



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J.R. "JOEY" HOPKINS
SECRETARY

October 05, 2023

Addendum No. 1

RE: Contract # C204495

WBS # 50146.3.1

FEDERAL AID NO. CMS-0021(020)

Mecklenburg County (C-5621)

DUAL ROUNDABOUTS NORTH AND SOUTH OF SR-5544 (CATAWBA AVE)
AND US-21 INTERSECTION IN CORNELIUS.

October 17, 2023 Letting

To Whom It May Concern:

Reference is made to the proposal and plans furnished to you on this project.

The following revisions have been made to the Roadway Plans.

Sheet No.	Revision
1A	Index of Sheets were placed in correct order – Sheets 7 thru 10 Profile sheets moved ahead of the Right of Way sheets.
4	The crosswalk note in the lower right hand corner was removed.

Please void the above listed Sheets in your Plans and staple the revised Sheets thereto.

The following revision has been made to the Right of Way Plans.

Sheet No.	Revision
RW2E-1	Second Sheet No. RW2D-1 was revised to Sheet RW2E-1 (Title Block corrected)

Please void the above listed Sheet in your Plan and staple the revised Sheet thereto.

The following revisions have been made to the proposal.

Page No.	Revision
Proposal Cover	Note added that reads “Includes Addendum No. 1 Dated 10-05-2023”.
Table of Contents	Updated to reflect change below.
G-4	The Project Special Provisions entitled CONTRACT TIME AND LIQUIDATED DAMAGES and INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES have been revised.
R-2 thru R-3	The Project Special Provision entitled REMOVE AND RESET BRICK CROSSWALK has been deleted.
R-2 thru R-3	The Project Special Provision entitled REMOVE AND RESET BRICK SIDEWALK has been added.
SSP-25 thru SSP-46	Standard Special Provision entitled REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS was revised and subsequent Standard Special Provisions were renumbered.

Please void the above listed existing Pages in your proposal and staple the revised Pages thereto.

On the item sheets the following pay item revisions have been made:

<u>Item</u>	<u>Description</u>	<u>Old Quantity</u>	<u>New Quantity</u>
0037-1891000000-E SP	REMOVE & RESET BRICK CROSSWALK	390 SY	DELETED
0130-5684400000-E 1515	6” LINE STOP WITH BYPASS	3 EA	DELETED
0131-5684600000-E 1515	8” LINE STOP WITH BYPASS	1 EA	DELETED
0132-5685200000-E 1515	16” LINE STOP WITH BYPASS	2 EA	DELETED
0133-5685600000-E 1515	24” LINE STOP WITH BYPASS	2 EA	DELETED
0218-1891000000-E SP	REMOVE & RESET BRICK SIDEWALK	NEW ITEM	390 SY
0219-5684400000-E 1515	6” LINE STOP	NEW ITEM	3 EA

<u>Item</u>	<u>Description</u>	<u>Old Quantity</u>	<u>New Quantity</u>
0220-5684600000-E 1515	8" LINE STOP	NEW ITEM	1 EA
0221-5685200000-E 1515	16" LINE STOP	NEW ITEM	2 EA
0222-5685600000-E 1515	24" LINE STOP	NEW ITEM	2 EA

The Contractor's bid must include these pay item revisions.

The electronic bidding file has been updated to reflect these revisions. Please download the Addendum File and follow the instructions for applying the addendum. Bid Express will not accept your bid unless the addendum has been applied.

The contract will be prepared accordingly.

Sincerely,

DocuSigned by:

F81B6038A47A442...

Ronald E. Davenport, Jr., PE
State Contract Officer

RED/jjr
Attachments

cc: Mr. Boyd Tharrington, PE
Mr. Brett D. Canipe, PE
Mr. Ken Kennedy, PE
Mr. Mike Gwyn
Project File (2)

Mr. Forrest Dungan, PE
Ms. Jaci Kincaid
Mr. Jon Weathersbee, PE

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
RALEIGH, N.C.

PROPOSAL

INCLUDES ADDENDUM NO 1 DATED 10-05-2023

DATE AND TIME OF BID OPENING: **Oct 17, 2023 AT 02:00 PM**

CONTRACT ID C204495
WBS 50146.3.1

FEDERAL-AID NO. CMS-0021(020)
COUNTY MECKLENBURG
T.I.P NO. C-5621
MILES 0.187
ROUTE NO.
LOCATION DUAL ROUNDABOUTS NORTH AND SOUTH OF SR-5544 (CATAWBA AVE)
AND US-21 INTERSECTION IN CORNELIUS.

TYPE OF WORK GRADING, DRAINAGE, PAVING, SIGNALS, AND RETAINING WALLS.

NOTICE:

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

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A ROADWAY & STRUCTURE PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONST. CONTRACTS..... SSP-25
 ON-THE-JOB TRAINING SSP-39
 MINIMUM WAGES..... SSP-42

UNIT PROJECT SPECIAL PROVISIONS

GEOENVIRONMENTAL GV-1
 UTILITY CONSTRUCTION UC-1
 UTILITY BY OTHERS UBO-1
 EROSION CONTROL..... EC-1
 TRAFFIC SIGNALS..... TS-1

PERMITS.....P-1

PROPOSAL ITEM SHEET

ITEM SHEET(S)

injury and property damage in the amount of \$5,000,000 per occurrence and \$5,000,000 general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages that may arise from operating under the contract by the employees and agents of the Contractor.

CONTRACT TIME AND LIQUIDATED DAMAGES:

(8-15-00) (Rev. 5-16-23)

108

SP1 G08 A

The date of availability for this contract is **March 15, 2024, except November 27, 2023 (for Tree Clearing, Clearing & Grubbing Operations and any erosion control necessary for the Clearing & Grubbing Operations)**, except that work in jurisdictional waters and wetlands shall not begin until a meeting between the DOT, Regulatory Agencies, and the Contractor is held as stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time for this project.

The completion date for this contract is **February 28, 2027**.

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

The liquidated damages for this contract are **Two Hundred Dollars (\$200.00)** per calendar day. These liquidated damages will not be cumulative with any liquidated damages which may become chargeable under Intermediate Contract Time Number 1.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

(7-1-95) (Rev. 2-21-12)

108

SP1 G13 A

Except for that work required under the Project Special Provisions entitled *Planting, Reforestation* and/or *Permanent Vegetation Establishment*, included elsewhere in this proposal, the Contractor will be required to complete all work included in this contract and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is **March 15, 2024, except November 27, 2023 March 15, 2024, except November 27, 2023 (for Tree Clearing, Clearing & Grubbing Operations and any erosion control necessary for the Clearing & Grubbing Operations)**.

The completion date for this intermediate contract time is **September 1, 2026**.

The liquidated damages for this intermediate contract time are **Two Thousand Dollars (\$ 2,000.00)** per calendar day.

Upon apparent completion of all the work required to be completed by this intermediate date, a final inspection will be held in accordance with Article 105-17 and upon acceptance, the Department will assume responsibility for the maintenance of all work except *Planting, Reforestation* and/or *Permanent Vegetation Establishment*. The Contractor will be responsible for and shall make corrections of all damages to the completed roadway caused by his planting operations, whether occurring prior to or after placing traffic through the project.

Delete all references to **Section 230 Borrow Excavation (Item 0106)**.

TEMPORARY PAVEMENT:

(8-15-00) (Rev. 4-21-15)

1101

SP2 R30A(Rev)

Construct the temporary pavement required on this project in accordance with the typical sections in the plans or as directed by the Engineer.

After the temporary pavement has served its purpose, remove the portions deemed unsuitable for use as a permanent part of the project as directed by the Engineer. Salvage and stockpile any aggregate base course removed from the temporary pavement locations within the right of way, as directed by the Engineer, for removal by State Forces. Place pavement and earth material removed from the temporary pavement locations in embankments or dispose of in waste areas furnished by the Contractor.

