of CSL tests and which drilled piers will be CSL tested. Drilled piers are referred to as piers in this special provision.

The CSL test measures the time for an ultrasonic pulse to travel from a signal source in one tube to a receiver in another tube. In uniform, good quality concrete, the travel time between equidistant tubes should yield relatively consistent arrival times and correspond to a reasonable pulse velocity, signal amplitude and energy from the bottom to the top of the pier. Longer travel times, decrease in pulse velocity and lower amplitude/energy signals indicate the presence of irregularities such as poor quality concrete, voids, honeycombing, cracking and soil intrusions. The signal may be completely lost by the receiver and CSL recording system for severe defects such as voids.

Retain a CSL Consultant to perform CSL testing on the selected drilled piers. The CSL Consultant shall supply the Contractor with technical assistance and guidance during preparation and testing. Provide suitable access to the site and to the top of piers to be tested. Follow instructions from the CSL Consultant unless directed otherwise by the Engineer.

Place CSL tubes in all drilled piers. Perform CSL testing after concrete achieves a minimum compressive strength of 3000 psi (20.7 MPa) and within 7 to 30 days after concrete placement. After CSL test results have been reviewed and the Engineer has accepted the drilled pier, dewater the tubes and core holes, if any, and fill with an approved grout. If the Engineer elects not to CSL test a pier, obtain approval from the Engineer to dewater the tubes and fill them with an approved grout. Provide, mix and place grout in accordance with the Grout for Structures Special Provision.

2.0 PREQUALIFICATION AND EXPERIENCE REQUIREMENTS

Use a CSL Consultant prequalified by the Contractual Services Unit of the Department for Non-Destructive Foundation Testing work (work code 3070).

Submit documentation that the CSL Consultant has successfully completed at least 5 CSL testing projects within the last 3 years of a scope and complexity similar to that anticipated for this project. Documentation should include the General Contractor and Owner's name and current contact information with descriptions of each past project.

Provide the name of the Project Engineer that will be assigned to this project. Submit documentation for the Project Engineer verifying employment with the CSL Consultant, registration as professional engineer in North Carolina and a minimum of 5 years experience in CSL testing with past projects of scope and complexity similar to that anticipated for this project. Documentation should include resumes, references, certifications, project lists, experience descriptions and details, etc.

3.0 PREPARATION FOR CSL

Submit grout mix design or packaged grout type, CSL Consultant experience documentation, CSL tube size and Type 7 Contractor's Certification, cap details, couplings or joint details and the method for attaching the tubes. Provide this information with the drilled pier construction sequence plan.

Install 4 tubes in each drilled pier with a diameter of 5 ft (1524 mm) or less and 6 tubes in each pier with a diameter of greater than 5 ft (1524 mm). Provide 2 in (50 mm) inside diameter Schedule 40 steel pipe conforming to ASTM A53, Grade A or B, Type E, F or S. The tubes shall have a round, regular internal diameter free of defects or obstructions, including any at tube joints, in order to permit the free, unobstructed passage of source and receiver probes. The tubes shall provide a good bond with the concrete and be watertight.

Fit the tubes with a watertight threaded cap on the bottom and a removable threaded cap on the top. Securely attach the tubes to the interior of the reinforcing cage. Install the

tubes in each drilled pier in a regular, symmetric pattern such that each tube is equally spaced from the others around the perimeter of the cage. Place tubes such that large vertical reinforcing bars do not block the direct line between adjacent tubes. The tubes are typically wire-tied to the reinforcing cage every 3 ft (1 m) or otherwise secured such that the tubes remain in position during placement of the cage and concrete. Install

tubes as near to vertical and as parallel as possible, **as non-vertical tubes can adversely affect data analysis.** Extend the tubes from 6 in (150 mm) above the pier tip to at least 3 ft (1 m) above the top of the pier. If the pier top elevation is below ground elevation, extend tubes at least 2 ft (610 mm) above ground surface. If the drilled pier tip elevation is excavated more than 1 ft (305 mm) below the tip elevation shown on the plans, extend the tubes using proper threaded mechanical couplings to within 6 in (150 mm) of the revised pier tip elevation.

Before placing the reinforcing cage, record the tube lengths and positions along the length of the cage. After concrete placement, measure the stickup of the tubes above the top of the drilled piers and verify tube spacing.

After placing reinforcement and before placing concrete, fill the CSL tubes with clean water and cap them to keep out debris. CSL tubes that are not filled with water and capped will be rejected. When removing the caps, use care not to apply excess torque, force or stress, which could break the bond between the tubes and the concrete.

4.0 CSL EQUIPMENT

The minimum requirements of the CSL equipment are as follows:

- A microprocessor based CSL system for display of individual CSL records, analog-digital conversion and recording of CSL data, analysis of receiver responses and printing of report quality CSL logs
- Ultrasonic source and receiver probes which can travel through 2 in (50 mm) I.D. steel pipe
- An ultrasonic voltage pulser to excite the source with a synchronized triggering system to start the recording system
- A depth measurement device to electronically measure and record the source and receiver depths associated with each CSL signal
- Appropriate filter/amplification and cable systems for CSL testing
- An acquisition system that stores each log in digital format, with drilled pier identification, date, time and test details, including the source and receiver gain and displays arrival time data graphically during data acquisition
- 3D tomographic imaging software or source for completing the work

5.0 CSL TEST PROCEDURE

Perform CSL testing between each adjacent perimeter CSL tube pair and opposite tube pairs along the cross section diameter. Maintain the source and receiver probes in the same horizontal plane unless test results indicate defects or poor concrete zones, in which case, further evaluate the defect zones with angle tests (source and receiver

vertically offset at greater than 1.5 ft (460 mm) in the tubes). Report any defects indicated by decreased signal velocity and lower amplitude/energy signals at the time of testing and conduct angle tests in the zones of the defects as defined by the Concrete Condition Rating Criteria (CCRC) in Section 6.0 of this provision. Make CSL measurements at depth intervals of 2.5 in (65 mm) or less from the bottom of the tubes

to the top of each pier. Pull the probes simultaneously, starting from the bottom of the tubes, using a depth-measuring device to electronically measure and record the depths associated with each CSL signal. Remove any slack from the cables before pulling to provide for accurate depth measurements of the CSL records. In the event defects are detected, conduct additional logs at no additional cost to the Department.

If CSL probes will not pass through the entire length of the CSL tubes, core a 2 in (50 mm) diameter hole through the concrete the full length of the drilled pier for each inaccessible tube. If the CSL tubes debond from the concrete, core a 2 in (50 mm) diameter hole through the concrete to the depth of the debonding for each debonded tube. Locate core holes approximately 9 in (230 mm) inside the reinforcement as directed by the Engineer. Fill core holes with clean water and cover to keep out debris. No additional payment will be made for coring due to inaccessible or debonded tubes.

6.0 CSL RESULTS AND REPORTING

Submit two hard copies and an electronic copy (pdf or jpeg format on CD or DVD) of a CSL report sealed by the Project Engineer within 5 calendar days after field testing is complete. The CSL report should include but not limited to the following:

A. Title Sheet

- NCDOT TIP number and WBS element number
- Project description
- County
- Bridge station number
- Pier location
- Personnel
- Report date

B. Introduction

C. Site and Subsurface Conditions (including water table elevation)

D. Pier Details

- Pier and casing diameters, lengths and elevations
- Concrete compressive strength
- Installation methods and details including use of casing, slurry, pump, tremie, dry or wet placement of concrete, etc.

E. CSL Logs

F. Results/Conclusions

G. Attachments

- Boring log(s)
- Field Drilled Pier Inspection Forms, Drilling Logs, SID Inspection Forms and Concrete Curves (from Engineer)
- CSL tube locations, elevations, lengths and identifications
- CSL hardware model
- Electronic copy of all CSL raw data

Include CSL logs for each tube pair tested with analysis of the initial pulse arrival time, velocity, relative pulse energy/amplitude and stacked waveform plotted versus depth. List all zones defined by the CCRC in a tabular format including the percent velocity reduction and the velocity values used from the nearby zone of good quality concrete. Discuss each zone defined by the CCRC in the CSL report as appropriate. Base the results on the percent reduction in velocity value from a nearby zone of good quality concrete with good signal amplitude and energy as correlated to the following:

Concrete Condition Rating Criteria (CCRC)			
CCRC	Rating Symbol	Velocity Reduction	Indicative Results
Good	G	$\leq 10 \%$	Good quality concrete
Questionable Defect	Q	$>10 \%$ & $< 20 \%$	Minor concrete contamination or intrusion and questionable quality concrete
Poor	P/D	$\geq 20 \%$	Defects exist, possible water/slurry contamination, soil intrusion and/or poor quality concrete
No Signal	NS	No Signal received	Soil intrusion or other severe defect absorbed the signal (assumes good bond of the tube-concrete interface)
Water	W	V = 4750 fps (1450 mps) to 5000 fps (1525 mps)	Water intrusion or water filled gravel intrusion with few or no fines present

The following are a few examples of types and causes of defects:

- Necking or arching of the concrete on withdrawal of the temporary casing.
- Necking or contamination of the concrete due to collapse of the side walls.
- Soft toe due to incomplete cleaning or collapse of the side walls.
- Horizontal lenses of silt\mud\slurry due to the tremie pipe rising above the concrete.
- Voids due to the use of low-slump concrete.
- Honeycombing due to washout of fines.
- Trapping of contaminants due to pumping concrete too fast.

The Engineer will require 5 working days to evaluate the CSL test results and determine whether or not the drilled pier is acceptable. Evaluation of CSL test results, with ratings other than good (G) per the CCRC may require further investigation and additional time for review and analysis of the data. Do not grout the CSL tubes or perform any further work on the CSL tested drilled pier until the Engineer determines whether the drilled pier is acceptable.

Perform tomography in order to further investigate and delineate the boundaries of any defective/unconsolidated zones with 20% or more reduction in velocity value as correlated to the CCRC. Process CSL data to construct easy to understand 2D/3D (2D cross-sections between tubes and 3D volumetric images for the entire pier) *color-coded* tomographic images indicating velocity variations along the pier. Identify the location and geometry of defective/unconsolidated zones in 3D color images with detailed discussion in the CSL report. Any further tests deemed necessary by the Engineer in order to determine the acceptability of the drilled pier will be determined after reviewing the CSL report. Additional test or analysis options include 3D tomographic imaging, single-hole sonic testing, sonic echo or impact response tests and concrete coring.

The Engineer determines the depth, location, diameter (PQ or NQ size) and number of core holes when concrete coring is required. If the Engineer is concerned about concrete strength or requires the use of a borehole camera for inspection, large diameter cores (PQ size) are required. Drill a minimum of 2 core holes to intercept the suspected defect zones. Use a coring method that provides maximum core recovery and minimizes abrasion and erosion. Provide concrete cores properly marked in a wooden crate labeled with the drilled pier depth at each interval of core recovery to the NCDOT Materials and Test Unit for evaluation and testing. Submit coring records, signed by the Contractor that include NCDOT project number, name of the Drilling Contractor, date cored and percent core recovery. Allow 5 working days after submitting the core records for the Department's review.

7.0 CORRECTION OF UNACCEPTABLE DRILLED PIER

When the Engineer determines a drilled pier is unacceptable, submit remedial measures to the Department for approval. No compensation will be made for remedial work or losses or damage due to remedial work of drilled piers found defective or not in accordance with the Drilled Piers Special Provision or the plans. Modifications to the drilled pier design or any load transfer mechanisms required by the remedial action shall be designed by a Registered North Carolina Professional Engineer. Include supporting calculations and drawings sealed by a Registered North Carolina Professional Engineer for all foundation elements affected. Do not begin remedial action work until the Department has reviewed and accepted the remedial action plan. Allow 5 working days after submitting the remedial work plan for the Department's review and acceptance. Furnish all materials and work necessary to correct defective drilled piers.

8.0 MEASUREMENT AND PAYMENT

The complete and accepted CSL will be paid for at the unit bid price for "Crosshole Sonic Logging" per each. The Department will only pay for the initial CSL test on a drilled pier; no additional payment will be made for subsequent CSL tests performed on the same drilled pier. Include in this unit bid price all costs incurred for procurements, conducting the CSL testing, reporting of results and incidentals necessary to complete the work including any other test required to determine the acceptability of the drilled pier.

Include the cost of the crosshole sonic logging tubes in the unit bid price for drilled piers. No separate payment will be made for the CSL tubes. The unit bid price for the drilled piers will include full compensation for furnishing, installing, extending tubes, dewatering and grouting of all CSL tubes and core holes, if applicable, and all materials, labor, tools, equipment and incidentals necessary to complete the work.

STANDARD SPECIAL PROVISION**ERRATA**

(7-21-09)

Z-4

Revise the *Standard Specifications for Roads and Structures July 2006* on all projects as follows:

Division 1

Page 1-1, replace AREA - American Railway Engineering Association with ***American Railway Engineering and Maintenance of Way Association.***

Page 1-7, remove -L- in middle of page after INVITATION TO BID and before LABORATORY.

Page 1-25, 102-16(R), move 2nd paragraph to left margin. It is not a part of this subarticle, but part of the entire article.

Division 2

Page 2-9, Subarticle 225-1(C), 1st paragraph, 2nd line, last word, add a "d" to make the word grade become ***graded.***

Page 2-15, Subarticle 226-3, 5th paragraph, first line, replace the word *in* with the word ***is.***

Page 2-23, Subarticle 235-4(B)(9), at the end of the sentence, replace finished greater with finished ***grade.***

Page 2-28, Article 260-3, First paragraph, second line, remove the word *foot.*

Division 3

Page 3-13, Article 340-4, Second paragraph, change Flowable Backfill to Flowable ***Fill***

Division 4

Page 4-29, Article 420-13(A) Description, change reference from Section 1082 to ***Article 1081-6.***

Page 4-40 Subarticle 420-17(F) first line, change Subarticle 420-17(B) to ***(B) herein.***

Page 4-70, Article 442-13(B) Second sentence, change SSPC Guide 6I to SSPC Guide ***6.***

Pages 4-72, 4-74, 4-76, at the top of the page, substitute the heading Section 452 with Section ***450.***

Page 4-79, at the top of the page, substitute the heading Section 450 with Section ***452***

Page 4-80, change 452-7 to 452-***6*** at the top of the page.

Page 4-80, change Pay Item ____ Steel Pile Retaining Walls, to ***Sheet*** Pile Retaining Walls.

Page 4-88, 462-4, Title, Replace last word Measurement with the word ***PAYMENT***

Division 5

Page 5-8, Article 501-15 Measurement and Payment, delete the 4th paragraph that begins The quantity of lime, measured as provided ...

Page 5-14, Article 520-11 Measurement and Payment, first paragraph, second line, delete *will be*.

Division 6

Page 6-3, Article 600-9, 2nd Paragraph on this page, replace 818-5 with 818-4.

Pages 6-30 and 31, Subarticle 610-3(A)(13) Move 2 paragraphs from the margin to the right under the number (13).

Page 6-43, Article 610-8, 4th paragraph, remove the first *the*

Page 6-44, 2nd full paragraph, 1st sentence, delete the first *and* and add *transverse* just before cross-slope control.

Page 6-51, at the top of the page, add **610-14** on the same line, and just before the heading MAINTENANCE.

Page 6-53, Article 620-4 sixth paragraph, second line; the word that should be *which*.

Page 6-66, title, Replace EXISTNG with **EXISTING**

Page 6-66, Article 657-1, Description, first sentence, replace PS/AR (hot-poured rubber asphalt with *hot applied joint sealer*.

Page 6-66, Article 657-2, replace PS/AR (Hot-Poured Rubber Asphalt with the following:

Item	Section
<i>Hot Applied Joint Sealer</i>	1028-2

Page 6-67, at the top of the page, substitute the heading Section 654 with Section **657**.