Pipe culverts removed from the temporary pavement locations remain the property of the Contractor. Pipe culverts that are removed will be measured and will be paid at the contract unit price per linear foot for *Pipe Removal*. Payment for the construction of the temporary pavement will be made at the contract unit prices for the various items involved.

No direct payment will be made for removing the aggregate base course, earth material and pavement, as the cost of same shall be included in the lump sum price bid for *Grading*. Such prices and payments will be full compensation for the work of removing, salvaging, and stockpiling aggregate base course; and for placing earth material and pavement in embankments or disposing of earth material and pavement in waste areas.

REMOVE AND RESET BRICK SIDEWALK:

Description

The Contractor shall remove and reset the existing brick sidewalk in areas shown in the plans and as directed by the Engineer.

Construction

Remove existing brick, clean as needed and stockpile until resetting. Replace bricks that are too damaged to be reused or otherwise deemed unacceptable to be reset. After excavating the area where the brick sidewalk will be reset, place a leveling layer of fine aggregate and reset the brick sidewalk in the same pattern and dimensions as the existing sidewalk. No appreciable gaps shall be left around the perimeter of the reset brick sidewalk.

Materials

New bricks that are provided to replace damaged or unacceptable existing bricks shall match as closely as possible the dimensions, color and texture of the existing bricks. New bricks shall meet the approval of the Engineer.

Fine aggregate used for the leveling layer shall be approved by the Engineer.

Measurement and Payment

Remove and Reset Brick Sidewalk will be measured and paid for in units of square yards for the actual number of square yards that have been acceptably reset. Such price and payment includes but is not limited to providing all materials, removing and resetting sidewalk, placing leveling layer, excavating and all labor, tools and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Remove and Reset Brick Sidewalk	Square Yards

RESET EXISTING GRANITE CURB:**Description**

In areas where proposed curb ramps are to be installed and existing granite curbing exists, the contractor shall remove and reset the existing granite curbing to the new profile grade.

Materials

Aggregate base shall meet the requirements of Section 520-2.

Construction Methods

The existing granite curbing shall be removed and stockpiled in a manner that does not damage the existing curb.

The contractor shall excavate material so that the granite curb can be re-installed to proposed grades including the proper grades on any curb ramp flares and bottom openings.

Granite shall be sawcut as needed so that each section will join together with minimal gaps.

The reset curbing shall rest on a layer of compacted aggregate base with a minimum compacted thickness of 6" and a minimum density of 95% or as directed by the Engineer.

All joints at the top of the slab shall be smooth and even and shall not exceed 1/8"

Place a 1/2" expansion joint at the back of the curb where the concrete curb ramp meets the granite curb.

Measurement and Payment

Reset Existing Granite Curb will be measured and paid in linear feet accepted in place, along the surface of the top of the curb. Such price and payment shall include but not be limited to furnishing all labor, equipment and materials necessary to remove, haul, store, saw and reset curb, in accordance with this special provision. Any granite that is damaged by the contractor shall be replaced with like materials at no cost to the Department.

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

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 [29 CFR part 3](#); and

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

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

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 Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

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

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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 the participant 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, the participant 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 one 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 provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. 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.

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

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

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

The Department has established common training classifications and their respective training requirements that may be used by the contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

STANDARD SPECIAL PROVISION
MINIMUM WAGES
GENERAL DECISION NC20230088 01/06/2023 NC88

Z-088

Date: January 6, 2023

General Decision Number: NC20230088 01/06/2023 NC88

Superseded General Decision Numbers: NC20220088

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Alamance	Forsyth	Randolph
Anson	Gaston	Rockingham
Cabarrus	Guilford	Stokes
Chatham	Mecklenburg	Union
Davie	Orange	Yadkin
Durham	Person	

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number

0

Publication Date

01/06/2023

SUNC2014-003 11/14/2014

	Rates	Fringes
BLASTER	18.64	
CARPENTER	13.68 **	.05
CEMENT MASON/CONCRETE FINISHER	13.93 **	
ELECTRICIAN		
Electrician	18.79	2.72
Telecommunications Technician	15.19 **	1.25
IRONWORKER	13.30 **	
LABORER		
Asphalt Raker and Spreader	12.78 **	
Asphalt Screed/Jackman	14.50 **	
Carpenter Tender	12.51 **	.27
Cement Mason/Concrete Finisher Tender	11.04 **	
Common or General	10.40 **	.01
Guardrail/Fence Installer	13.22 **	
Pipelayer	12.43 **	
Traffic Signal/Lighting Installer	15.65 **	.24
PAINTER		
Bridge	23.77	
POWER EQUIPMENT OPERATORS		
Asphalt Broom Tractor	10.00 **	
Bulldozer Fine	16.13 **	
Bulldozer Rough	14.36 **	
Concrete Grinder/Groover	17.92	
Crane Boom Trucks	18.19	
Crane Other	19.83	
Crane Rough/All-Terrain	19.10	
Drill Operator Rock	14.28 **	
Drill Operator Structure	20.89	
Excavator Fine	16.95	
Excavator Rough	13.63 **	
Grader/Blade Fine	19.84	
Grader/Blade Rough	15.47 **	
Loader 2 Cubic Yards or Less	13.31 **	
Loader Greater Than 2 Cubic Yards	16.19 **	
Material Transfer Vehicle (Shuttle Buggy)	15.44 **	
Mechanic	17.51	
Milling Machine	15.22 **	
Off-Road Hauler/Water Tanker	11.83 **	
Oiler/Greaser	14.16 **	
Pavement Marking Equipment	12.05 **	
Paver Asphalt	15.97 **	
Paver Concrete	18.20	
Roller Asphalt Breakdown	12.79 **	
Roller Asphalt Finish	13.76 **	
Roller Other	12.08 **	
Scraper Finish	12.65 **	

	Rates	Fringes
Scraper Rough	11.50 **	
Slip Form Machine	19.60	
Tack Truck/Distributor Operator	14.82 **	
TRUCK DRIVER		
GVWR of 26,000 Lbs or Less	11.45 **	
GVWR of 26,001 Lbs or Greater	13.57 **	.03

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <http://www.dol.gov/agencies/whd/government-contracts>.

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)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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 National Office because National Office has responsibility for the David-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

County: MECKLENBURG

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum	L.S.	
0003	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM 4" PVC CONDUIT	290 LF		
0004	0000995000-E	SP	GENERIC MISCELLANEOUS ITEM HAULING & DISPOSAL OF PETROLEUM CONTAMINATED SOIL	50 TON		
0005	0036000000-E	225	UNDERCUT EXCAVATION	450 CY		
0006	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUBBING	1 ACR		
0007	0063000000-N	SP	GRADING	Lump Sum	L.S.	
0008	0106000000-E	230	BORROW EXCAVATION	36,600 CY		
0009	0195000000-E	265	SELECT GRANULAR MATERIAL	400 CY		
0010	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	3,700 SY		
0011	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	1,000 TON		
0012	0320000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	4,263 SY		
0013	0354000000-E	310	**** RC PIPE CULVERTS, CLASS **** (15", V)	236 LF		
0014	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	2,368 LF		
0015	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	384 LF		
0016	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	444 LF		
0017	0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	440 LF		