Page 6-67, Article 657-3 Construction Methods, 2nd paragraph, replace PS/AR sealant with *hot applied joint sealer*.

Page 6-71, 660-9(B)(1), Replace the first sentence of the first paragraph with the following:

Using the quantities shown in Table 660-1, apply asphalt material to the existing surface followed by an application of No. 78 M or lightweight aggregate.

Page 6-89; Add a period at the end of the last sentence at the bottom of the page.

Page 6-90, Article 663-5, first paragraph, first sentence, change 50oF to **50°F**; third paragraph, fourth sentence change 325oF to **325°F**.

Division 7

Page 7-12, at the top of the page, substitute the heading Section 710 with Section **700**.

Page 7-15, Article 710-9, 4th paragraph, last line, change 710-11(B) to 710-10(B).

Division 8

Page 8-13, Article 808-3, 4th Paragraph, third line, replace Eexcavation with **Excavation**

Page 8-35, Article 848-2, Item: Replace Cncrete with **Concrete**

Division 9

Page 9-2, add **901-3** just before CONSTRUCTION METHODS

Division 10

Page 10-12, near bottom of page add **(C)** before Proportioning and Mixing of Modified Compositions, which should be bold type.

Page 10-28, at the top of the page, substitute Section 1006 for 1005.

Page 10-54, Subarticle 1018-2A), First line, substitute **(B)** for II, third line, substitute **(B)(2)** for II-b.

Pages 10-56, 10-58, 10-60 at the top of the page, substitute Section 1018 with Section **1020**.

Page 10-84, Table 1042-1, Class 2, Maximum, change from 23r to **23**.

Page 10-84, Article 1042-2 Testing, last sentence, replace the word alterations with the word **cycles**.

Page 10-100, Table 1056-1, replace on the line for Trapezoidal Tear Strength:

Type 1	Type 2	Type 3		Type 4
		Class A	Class B	Soil Stabilization
45 lb	75 lb	--	--	75 lb

Page 10-116, Subarticle 1070-10, first paragraph, second sentence, add **or** just before cold-forged sleeve.

Pages 10-136 through 10-147, at the top of the page, substitute Section 1074 with Section **1072**.

Page 10-157, Article 1077-11, first paragraph, change the reference from Subarticle 420-18(B) to Subarticle 420-**17**(B).

Page 10-200, Subarticle 1080-14(B), change reference to ASTM D335**9**

Page 10-211, at the top of the page, substitute Section 1081 with Section **1082**.

Page 10-229, add **1088-6 BLANK** on the line above 1088-7 TUBULAR MARKERS.

Page 10-244, add **1089-10 BLANK** and **1089-11 BLANK** on the lines just above 1089-12 FLAGGER.

Page 10-272, delete Article 1098-6 in its entirety. Renumber Articles 1098-7 through 1098-17 as Articles 1098-6 through 1098-16 consecutively.

Division 12

Page 12-21 Add **1266-2** just before the heading MATERIALS.

Division 14

Page 14-33, Article 1413-6, first paragraph, first sentence, first line, replace made with ***paid for.***

Division 15

- ❑ Page 15-2 add **1500-4** just before the heading WEEKEND, NIGHT AND HOLIDAY WORK.
- ❑ Page 15-4, Subarticle 1505-3(A)(2), replace the 2nd line with the following: ***Provide shielding or shoring as required under Section 150 or as required elsewhere in the contract.***
- ❑ Page 15-5, add **1505-6** on the same line and just before the heading MEASUREMENT AND PAYMENT. (Remove the period after PAYMENT.)
- ❑ Page 15-6, Article 1505-6(3), delete *in Section 1175* and replace it with *elsewhere in the contract.*
- ❑ Page 15-8, add **1510-4** on the same line and just before the heading MEASUREMENT AND PAYMENT.
- ❑ Page 15-10, substitute **BLANK** for CONSTRUCTION REQUIREMENTS on the same line and just before 1515-4.
- ❑ Page 15-10, substitute **CONSTRUCTION REQUIREMENTS** for General Requirements
- ❑ Page 15-10, Article 1515-4, add **(D)** just before the bolded Fire Hydrants.
- ❑ Page 15-13, Article 1520-3, 8th paragraph, add ***pipe*** after diameter.
- ❑ Page 15-22, add **1540-3** on the same line and just before the heading CONSTRUCTION REQUIREMENTS.
- ❑ Page 15-28, Replace 1550-6 METHOD OF MEASUREMENT with ***MEASUREMENT AND PAYMENT.***

Division 16

- ❑ Page 16-12, Subarticle 1632-1(C) ¼ Inch hardware cloth, change the minimum width from 24 inches to 48 inches.

Division 17

- ❑ Page 17-19, Subarticle 1725-2 Material, Second paragraph, change Article 1098-7 to 1098-8
- ❑ Page 17-20, Subarticle 1726-2 Material, Second paragraph, change Article 1098-8 to 1098-9

END

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

(3-18-03)

Z-04a

Within quarantined area

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

Originating in a quarantined county

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

Contact

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

Regulated Articles Include

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

MINIMUM WAGES

(7-21-09)

Z-5

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

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

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

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

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

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

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

AWARD OF CONTRACT

(6-28-77)

Z-6

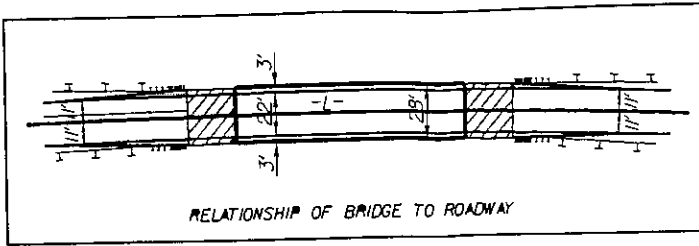
"The North Carolina Department of Transportation, in accordance with the provisions of *Title VI of the Civil Rights Act of 1964* (78 Stat. 252) and the Regulations of the Department of Transportation (49 C.F.R., Part 21), issued pursuant to such act, hereby notifies all bidders that it will affirmatively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

ATTACHMENT 'A'

LISTING OF DBE SUBCONTRACTORS

GEOTECHNICAL ATTACHMENT 'B'

The following Geotechnical Bore Holes Sections are for information only and are not a part of this contract. These information are for investigation only and no accuracy is implied or guaranteed. No claim will be allowed as a result of the use of this information.