County: MECKLENBURG

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0018	0390000000-E	310	36" RC PIPE CULVERTS, CLASS III	408 LF		
0019	0396000000-E	310	42" RC PIPE CULVERTS, CLASS III	572 LF		
0020	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	836 LF		
0021	0453000000-E	310	*** PIPE END SECTION (15")	2 EA		
0022	0453000000-E	310	*** PIPE END SECTION (18")	1 EA		
0023	0582000000-E	310	15" CS PIPE CULVERTS, 0.064" THICK	28 LF		
0024	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (15", 0.064")	2 EA		
0025	0995000000-E	340	PIPE REMOVAL	1,437 LF		
0026	1004500000-E	505	GENERIC GRADING ITEM GEOTEXTILE FOR SUBGRADE STABILIZATION	6,271 SY		
0027	1099500000-E	505	SHALLOW UNDERCUT	1,100 CY		
0028	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	3,499 TON		
0029	1110000000-E	510	STABILIZER AGGREGATE	250 TON		
0030	1121000000-E	520	AGGREGATE BASE COURSE	430 TON		
0031	1308000000-E	607	MILLING ASPHALT PAVEMENT, **** TO ***** (0" TO 3")	1,490 SY		
0032	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	5,100 TON		
0033	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	4,300 TON		
0034	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	4,600 TON		

County: MECKLENBURG

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0035	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	735 TON		
0036	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	530 TON		
0038	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	34 CY		
0039	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	200 LF		
0040	2070000000-N	815	SUBDRAIN PIPE OUTLET	2 EA		
0041	2077000000-E	815	6" OUTLET PIPE	12 LF		
0042	2209000000-E	838	ENDWALLS	3 CY		
0043	2253000000-E	840	PIPE COLLARS	1 CY		
0044	2264000000-E	840	PIPE PLUGS	3 CY		
0045	2275000000-E	SP	FLOWABLE FILL	136 CY		
0046	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	96 EA		
0047	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	139 LF		
0048	2352000000-N	840	FRAME WITH GRATE, STD 840.**** (840.16)	6 EA		
0049	2354000000-N	840	FRAME WITH GRATE, STD 840.22	1 EA		
0050	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	1 EA		
0051	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	6 EA		
0052	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	14 EA		

County: MECKLENBURG

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0053	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	30 EA		
0054	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	29 EA		
0055	2396000000-N	840	FRAME WITH COVER, STD 840.54	10 EA		
0056	2440000000-N	852	CONCRETE TRANSITIONAL SECTION FOR CATCH BASIN	3 EA		
0057	2451000000-N	852	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	5 EA		
0058	2535000000-E	846	*** X *** CONCRETE CURB (8" X 18")	70 LF		
0059	2542000000-E	846	1'-6" CONCRETE CURB & GUTTER	1,720 LF		
0060	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	8,370 LF		
0061	2591000000-E	848	4" CONCRETE SIDEWALK	5,280 SY		
0062	2605000000-N	848	CONCRETE CURB RAMPS	52 EA		
0063	2612000000-E	848	6" CONCRETE DRIVEWAY	100 SY		
0064	2627000000-E	852	4" CONCRETE ISLAND COVER	30 SY		
0065	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	1,870 SY		
0066	2738000000-E	SP	GENERIC PAVING ITEM 12" CONCRETE PARKING LOT CLASS AA	20 SY		
0067	2738000000-E	SP	GENERIC PAVING ITEM 4" JOINTED CONCRETE WITH WIRE MESH (4X4 W3 X W3)	3,210 SY		
0068	2738000000-E	SP	GENERIC PAVING ITEM 7" JOINTED CONCRETE TRUCK APRON (TINTED)	950 SY		

County: MECKLENBURG

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0069	2752000000-E	SP	GENERIC PAVING ITEM RESET EXISTING GRANITE CURB	430 LF		
0070	2753000000-E	846	GENERIC PAVING ITEM 2'-6" CONCRETE CURB & GUTTER (MODIFIED)	550 LF		
0071	2830000000-N	858	ADJUSTMENT OF MANHOLES	1 EA		
0072	2905000000-N	859	CONVERT EXISTING DROP INLET TO JUNCTION BOX	2 EA		
0073	3575000000-E	SP	GENERIC FENCING ITEM PEDESTRIAN SAFETY RAIL	460 LF		
0074	3575000000-E	SP	GENERIC FENCING ITEM WHITE VINYL FENCE, COMPLETE WITH POSTS	120 LF		
0075	3649000000-E	876	RIP RAP, CLASS B	415 TON		
0076	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	1,330 SY		
0077	4048000000-E	902	REINFORCED CONCRETE SIGN FOUNDATIONS	2 CY		
0078	4060000000-E	903	SUPPORTS, BREAKAWAY STEEL BEAM	2,142 LB		
0079	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	950 LF		
0080	4096000000-N	904	SIGN ERECTION, TYPE D	2 EA		
0081	4102000000-N	904	SIGN ERECTION, TYPE E	95 EA		
0082	4108000000-N	904	SIGN ERECTION, TYPE F	35 EA		
0083	4110000000-N	904	SIGN ERECTION, TYPE *** (GROUND MOUNTED) (A)	3 EA		
0084	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE **** (GROUND MOUNTED) (D)	6 EA		

County: MECKLENBURG

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0085	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE **** (GROUND MOUNTED) (E)	6 EA		
0086	4152000000-N	907	DISPOSAL OF SIGN SYSTEM, STEEL BEAM	3 EA		
0087	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U- CHANNEL	37 EA		
0088	4192000000-N	907	DISPOSAL OF SUPPORT, U-CHANNEL	7 EA		
0089	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	221 SF		
0090	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	864 SF		
0091	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	211 SF		
0092	4415000000-N	1115	FLASHING ARROW BOARD	2 EA		
0093	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	1 EA		
0094	4430000000-N	1130	DRUMS	165 EA		
0095	4445000000-E	1145	BARRICADES (TYPE III)	368 LF		
0096	4455000000-N	1150	FLAGGER	570 DAY		
0097	4480000000-N	1165	TMA	1 EA		
0098	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	168 EA		
0099	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	10,577 LF		
0100	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	2,548 LF		
0101	4700000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	137 LF		

County: MECKLENBURG

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0102	4709000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	1,361 LF		
0103	4720000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	41 EA		
0104	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	91 EA		
0105	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	17,795 LF		
0106	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	490 LF		
0107	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	294 LF		
0108	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	8 EA		
0109	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	8,657 LF		
0110	4860000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (8")	245 LF		
0111	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	147 LF		
0112	4875000000-N	1205	REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS	4 EA		
0113	4905100000-N	SP	NON-CAST IRON SNOWPLOWABLE PAVEMENT MARKER	370 EA		
0114	5255000000-N	1413	PORTABLE LIGHTING	Lump Sum	L.S.	
0115	5325600000-E	1510	6" WATER LINE	884 LF		
0116	5325800000-E	1510	8" WATER LINE	1,914 LF		
0117	5326600000-E	1510	16" WATER LINE	1,082 LF		
0118	5327400000-E	1510	24" WATER LINE	795 LF		

County: MECKLENBURG

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0119	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	22,965 LB		
0120	5540000000-E	1515	6" VALVE	13 EA		
0121	5546000000-E	1515	8" VALVE	3 EA		
0122	5558600000-E	1515	16" VALVE	7 EA		
0123	5559400000-E	1515	24" VALVE	2 EA		
0124	5606000000-E	1515	2" BLOW OFF	2 EA		
0125	5648000000-N	1515	RELOCATE WATER METER	7 EA		
0126	5649000000-N	1515	RECONNECT WATER METER	17 EA		
0127	5666000000-N	1515	FIRE HYDRANT	5 EA		
0128	5672000000-N	1515	RELOCATE FIRE HYDRANT	4 EA		
0129	5673000000-E	1515	FIRE HYDRANT LEG	160 LF		
0134	5686500000-E	1515	WATER SERVICE LINE	666 LF		
0135	5691300000-E	1520	8" SANITARY GRAVITY SEWER	1,112 LF		
0136	5709300000-E	1520	6" FORCE MAIN SEWER	1,002 LF		
0137	5769000000-E	1520	DUCTILE IRON SEWER PIPE FITTINGS	465 LB		
0138	5775000000-E	1525	4' DIA UTILITY MANHOLE	4 EA		
0139	5781000000-E	1525	UTILITY MANHOLE WALL 4' DIA	14 LF		