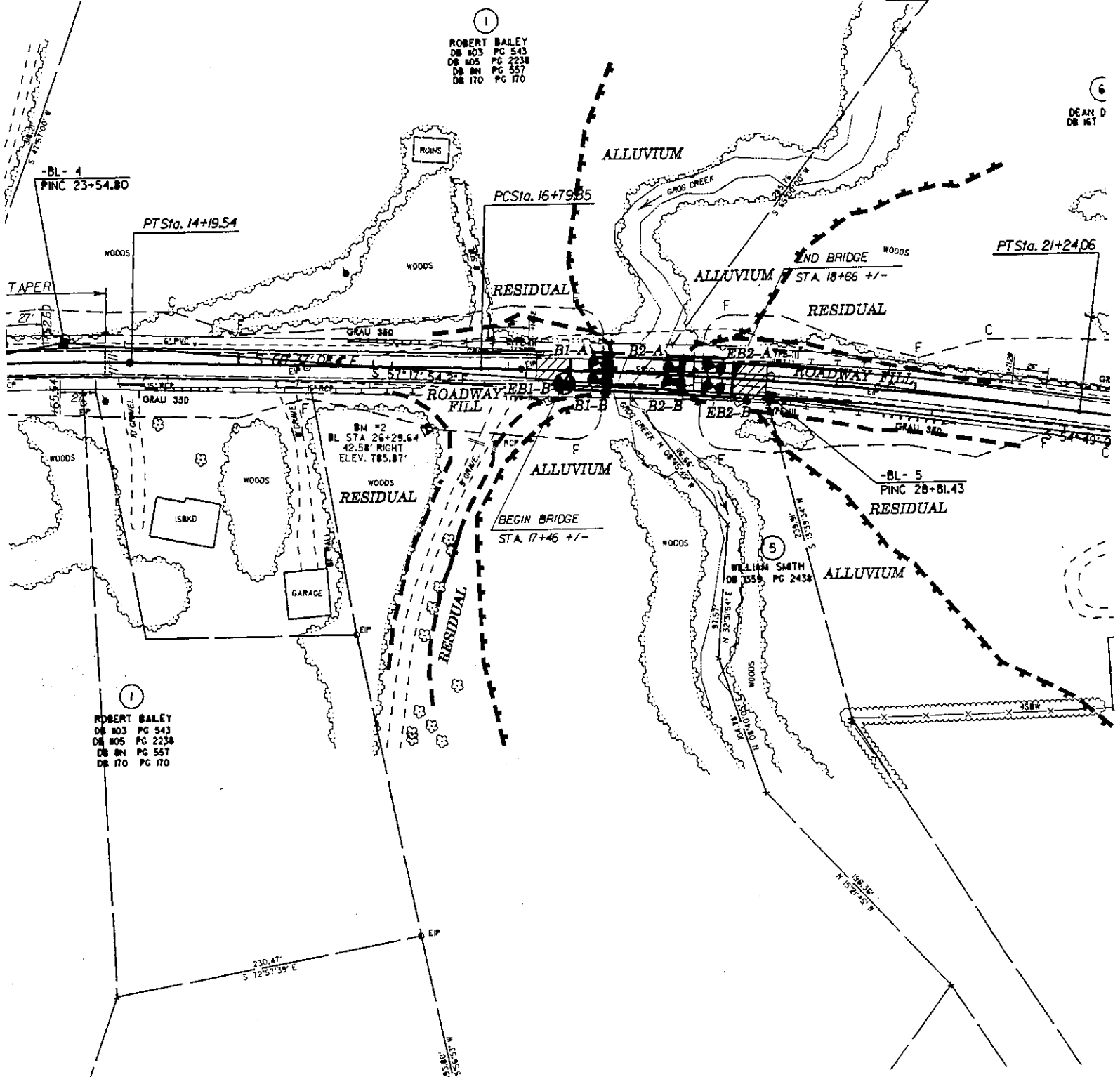


PI Sta 19+02.18
 $\Delta = 6^\circ 21' 46.4''$ (RT)
 $D = 125' 56.6''$
 $L = 444.21'$
 $T = 222.34'$
 $R = 4,000.00'$
 SE = SEE PLANS



BEGIN STATE PROJECT B-4075

STA. 23+00.00 -L-



ROBERT BAILEY
 DB 803 PG 543
 DB 805 PG 2238
 DB 801 PG 557
 DB 170 PG 170

DEAN D
 DB 161

ROBERT BAILEY
 DB 803 PG 543
 DB 805 PG 2238
 DB 801 PG 557
 DB 170 PG 170

Page 17/21

PROJECT NO 33437.1.1												ID B-4075		COUNTY CLEVELAND		GEOLOGIST R.W. TODD	
SITE DESCRIPTION BRIDGE NO. 129 ON SR 1184 OVER GROG CREEK												GND WATER					
BORING NO EB1-B												NORTHING 0.00		EASTING 0.00		0 HR N/A	
ALIGNMENT L												BORING LOCATION 17+42.000		OFFSET 9.50ft RT		24 HR N/A	
BOLLAR ELEV 783.10ft												TOTAL DEPTH 28.00ft		START DATE 8/18/05		COMPLETION DATE 08/18/05	
DRILL MACHINE CME-550												DRILL METHOD NWCAS/TRI-CONE		HAMMER TYPE AUTOMATIC			
SURFACE WATER DEPTH												DEPTH TO ROCK 28.00ft		Log EB1-B, Page 1 of 1			
ELEV	DEPTH	BLOW CT			PEN (ft)	BLOWS PER FOOT					SAMPLE NO	MOI	LOG	SOIL AND ROCK DESCRIPTION			
		6in	6in	6in		0	25	50	75	100							
783.10																	
780.00	5.60	2	3	1	1.0	4					SS-4	M		(ROADWAY FILL) RED-BRN V. LOOSE TO LOOSE LOW PLASTIC (PI=13) CLAYEY SAND (A-2-6)			
	10.60	2	2	2	1.0	4						M					
770.00	15.60	100			0.2					100				BOULDER			
	19.60	4	2	4	1.0	6					SS-5	M		(RESIDUAL) BRN-TAN-GRAY LOOSE V. MICA. SILTY F. SAND (A-2-5)			
760.00	24.60	100			0.2					100				WEATHERED ROCK			
755.10						TRI-CONE BIT REFUSAL AT ELEV. 755.10 ON HARD ROCK (24 HR WATER-CAVED @ 12.5)											

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION GEOTECHNICAL UNIT BORING LOG

PROJECT NO 33437.1.1		ID B-4075		COUNTY CLEVELAND		GEOLOGIST R.W. TODD	
SITE DESCRIPTION BRIDGE NO. 129 ON SR 1184 OVER GROG CREEK							GND WATER
BORING NO B1-A		NORTHING 0.00		EASTING 0.00		0 HR N/A	
ALIGNMENT L		BORING LOCATION 17+67.000		OFFSET 6.30ft LT		24 HR N/A	
COLLAR ELEV 782.70ft		TOTAL DEPTH 39.70ft		START DATE 8/24/05		COMPLETION DATE 08/24/05	
DRILL MACHINE CME-550				DRILL METHOD NWCAS/NXWL		HAMMER TYPE AUTOMATIC	
SURFACE WATER DEPTH				DEPTH TO ROCK 23.00ft		Log B1-A, Page 1 of 1	

ELEV	DEPTH	BLOW CT			PEN (ft)	BLOWS PER FOOT					SAMPLE NO	MOI	LOG	SOIL AND ROCK DESCRIPTION	
		6in	6in	6in		0	25	50	75	100					
782.70															
780.00	5.40	1	2	1	1.0		3					SS-10	M		(ROADWAY FILL) RED-BRN SOFT SILTY SANDY CLAY (A-6)
	10.40	1	2	1	1.0		3						M		
770.00	15.40	3	7	5	1.0		12					SS-11	W		(ALLUVIUM) BRN & GRAY MED. DENSE SILTY CLAYEY SAND & GRAVEL (A-2-4)
	19.70	100			0.2					100					WEATHERED ROCK (SEV. WEATH. MICA SCHIST)
760.00												CORE1			23.0-30.2 (CRYSTALLINE ROCK) GRAY-WHITE MOD. WEATH. HARD MICA SCHIST W/ GRANITE INTRUSIONS REC=75% RQD=43%
												CORE2			30.2-35.0 (CRYSTALLINE ROCK) GRAY-WHITE SLI. WEATH. HARD MICA SCHIST REC=100% RQD=98%
750.00												CORE3 RS-3			35.0-39.7 (CRYSTALLINE ROCK) GRAY-WHITE SLI. WEATH. HARD MICA SCHIST REC=100% RQD=100%
743.00															BORING TERMINATED AT ELEV. 743.00 IN SLI WEATH. HARD MICA SCHIST (24 HR. WATER-CAVED @ 15.0)

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION GEOTECHNICAL UNIT BORING LOG

PROJECT NO 33437.1.1		ID B-4075		COUNTY CLEVELAND		GEOLOGIST R.W. TODD	
SITE DESCRIPTION BRIDGE NO. 129 ON SR 1184 OVER GROG CREEK							
BORING NO B1-B		NORTHING 0.00		EASTING 0.00		GND WATER 0 HR N/A 24 HR N/A	
ALIGNMENT L		BORING LOCATION 17+67.000		OFFSET 5.60ft RT			
COLLAR ELEV 782.70ft		TOTAL DEPTH 42.40ft		START DATE 8/29/05		COMPLETION DATE 08/29/05	
DRILL MACHINE CME-550		DRILL METHOD NWCAS/NXWL		HAMMER TYPE AUTOMATIC		Log B1-B, Page 1 of 1	
SURFACE WATER DEPTH		DEPTH TO ROCK 19.10ft					

ELEV	DEPTH	BLOW CT			PEN (ft)	BLOWS PER FOOT					SAMPLE NO	MOI	LOG	SOIL AND ROCK DESCRIPTION	
		6in	6in	6in		0	25	50	75	100					
782.70															
780.00	5.40	1	1	1	1.0								M		(ROADWAY FILL) RED-BRN V. SOFT SILTY SANDY CLAY (A-6)
	10.40	1	2	1	1.0								W		
770.00	15.40	2	2	3	1.0								W		(ALLUVIUM) GRAY LOOSE CLAYEY F. SAND (A-2-4)
	20.40	100			0.1										CRYSTALLINE ROCK (SPT REFUSAL)
760.00															22.0-25.1 (CRYSTALLINE ROCK) WHITE MOD. WEATH. MOD. HARD META. GRANITE REC=94% RQD=48%
															25.1-30.1 (CRYSTALLINE ROCK) GRAY-WHITE MOD. WEATH. HARD MICA SCHIST W/ META. GRANITE INTRUSIONS REC=62% RQD=44%
750.00															30.1-35.0 (CRYSTALLINE ROCK) GRAY SLI. WEATH. HARD MICA SCHIST REC=100% RQD=96%
															35.0-39.5 (CRYSTALLINE ROCK) GRAY-WHITE SLI. WEATH. HARD MICA SCHIST REC=100% RQD=100%
740.30															39.5-42.4 (CRYSTALLINE ROCK) GRAY-WHITE SLI. WEATH. HARD MICA SCHIST REC=100% RQD=100%
BORING TERMINATED AT ELEV. 740.30 IN SLI. WEATH. HARD MICA SCHIST (24 HR WATER=CAVED @ 18.0)															

GEOTECHNICAL UNIT BORING LOG

PROJECT NO 33437.1.1			ID B-4075			COUNTY CLEVELAND			GEOLOGIST R.W. TODD					
SITE DESCRIPTION BRIDGE NO. 129 ON SR 1184 OVER GROG CREEK										GND WATER				
BORING NO B2-A			NORTHING 0.00			EASTING 0.00			0 HR N/A					
ALIGNMENT L			BORING LOCATION 18+22.000			OFFSET 5.10ft LT			24 HR 3.00ft					
COLLAR ELEV 769.00ft			TOTAL DEPTH 31.40ft			START DATE 8/25/05			COMPLETION DATE 08/25/05					
DRILL MACHINE CME-550					DRILL METHOD NWCAS/NXWL					HAMMER TYPE AUTOMATIC				
SURFACE WATER DEPTH					DEPTH TO ROCK 15.10ft					Log B2-A, Page 1 of 1				
ELEV	DEPTH	BLOW CT			PEN (ft)	BLOWS PER FOOT					SAMPLE NO	MOI	LOG	SOIL AND ROCK DESCRIPTION
		6in	6in	6in		0	25	50	75	100				
769.00						Ground Surface								
	1.90	1	0	0	1.0	0					SS-6	SAT		(ALLUVIUM) GRAY V. SOFT TO SOFT CLAYEY SANDY SILT (A-4)
	6.90	1	2	1	1.0	3						SAT		
760.00	11.90	1	2	1	1.0	3					SS-7	W		(RESIDUAL) BRN & GRAY V. LOOSE V. MICA. F. SAND (A-2-5)
											CORE1			WEATHERED ROCK (SEV. WEATH. MICA SCHIST)
750.00											RS-2 CORE2			(CRYSTALLINE ROCK)
											CORE3			15.5-21.1 (CRYSTALLINE ROCK) GRAY-WHITE MOD. WEATH. HARD MICA SCHIST W/ GRANITE INTRUSIONS REC=93% RQD=84%
740.00														21.1-25.8 (CRYSTALLINE ROCK) GRAY-WHITE SLI. WEATH. HARD MICA SCHIST REC=100% RQD=100%
737.60														25.8-31.4 (CRYSTALLINE ROCK) GRAY-WHITE SLI. WEATH. HARD MICA SCHIST REC=100% RQD=100%
						BORING TERMINATED AT ELEV. 737.60 IN SLI. WEATH. HARD MICA SCHIST								

GEOTECHNICAL UNIT BORING LOG

PROJECT NO 33437.1.1				ID B-4075				COUNTY CLEVELAND				GEOLOGIST R.W. TODD					
SITE DESCRIPTION BRIDGE NO. 129 ON SR 1184 OVER GROG CREEK												GND WATER					
BORING NO B2-B				NORTHING 0.00				EASTING 0.00				0 HR N/A					
ALIGNMENT L				BORING LOCATION 18+22.000				OFFSET 4.80ft RT				24 HR 4.00ft					
COLLAR ELEV 770.80ft				TOTAL DEPTH 31.70ft				START DATE 8/26/05				COMPLETION DATE 08/26/05					
DRILL MACHINE CME-550						DRILL METHOD NWCAS/NXWL						HAMMER TYPE AUTOMATIC					
SURFACE WATER DEPTH						DEPTH TO ROCK 16.40ft						Log B2-B, Page 1 of 1					
ELEV	DEPTH	BLOW CT			PEN (ft)	BLOWS PER FOOT					SAMPLE NO	MOI	LOG	SOIL AND ROCK DESCRIPTION			
		6in	6in	6in		0	25	50	75	100							
770.80																	
	3.70	1	2	1	1.0	3							W	(ALLUVIUM) BRN & GRAY SOFT CLAYEY SANDY SILT (A-4)			
	8.70	1	2	2	1.0	4							W				
760.00	13.70	7	3	9	1.0	12							M	(RESIDUAL) BRN MED. DENSE V. MICA. SAND (A-1-B)			
										SS-8				16.4-23.3 (CRYSTALLINE ROCK) GRAY-WHITE MOD. WEATH. HARD MICA SCHIST W/ GRANITE INTRUSIONS REC=97% RQD=94%			
750.00										CORE1				23.3-28.0 (CRYSTALLINE ROCK) GRAY-WHITE SLI. WEATH. HARD MICA SCHIST W/ GRANITE INTRUSIONS REC=100% RQD=100%			
										CORE2				28.0-31.7 (CRYSTALLINE ROCK) GRAY-WHITE SLI. WEATH. HARD MICA SCHIST W/ GRANITE INTRUSIONS REC=100% RQD=100%			
740.00 739.10										CORE3							
						BORING TERMINATED AT ELEV. 739.10 IN SLI. WEATH. HARD MICA SCHIST											

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION GEOTECHNICAL UNIT BORING LOG

PROJECT NO 33437.1.1		ID B-4075		COUNTY CLEVELAND		GEOLOGIST R.W. TODD							
SITE DESCRIPTION BRIDGE NO. 129 ON SR 1184 OVER GROG CREEK							GND WATER						
BORING NO EB2-A		NORTHING 0.00		EASTING 0.00		0 HR N/A							
ALIGNMENT L		BORING LOCATION 18+52.000		OFFSET 7.70ft LT		24 HR N/A							
COLLAR ELEV 782.20ft		TOTAL DEPTH 30.40ft		START DATE 8/25/05		COMPLETION DATE 08/25/05							
DRILL MACHINE CME-550			DRILL METHOD NWCAS/TRI-CONE			HAMMER TYPE AUTOMATIC							
SURFACE WATER DEPTH			DEPTH TO ROCK 30.40ft			Log EB2-A, Page 1 of 1							
ELEV	DEPTH	BLOW CT			PEN (ft)	BLOWS PER FOOT				SAMPLE NO	MOI	LOG	SOIL AND ROCK DESCRIPTION
		6in	6in	6in		0	25	50	75				
782.20													
780.00	5.30	1	3	1	1.0	4							(ROADWAY FILL) RED-BRN SOFT SANDY CLAY (A-6)
770.00	10.30	1	2	1	1.0	3							
	15.30	3	4	5	1.0	9							(ALLUVIUM) BRN LOOSE SAND (A-3)
760.00	20.30	2	3	2	1.0	5							
	25.30	6	6	8	1.0	14							(RESIDUAL) BRN MED. DENSE V. MICA. SILTY SAND (A-2-4)
751.80	29.20	80	20		0.6				100				WEATHERED ROCK (SEV. WEATH. MICA SCHIST)
	TRI-CONE BIT REFUSAL AT ELEV. 751.80 ON HARD ROCK (24 HR WATER-CAVED @ 20.0)												