County: MECKLENBURG

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0140	5800000000-E	1530	ABANDON 6" UTILITY PIPE	1,946 LF		
0141	5801000000-E	1530	ABANDON 8" UTILITY PIPE	3,049 LF		
0142	5810000000-E	1530	ABANDON 16" UTILITY PIPE	521 LF		
0143	5813000000-E	1530	ABANDON 24" UTILITY PIPE	319 LF		
0144	5816000000-N	1530	ABANDON UTILITY MANHOLE	2 EA		
0145	5836000000-E	1540	24" ENCASEMENT PIPE	275 LF		
0146	6000000000-E	1605	TEMPORARY SILT FENCE	6,740 LF		
0147	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	440 TON		
0148	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	1,540 TON		
0149	6012000000-E	1610	SEDIMENT CONTROL STONE	1,435 TON		
0150	6015000000-E	1615	TEMPORARY MULCHING	8 ACR		
0151	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	500 LB		
0152	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	2.5 TON		
0153	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200 LF		
0154	6029000000-E	SP	SAFETY FENCE	360 LF		
0155	6030000000-E	1630	SILT EXCAVATION	2,210 CY		
0156	6036000000-E	1631	MATTING FOR EROSION CONTROL	10,975 SY		

County: MECKLENBURG

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0157	6042000000-E	1632	1/4" HARDWARE CLOTH	4,625 LF		
0158	6071012000-E	SP	COIR FIBER WATTLE	70 LF		
0159	6071020000-E	SP	POLYACRYLAMIDE (PAM)	175 LB		
0160	6071030000-E	1640	COIR FIBER BAFFLE	145 LF		
0161	6084000000-E	1660	SEEDING & MULCHING	9 ACR		
0162	6087000000-E	1660	MOWING	9 ACR		
0163	6090000000-E	1661	SEED FOR REPAIR SEEDING	100 LB		
0164	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25 TON		
0165	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	225 LB		
0166	6108000000-E	1665	FERTILIZER TOPDRESSING	6.5 TON		
0167	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR		
0168	6114800000-N	SP	MANUAL LITTER REMOVAL	5 MHR		
0169	6114900000-E	SP	LITTER DISPOSAL	1 TON		
0170	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	75 EA		
0171	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	6 EA		
0172	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION DEVICE	109 EA		
0173	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION DEVICE CLEANOUT	327 EA		

County: MECKLENBURG

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0174	7048500000-E	1705	PEDESTRIAN SIGNAL HEAD (16", 1 SECTION W/COUNTDOWN)	14 EA		
0175	7060000000-E	1705	SIGNAL CABLE	10,360 LF		
0176	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	34 EA		
0177	7132000000-E	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	9 EA		
0178	7229000000-N	SP	APS DETECTOR STATION	8 EA		
0179	7230000000-N	SP	CENTRAL CONTROL UNIT APS DETECTOR STATION	1 EA		
0180	7264000000-E	1710	MESSENGER CABLE (3/8")	1,270 LF		
0181	7288000000-E	1715	PAVED TRENCHING (*****) (1, 2")	70 LF		
0182	7288000000-E	1715	PAVED TRENCHING (*****) (2, 2")	13 LF		
0183	7300000000-E	1715	UNPAVED TRENCHING (*****) (1, 2")	234 LF		
0184	7300000000-E	1715	UNPAVED TRENCHING (*****) (2, 2")	9 LF		
0185	7300000000-E	1715	UNPAVED TRENCHING (*****) (4, 2")	5 LF		
0186	7300000000-E	1715	UNPAVED TRENCHING (*****) (5, 2")	7 LF		
0187	7300000000-E	1715	UNPAVED TRENCHING (*****) (6, 2")	3 LF		
0188	7301000000-E	1715	DIRECTIONAL DRILL (*****) (2, 2")	124 LF		
0189	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	10 EA		
0190	7348000000-N	1716	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	2 EA		

County: MECKLENBURG

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0191	7360000000-N	1720	WOOD POLE	4 EA		
0192	7372000000-N	1721	GUY ASSEMBLY	8 EA		
0193	7420000000-E	1722	2" RISER WITH WEATHERHEAD	4 EA		
0194	7444000000-E	1725	INDUCTIVE LOOP SAWCUT	1,778 LF		
0195	7456000000-E	1726	LEAD-IN CABLE (***** (14-2)	7,750 LF		
0196	7481000000-N	SP	SITE SURVEY	1 EA		
0197	7481240000-N	SP	CAMERA WITHOUT INTERNAL LOOP EMULATOR PROCESSING UNIT	4 EA		
0198	7481260000-N	SP	EXTERNAL LOOP EMULATOR PROCESSING UNIT	1 EA		
0199	7575142060-N	SP	MODIFY RADIO INSTALLATION	2 EA		
0200	7576000000-N	SP	METAL STRAIN SIGNAL POLE	4 EA		
0201	7613000000-N	SP	SOIL TEST	4 EA		
0202	7614100000-E	SP	DRILLED PIER FOUNDATION	40 CY		
0203	7636000000-N	1745	SIGN FOR SIGNALS	20 EA		
0204	7642100000-N	1743	TYPE I POST WITH FOUNDATION	6 EA		
0205	7642200000-N	1743	TYPE II PEDESTAL WITH FOUNDATION	16 EA		
0206	7684000000-N	1750	SIGNAL CABINET FOUNDATION	1 EA		
0207	7696000000-N	1751	CONTROLLERS WITH CABINET (***** (2070LX W/ ASC/3 BASE MTD)	1 EA		

County: MECKLENBURG

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0208	7744000000-N	1751	DETECTOR CARD (TYPE 170)	9 EA		
0209	7901000000-N	1753	CABINET BASE EXTENDER	1 EA		
0210	7980000000-N	SP	GENERIC SIGNAL ITEM ETHERNET EDGE SWITCH	1 EA		
0211	7980000000-N	SP	GENERIC SIGNAL ITEM PEDESTAL WITH PORTABLE BASE RELOCATION	6 EA		
0212	7980000000-N	SP	GENERIC SIGNAL ITEM PROTECTIVE COATING FOR PUSHBUTTON POST	6 EA		
0213	7980000000-N	SP	GENERIC SIGNAL ITEM PROTECTIVE COATING FOR SIGNAL PEDESTAL	16 EA		
0214	7980000000-N	SP	GENERIC SIGNAL ITEM PROTECTIVE COATING FOR STRAIN POLE	4 EA		
0215	7980000000-N	SP	GENERIC SIGNAL ITEM RECTANGULAR RAPID FLASHING BEACON ASSEMBLY	6 EA		
0216	7980000000-N	SP	GENERIC SIGNAL ITEM TYPE II PEDESTAL WITH PORTABLE BASE	6 EA		
0218	1891000000-E	SP	GENERIC PAVING ITEM REMOVE & RESET BRICK SIDEWALK	390 SY		
0219	5678400000-E	1515	6" LINE STOP	3 EA		
0220	5678600000-E	1515	8" LINE STOP	1 EA		
0221	5679200000-E	1515	16" LINE STOP	2 EA		
0222	5679600000-E	1515	24" LINE STOP	2 EA		
WALL ITEMS						
0217	8802030000-E	454	SEGMENTAL GRAVITY RETAINING WALLS	260.33 SF		