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION GEOTECHNICAL UNIT BORING LOG

PROJECT NO 33437.1.1		ID B-4075		COUNTY CLEVELAND		GEOLOGIST R.W. TODD	
SITE DESCRIPTION BRIDGE NO. 129 ON SR 1184 OVER GROG CREEK							GND WATER
BORING NO EB2-B		NORTHING 0.00		EASTING 0.00		0 HR N/A	
ALIGNMENT L		BORING LOCATION 18+52.000		OFFSET 7.00ft RT		24 HR N/A	
COLLAR ELEV 782.20ft		TOTAL DEPTH 35.40ft		START DATE 8/18/05		COMPLETION DATE 08/18/05	
DRILL MACHINE CME-550			DRILL METHOD NWCAS/TRI-CONE			HAMMER TYPE AUTOMATIC	
SURFACE WATER DEPTH			DEPTH TO ROCK 34.40ft			Log EB2-B, Page 1 of 1	

ELEV	DEPTH	BLOW CT			PEN (ft)	BLOWS PER FOOT					SAMPLE NO	MOI	LOG	SOIL AND ROCK DESCRIPTION	
		6in	6in	6in		0	25	50	75	100					
782.20						Ground Surface									
780.00	5.60	2	1	2	1.0	3						SS-1	M		(ROADWAY FILL) RED-BRN SOFT MICA. CLAYEY SANDY SILT (A-4)
	10.60	1	2	1	1.0	3							W		
770.00	15.60	5	4	5	1.0	9						SS-2	SAT		(ALLUVIUM) BRN-TAN LOOSE SAND (A-3)
	20.60	4	4	4	1.0	8							SAT		
760.00	25.60	14	4	3	1.0	7						SS-3	M		(RESIDUAL) BRN-TAN-GRAY LOOSE V. MICA. SILTY F. SAND (A-2-4)
	30.60	20	50	50	0.6								M		
750.00	34.40	100			0.0										WEATHERED ROCK (SEV. WEATH. MICA SCHIST)
746.80															
TRI-CONE BIT REFUSAL AT ELEV. 746.80 ON HARD ROCK (24 HR WATER-CAVED @ 18.0)															

ATTACHMENT 'C'

Environmental Permit

ATTACHMENT 'D'
FHWA SPECIAL PROVISIONS

CERTIFICATION FOR FEDERAL-AID CONTRACTS:

(3-21-90)

SP1 G85

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

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

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

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

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:

(11-22-94)

SP1 G100

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

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

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

SUBMISSION OF RECORDS - FEDERAL-AID PROJECTS:

(7-17-07)

SP1 G103

The Contractor's attention is directed to the Standard Special Provision entitled *Required Contract Provisions-Federal-Aid Construction Contracts* contained elsewhere in this proposal.

This project is located on a roadway classified as a local road or rural minor collector, therefore the requirements of Paragraph IV - Payment of Predetermined Minimum Wage and Paragraph V - Statements and Payrolls are exempt from this contract.

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

Z-7

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

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

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

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

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

**EMPLOYMENT GOALS FOR MINORITY
AND FEMALE PARTICIPATION**

Economic Areas

Area 023 29.7%

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

Area 024 31.7%

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

Area 025 23.5%

Columbus County
Duplin County
Onslow County
Pender County

Area 026 33.5%

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

Area 027 24.7%

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

Area 028 15.5%

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

Area 029 15.7%

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

Area 0480 8.5%

Buncombe County
Madison County

Area 030 6.3%

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

SMSA AreasArea 5720 26.6%

Currituck County

Area 9200 20.7%

Brunswick County

New Hanover County

Area 2560 24.2%

Cumberland County

Area 6640 22.8%

Durham County

Orange County

Wake County

Area 1300 16.2%

Alamance County

Area 3120 16.4%

Davidson County

Forsyth County

Guilford County

Randolph County

Stokes County

Yadkin County

Area 1520 18.3%

Gaston County

Mecklenburg County

Union County

Goals for FemaleParticipation in Each Trade

(Statewide) 6.9%

STANDARD SPECIAL PROVISION**REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS**

FHWA - 1273 Electronic Version - March 10, 1994

Z-8

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls
- VI. Record of Materials, Supplies, and Labor
- VII. Subletting or Assigning the Contract
- VIII. Safety: Accident Prevention
- IX. False Statements Concerning Highway Project
- X. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- XII. Certification Regarding Use of Contract Funds for lobbying

ATTACHMENTS

- A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendent and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
 - Section I, paragraph 2;
 - Section IV, paragraphs 1, 2, 3, 4, and 7;
 - Section V, paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
 - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

- c. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
- 6. **Training and Promotion:**
 - a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
 - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
 - a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
- 8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
 - a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- 9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
 - a. The records kept by the contractor shall document the following:
 - 1. The number of minority and non-minority group members and women employed in each work classification on the project;
 - 2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - 4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 2. the additional classification is utilized in the area by the construction industry;
 3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination;
 and
 4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of U.S. DOL) and Helpers:**a. Apprentices:**

1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of

probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. **Trainees:**

1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. **Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
 3. that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES AND LABOR THIS SECTION DELETED JUNE 4, 2007.**VII. SUBLETTING OR ASSIGNING THE CONTRACT**

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

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

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its 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 3-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 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

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

STANDARD SPECIAL PROVISION**ATTACHMENT A – EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS**

Z-9

(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 - a. To the extent that qualified persons regularly residing in the area are not available.
 - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.
5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

NOTE: An Appalachian project will have a Federal Aid Project Number that begins with the Prefix "APD" or "APL".
DELETE THIS NOTE

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

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

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Calassifications

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

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

The Department has established common training classifications and their respective training requirements that may be used by the contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

STANDARD SPECIAL PROVISION**GENERAL DECISION NC20100010 03/12/2010 NC10**

Z-11

Date: March 12, 2010

General Decision Number NC20100010 03/12/2010

Superseded General Decision No. NC20080010

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Alleghany	Granville	Pasquotank
Anson	Greene	Pender
Ashe	Halifax	Perquimans
Avery	Harnett	Person
Beaufort	Haywood	Pitt
Bertie	Henderson	Polk
Bladen	Hertford	Richmond
Brunswick	Hoke	Robeson
Caldwell	Hyde	Rockingham
Camden	Iredell	Rutherford
Carteret	Jackson	Sampson
Caswell	Johnston	Scotland
Chatham	Jones	Stanly
Cherokee	Lee	Surry
Chowan	Lenoir	Swain
Clay	Macon	Transylvania
Cleveland	Madison	Tyrrell
Columbus	Martin	Vance
Craven	McDowell	Warren
Currituck	Mitchell	Washington
Dare	Montgomery	Watauga
Duplin	Moore	Wayne
Edgecombe	Nash	Wilkes
Gates	Northampton	Wilson
Graham	Pamlico	Yancey

HIGHWAY CONSTRUCTION PROJECTS (does not include tunnels, building structures in rest area projects, railroad construction, and bascule, suspension, and spandrel arch bridges, bridges designed for commercial navigation, and bridges involving marine construction, and other major bridges).

Modification Number
0

Publication Date
03/12/2010

	Rates	Fringes
CARPENTER	7.71	
CONCRETE FINISHER	7.64	
IRONWORKER (Reinforcing)	9.27	
LABORER		
General	7.25	
Asphalt Raker	7.25	
Form Setter (Road)	7.25	
Mason (Brick, Block, Stone)	7.76	
Pipe Layer	7.25	
Power Tool Operator	7.25	
POWER EQUIPMENT OPERATORS		
Asphalt Distributor	7.25	
Asphalt Paver	7.25	
Bulldozer	7.25	
Bulldozer (utility)	7.25	
Concrete Finishing Machine	9.48	
Concrete Grinder	8.13	
Crane, Backhoe, Shovel, & Dragline (Over 1 yd.)	8.53	
Crane, Backhoe, Shovel, & Dragline (1 yd. & under)	7.25	
Drill Operator	7.65	
Grade Checker	7.25	
Grease person	7.25	
Hydroseeder	7.25	
Loader	7.25	
Mechanic	8.27	
Milling Machine	8.00	
Motor Grader (Fine Grade)	8.01	
Motor Grader (Rough Grade)	7.42	
Oiler	7.25	
Piledriver	11.00	
Roller (Finish)	7.25	
Roller (Rough)	7.25	
Scraper	7.25	
Screed Asphalt	7.25	
Stone Spreader	7.25	
Stripping Machine Operator	7.25	
Subgrade Machine	9.00	
Sweeper	7.25	
Tractor (utility)	7.25	
TRUCK DRIVERS		
Single Rear Axle Trucks	7.25	
Multi Rear Axle Trucks	7.25	
Heavy Duty trucks	7.25	
Welder	9.07	

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

STANDARD SPECIAL PROVISION
GENERAL DECISION NC20100011 03/12/2010 NC11

Z-12

Date: March 12, 2010

General Decision Number NC20100011 03/12/2010

Superseded General Decision No. NC20080011

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Alamance	Durham	Orange
Alexander	Forsyth	Randolph
Buncombe	Franklin	Rowan
Burke	Gaston	Stokes
Cabarrus	Guilford	Union
Catawba	Lincoln	Wake
Cumberland	Mecklenburg	Yadkin
Davidson	New Hanover	
Davie	Onslow	

HIGHWAY CONSTRUCTION PROJECTS (does not include tunnels, building structures in rest area projects, railroad construction, and, bascule, suspension and spandrel arch bridges, bridges designed for commercial navigation, and bridges involving marine construction, and other major bridges).

Modification Number
0

Publication Date
03/12/2010

SUNC1990-014 02/12/1990

	Rates	Fringes
CARPENTER	7.63	
CONCRETE FINISHER	7.52	
ELECTRICIAN	10.26	
IRONWORKERS (reinforcing)	9.76	
LABORER		
General	7.25	
Asphalt Lay Down Person	7.25	
Asphalt Raker	7.25	
Form Setter (road)	8.57	
Mason (brick, block, stone)	7.44	
Pipe Layer	7.25	
Power Tool Operator	8.28	

POWER EQUIPMENT OPERATORS		
Asphalt Distributor	7.25	
Asphalt Paver	7.47	
Bulldozer	7.33	
Bulldozer (utility)	7.25	
Concrete Curb Machine	7.25	
Concrete Finishing Machine	7.85	
Concrete Paver	7.25	
Crane, Backhoe, Shovel & Dragline (over 1 yd)	8.16	
Crane, Backhoe, Shovel & Dragline(1 yd and under)	7.25	
Drill Operator	7.34	
Grade Checker	7.25	
Gradeall	8.38	
Grease Person	7.25	
Loader	7.25	
Mechanic	8.47	
Motor Grader (Fine Grade)	8.04	
Motor Grader(Rough Grade)	7.68	
Oiler	7.25	
Roller (Finisher)	7.25	
Roller (Rough)	7.25	
Scraper	7.25	
Screed Asphalt	7.25	
Stone Spreader	7.25	
Stripping Machine Operator	7.25	
Subgrade Machine	7.25	
Sweeper	7.25	
Tractor (Utility)	7.25	

TRUCK DRIVERS		
Trucks – Single Rear Axle	7.25	
Trucks – Multi Rear Axle	7.25	
Trucks – Heavy Duty	9.47	

WELDERS – Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

BID FORM**CONTRACT COST PROPOSAL**

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

BRIDGE REPLACEMENT WITH PRECAST PRESTRESSED CONCRETE CORED SLABS

LINE #	ITEM NUMBER	SEC #	DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
1.	0000100000-N	800	MOBILIZATION	L.S.	_____	_____
2.	0030000000-N	SP	BRIDGE APPROACH FILL-SUB REGIONAL TIER, STA. 17+98.00	L.S.	_____	_____
3.	0063000000-N	SP	GRADING	L.S.	_____	_____
4.	0372000000-E	SP	18" RC PIPE CULVERTS, CLASS III	40 LIN. FT.	_____	_____
5.	0528000000-E	SP	18" RC PIPE ELBOWS, CLASS III	4 EACH	_____	_____
6.	1489000000-E	610	ASPHALT CONCRETE BASE COURSE, TYPE B25.0B	500 TONS	_____	_____
7.	1525000000-E	610	ASPHALT CONCRETE SURFACE COURSE, TYPE SF9.5A	250 TONS	_____	_____
8.	1560000000-E	620	ASPHALT BINDER FOR PLANT MIX, TYPE PG64-22	40 TONS	_____	_____
9.	2286000000-N	840	MASONRY DRAINAGE STRUCTURE	2 EACH	_____	_____
10.	2367000000-N	840	FRAM WITH TWO GRATES, STD 840.29	2 EACH	_____	_____
11.	2556000000-E	846	SHOULDER BERM GUTTER	108 LIN. FT.	_____	_____
12.	3030000000-E	862	STEEL BM GUARDRAIL	300 LIN. FT.	_____	_____

LINE #	ITEM NUMBER	SEC #	DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
13.	3195000000-N	862	GR ANCHOR UNITS, TYPE AT-1	2 EACH	_____	_____
14.	3270000000-N	SP	GR ANCHOR UNITS, TYPE 350	2 EACH	_____	_____
15.	3317000000-N	862	GR ANCHOR UNITS, TYPE B-77	4 EACH	_____	_____
16.	3635000000-E	876	RIP RAP, CLASS II	450 TONS	_____	_____
17.	3649000000-E	876	RIP RAP, CLASS B	10 TONS	_____	_____
18.	3656000000-E	876	FILTER FABRIC FOR DRAINAGE	695 S.Y.	_____	_____
19.	6000000000-E	1605	TEMPORARY SILT FENCE	715 LIN. FT.	_____	_____
20.	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	80 TON	_____	_____
21.	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	125 TON	_____	_____
22.	6012000000-E	1610	SEDIMENT CONTROL STONE	220 TON	_____	_____
23.	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200 LIN. FT.	_____	_____
24.	6027000000-N	1622	INLET PROTECTION AT TEMPORARY SLOPE DRAINS	4 EACH	_____	_____
25.	6029000000-E	SP	SAFETY FENCE	190 LIN. FT.	_____	_____
26.	6030000000-E	1630	SILT EXCAVATION	50 C.Y.	_____	_____
27.	6036000000-E	1631	MATting FOR EROSION CONTROL	100 S.Y.	_____	_____
28.	6042000000-E	1632	¼" HARDWARE CLOTH	200 LIN. FT.	_____	_____