PROJECT REFERENCE NO. <i>C-5621</i>	SHEET NO. <i>1A</i>
9/21/2023	

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED



INDEX OF SHEETS

SHEET NUMBER	SHEET
1	TITLE SHEET
1A	INDEX OF SHEETS, GENERAL NOTES, AND STANDARD DRAWINGS
1B	CONVENTIONAL SYMBOLS
2A-1 THRU 2A-7	PAVEMENT SCHEDULE AND TYPICAL SECTIONS
2B-1	MONOLITHIC CONCRETE ISLAND DETAIL SHEET
2B-2 THRU 2B-3	ROUNDBOUT DETAIL SHEETS
2B-4 THRU 2B-5	SHEAR POINT DIAGRAMS
2B-6	-DRIVE1- DETAIL SHEET
2B-7	-Y8- DETAIL SHEET
2B-8	DRIVEWAY WIDENING DETAIL SHEET
2B-9	RETAINING WALL DETAIL SHEET
2C-1	CURB RAMPS - MEDIUM OR TURN LANE ISLANDS
2C-2	CURB RAMPS - DIRECTIONAL RAMPS
2C-3	PIPE HANDRAIL MOUNTED ON A WALL
2C-4	1'- 6" CURB & GUTTER TRANSITION SECTION
2C-5	CONVERTING EXISTING DI, CB, OTCB, OR GI TO JUNCTION BOX (MANHOLE OPTIONAL)
2C-6	CONCRETE GRATED DROP INLET TYPE 'A' MINIMUM DEPTH
3B-1	SUMMARY OF EARTHWORK, ASPHALT PAVEMENT REMOVAL, ASPHALT PAVEMENT BREAKING, AND CONCRETE PAVEMENT REMOVAL
3D-1 THRU 3D-4	DRAINAGE SUMMARY SHEETS
3G-1	GEOTECHNICAL SUMMARY
3P-1	PARCEL INDEX SHEET
3P-2	RIGHT OF WAY AREA DATA SHEET
4 THRU 6	PLAN SHEETS
7 THRU 10	PROFILE SHEETS
RW01	RIGHT OF WAY TITLE SHEET
RW02D-1 THRU RW02E-1	SURVEY CONTROL SHEETS
RW04 THRU RW06	RIGHT OF WAY PLAN SHEETS
TMP-1 THRU TMP-15	TRAFFIC MANAGEMENT PLANS
PMP-1 THRU PMP-4	PAVEMENT MARKING PLANS
EC-1 THRU EC-9	EROSION CONTROL PLANS
SIGN-1 THRU SIGN-9	SIGNING PLANS
SIG-1 THRU SIG-8	TRAFFIC SIGNAL PLANS
SIG-M1 THRU SIG-M8	STANDARD DRAWINGS FOR ALL METAL POLES
SIG-SCP1 THRU SIG-SCP2	SIGNAL WIRELESS COMMUNICATIONS PLANS
UD-1 THRU UD-6A	UTILITY BY OTHERS PLANS
UC-1 THRU UC-11	UTILITY CONSTRUCTION PLANS
W-1	RETAINING WALL PLANS
X-1A THRU X-1B	CROSS-SECTION SUMMARY SHEETS
X-1 THRU X-23	CROSS-SECTIONS

GENERAL NOTES

GRADING AND SURFACING OR RESURFACING AND WIDENING:
THE GRADE LINES SHOWN DENOTE THE FINISHED ELEVATION OF THE PROPOSED SURFACING AT GRADE POINTS SHOWN ON THE TYPICAL SECTIONS. WHERE NO GRADE LINES ARE SHOWN, THE PROFILES SHOWN DENOTE THE TOP ELEVATION OF THE EXISTING PAVEMENT ALONG THE CENTER LINE OF SURVEY ON WHICH THE PROPOSED RESURFACING WILL BE PLACED. GRADE LINES MAY BE ADJUSTED BY THE ENGINEER IN ORDER TO SECURE A PROPER TIE-IN.

GRADING:
THE GRADE LINES SHOWN DENOTE THE FINISHED ELEVATION OF THE PROPOSED OR FUTURE SURFACING AT GRADE POINTS SHOWN ON THE TYPICAL SECTIONS. GRADE LINES MAY BE ADJUSTED AT THEIR BEGINNING AND ENDING AND AT STRUCTURES AS DIRECTED BY THE ENGINEER IN ORDER TO SECURE A PROPER TIE-IN.

CLEARING:
CLEARING ON THIS PROJECT SHALL BE PERFORMED TO THE LIMITS ESTABLISHED BY METHOD 11.

SUPERELEVATION:
ALL CURVES ON THIS PROJECT SHALL BE SUPERELEVATED IN ACCORDANCE WITH STD. NO. 225.04 USING THE RATE OF SUPERELEVATION AND RUNOFF SHOWN ON THE PLANS. SUPERELEVATION IS TO BE REVOLVED ABOUT THE GRADE POINTS SHOWN ON THE TYPICAL SECTIONS.

SHOULDER CONSTRUCTION:
ASPHALT, EARTH, AND CONCRETE SHOULDER CONSTRUCTION ON THE HIGH SIDE OF SUPERELEVATED CURVES SHALL BE IN ACCORDANCE WITH STD. NO. 560.01

SIDE ROADS:
THE CONTRACTOR WILL BE REQUIRED TO DO ALL NECESSARY WORK TO PROVIDE SUITABLE CONNECTIONS WITH ALL ROADS, STREETS, AND DRIVES ENTERING THIS PROJECT. THIS WORK WILL BE PAID FOR AT THE CONTRACT UNIT PRICE FOR THE PARTICULAR ITEMS INVOLVED.

SUBSURFACE DRAINS:
SUBSURFACE DRAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STD. NO. 815.02 AT LOCATIONS DIRECTED BY THE ENGINEER.

DRIVEWAYS:
DRIVEWAYS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STD. 848.02 USING 3 FOOT RADIUS OR RADIUS AS SHOWN ON THE PLANS. LOCATIONS OF DRIVES WILL BE AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

STREET TURNOUT:
STREET RETURNS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STD. NO. 848.04 USING THE RADIUS NOTED ON PLANS.

TEMPORARY SHORING:
SHORING REQUIRED FOR THE MAINTENANCE OF TRAFFIC WILL BE PAID FOR AS "EXTRA WORK" IN ACCORDANCE WITH SECTION 104-7.

UTILITIES:
UTILITY OWNERS ON THIS PROJECT ARE ENERGY UNITED, ELECTRICITIES OF NC, DOMINION ENERGY, AT&T, SPECTRUM/CHARTER, LUMEN, SEGRA, TDS TELECOM, VERIZON, VERIZON WIRELESS
ANY RELOCATION OF EXISTING UTILITIES WILL BE ACCOMPLISHED BY OTHERS.

RIGHT-OF-WAY MARKERS:
ALL RIGHT-OF-WAY MARKERS ON THIS PROJECT SHALL BE PLACED BY OTHERS.

CURB RAMPS:
CURB RAMPS ARE SHOWN ON THE PLANS AT APPROXIMATE LOCATIONS. CONSTRUCT ALL CURB RAMPS ACCORDANCE WITH STD 848.05 and/or 848.06.

STANDARD DRAWINGS

2018 ROADWAY ENGLISH STANDARD DRAWINGS

The following Roadway Standards as appear in "Roadway Standard Drawings" Highway Design Branch - N. C. Department of Transportation - Raleigh, N. C., Dated January, 2018 are applicable to this project and by reference hereby are considered a part of these plans:

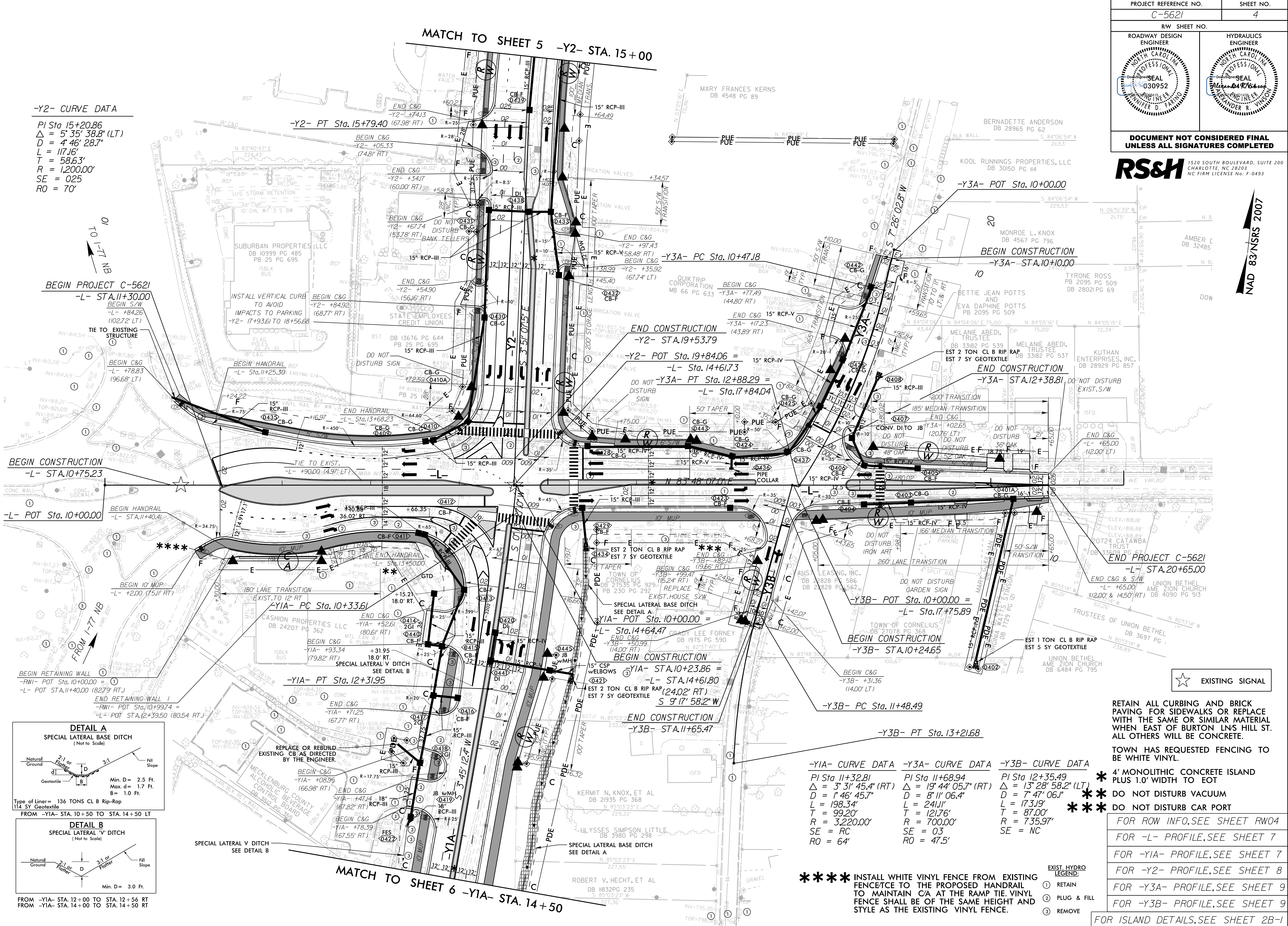
STD. NO.	TITLE
DIVISION 2 - EARTHWORK	
200.02	Method of Clearing - Method 11
225.02	Guide for Grading Subgrade - Secondary and Local
225.04	Method of Obtaining Superelevation - Two Lane Pavement
DIVISION 3 - PIPE CULVERTS	
300.01	Method of Pipe Installation
310.02	Parallel Pipe End Section - Precast Concrete Section for 15" to 24" Pipe
310.03	Cross Pipe End Section - Precast Concrete Section for 18" to 30" Pipe
310.10	Driveway Pipe Construction
DIVISION 5 - SUBGRADE, BASES AND SHOULDERS	
560.01	Method of Shoulder Construction - High Side of Superelevated Curve - Method 1
DIVISION 6 - ASPHALT BASES AND PAVEMENTS	
654.01	Pavement Repairs
DIVISION 8 - INCIDENTALS	
815.02	Subsurface Drain
840.00	Concrete Base Pad for Drainage Structures
840.01	Brick Catch Basin - 12" thru 54" Pipe
840.02	Concrete Catch Basin - 12" thru 54" Pipe
840.03	Frame, Grates and Hood - for Use on Standard Catch Basin
840.14	Concrete Drop Inlet - 12" thru 30" Pipe
840.15	Brick Drop Inlet - 12" thru 30" Pipe
840.16	Drop Inlet Frame and Grates - for use with Std. Dwg 840.14 and 840.15
840.17	Concrete Grated Drop Inlet Type 'A' - 12" thru 72" Pipe
840.18	Concrete Grated Drop Inlet Type 'B' - 12" thru 36" Pipe
840.22	Frames and Wide Slot Sag Grates
840.24	Frames and Narrow Slot Sag Grates
840.25	Anchorages for Frames - Brick/Concrete/Precast Concrete
840.26	Brick Grated Drop Inlet Type 'A' - 12" thru 72" Pipe
840.27	Brick Grated Drop Inlet Type 'B' - 12" thru 36" Pipe
840.29	Frames and Narrow Slot Flat Grates
840.31	Concrete Junction Box - 12" thru 66" Pipe
840.32	Brick Junction Box - 12" thru 66" Pipe
840.45	Precast Drainage Structure
840.54	Manhole Frame and Cover
840.66	Drainage Structure Steps
840.71	Concrete and Brick Pipe Plug
840.72	Pipe Collar
846.01	Concrete Curb, Gutter and Curb & Gutter
848.01	Concrete Sidewalk
848.02	Driveway Turnout - Radius Type
848.04	Street Turnout
848.05	Curb Ramp - Proposed Curb & Gutter
848.06	Curb Ramp - Existing Curb & Gutter
852.01	Concrete Islands
852.04	Method for Placement of Drop Inlets in Grasses Median - Using 1'-6" Curb and Gutter
852.06	Method for Placement of Drop Inlets in Concrete Islands
876.02	Guide for Rip Rap at Pipe Outlets
876.04	Drainage Ditches with Class 'B' Rip Rap

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

RS&H
1520 SOUTH BOULEVARD, SUITE 200
CHARLOTTE, NC 28203
NC FIRM LICENSE NO. F-0493

NAD 83/NSRS 2007

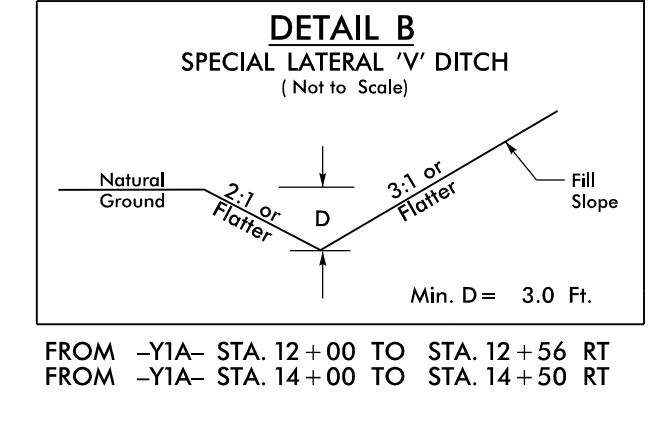
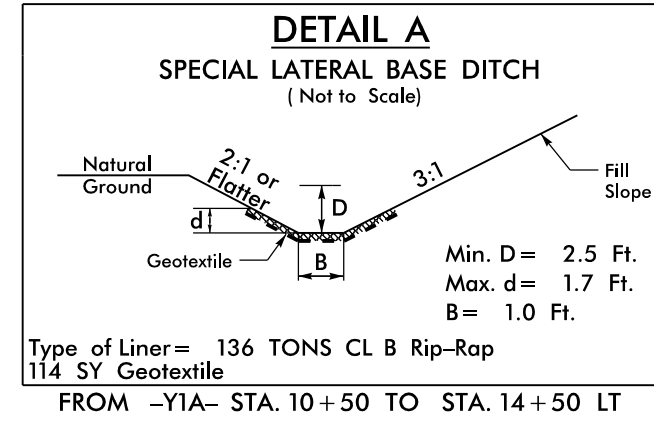
-Y2- CURVE DATA
 PI Sta 15+20.86
 $\Delta = 5' 35'' 38.8''$ (LT)
 $D = 4' 46'' 28.7''$
 $L = 117.16'$
 $T = 58.63'$
 $R = 1,200.00'$
 $SE = 025$
 $RO = 70'$



BEGIN PROJECT C-5621
 -L- STA.11+30.00
 BEGIN S/W
 -L- +84.26
 (102.72' LT)
 TIE TO EXISTING STRUCTURE

BEGIN CONSTRUCTION
 -L- STA.10+75.23
 -L- POT Sta.10+00.00
 BEGIN HANDRAIL
 -L- STA.11+40.41

BEGIN RETAINING WALL
 -RWI- POT Sta.10+00.00 = ①
 -L- POT STA.11+40.00 (82.79' RT)
 END RETAINING WALL I
 -RWI- POT Sta.10+99.74 = ①
 -L- POT STA.12+39.50 (80.54' RT)



-Y1A- CURVE DATA	-Y3A- CURVE DATA	-Y3B- CURVE DATA
PI Sta 11+32.81	PI Sta 11+68.94	PI Sta 12+35.49
$\Delta = 3' 31'' 45.4''$ (RT)	$\Delta = 19' 44'' 05.7''$ (RT)	$\Delta = 13' 28'' 58.2''$ (LT)
$D = 1' 46'' 45.7''$	$D = 8' 11'' 06.4''$	$D = 7' 47'' 06.1''$
$L = 198.34'$	$L = 241.11'$	$L = 173.19'$
$T = 99.20'$	$T = 121.76'$	$T = 87.00'$
$R = 3,220.00'$	$R = 700.00'$	$R = 735.97'$
$SE = RC$	$SE = 03$	$SE = NC$
$RO = 64'$	$RO = 47.5'$	

EXIST. HYDRO LEGEND:

- ① RETAIN
- ② PLUG & FILL
- ③ REMOVE

RETAIN ALL CURBING AND BRICK PAVING FOR SIDEWALKS OR REPLACE WITH THE SAME OR SIMILAR MATERIAL WHEN EAST OF BURTON LMS HILL ST. ALL OTHERS WILL BE CONCRETE.

TOWN HAS REQUESTED FENCING TO BE WHITE VINYL.

*** DO NOT DISTURB VACUUM

*** DO NOT DISTURB CAR PORT

FOR ROW INFO, SEE SHEET RW04

FOR -L- PROFILE, SEE SHEET 7

FOR -Y1A- PROFILE, SEE SHEET 7

FOR -Y2- PROFILE, SEE SHEET 8


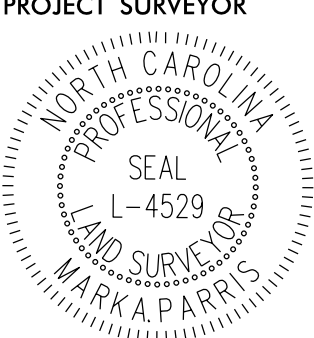
FOR -Y3A- PROFILE, SEE SHEET 9

FOR -Y3B- PROFILE, SEE SHEET 9

FOR ISLAND DETAILS, SEE SHEET 2B-1

REVISIONS

8.17.799
 04-OCT-2023 10:49 R:\Road\C5621\C5621.Rdw_psh_4.dgn

PROJECT REFERENCE NO.	SHEET NO.
C-5621	RW02E-1
Location and Surveys	
	
PROJECT SURVEYOR 	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

ROW MARKER IRON PIN AND CAP-E				
ALIGN	STATION	OFFSET	NORTH	EAST
L	11+44.23	85.58	636127.3225	1442305.8229
L	12+44.50	85.50	636138.2262	1442405.4986
L	12+44.50	75.01	636148.6536	1442404.3646
L	15+50.00	-54.75	636310.6399	1442694.0706
L	15+87.54	-51.75	636311.7105	1442731.7150
L	16+61.12	-51.75	636319.6550	1442804.8690
L	16+67.78	-50.15	636318.7856	1442811.6582
L	18+02.88	40.10	636243.6464	1442955.7180
L	18+10.33	39.00	636245.5442	1442962.9966
L	18+67.17	-43.26	636333.4609	1443010.6309
L	20+10.00	-30.00	636335.6988	1443154.0539
L	20+51.90	30.00	636280.5737	1443202.1910

ROW MARKER PERMANENT EASEMENT-E				
ALIGN	STATION	OFFSET	NORTH	EAST
Y2	11+63.00	-72.10	637064.4344	1442664.0475
Y2	13+63.00	-57.00	636864.9857	1442642.8780
Y2	14+62.00	59.00	636769.5578	1442523.9221
Y2	14+90.00	-61.00	636739.3268	1442643.3632
Y2	14+94.68	62.50	636735.3003	1442519.8402
Y2	15+62.00	-57.50	636670.8302	1442641.4214
Y2	15+74.50	-413.10	636681.3911	1442997.0040
Y2	15+79.40	62.50	636646.2359	1442522.6853
Y2	15+81.22	-412.09	636676.2987	1442996.3221
Y2	15+84.16	-162.46	636656.5953	1442747.4562
Y2	15+89.18	-161.96	636651.5544	1442747.2926
Y2	15+92.55	-57.61	636641.1799	1442643.4071
Y2	16+70.00	54.00	636556.4077	1442537.2530
Y2	16+70.00	62.50	636555.8366	1442528.7722
Y2	17+00.00	62.50	636525.9044	1442530.7876
Y2	17+00.00	54.00	636526.4755	1442539.2684
Y2	18+75.38	62.50	636350.9206	1442542.5698
Y2	18+97.00	-57.50	636337.4112	1442663.7512
Y2	19+03.00	73.25	636322.6408	1442533.6996

ROW MARKER PERMANENT EASEMENT-E				
ALIGN	STATION	OFFSET	NORTH	EAST
L	15+50.00	-61.00	636316.8534	1442693.3959
L	15+54.99	50.20	636206.8374	1442710.3605
L	15+55.00	65.00	636192.1297	1442711.9703
L	17+22.00	-60.00	636334.4293	1442864.4984
L	17+22.00	-71.50	636345.8621	1442863.2568
L	17+57.00	-71.00	636349.1438	1442898.1062
L	18+78.56	-963.24	637249.2933	1442922.6275
L	18+89.96	-385.64	636676.2987	1442996.3221
L	18+91.19	-390.63	636681.3911	1442997.0040
L	19+76.14	205.32	636098.1027	1443145.7961
L	19+85.87	207.56	636096.9186	1443155.7156
L	20+16.32	31.33	636275.4145	1443165.9620
L	20+26.68	30.94	636276.9155	1443177.2113

ROW MARKER IRON PIN AND CAP-E				
ALIGN	STATION	OFFSET	NORTH	EAST
Y2	11+08.38	40.72	637128.3524	1442555.3523
Y2	11+70.00	46.96	637061.0570	1442544.8284
Y2	11+71.23	-46.50	637056.9826	1442638.2126
Y2	11+79.38	-46.50	637048.8406	1442637.9650
Y2	12+03.00	45.27	637028.0208	1442545.5169
Y2	12+69.38	40.50	636961.5278	1442548.2697
Y2	12+69.38	-40.50	636959.0646	1442629.2323
Y2	13+94.81	40.50	636836.1544	1442544.4560
Y2	14+62.26	-40.50	636766.2784	1442623.3699
Y2	14+94.68	52.50	636735.2667	1442529.8402
Y2	15+79.40	-40.50	636653.1550	1442625.4527
Y2	15+79.40	52.50	636646.9077	1442532.6627
Y2	16+34.57	-40.50	636598.1066	1442629.1592
Y2	16+84.69	-57.70	636549.2584	1442649.6904
Y2	16+97.46	-57.53	636536.4978	1442650.3744
Y2	17+45.51	-52.49	636488.2260	1442648.5796
Y2	18+03.45	-366.64	636451.5225	1442965.9074
Y2	18+39.51	-351.74	636414.5391	1442953.4606
Y2	18+75.38	52.50	636351.5890	1442552.5475
Y2	19+00.00	-52.50	636334.0821	1442658.9640
Y2	19+09.21	65.68	636316.9502	1442541.6723

ROW MARKER IRON PIN AND CAP-E				
ALIGN	STATION	OFFSET	NORTH	EAST
Y7	11+70.00	26.00	637255.6286	1442801.4958
Y7	11+84.00	-30.00	637310.8999	1442817.7246

ROW MARKER IRON PIN AND CAP-E				
ALIGN	STATION	OFFSET	NORTH	EAST
Y1A	11+82.13	-59.50	636061.6268	1442670.2683
Y1A	12+08.92	-59.50	636034.3859	1442668.7905
Y1A	13+07.73	-47.50	635936.1441	1442650.4037
Y1A	13+13.53	-47.50	635930.3547	1442650.0239
Y1A	17+40.00	-53.32	635504.4196	1442627.9143

ROW MARKER PERMANENT EASEMENT-E				
ALIGN	STATION	OFFSET	NORTH	EAST
Y7	11+21.50	-101.00	637372.6890	1442726.5632
Y7	11+30.00	-101.00	637376.1314	1442739.9931
Y7	11+35.00	-33.75	637311.8260	1442760.8768
Y7	11+48.00	-31.09	637311.5677	1442776.7300
Y7	11+54.00	75.00	637206.4378	1442791.7454
Y7	12+92.00	26.00	637249.2933	1442922.6275
Y7	14+04.00	20.00	637263.1329	1443040.8940

ROW MARKER PERMANENT EASEMENT-E				
ALIGN	STATION	OFFSET	NORTH	EAST
Y1A	11+40.00	-110.00	636102.6326	1442722.5998
Y1A	11+82.13	-69.50	636061.1306	1442680.2560
Y1A	12+08.92	-69.50	636033.8026	1442678.7734
Y1A	13+05.00	95.00	635948.1961	1442508.3880
Y1A	13+05.00	80.21	635947.2280	1442523.1452
Y1A	13+07.73	-57.50	635935.4888	1442660.3822
Y1A	13+21.00	95.00	635932.2304	1442507.3406
Y1A	13+31.00	79.68	635921.2489	1442521.9744
Y1A	15+70.00	-87.97	635671.7867	1442673.6185
Y1A	16+10.00	-90.42	635631.7124	1442673.4403
Y1A	16+10.60	-320.75	635616.0355	1442903.2441
Y1A	16+20.46	-322.48	635606.0879	1442904.3245
Y1A	16+42.11	-95.08	635599.3625	1442675.9925
Y1A	16+45.00	-80.43	635597.4412	1442661.1833
Y1A	16+45.00	-95.50	635596.4547	1442676.2219
Y1A	16+54.64	-77.68	635588.0014	1442657.8071
Y1A	17+30.00	-56.17	635514.2114	1442631.4163
Y1A	17+30.00	-111.00	635510.6223	1442686.1242

ROW MARKER IRON PIN AND CAP-E				
ALIGN	STATION	OFFSET	NORTH	EAST
RA1	10+80.00	-65.50	635424.8272	1442680.6389
RA1	11+17.00	-70.00	635347.1790	1442681.6869

ROW MARKER IRON PIN AND CAP-E				
ALIGN	STATION	OFFSET	NORTH	EAST
Y3A	11+03.29	27.15	636451.5225	1442965.9074
Y3A	11+53.87	29.93	636414.5391	1442953.4606

ROW MARKER PERMANENT EASEMENT-E				
ALIGN	STATION	OFFSET	NORTH	EAST
RA1	12+68.00	-94.71	635349.7774	1442410.6682
RA1	13+03.00	-69.31	635431.0277	1442436.3622

ROW MARKER IRON PIN AND CAP-E				
ALIGN	STATION	OFFSET	NORTH	EAST
Y1B	11+17.00	-57.50	635265.1371	1442596.8658
Y1B	11+62.01	-47.69	635219.2656	1442576.0000
Y1B	11+75.74	-47.50	635204.9667	1442571.5893
Y1B	13+21.43	-47.50	635061.5815	1442504.8076
Y1B	13+96.48	-37.56	635003.0127	1442448.5872

ROW MARKER IRON PIN AND CAP-E				
ALIGN	STATION	OFFSET	NORTH	EAST
RA2	10+50.00	65.00	637129.5448	1442748.5603
RA2	11+65.00	50.00	637312.9730	1442690.2370
RA2	12+88.00	60.00	637194.1011	1442533.5892

ROW MARKER PERMANENT EASEMENT-E				
ALIGN	STATION	OFFSET	NORTH	EAST
Y3A	11+99.06	34.30	636374.8949	1442935.9809

ROW MARKER PERMANENT EASEMENT-E				
ALIGN	STATION	OFFSET	NORTH	EAST
RA2	10+50.00	75.00	637123.1384	1442756.2386
RA2	10+89.42	67.64	637204.7331	1442780.1277
RA2	12+88.00	70.00	637192.8074	1442523.6732

ROW MARKER PERMANENT EASEMENT-E				
ALIGN	STATION	OFFSET	NORTH	EAST
Y4	10+70.00	45.00	635430.2954	1442368.5417
Y4	10+70.00	25.00	635449.3935	1442374.4801
Y4	11+10.00	45.00	635418.4186	1442406.7378
Y4	11+34.54	24.16	635431.0277	1442436.3622

ROW MARKER IRON PIN AND CAP-E				
ALIGN	STATION	OFFSET	NORTH	EAST
Y6	11+90.00	-30.00	637409.4273	1442540.9537
Y6	11+90.00	52.09	637358.1895	1442476.8197
Y6	12+22.60	50.39	637333.7808	1442498.4957
Y6	12+77.00	-30.00	637341.4559	1442595.2573
Y6	12+85.41	44.77	637288.2164	1442542.0909

ROW MARKER PERMANENT EASEMENT-E				
ALIGN	STATION	OFFSET	NORTH	EAST
Y1B	11+26.50	-55.05	635255.3210	1442592.3987
Y1B	11+27.54	-65.04	635252.1229	1442601.9319
Y1B	11+62.01	-57.50	635216.6129	1442585.4416
Y1B	13+21.43	-57.50	635056.1609	1442513.2110
Y1B	14+21.71	-45.67	634979.8218	1442440.2930

ROW MARKER PERMANENT EASEMENT-E				
ALIGN	STATION	OFFSET	NORTH	EAST
Y6	12+71.12	46.05	637298.5860	1442532.1694

NOTES:

- IF FURTHER INFORMATION REGARDING PROJECT CONTROL IS NEEDED PLEASE CONTACT THE LOCATION AND SURVEYS UNIT.
- PROJECT CONTROL WAS ESTABLISHED USING GNSS, THE GLOBAL NAVIGATION SATELLITE SYSTEM.
- RIGHT OF WAY MONUMENTATION ESTABLISHED 03/07/2023 TO 03/09/2023 .

I, Mark A. Paris, certify that the right of way and permanent easement monumentation for this project shown herein was completed under my direct and responsible charge from an actual survey made under my supervision; that all horizontal closures had a