LINE #	ITEM NUMBER	SEC #	DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
29.	6070000000-N	SP	SPECIAL STILLING BASINS	8 EACH	_____	_____
30.	6071020000-E	SP	POLYACRYLAMIDE (PAM)	35 LB.	_____	_____
31.	6135000000-E	SP	GENERIC EROSION COTROL ITEM SEEDING AND MULCHING	0.5 ACR	_____	_____
32.	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	9 EACH	_____	_____
33.	8035000000-N	402	REMOVAL EXISTING STRUCTURE AT STATION 17+98.00	L.S.	_____	_____
34.	8105540000-E	SP	3'-6" DIA DRILLED PIERS IN SOIL	35 LIN. FT.	_____	_____
35.	8105640000-E	SP	3'-6" DIA DRILLED PIERS NOT IN SOIL	10 LIN. FT.	_____	_____
36.	8113000000-N	SP	SID INSPECTION	2 EACH	_____	_____
37.	8114000000-N	SP	SPT TESTING	2 EACH	_____	_____
38.	8115000000-N	SP	CROSSHOLE SONIC LOGGING	1 EACH	_____	_____
39.	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION 17+98.00	L.S.	_____	_____
40.	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	88.3 C. Y.	_____	_____
41.	8210000000-N	422	BRIDGE APPROACH SLABS AT STATION 17+98.00	L.S.	_____	_____
42.	8217000000-E	425	REINFORCING STEEL (BRIDGE)	17,899 LB.	_____	_____
43.	8238000000-E	425	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	2041 LB.	_____	_____

LINE #	ITEM NUMBER	SEC #	DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
44.	8364000000-E	SP	HP 12x53 STEEL PILES	280 LIN. FT.	_____	_____
45.	8503000000-E	460	CONCRETE BARRIER RAIL	220 LIN. FT.	_____	_____
46.	8622000000-E	876	FILTER FABRIC FOR DRAINAGE	320 S.Y.	_____	_____
47.	8657000000-N	430	ELASTOMERIC BEARING	L.S.	_____	_____
48.	8762000000-E	430	3'-0"x1'-9" PRESTRESSED CONCRET CORED SLABS	1,210 LIN. FT.	_____	_____

TOTAL PROJECT BID _____

EXECUTION OF PROPOSAL

DATE: _____

In compliance with the foregoing request for proposals and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services for the prices quoted.

TOTAL PROJECT BID: \$ _____

CONTRACTOR: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ PHONE: _____

BY: _____ TITLE: _____
(SIGNATURE)_____
(TYPED OR PRINTED NAME)

CONTRACTOR'S LICENSE NUMBER: _____

“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.”

ACCEPTANCE OF PROPOSAL

AGENCY: N. C. DEPARTMENT OF TRANSPORTATION CITY AND STATE: RALEIGH, NORTH CAROLINA

BY: _____, STATE BRIDGE MANAGEMENT ENGINEER
(SIGNATURE)

12/19/89

AWARD LIMITS ON MULTIPLE PROJECTS

It is the desire of the Proposer to be awarded contracts, the value of which will not exceed a total of \$ _____, for those projects indicated below on which bids are being opened on the same date as shown in the Proposal Form. Individual projects shall be indicated by placing the project number and county in the appropriate place below. Projects not selected will not be subject to an award limit.

(Project Number)_____
(County)_____
(Project Number)_____
(County)_____
(Project Number)_____
(County)_____
(Project Number)_____
(County)

*If a Proposer desires to limit the total amount of work awarded to him in this letting, he shall state such limit in the space provided above in the second line of this form.

It is agreed that in the event that I am (we are) the successful bidder on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated which have a total value not exceeding the award limit and which will result in the best advantage to the Department of Transportation.

**Signature of Authorized Person

**Only those persons authorized to sign bids under the provisions of Article 102-8, Item 7, shall be authorized to sign this form.

Contract Number _____
 County _____

Rev 4-19-11

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

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, and that the Contractor intends to do the work with his own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

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

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

SIGNATURE OF CONTRACTOR

 Full name of Corporation

 Address as Prequalified

Attest _____ By _____
 Secretary/Assistant Secretary President/Vice President/Assistant Vice President
 Select appropriate title *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 Number _____
County _____

Rev 4-19-11

DEBARMENT CERTIFICATION OF CONTRACTOR

Conditions for certification:

1. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that his certification was erroneous when he submitted his debarment certification or explanation that is on file 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 3 herein, the Department may terminate any contract if the Contractor knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction,

Contract Number _____
County _____

Rev 4-19-11

DEBARMENT CERTIFICATION

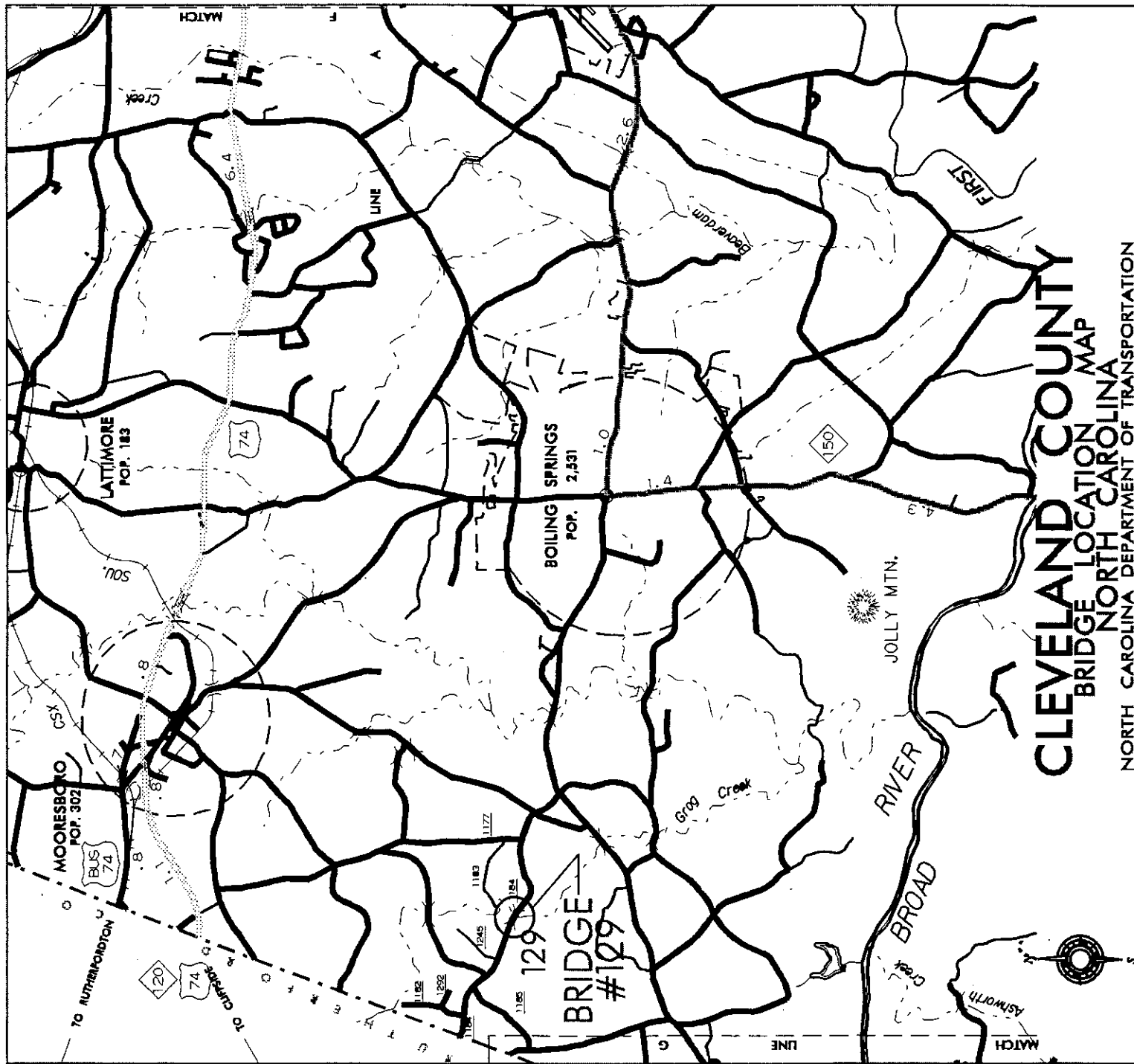
The Contractor certifies to the best of his knowledge and belief, that he and his principals:

- 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. If status changes, will submit a revised Debarment Certification immediately.

If the Contractor 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 Contractor's bid being considered non-responsive.

☐ Check here if an explanation is attached to this certification.



CLEVELAND COUNTY

BRIDGE LOCATION MAP

NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION