



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J.R. "JOEY" HOPKINS
SECRETARY

April 3, 2024

Addendum No. 2

RE: Contract # C204204

WBS # 46932.3.1

STATE FUNDED

Wake County (P-5720)

GRADE SEPARATION OF SR-2006 (DURANT ROAD) OVER CSX S LINE
RAILROAD IN RALEIGH

April 16, 2024 Letting

To Whom It May Concern:

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

The following revisions have been made to the proposal.

Page No.	Revision
Proposal Cover	Note added that reads "Includes Addendum No. 2 Dated 04-03-2024".
Table of Contents	Updated to reflect revisions below.
G-1 thru G-62	The Project Special Provision entitled FEDERAL RAILROAD ADMINISTRATION CONTRACTOR PROVISIONS has been updated.
G-63 thru G-68 (New)	The Project Special Provision entitled FEDERAL RAILROAD ADMINISTRATION CONTRACTOR PROVISIONS has been updated.
G-68 (New)	The Project Special Provision entitled NOTES TO CONTRACTOR has been revised.

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

Staple New Pages G-63 thru G-68 after revised G-62 in your proposal.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
CONTRACT STANDARDS AND DEVELOPMENT
1591 MAIL SERVICE CENTER
RALEIGH, NC 27699-1591

Telephone: (919) 707-6900
Fax: (919) 250-4127
Customer Service: 1-877-368-4968

Location:
1020 BIRCH RIDGE DR.
RALEIGH, NC 27610

Website: www.ncdot.gov

Please note that the document “FEDERAL RAILROAD ADMINISTRATION EXHIBITS A-C” was added on April 3, 2024 to the Central Letting page. Document can be located at “Plans and Proposals/WAKE_P-5720_C204204/Supplemental Information/

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>
0015-0248000000-N SP	TYPE 1 BRIDGE APPROACH FILL, STA 32+23.01 -L-	LUMP SUM	DELETED
0230-0248000000-N SP	TYPE 2 BRIDGE APPROACH FILL, STA 32+23.01 -L-	NEW ITEM	LUMP SUM

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:

 52C46046381F443...

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

RED/cms
 Attachments

cc: Mr. Boyd Tharrington, PE
 Mr. Brandon H. Jones, PE
 Mr. Ken Kennedy, PE
 Mr. Malcolm Bell

Mr. Forrest Dungan, PE
 Ms. Jaci Kincaid
 Mr. Jon Weathersbee, PE
 Project File (2)

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

PROPOSAL

INCLUDES ADDENDUM No. 2 DATED 04-03-2024

DATE AND TIME OF BID OPENING: **Apr 16, 2024 AT 02:00 PM**

CONTRACT ID C204204
WBS 46932.3.1

FEDERAL-AID NO. STATE FUNDED
COUNTY WAKE
T.I.P NO. P-5720
MILES 0.677
ROUTE NO. SR-2006
LOCATION GRADE SEPARATION OF SR-2006 (DURANT ROAD) OVER CSX S LINE RAILROAD IN RALEIGH.

TYPE OF WORK GRADING, DRAINAGE, PAVING, SIGNALS, AND STRUCTURES.

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

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PROJECT SPECIAL PROVISIONS**GENERAL****FEDERAL RAILROAD ADMINISTRATION CONTRACTOR PROVISIONS:**

March 2024

1. Introduction

By entering into this Agreement with the State, the Contractor agrees to comply with these terms and conditions, including applicable federal funding-specific clauses in Section 32 of this Federal Railroad Administration (FRA) Contractor Provisions attachment and all applicable federal and State laws and regulations, including those identified in this FRA Contractor Provision attachment. The Contractor will ensure compliance with all terms of this Agreement and all of its parts for all tiers of subcontracts under this Agreement, as appropriate. Unless otherwise provided, the Department and the Contractor are defined individually as “Party” and collectively as “Parties” in this FRA Contractor Provision attachment.

When the Contractor is required to assist the Department in complying with a regulation, law, or contractual clause, the Department will provide notice of such obligation to the Contractor in writing. Notice of a number of these requirements is set out herein. However, the failure of this Agreement to expressly identify federal law applicable to the Contractor or activities under this Agreement does not make that law inapplicable.

2. Definitions

- A. “Agreement” means this Supplemental Agreement No. 2 to the Durant Road Grade Separation Construction and Maintenance Agreement, including all attachments, exhibits, and amendments.
- B. “Approved Project Budget” means the most recently dated written statement, approved in writing by the Department, of the estimated total cost of the Project.
- C. “Authorized Representative” means the persons able and authorized to communicate on behalf of their respective organization, perform the referenced action, or commit the organization to the referenced action, pursuant to the organization’s internal policies, procedures, or reporting structure.
- D. “Department” means the North Carolina Department of Transportation.
- E. “Contractor” means any Party to this Agreement that is not the Department, including all subcontractors.
- F. “Department Project Manager” means the Department employee responsible for leading the planning, executing, monitoring, controlling, or closing for the Project referenced in this Agreement.
- G. “Effective Date” means the execution date for this Agreement.

- H. “Federal Railroad Administration” or “FRA” means the operating administration of the U.S. Department of Transportation and the Federal Awarding Agency for the monies that either wholly or partially fund this Agreement.
- I. “Grant” as used in this Agreement means funding awarded to the Department for the Project through the Federal FY2023 Federal-State Partnership for Intercity Passenger Rail Program.
- J. “Project” means the task or set of tasks set forth in the Scope of Work for this Agreement.
- K. “Project Agreement Identification Number” means the Project Number (P-5720).
- L. “State Contribution” means the amount of funds that the Department agrees to provide under this Agreement, including any Grant funds.
- M. “State Funding Period” means the period that the Department will provide funds under this Agreement.
- N. “Scope of Work” means a detailed description of the work the Parties will complete with the funding from this Agreement and will be developed completely within each component of this Agreement.
- O. “Subcontract” means a contract entered into by the Contractor, as a pass-through entity, with a subcontractor for the subcontractor to carry out any part of this Project.
- P. “USDOT” means the United States Department of Transportation, including its operating administrations.
- Q. Additional definitions are found in 2 C.F.R. Part 200, Subpart A, and these Subpart A definitions are incorporated herein by reference and made a part of this Agreement. Subpart A definitions incorporated herein are not capitalized in this Agreement.

3. Agreement

This Agreement constitutes the entire agreement between the Department and the Contractor. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement. This Agreement is governed by and subject to 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and USDOT’s implementing regulations at 2 C.F.R. Part 1201.

4. Amendments

Other than close-out, modifications to this Agreement may be made only in writing, signed by an Authorized Representative for the Department and the Contractor, and specifically referred to as an amendment to this Agreement.

5. Flow Down Provisions

- A. The Contractor will ensure persons or entities that perform any part of the work under this Agreement, including Subcontractors, as defined in 2 C.F.R. § 200.93, or the Contractors, as defined in 2 C.F.R. § 200.23, will comply with applicable federal requirements and federal guidance and the applicable requirements of this Agreement. The Contractor agrees that flowing down such requirements does not relieve it of any obligation to comply with the requirements itself.
- B. For each of the subcontracts to perform all or part of the work under this Agreement:
- (1) The Contractor shall include applicable regulations in the subcontract and ensure compliance with these provisions, including applicable provisions of 2 C.F.R. Part 200, and USDOT's implementing regulations at 2 C.F.R. Part 1201. *See* 2 C.F.R. § 200.101.
 - (2) The Contractor shall include applicable federal statutory and regulatory requirements in the subcontract and ensure compliance with these requirements, including applicable limitations on use of funds.
 - (3) The Contractor shall include any other applicable requirements of this Agreement in the subcontract and ensure compliance with these requirements.

6. Successors and Assigns

The Contractor is not authorized to assign this Agreement without the Department's express prior written consent.

7. Execution

This Agreement may be executed by the Contractor and Department in separate counterparts; each of which, when so executed and delivered, shall be deemed an original.

8. Changed Conditions of Performance (Including Litigation)

- A. The Contractor agrees to immediately notify the Department, in a written statement to the Department Project Manager, of any change in local law, conditions, or any other event that may affect its ability to perform the Project in accordance with the terms of this Agreement. In addition, the Contractor agrees to immediately notify the Department Project Manager of any decision pertaining to the Contractor's conduct or litigation that may affect the Department's interests in the Project. Before the Contractor may name the Department as a party to litigation for any reason, the Contractor agrees first to inform the Department Project Manager in writing; this proviso applies to any type of litigation whatsoever, in any forum.
- B. The Contractors shall include this requirement in the subcontract and ensure compliance.

9. Right of Department to Terminate

- A. The Contractor agrees that, upon written notice, the Department may suspend and/or terminate all or part of the State Contribution under any of the following circumstances:
- (1) the Contractor fails to comply with the U.S. Constitution, federal and State law, or the terms, conditions, and obligations specified under this Agreement;
 - (2) the Contractor fails to make reasonable progress on the Project;
 - (3) the Contractor fails to provide the Non-State Contribution, if applicable;
 - (4) the Contractor violates any other provision of this Agreement that significantly endangers substantial performance of the Project;
 - (5) the Department determines that the purposes of the law under which the Project is authorized or funded would not be adequately served by continuation of the State Contribution; or
 - (6) the Department determines that termination of this Agreement is in the public interest.

10. Transparency Act Requirements — Reporting Subcontracts and Executive Compensation

The Contractor will comply with the Department regarding the provisions of the Federal Funding Transparency and Accountability Act of 2006 (Pub. L. 109-282) and 2 C.F.R Part 170, incorporated herein by reference and made a part of this Agreement. For more information, visit <https://www.fsr.gov/>.

11. Financial Management Provisions

A. Allowable Costs.

The Department will reimburse the Contractor's expenditures as allowable costs, within the State Funding Period, if they meet the following requirements:

- (1) expenditures shall conform to the Project description, the Scope of Work, the Approved Project Budget, and all other terms of this Agreement;
- (2) expenditures shall be necessary in order to accomplish the Project;
- (3) expenditures shall be reasonable for the goods or services purchased;
- (4) expenditures shall be actual net costs to the Contractor (i.e., the price paid minus any applicable credits, refunds, rebates, or other items of value received by the Contractor that have the effect of reducing the cost actually incurred);

- (5) expenditures shall be incurred and be for work performed within the Scope of Work unless specific authorization is received in writing from the FRA and Department;
- (6) expenditures shall conform to federal guidelines or regulations and federal cost principles, as set forth in 2 C.F.R. §§ 200.400–.475, unless otherwise permitted by federal or State statutes or regulation;
- (7) expenditures shall be satisfactorily documented; and
- (8) expenditures shall be uniformly and consistently compliant under accounting principles and procedures approved and prescribed by the FRA and the Department for the Contractor and those approved or prescribed by the Contractor, if applicable.

B. Disallowed Costs.

Disallowed costs include the following:

- (1) any Project costs incurred, activities undertaken, or work performed outside of the Project Description, Scope of Work, Approved Project Budget, or any other term of this Agreement unless specifically authorized by the Department in writing, otherwise permitted under this Agreement, or otherwise permitted by federal or State law or regulation;
- (2) any costs attributable to goods or services received under a contract or other arrangement that are required to be but have not been concurred or approved in writing by the Department.

C. The Contractor agrees that reimbursement of any cost under this section does not constitute a final Department decision about the allowability of that cost and does not constitute a waiver of any violation by the Contractor of the terms of this Agreement. The Contractor understands that the Department will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If the Department determines that the Contractor is not entitled to receive any part of the State Contribution requested, the Department will notify the Contractor and provide an explanation. Project closeout will not alter the Contractor's obligation to return any funds due to the Department as a result of later audits requiring refunds, corrections, or other transactions. Project closeout will not alter the Department's right to disallow costs and recover funds pursuant to a later audit or other review. Unless prohibited by law, the Department may offset any State Contribution to be made available under this Agreement as needed to satisfy any outstanding monetary claims that the State may have against the Contractor. Exceptions pertaining to disallowed costs will be assessed based on their applicability as set forth in the applicable federal cost principles or other written federal guidance.

D. Financing Costs.

To the extent permitted in writing by the Department and consistent with 2 C.F.R. § 200.449, financing costs are allowable.

12. Accounting Procedures

A. Documentation of Project Costs and Program Income.

All costs charged to the Project, including any approved services contributed by the Contractor or others, will be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Contractor will also maintain accurate records of all program income derived from Project implementation.

B. Checks, Orders, and Vouchers.

The Contractor will ensure that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project are clearly identified with a Project Agreement Identification Number, readily accessible, and to the extent feasible kept separate from documents not pertaining to the Project.

13. Program Income

The Contractor is encouraged to credit savings acquired from disposal or salvage of materials to defray Project costs, where appropriate, and should work with the assigned Department Project Manager to determine how this income may be applied to the Project, in accordance with 2 C.F.R. § 200.307 and 2 C.F.R. § 1201.80. Program income not deducted from total allowable costs may be used only for the purposes and under the terms and conditions established in this Agreement. The Contractor must maintain records of all program income in accordance with this Agreement.

14. Environmental Protection

A. Contractor Assistance.

The Contractor must comply with the governing laws and regulations applicable to the delivery of each project component of this Agreement and may also be required to assist with the Department's compliance with applicable federal and State laws, regulations, executive orders, and policies related to environmental review under the National Environmental Policy Act (NEPA), 42 U.S.C. §§ 4321 *et seq.*, and its implementing regulations (40 C.F.R. Parts 1500 *et seq.*); the FRA's Procedures for Considering Environmental Impacts (45 Fed. Reg. 40854, June 16, 1980), as revised May 26, 1999, 64 Fed. Reg. 28545, and as updated in 78 Fed. Reg. 2713, January 14, 2013) or 23 C.F.R. Part 771, as applicable; Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. §§ 300101 *et seq.*) and its implementing regulations (36 C.F.R. Part 800); Executive Order No. 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations; Section 4(f) of the Department of Transportation Act of 1966 (49 U.S.C. § 303(c)), and its implementing regulations (23 C.F.R. Part 774).

In providing such assistance, the Department may require that the Contractor conduct environmental and/or historic preservation analyses and submit documentation to the Department.

The Contractor will ensure that all work conducted under this Agreement complies with all applicable laws, regulations, executive orders, and policies related to environmental protection and historic preservation, including, but not limited to: Section 114 of the Clean Air Act (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1318).

B. Timing of Contractor Action.

The Contractor may not expend any of the funds provided in this Agreement on construction activities or other activities that represent an irretrievable commitment of resources to a particular course of action affecting the environment until the Department has provided the Contractor with a written notice authorizing the Contractor to proceed. *See* 23 C.F.R. § 771.113(a).

C. Minimization, Avoidance, and Mitigation Measures.

The Contractor must implement all measures to minimize, avoid, or mitigate adverse environmental impacts identified by the Department in the categorical exclusion, Finding of No Significant Impact, or Record of Decision for the Project. The Contractor must also implement any additional measures identified through all other environmental or historic preservation review processes conducted to support Project construction and operation (e.g., any commitments included in a Memorandum of Agreement executed pursuant to Section 106 of the NHPA).

D. Revisions to Minimization, Avoidance, or Mitigation Measures.

The Contractor must provide the Department with written notice if it has not or cannot implement any of the minimization, avoidance, or mitigation measures identified under this Agreement. Upon receiving such notice, the Department will provide the Contractor with directions in writing, which may include substitute mitigation measures. The Department may also revise its categorical exclusion, Finding of No Significant Impact, or Record of Decision.

E. Categorical Exclusion.

Categorical exclusions (CEs) are actions identified in an agency's NEPA implementing procedures that do not normally have a significant impact on the environment and therefore do not require either an environmental assessment (EA) or environmental impact statement (EIS). *See* 40 C.F.R. § 1508.4.

15. Property, Equipment, and Supplies

Unless otherwise approved by the Department, the following terms and conditions apply to property, equipment, and supplies funded under this Agreement.

A. General Requirements.

The Contractor will comply or assist the Department in their compliance with the property management standards of 2 C.F.R. §§ 200.310–.316, including any amendments thereto, and other applicable guidelines or regulations. Exceptions to the requirements must be specifically approved by the Department in writing. The Contractor will use Project real property, as defined by 2 C.F.R. § 200.1, in accordance with the Property Standards of 2 C.F.R. § 200.311. Notwithstanding 2 C.F.R. § 200.313, the Contractor will comply or assist the Department in their compliance with 2 C.F.R. § 1201.313 with respect to the use, management, and disposal of equipment acquired under this Agreement.

B. Use for Originally Authorized Purpose.

The Contractor agrees that property and equipment funded under this Agreement is used for the originally authorized purpose. If necessary to satisfy this obligation, the Contractor agrees to enter appropriate arrangements with the entity or entities using, or with the owner of right-of-way used by, the property and/or equipment funded under this Agreement.

C. Maintenance.

The Contractor agrees to maintain any property, improvements to property, and any equipment funded under this Agreement in good working order and in accordance with FRA regulations, guidelines, and directives.

D. Records.

The Contractor agrees to keep satisfactory records regarding the use of the property, equipment, and supplies, and submit to the Department, upon request, such information as may be required to assure compliance with this section.

E. Transfer of Project Property, Equipment, or Supplies.

The Contractor agrees that the Department may require the Contractor to transfer title to or direct the disposition of any surplus property, equipment, or supplies financed with Department assistance made available by this Agreement, as required by 2 C.F.R. §§ 200.311–.316.

F. Withdrawn Property, Equipment or Supplies.

If any Project property, equipment, or supplies are not used for the Project for the duration of their useful lives as determined by the Department whether by planned withdrawal, misuse, or casualty loss, the Contractor agrees to notify the Department immediately. Disposition of withdrawn property, equipment, or supplies will be in accordance with 2 C.F.R. §§ 200.311–.316.

G. Encumbrance of Project Property or Equipment.

Unless expressly authorized in writing by the Department, the Contractor agrees not to:

- (1) execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would dispose of or encumber the Contractor's title or other interest in any Project property or equipment; or
 - (2) obligate itself in any manner to any third party with respect to Project property or equipment.
- H. The Contractor will refrain from taking any action or acting in a manner that would adversely affect the Department's interest or impair the Contractor's continuing control over the use of Project property or equipment.

16. Relocation and Land Acquisition

The Contractor agrees to comply or assist the Department in their compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 *et seq.*, and the USDOT implementing regulations, 49 C.F.R. Part 24.

17. Flood Hazards

The Contractor agrees to comply or assist the Department in their compliance with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any construction or acquisition project.

18. Procurement

- A. These federal procurement standards are in addition to the State procurement standards as provided for by the construction reimbursement agreements for each sub-project to this program.
- B. The Contractor may acquire property, goods, or services in connection with the Project. The Contractor shall follow such policies and procedures listed when procuring property and services under this Agreement and consistent with 2 C.F.R. § 1201.317. An entity that is not a state or a subcontractor of a state will comply with 2 C.F.R. §§ 200.318–200.327 and applicable supplementary USDOT or FRA directives and regulations. If determined necessary for proper Project administration, the Department reserves the right to review the Contractor's technical specifications and requirements.
- C. Under Section 25019 of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, div. B, tit. V (2021), a Contractor or Subcontractor may implement a local or other geographical or economic hiring preference relating to the use of labor for construction of a project funded by this grant if funded under title 49 or 23 United States Code, including prehire agreements, subject to any applicable State and local laws, policies, and procedures. The use of such a local

or other geographical or economic hiring preference in any bid for a contract for the construction of a project funded by this grant shall not be considered to unduly limit competition. Project labor agreements should be consistent with the definition and standards outlined in Executive Order 13502. The Contractor must document its consideration of Local Hiring Preference for Construction Jobs related to the Project and report such to the Department.

For additional information, see:

<https://www.transportation.gov/sites/dot.gov/files/2023-05/Creating-Local-Construction-Workforce.pdf>.

19. E-Verify Compliance.

E-Verify is the federal program operated by the United States Department of Homeland Security (“DHS”) and other federal agencies used to verify the work authorization of newly hired employees pursuant to federal law. The Contractor warrants that it will ensure that any contractor or subcontractor performing the Contractor work (i) uses E-Verify, or any successor or equivalent program that may be adopted by DHS in lieu of E-Verify, if required to do so by North Carolina law and (ii) otherwise complies with the requirements of N.C. Gen. Stat. §§ 64-25 to 64-38. A breach of this warranty by any Party will be considered a breach of this Agreement that entitles the other Parties to terminate this Agreement, without penalty, upon notice to the Contractor.

20. Flagging.

In the event that the railroad determines that flagging services (which may include observer services) will be required for the safety of railroad operations, the Department shall bear the cost of such flagging services, including indirect and overhead costs. Subject to other needs of the railroad, which may in some cases result in a delay in flagging for the Work, the Contractor will make a commercially reasonable effort to provide flagging or other protective services to accommodate the Work. The Department acknowledges that the railroad must reasonably allocate limited flagging services across the railroad’s network. Subject to other needs of the railroad and the Department, the Contractor and the Department agree to cooperate in a commercially reasonable manner as to the timeliness and availability of flagging or other protective services. Notwithstanding the forgoing, a railroad retains the right to provide some or all of such services, at the Department’s expense, via one or more qualified contractors. The Department and the Contractor agree to halt any Work that requires entry on the rail corridor, or any other property owned or operated by the railroad if flagging services become temporarily unavailable, without seeking redress or construction-delay claims or other claims.

21. Debarment and Suspension, and Drug-Free Workplace

The Contractor agrees to provide certifications on debarment and suspension for itself, and third-party contractors and subcontractors, and otherwise comply with USDOT regulations, Non-procurement Suspension and Debarment, 2 C.F.R. Part 1200, and

Government-Wide Requirements for Drug-Free Workplace (Grant),
49 C.F.R. § 32.650.

22. Small and Disadvantaged Business Requirements

A. The Department must expend all funds received under the Federal FY2023 Federal-State Partnership for Intercity Passenger Rail Program in compliance with the requirements at 2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms), and to the extent applicable, 49 C.F.R. Part 26 (Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs).

Pursuant to 2 C.F.R. § 200.321(b)(6), the Contractor agrees to take the following affirmative steps:

- (1) provide maximum practicable opportunities for small businesses, including veteran-owned small businesses and service-disabled veteran-owned small businesses;
- (2) implement best practices, consistent with our nation's civil rights and equal opportunity laws, for ensuring that all individuals – regardless of race, gender, age, disability, and national origin – benefit from activities funded through this Agreement; and
- (3) fulfill the affirmative steps, including but not limited to:
 - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
 - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; and
 - (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

23. Cargo Preference

A. The Contractor will comply or assist the Department in their compliance with the USDOT Maritime Administration regulations, 46 C.F.R. Part 381 as follows:

(1) Use of United States-flag vessels:

Pursuant to Pub. L. 664 (43 U.S.C. § 1241(b)) at least fifty percent (50%) of any equipment, materials or commodities procured, contracted for, or otherwise obtained with funds granted, guaranteed, loaned, or advanced under this Agreement, and which may be transported by ocean vessel, will be transported on privately owned United States-flag commercial vessels, if available.

Within twenty (20) days following the date of loading for shipments originating within the United States or within thirty (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 Section 23.A.(1) of this FRA Contractor Provision attachment will be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(2) The Contractor will insert the following clauses in contracts let by the Contractor in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project.

“Use of United States-flag vessels: The contractor agrees –

- (1) To utilize privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.*
- (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 shipment 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 subsection (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of Cargo Preference and Domestic Trade, Maritime Administration, 1200 New Jersey Avenue, SE, Washington, D.C. 20590, marked with appropriate identification of the Project.*
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.”*

24. Rights in Intangible Property

A. Title to Intangible Property.

Intangible property, as defined in 2 C.F.R. § 200.59, acquired in the performance of this Agreement vests upon acquisition in the Contractor. The Contractor must use that property for the originally authorized purpose and must not encumber the property without approval of the FRA and the Department. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions of 2 C.F.R. § 200.313(e).

B. Copyright.

The Contractor may copyright any work that is subject to copyright and was developed or for which ownership was acquired under this Agreement. The FRA and the Department reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so.

C. Patents.

The following provisions will apply to patents under this Agreement:

- (1) The Contractor is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 C.F.R. Part 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements.
- (2) If the Contractor secures a patent with respect to any invention, improvement, or discovery of the Contractor or any of its subcontractors or contractors conceived or first actually reduced to practice in the course of or under this Project, the Contractor agrees to grant to the FRA and the Department a royalty-free, nonexclusive, and irrevocable license to use and to authorize others to use the patented device or process.

D. Research Data.

For any research data (as defined in 2 C.F.R. § 200.315(e)(3)) acquired under a grant or contract, the FRA and Department has the following rights:

- (1) to obtain, reproduce, publish, or otherwise use the research data produced under that grant or contract; and
- (2) authorize others to receive reproduce, publish, or otherwise use such data.

E. Freedom of Information Act (FOIA).

- (1) The FRA and Department are subject to FOIA, 5 U.S.C. § 552, and the Department is subject to the North Carolina Public Records Law, N.C.

Gen. Stat. § 132-6. The Contractor should, therefore, be aware that all materials not otherwise exempted by law related to this Agreement will become agency records and thus are subject to FOIA, North Carolina Public Records Law, and public release through individual FOIA or North Carolina Public Records Law requests.

- (2) The Contractor will assist the Department in their compliance with FOIA requests made pursuant to this Agreement and in accordance with the 5 U.S.C. § 552 and 2 C.F.R. § 200.315(e), including any definitional provisions set forth therein.

25. Acknowledgment of Support and Disclaimer

A. Acknowledgement and Disclaimer.

An acknowledgment of the FRA and the Department support and a disclaimer of said support must appear in any Contractor publication developed under this Agreement, or any other product based on or developed under this Agreement as directed by the Department, whether copyrighted or not, in the following terms:

- (1) "This material is based upon work supported by the Federal Railroad Administration under a Federal FY2023 Federal-State Partnership for Intercity Passenger Rail Program Grant." The number of this Agreement and the date of award shall be included when cited in the requisite acknowledgement.
- (2) "Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author and do not necessarily reflect the view of the United States Department of Transportation, Federal Railroad Administration, or the North Carolina Department of Transportation. "

B. Bipartisan Infrastructure Law Signage Guidelines.

The Contractor must ensure each of the following signage requirements are met:

- (1) Signage is designed consistent with the guidelines and design specifications available at the following website. Signs should include the official Building A Better America emblem and corresponding logomark and identify the project as "funded by President Biden's Bipartisan Infrastructure Law."

<https://www.whitehouse.gov/wp-content/uploads/2022/08/Building-A-Better-America-Brand-Guide.pdf>.

- (2) Signage displays the FRA logo and the Department logo, if any, along with the official Building A Better America emblem. The FRA logo should not be displayed in a manner that implies the FRA itself is conducting the project.

- (3) Where applicable, the signage includes the project name (e.g., [Name of] Project funded by President Biden's Bipartisan Infrastructure Law.)
- (4) The sign is placed at construction sites where it is clearly visible near the location of work and that the sign is maintained in good condition throughout the construction period.
- (5) Signs on equipment are placed in an easily visible location and maintained in good condition.

26. Reprints of Publications

When any article resulting from work under this Agreement is published in a scientific, technical, or professional journal or publication, two (2) reprints of the publication shall be sent to the Department Project Manager, clearly referenced with the appropriate identifying information.

27. Monitoring, Financial Management, Controls, Data, and Records

A. Contractor Monitoring and Record Retention

- (1) The Contractor will monitor activities under this Agreement, including activities under subcontracts, to ensure that those activities comply with this Agreement and that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (2) If the Contractor enters a subcontract under this Agreement, the Contractor will monitor the activities of the Subcontractor in compliance with 2 C.F.R. §200.332(d).
- (3) The Contractor will retain and provide access to records relevant to the award during the course of the Project and for three (3) years after notification of Project closeout or longer, as required under 2 C.F.R. § 200.334. In cases where litigation, a claim, or an audit is initiated prior to the expiration of the record retention period, records must be retained until completion of the action and resolution of issues or the end of the record retention period, whichever is later. Reporting and record-keeping requirements are set forth in 2 C.F.R. §§ 200.334–.338. Project closeout does not alter these requirements.
- (4) Pursuant to N.C. Gen. Stat. § 121-5(b), the Contractor shall not destroy, sell, loan, or otherwise dispose of any public record without the consent of the Department of Natural and Cultural Resources, except as provided in N.C. Gen. Stat. § 130A-99. As provided under N.C. Gen. Stat. § 121-5(b), whoever unlawfully removes a public record from the office where it is usually kept, or alters, mutilates, or destroys it shall be guilty of a Class 3 misdemeanor and upon conviction only fined at the discretion of the court.

B. Financial Records and Audits.

- (1) The Contractor will keep all Project accounts and records that fully disclose the amount and disposition by the Contractor of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the Project.
- (2) Pursuant to 2 C.F.R. §§ 200.330 and 200.501(f), the Contractor will comply or assist the Department in their compliance with all audit requirements of under 31 U.S.C. §§ 7501-7506, 2 C.F.R. §§ 200.500–.512, or as otherwise required.

C. Inspection by Federal and State Officials.

- (1) Pursuant to and in accordance with 2 C.F.R. § 200.337, the Contractor agrees to permit the USDOT, FRA, Inspectors General, Comptroller General of the United States, Department, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor.

D. Safety and Technology Data

- (1) The Contractor will ensure that the FRA and the Department have access to safety and technology relevant data generated by the Contractor under this Agreement, in a machine-readable format.

E. Site Visits.

- (1) The FRA and the Department, through their Authorized Representatives, have the right, at all reasonable times, to make site visits to review Project activities, accomplishments, and management control systems and to provide such technical assistance as may be required. If any site visit is made by the FRA or the Department under this Agreement on the premises of the Contractor, beneficiary, or subcontractor, the Contractor will provide or ensure the provision of all reasonable facilities and assistance for the safety and convenience of the FRA and Department representatives in the performance of their duties. All site visits and evaluations will be performed in such a manner as will not unduly delay work being conducted by the Contractor or any subcontractor.

28. Fraud, Waste, or Abuse

The Contractor agrees to take all steps, including initiating litigation, if necessary, to recover the State Contribution if the Department determines, after consultation with the Contractor, that all or a portion of such funds have been spent fraudulently, wastefully, or in violation of federal or State laws, or misused in any manner in undertaking the Project.

29. Safety Compliance

To the extent applicable, the Contractor agrees to comply with any federal or State regulations, laws, or policy and other guidance that the USDOT, the FRA, or the Department may issue pertaining to safety in general, and in the performance of this Agreement, including the production of a site safety and security plan if required by the Department.

30. Disclaimer of Federal Liability

FRA will not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance of or compliance with this Agreement.

31. Electronic and Information Technology

The Contractor agrees that reports or information it provides to or on behalf of the FRA and the Department will use electronic or information technology that complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and Electronic and Information Technology Accessibility Standards, 36 C.F.R. Part 1194.

32. Grant-Specific Clauses

A. The Contractor agrees to comply with the clauses in this section.

Consistent with 49 U.S.C. § 22905(e), subsections (2) through (7) of this section do not apply to: (i) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; (ii) the Alaska Railroad or its contractors; or (iii) Amtrak's access rights to railroad right of way and facilities under current law.

- (1) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.
- (2) Buy America.
 - (a) For infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Contractor acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Contractor acknowledges that this

Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

- (b) For non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Contractor acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).
 - (c) Under this Section, “infrastructure project” has the definition provided in 2 C.F.R. § 184.3.
 - (d) For all projects, as appropriate and to the extent consistent with law, the Contractor should under 2 C.F.R. § 200.322, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Contractor shall include the requirements of 2 C.F.R. § 200.322 in all subcontracts including all contracts and purchase orders for work or products under this award.
- (3) Operators Deemed Rail Carriers. The Contractor recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Contractor agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.
- (4) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Contractor represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad’s employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Contractor complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Contractor certifies that the written agreement referenced in this Section 32.A.(4) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at:

<https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

- (5) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Contractor will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are available from the Department upon request.
- (6) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Contractor will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.
- (7) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).
- (8) Interest and Financing Costs. Pursuant to 49 U.S.C. § 24911(g)(2), interest and other financing costs of efficiently carrying out a part of the Project within a reasonable time are a cost of carrying out the Project under a Phased Funding Agreement, except that eligible costs may not be more than the cost of the most favorable financing terms reasonably available for the Project at the time of borrowing. The Contractor will certify to FRA's satisfaction that the Contractor has shown reasonable diligence in seeking the most favorable financing terms.

33. Ethics

- A. Standards of Conduct. The Contractor will maintain a written code or standards of conduct governing the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts or agreements supported by this Agreement. The code or standards will provide that the Contractor's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subcontractors or contractors. The Contractor may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. As permitted by state or local law or regulations,

such code or standards will provide for penalties, sanctions, or other disciplinary actions for violations by the Contractor's officers, employees, board members, or agents, or by subcontractors or their agents.

- (1) Personal Conflict of Interest. The Contractor's code or standards must provide that no employee, officer, board member, or agent of the Contractor may participate in the selection, award, or administration of a contract supported by this Agreement if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
- (2) Organizational Conflicts of Interest. The Contractor's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.
- (3) Disclosure of Conflicts. The Contractor will disclose in writing any potential conflict of interest to FRA or Department.

- B. The Parties hereby incorporate the following provision into this Agreement and any subsequent agreements:

“By Executive Order 24, issued by Governor Perdue, and N.C. Gen. Stat. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor) to make gifts or to give favors to any State employee of the Governor’s Cabinet Agencies (i.e., Administration, Commerce, Cultural Resources, Environment and Natural Resources, Health and Human Services, Public Safety, Revenue, Transportation, and the Office of the Governor).”

- C. The Contractor represents that they are not aware of any gift that has been offered, accepted, or promised in conjunction with this Agreement in violation of *N.C. Gen. Stat. § 133-32* and Executive Order 24.

34. Civil Rights

- A. Federal Compliance.

The Contractor agrees to comply or assist the Department in their compliance with all civil rights laws and regulations, in accordance with applicable federal directives. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, 42 U.S.C. §§ 2000d *et seq.*, the USDOT Title VI regulations at 49 C.F.R. Part 21, which prohibits discrimination on the basis of

race, color, or national origin; (b) the Americans with Disabilities Act, as amended, 42 U.S.C. §§ 12101 *et seq.*, the USDOT ADA regulations at 49 C.F.R. Parts 37-38, section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and the USDOT regulations at 49 C.F.R. Part 27, which prohibits discrimination on the basis of disability; (c) the Age Discrimination in Employment Act, as amended (42 U.S.C. §§ 621–634), and the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 1601–1607), which prohibits discrimination on the basis of age; (d) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681 *et seq.*), which prohibits discrimination on the basis of sex; (e) 49 U.S.C. § 306, which prohibits discrimination on the basis of race, color, national origin, or sex in railroad financial assistance programs; (f) any nondiscrimination regulation implemented relating to the above stated statutes; (g) any nondiscrimination Executive Order implemented relating to the above stated statutes; (h) any USDOT Order implemented relating to nondiscrimination; and (i) any other applicable federal laws, regulations, requirements, and guidance prohibiting discrimination.

B. State Compliance.

Any sub-agreement entered with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority and Women Owned Businesses as required by the current version of N.C. Gen. Stat. § 136-28.4 and the North Carolina Administrative Code, incorporated into this Agreement by reference. The Contractor shall not advertise nor enter into a contract for services performed as part of this Agreement unless the Department provides written approval of the advertisement or the contents of the contract. If the Contractor fails to comply with these requirements, the Department will withhold funding until these requirements are met.

35. Text Messaging While Driving

Distracted Driving, Including Text Messaging While Driving. The Contractor agrees to comply with the following: (1) Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) USDOT Order 3902.10, Text Messaging While Driving, December 30, 2009; and (3) N.C. Gen. Stat. § 20-137.4A.

36. Trafficking in Persons

A. Provisions applicable to a Contractor that is a private entity.

- (1) You as the Contractor, your employees, subcontractors under this Agreement, and subcontractors' employees may not:
 - a. engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect;
 - b. procure a commercial sex act during the period of time that this Agreement is in effect; or

- c. use forced labor in the performance of this Agreement or subcontracts entered under this Agreement.
- B. The Department may unilaterally terminate this Agreement, without penalty, if the Contractor or a subcontractor that is a private entity:
 - (1) is determined to have violated a prohibition in Section 36.A.(1) of this FRA Contractor Provision attachment; or
 - (2) has an employee who is determined by the Department official authorized to terminate this Agreement to have violated a prohibition in Section 36.A.(1) of this FRA Contractor Provision attachment through conduct that is either:
 - a. associated with performance under this Agreement; or
 - b. imputed to you or the subcontractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 1200.
- C. Provision applicable to a Contractor other than a private entity. The Department may unilaterally terminate this Agreement, without penalty, if a subcontractor that is a private entity:
 - (1) is determined to have violated an applicable prohibition in Section 36.A.(1) of this FRA Contractor Provision attachment; or
 - (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in Section 36.A.(1) of this FRA Contractor Provision attachment through conduct that is either:
 - a. associated with performance under this award; or
 - b. imputed to the subcontractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 C.F.R. Part 1200.
- D. Provisions applicable to any officers, employees, agents, or subcontractors of the Parties to this Agreement.
 - (1) Any officer, employee, agent, or subcontractor of the Parties to this Agreement must inform the Department immediately of any information

received from any source alleging a violation of a prohibition in Section 38.A.(1) of this FRA Contractor Provision attachment.

- (2) The Department's right to unilaterally terminate this Agreement as described in Section 36.A.(1) or 36.B of this FRA Contractor Provision attachment:
 - a. implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)); and
 - b. is in addition to all other remedies for noncompliance that are available to us under this award.
- E. The Contractor shall include the requirements of this section of the FRA Contractor Provision attachment in any subcontract.
- F. Definitions. For purposes of this Section:
 - (1) "Employee" means either an individual employed by you or a subcontractor who is engaged in the performance of the project or program under this award or another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - (2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - (3) "Private entity" means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25 and includes:
 - a. a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b); and
 - b. a for-profit organization.
 - (4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. § 7102).
 - (5) "Contractor" and "subcontractor" include for-profit entities for the purpose of this Agreement.

37. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Contractor and any subcontractor acknowledge that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. § 200.216 prohibit the Contractor and all Subcontractors from procuring or obtaining certain telecommunications and video surveillance services or equipment under this Agreement.

38. Climate Change and Environmental Justice

Consistent with Executive Order 14008, “Tackling the Climate Crisis at Home and Abroad” (Jan. 27, 2021), the Contractor shall document and provide the Department its consideration of climate change and environmental justice impacts of the Project in the format provided in Exhibit A of this Agreement.

39. Racial Equity and Barriers to Opportunity.

Consistent with Executive Order 13985, “Advancing Racial Equity and Support for Underserved Communities Through the Federal Government” (Jan. 20, 2021), the Contractor shall document and provide the Department its activities related to the Project to improve racial equity and reduce barriers to opportunity in the format provided in Exhibit B of this Agreement.

40. Labor and Work.

Consistent with Executive Order 14025, “Worker Organizing and Empowerment” (Apr. 26, 2021), and Executive Order 14052, “Implementation of the Infrastructure Investment and Jobs Act” (Nov. 15, 2021) (IIJA), the Contractor will document its consideration of job quality and labor rights, standards, and protections related to the Project in the format provided in Exhibit C of this Agreement.

41. Critical Infrastructure Security and Resilience.

Consistent with Presidential Policy Directive 21, “Critical Infrastructure Security and Resilience” (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Contractor will consider physical and cyber security and resilience in planning, design, and oversight of the Project.

42. Whistleblower Protection.

A. (a) The Contractor acknowledges that it is a “Contractor” within the scope of 41 U.S.C. § 4712, which prohibits the Contractor from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this Agreement, gross waste of Federal funds, or a violation of Federal law related to this Agreement.

- B. The Contractor will inform its employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

43. New Restrictions on Lobbying.

- A. The Contractor must comply with 49 C.F.R. Part 20, “New Restrictions on Lobbying,” and pursuant to those regulations, the Contractor and any subcontractor may not use the State Contribution to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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. Pursuant to 49 C.F.R. § 20.110(d), the Contractor certifies the following, to the best of their knowledge and belief, by executing this Agreement:
- (1) No part of the State Contribution 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- C. The Contractor shall file with the Department the Appendix B to 49 C.F.R. Part 20—Disclosure Form To Report Lobbying at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed with the Department. Except as provided under Subpart B and Subpart C of 49 C.F.R. Part 20, an event that materially affects the accuracy of the information reported includes any of the following scenarios:
- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- D. The Contractor shall include and require any subcontractor to include in any subsequent contract entered pursuant to this Agreement the requirements of this section. The Contractor and any subcontractor shall file a certification, and a disclosure form, if required, to the next tier above for any person, as that term is defined by 49 C.F.R. § 20.105(*I*), who requests or receives a subcontract exceeding \$100,000 under this Agreement. Any certification or disclosure form filed will be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person, as that term is defined by 49 C.F.R. § 20.105(*I*), fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

44. Governing Laws and Regulations

- A. The Contractor acknowledges and agrees that their performance will be governed by and in compliance with this Agreement, 2 C.F.R. Part 200, including all Appendices, and USDOT's implementing regulations at 2 C.F.R. Part 1201.
- B. Federal Laws and Regulations.

The Contractor understands that federal laws, regulations, policies, and related administrative practices in place on the date this Agreement was executed may be modified from time to time. The Contractor agrees that the most recent of such federal requirements will govern the administration of this Agreement and any flow-down sub-agreement at any particular time, except if there is sufficient evidence in

this Agreement of a contrary intent. Likewise, new federal laws, regulations, policies, and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

C. State, Territorial Law, and Local Law.

Except to the extent that a federal statute or regulation preempts state, territorial, or local law, nothing in this Agreement will require the Contractor to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable state, territorial, or local law; however, if any of the provisions of this Agreement violate any applicable state, territorial, or local law, or if compliance with the provisions of this Agreement would require the Contractor to violate any applicable state, territorial, or local law, the Contractor agrees to notify the Department immediately in writing in order that the Department and FRA may make appropriate arrangements to proceed with the Project.

D. General.

The Contractor will ensure that federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. Further, the Contractor will ensure compliance with all regulations, executive orders, policies, guidance, and requirements as they relate to the application, acceptance, and/or use of funds under this Agreement which may include, but are not limited to, those referenced in this Agreement.

FISCAL YEAR 2023 FEDERAL-STATE PARTNERSHIP FOR STATE OF GOOD REPAIR CLAUSES:

February 2024

The Contractor agrees to comply with the clauses in this Fiscal Year 2023 Federal-State Partnership (FY23 FSP) for State of Good Repair Clauses attachment according to its terms. Consistent with 49 U.S.C. § 22905(e), clauses (c) through (h) of this FY23 FSP for State of Good Repair Clauses attachment do not apply to: (1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; (2) the Alaska Railroad or its contractors; or (3) Amtrak's access rights to railroad right of way and facilities under current law.

a. Federal Contribution

The Federal share of total Project costs shall not exceed 80 percent.

b. Access to Site and Records

The Contractor agrees to comply with the requirements of 49 U.S.C. 22903(c) and provide the FRA and NCDOT access to the construction site and records when reasonably necessary.

c. Build America, Buy America Act

In lieu of Section 33 of the Federal Railroad Administration Contractor Provision, as attached to this Agreement, the Contractor shall comply with the (1) FRA Buy America provisions at

49 U.S.C. § 22905(a), (2) applicable provisions of the Build America, Buy America Act (Pub. L. 117-58 §§ 70901-70953), and (3) 2 C.F.R. § 200.322 and 2 C.F.R. Part 184.

Steel, iron, and manufactured goods used pursuant to this Agreement are subject to the FRA Buy America provisions at 49 U.S.C. 22905(a). Construction materials used pursuant to this Agreement are subject to the domestic preference requirement at Pub. L. 117-58 § 70914 of the Build America, Buy America Act.

The FRA Buy America provisions at 49 U.S.C. § 22905(a), and the Build America, Buy America Act provisions of Pub. L. 117-58 §§ 70901-70953 shall apply to all portions of this Agreement, including subcontracts, regardless of whether FRA funds are used.

The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

For more information about FRA Buy America requirements visit the FRA website: <https://railroads.dot.gov/legislation-regulations/buy-america/buy-america>.

d. Operators Deemed Rail Carriers

The Contractor recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 *et seq.*); the Railway Labor Act (45 U.S.C. § 151 *et seq.*); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 *et seq.*). The Contractor agrees to reflect this provision in its agreements, if any, with any entity operating rail services over such rail infrastructure.

e. Railroad Agreements.

In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Contractor represents that it has entered into a written agreement with that railroad owner, which includes compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad’s employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Contractor complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Contractor certifies that the written agreement referenced in this clause (e) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA’s website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

f. Labor Protective Arrangements

In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Contractor will ensure compliance with the protective arrangements that are equivalent to the protective arrangements established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 45 U.S.C. § 836, with respect to employees affected by actions taken in connection with the Project financed in whole or in part by this Agreement.

g. Davis-Bacon and Related Acts Provisions

In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then, the Contractor will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

h. Replacement of Existing Intercity Passenger Rail Service

If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

CONTRACT TIME AND LIQUIDATED DAMAGES:

(4-17-12)(Rev. 5-16-23)

108

SP1 G08 C

The date of availability for this contract is **May 29, 2024**.

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 **May 29, 2024**.

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.

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **SR 2006 (Durant Road)** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday thru Friday, from 6:00 AM to 9:00 AM and from 4:00 PM to 7:00 PM

In addition, the Contractor shall not close or narrow a lane of traffic on **SR 2006 (Durant Road)**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

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

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 AM** the Thursday before Independence Day and **7:00 PM** the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of **6:00 AM** Friday and **7:00 PM** Tuesday.
7. For **Thanksgiving**, between the hours of **6:00 AM** Tuesday and **7:00 PM** Monday.
8. For **Christmas**, between the hours of **6:00 AM** the Friday before the week of Christmas Day and **7:00 PM** the following Tuesday after the week of Christmas Day.

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

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

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

The liquidated damages are **Five Hundred Dollars (\$ 500.00)** per fifteen (15) minute time period.

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:

(2-20-07) (Rev. 6-18-13)

108

SP1 G14 F

The Contractor shall complete the work required of **Phase II, Step #1** as described on Sheet **TMP-3A** and shall place and maintain traffic on same.

The work shall be completed in consecutive weekends of the Contractor's choosing, beginning at 7:00 PM on Friday, and ending at 6:00 AM the following Monday for each weekend.

The time of availability for this intermediate contract time is **the Friday at 7:00 PM of the first weekend** the Contractor elects to begin the work.

The completion time for this intermediate contract time is **the Monday at 6:00 AM. of the required number of weekends** after the Contractor begins the work of this intermediate contract time.

The liquidated damages are **Five Hundred Dollars (\$ 500.00)** per hour. **The Day & Time Restrictions, as well as Holiday & Holiday Weekend Lane Closure Restrictions, contained in Intermediate Contract Time #2 shall apply to this intermediate contract time.**

INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:

(2-20-07) (Rev. 6-18-13)

108

SP1 G14 H

The Contractor shall complete the work required of **Phase II, Step #2** as described on Sheet **TMP-3A** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is the date the Contractor elects to begin the work.

The completion date for this intermediate contract time is the date which is **forty-five (45)** consecutive calendar days after and including the date of availability.

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

INTERMEDIATE CONTRACT TIME NUMBER 5 AND LIQUIDATED DAMAGES:

(2-20-07) (Rev. 6-18-13)

108

SP1 G14 H

The Contractor shall complete the work required of **Phase II, Steps #3A thru #3C** as described on Sheet **TMP-3B** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is the date the Contractor elects to begin the work.

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

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

PERMANENT VEGETATION ESTABLISHMENT:

(2-16-12) (Rev. 1-16-24)

104

SP1 G16

Establish a permanent stand of the vegetation mixture shown in the contract. During the period between initial vegetation planting and final project acceptance, perform all work necessary to establish permanent vegetation on all erodible areas within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the applicable section of the *Standard Specifications*. All work required for initial vegetation planting shall be performed as a part of the work necessary for the completion and acceptance of the Intermediate Contract Time (ICT). Between the time of ICT and Final Project acceptance, or otherwise referred to as the vegetation establishment period, the Department will be responsible for preparing the required National Pollutant Discharge Elimination System (NPDES) inspection records.

Once the Engineer has determined that the permanent vegetation establishment requirement has been achieved at an 80% vegetation density (the amount of established vegetation per given area to stabilize the soil) and no erodible areas exist within the project limits, the Contractor will be notified to remove the remaining erosion control devices that are no longer needed. The Contractor will be responsible for, and shall correct any areas disturbed by operations performed in permanent vegetation establishment and the removal of temporary erosion control measures, whether occurring prior to or after placing traffic on the project.

Payment for *Response for Erosion Control, Seeding and Mulching, Repair Seeding, Supplemental Seeding, Mowing, Fertilizer Topdressing, Silt Excavation, and Stone for Erosion Control* will be made at contract unit prices for the affected items. Work required that is not represented by contract line items will be paid in accordance with Articles 104-7 or 104-3 of the *Standard Specifications*. No additional compensation will be made for maintenance and removal of temporary erosion control items.

MAJOR CONTRACT ITEMS:

(2-19-02)(Rev. 1-16-24)

104

SP1 G28

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

Line #	Description
7	Borrow Excavation
13	Temporary Shoring

SPECIALTY ITEMS:

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

108-6

SP1 G37

Items listed below will be the specialty items for this contract (see Article 108-6 of the *Standard Specifications*).

Line #	Description
70-77	Guardrail
78-80	Fencing
84-91	Signing
109-115	Long-Life Pavement Markings
116	Removable Tape
129-130	Permanent Pavement Markers
132-169	Utility Construction
170-197	Erosion Control
198-211	Signals/ITS System

FUEL PRICE ADJUSTMENT:

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

109-8

SP1 G43

Revise the *Standard Specifications* as follows:

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

The base index price for DIESEL #2 FUEL is \$ **2.7781** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Sub-Ballast	Gal/Ton	0.55
Erosion Control Stone	Gal/Ton	0.55
Rip Rap, Class	Gal/Ton	0.55
Asphalt Concrete Base Course, Type _____	Gal/Ton	0.90 or 2.90

Asphalt Concrete Intermediate Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Open-Graded Asphalt Friction Course	Gal/Ton	0.90 or 2.90
Permeable Asphalt Drainage Course, Type _____	Gal/Ton	0.90 or 2.90
Sand Asphalt Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Ultra-thin Bonded Wearing Course	Gal/Ton	0.90 or 2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
> 11" Portland Cement Concrete Pavement	Gal/SY	0.327
Concrete Shoulders Adjacent to > 11" Pavement	Gal/SY	0.327
9" to 11" Portland Cement Concrete Pavement	Gal/SY	0.272
Concrete Shoulders Adjacent to 9" to 11" Pavement	Gal/SY	0.272
< 9" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to < 9" Pavement	Gal/SY	0.245

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

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

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

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

STEEL PRICE ADJUSTMENT:

(4-19-22)(Rev. 4-16-24)

SP1 G47

Description and Purpose

Steel price adjustments will be made to the payments due the Contractor for items as defined herein that are permanently incorporated into the work, when the price of raw steel mill products utilized on the contract have fluctuated. The Department will adjust monthly progress payments up or down as appropriate for cost changes in steel according to this provision.

Eligible Items

The list of eligible bid items for steel price adjustment can be found on the Departments website at the following address:

<https://connect.ncdot.gov/letting/LetCentral/Eligible%20Bid%20Items%20for%20Steel%20Price%20Adjustment.xlsx>

Nuts, bolts, anchor bolts, rebar chairs, connecting bands and other miscellaneous hardware associated with these items shall not be included in the price adjustment.

Adjustments will only be made for fluctuations in the material cost of the steel used in the above products as specified in the Product Relationship Table below. The producing mill is defined as the source of steel product before any fabrication has occurred (e.g., coil, plate, rebar, hot rolled shapes, etc.). No adjustment will be made for changes in the cost of fabrication, coating, shipping, storage, etc.

No steel price adjustments will be made for any products manufactured from steel having an adjustment date, as defined by the Product Relationship Table below, prior to the letting date.

Bid Submittal Requirements

The successful bidder, within 14 calendar days after the notice of award is received by him, shall provide the completed Form SPA-1 to the Department (State Contract Officer or Division Contract Engineer) along with the payment bonds, performance bonds and contract execution signature sheets in a single submittal. If Form SPA-1 is not included in the same submittal as the payment bonds, performance bonds and contract execution signature sheets, the Contractor will not be eligible for any steel price adjustment for any item in the contract for the life of the contract. Form SPA-1 can be found on the Department's website at the following address:

<https://connect.ncdot.gov/letting/LetCentral/Form%20SPA-1.xlsm>

The Contractor shall provide Form SPA-1 listing the Contract Line Number, (with corresponding Item Number, Item Description, and Category) for the steel products they wish to have an adjustment calculated. Only the contract items corresponding to the list of eligible item numbers for steel price adjustment may be entered on Form SPA-1. The Contractor may choose to have steel price adjustment applied to any, all, or none of the eligible items. However, the Contractor's selection of items for steel price adjustment or non-selection (non-participation) may not be changed once Form SPA-1 has been received by the Department. Items the Bidder chooses for steel price adjustment must be designated by writing the word "Yes" in the column titled "Option" by each Pay Item chosen for adjustment. Should the bidder elect an eligible steel price item, the entire quantity of the line item will be subject to the price adjustment for the duration of the Contract. The Bidder's designations on Form SPA-1 must be written in ink or typed and signed by the Bidder (Prime Contractor) to be considered complete. Items not properly designated, designated with "No", or left blank on the Bidder's Form SPA-1 will automatically be removed from consideration for adjustment. No steel items will be eligible for steel price adjustment on this Project if the Bidder fails to return Form SPA-1 in accordance with this provision.

Establishing the Base Price

The Department will use a blend of monthly average prices as reported from the Fastmarkets platform to calculate the monthly adjustment indices (BI and MI). This data is typically available on the first day of the month for the preceding month. The indices will be calculated by the Department for the different categories found on the Product Relationship Table below. For item numbers that include multiple types of steel products, the category listed for that item number will be used for adjusting each steel component.

The bidding index for Category 1 Steel items is \$ **42.56** per hundredweight.
 The bidding index for Category 2 Steel items is \$ **63.5** per hundredweight.
 The bidding index for Category 3 Steel items is \$ **64.78** per hundredweight.
 The bidding index for Category 4 Steel items is \$ **48.06** per hundredweight.
 The bidding index for Category 5 Steel items is \$ **56.56** per hundredweight.
 The bidding index for Category 6 Steel items is \$ **66.8** per hundredweight.
 The bidding index for Category 7 Steel items is \$ **44.34** per hundredweight.

The bidding index represents a selling price of steel based on Fastmarkets data for the month of **February 2024**.

- MI = Monthly Index. – in Dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.
- BI = Bidding Index. - in Dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

<i>Steel Product (Title)</i>	BI, MI*	Adjustment Date for MI	Category
Reinforcing Steel, Bridge Deck, and SIP Forms	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	1
Structural Steel and Encasement Pipe	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	2
Steel H-Piles, Soldier Pile Walls	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	3
Guardrail Items and Pipe Piles	Based on one or more Fastmarkets indices	Material Received Date**	4
Fence Items	Based on one or more Fastmarkets indices	Material Received Date**	5
Overhead Sign Assembly, Signal Poles, High Mount Standards	Based on one or more Fastmarkets indices	Material Received Date**	6
Prestressed Concrete Members	Based on one or more Fastmarkets indices	Cast Date of Member	7

Submit documentation to the Engineer for all items listed in the Contract for which the Contractor is requesting a steel price adjustment.

Submittal Requirements

The items in categories 1,2, and 3, shall be specifically stored, labeled, or tagged, recognizable by color marking, and identifiable by Project for inspection and audit verification immediately upon arrival at the fabricator.

Furnish the following documentation for all steel products to be incorporated into the work and documented on Form SPA-2, found on the Departments website at the following address:

<https://connect.ncdot.gov/projects/construction/Construction%20Forms/Form%20SPA-2.xlsx>

Submit all documentation to the Engineer prior to incorporation of the steel into the completed work. The Department will withhold progress payments for the affected contract line item if the documentation is not provided and at the discretion of the Engineer the work is allowed to proceed. Progress payments will be made upon receipt of the delinquent documentation.

Step 1 (Form SPA -2)

Utilizing Form SPA-2, submit separate documentation packages for each line item from Form SPA-1 for which the Contractor opted for a steel price adjustment. For line items with multiple components of steel, each component should be listed separately. Label each SPA-2 documentation package with a unique number as described below.

- a. Documentation package number: (Insert the contract line-item) - (Insert sequential package number beginning with "1").
Example: 412 - 1,
412 - 2,
424 - 1,
424 - 2,
424 - 3, etc.
- b. The steel product quantity in pounds
 - i. The following sources should be used, in declining order of precedence, to determine the weight of steel/iron, based on the Engineers decision:
 1. Department established weights of steel/iron by contract pay item per pay unit;
 2. Approved Shop Drawings;
 3. Verified Shipping Documents;
 4. Contract Plans;
 5. Standard Drawing Sheets;
 6. Industry Standards (i.e., AISC Manual of Steel Construction, AWWA Standards, etc.); and
 7. Manufacture's data.
 - ii. Any item requiring approved shop drawings shall have the weights of steel calculated and shown on the shop drawings or submitted and certified separately by the fabricator.
- c. The date the steel product, subject to adjustment, was shipped from the producing mill (Categories 1-3), received on the project (Categories 4-6), or casting date (Category 7).

Step 2 (Monthly Calculator Spreadsheet)

For each month, upon the incorporation of the steel product into the work, provide the Engineer the following:

- 1) Completed NCDOT Steel Price Adjustment Calculator Spreadsheet, summarizing all the steel submittal packages (Form SPA-2) actually incorporated into the completed work in the given month.
 - a. Contract Number
 - b. Bidding Index Reference Month
 - c. Contract Completion Date or Revised Completion Date
 - d. County, Route, and Project TIP information

- e. Item Number
 - f. Line-Item Description
 - g. Submittal Number from Form SPA-2
 - h. Adjustment date
 - i. Pounds of Steel
- 2) An affidavit signed by the Contractor stating the documentation provided in the NCDOT Steel Price Adjustment Calculator Spreadsheet is true and accurate.

Price Adjustment Conditions

Download the Monthly Steel Adjustment Spreadsheet with the most current reference data from the Department's website each month at the following address:

<https://connect.ncdot.gov/projects/construction/Construction%20Forms/Form%20SPA-3%20NCDOT%20Steel%20Price%20Adjustment%20Calculator.xlsx>

If the monthly Fastmarkets data is not available, the data for the most recent immediately preceding month will be used as the basis for adjustment.

Price Adjustment Calculations

The price adjustment will be determined by comparing the percentage of change in index value listed in the proposal (BI) to the monthly index value (MI). (See included sample examples). Weights and date of shipment must be documented as required herein. The final price adjustment dollar value will be determined by multiplying this percentage increase or decrease in the index by the represented quantity of steel incorporated into the work, and the established bidding index (BI) subject to the limitations herein.

Price increase/decrease will be computed as follows:

$$SPA = ((MI/BI) - 1) * BI * (Q/100)$$

Where;

SPA = Steel price adjustment in dollars

MI = Monthly Shipping Index. – in Dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

BI = Bidding Index. - in Dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

Q = Quantity of steel, product, pounds actually incorporated into the work as documented by the Contractor, or Design Build Team and verified by the Engineer.

Calculations for price adjustment shall be shown separate from the monthly progress estimate and will not be included in the total cost of work for determination of progress or for extension of Contract time in accordance with Subarticle 108-10(B)(1).

Any apparent attempt to unbalance bids in favor of items subject to price adjustment may result in rejection of the bid proposal.

Adjustments will be paid or charged to the Contractor only. Any Contractor receiving an adjustment under this provision shall distribute the proper proportional part of such adjustments to the subcontractor who performed the applicable work.

Delays to the work caused by steel shortages may be justification for a Contract time extension but will not constitute grounds for claims for standby equipment, extended office overhead, or other costs associated with such delays.

If an increase in the steel material price is anticipated to exceed 50% of the original quoted price, the contractor must notify the Department within 7 days prior to purchasing the material. Upon receipt of such notification, the Department will direct the Contractor to either (1) proceed with the work or (2) suspend the work and explore the use of alternate options.

If the decrease in the steel material exceeds 50% of the original quoted price, the contractor may submit to the Department additional market index information specific to the item in question to dispute the decrease. The Department will review this information and determine if the decrease is warranted.

When the steel product adjustment date, as defined in the Product Relationship Table, is after the approved contract completion date, the steel price adjustments will be based on the lesser value of either the MI for the month of the approved contract completion date or the MI for the actual adjustment date.

If the price adjustment is based on estimated material quantities for that time, and a revision to the total material quantity is made in a subsequent or final estimate, an appropriate adjustment will be made to the price adjustment previously calculated. The adjustment will be based on the same indices used to calculate the price adjustment which is being revised. If the adjustment date of the revised material quantity cannot be determined, the adjustment for the quantity in question, will be based on the indices utilized to calculate the steel price adjustment for the last initial documentation package submission, for the steel product subject to adjustment, that was incorporated into the particular item of work, for which quantities are being finalized.

Example: Structural steel for a particular bridge was provided for in three different shipments with each having a different mill shipping date. The quantity of structural steel actually used for the bridge was calculated and a steel price adjustment was made in a progress payment. At the conclusion of the work an error was found in the plans of the final quantity of structural steel used for the bridge. The quantity to be adjusted cannot be directly related to any one of the three mill shipping dates. The steel price adjustment for the quantity in question would be calculated using the indices that were utilized to calculate the steel price adjustment for the quantity of structural steel represented by the last initial structural steel documentation package submission. The package used will be the one with the greatest sequential number.

Extra Work/Force Account:

When steel products, as specified herein, are added to the contract as extra work, in accordance with the provisions of Article 104-7 or 104-3, the Engineer will determine and specify in the supplemental agreement, the need for application of steel price adjustments on a case-by-case basis. No steel price adjustments will be made for any products manufactured from steel having an adjustment date prior to the supplemental agreement execution date. Price adjustments will

be made as provided herein, except the Bidding Index will be based on the month in which the supplemental agreement pricing was executed.

For work performed on force account basis, reimbursement of actual material costs, along with the specified overhead and profit markup, will be considered to include full compensation for the current cost of steel and no steel price adjustments will be made.

Examples Form SPA-2
Steel Price Adjustment Submission Form

Contract Number C203394 Bid Reference Month January 2019
 Submittal Date 8/31/2019
 Contract Line Item 237
 Line Item Description APPROX....LBS Structural Steel
 Sequential Submittal Number 2

Supplier	Description of material	Location information	Quantity in lbs.	Adjustment Date
XYZ mill	Structural Steel	Structure 3, Spans A-C	1,200,000	May 4, 2020
ABC distributing	Various channel & angle shapes	Structure 3 Spans A-C	35,000	July 14, 2020
		Total Pounds of Steel	1,235,000	

- Note: Attach the following supporting documentation to this form.
- Bill of Lading to support the shipping dates
 - Supporting information for weight documentation (e.g., Pay item reference, Shop drawings, shipping documents, Standards Sheets, industry standards, or manufacturer's data)

By providing this data under my signature, I attest to the accuracy of and validity of the data on this form and certify that no deliberate misrepresentation in any manner has occurred.

Printed Name _____ Signature _____

Examples Form SPA-2**Steel Price Adjustment Submission Form**Contract Number C203394 Bid Reference Month January 2019Submittal Date August 31, 2019Contract Line Item 237Line Item Description SUPPORT, OVRHD SIGN STR -DFEB – STA 36+00Sequential Submittal
Number 2

Supplier	Description of material	Location information	Quantity in lbs.	Adjustment Date
XYZ mill	Tubular Steel (Vertical legs)	<u>-DFEB – STA 36+00</u>	12000	December 11, 2021
PDQ Mill	4" Tubular steel (Horizontal legs)	<u>-DFEB – STA 36+00</u>	5900	December 11, 2021
ABC distributing	Various channel & angle shapes (see quote)	<u>-DFEB – STA 36+00</u>	1300	December 11, 2021
	Catwalk assembly	<u>-DFEB – STA 36+00</u>	2000	December 11, 2021
Nucor	Flat plate	<u>-DFEB – STA 36+00</u>	650	December 11, 2021
		Total Pounds of Steel	21,850	

Note: Attach the following supporting documentation to this form.

- Bill of Lading to support the shipping dates
- Supporting information for weight documentation (e.g., Pay item reference, Shop drawings, shipping documents, Standards Sheets, industry standards, or manufacturer's data)

By providing this data under my signature, I attest to the accuracy of and validity of the data on this form and certify that no deliberate misrepresentation in any manner has occurred.

Printed Name

Signature

Price Adjustment Sample Calculation (increase)

Project bid on September 17, 2019

Line Item 635 “Structural Steel” has a plan quantity of 2,717,000 lbs.

Bidding Index for Structural Steel (Category 2) in the proposal was \$36.12/CWT = BI

450,000 lbs. of Structural Steel for Structure 2 at Station 44+08.60 were shipped to fabricator from the producing mill in same month, May 2021.

Monthly Index for Structural Steel (Category 2) for May 2021 was \$64.89/CWT = MI

The Steel Price Adjustment formula is as follows:

$$\text{SPA} = ((\text{MI} / \text{BI}) - 1) * \text{BI} * (\text{Q} / 100)$$

Where; SPA = Steel price adjustment in dollars

BI = Bidding Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

MI = Mill Shipping Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

Q = Quantity of steel product, in pounds (lbs.) actually incorporated into the work as documented by the Contractor, or Design Build Team and verified by the Engineer.

$$\text{BI} = \$36.12 / \text{CWT}$$

$$\text{MI} = \$64.89 / \text{CWT}$$

$$\% \text{ change} = ((\text{MI} / \text{BI}) - 1) = (\$64.89 / \$36.12 - 1) = (1.79651 - 1) = 0.79651162791$$

$$\text{Q} = 450,000 \text{ lbs.}$$

$$\text{SPA} = 0.79651162791 \times \$36.12 \times (450,000 / 100)$$

$$\text{SPA} = 0.79651162791 * \$36.12 * 4,500$$

$$\text{SPA} = \$129,465 \text{ pay adjustment to Contractor for Structural Steel (Structure 2 at Station 44+08.60)}$$

Price Adjustment Sample Calculation (decrease)

Project bid on December 18, 2018

Line Item 635 Structural Steel has a plan quantity of 2,717,000 lbs.

Bidding Index for Structural Steel (Category 2) in the proposal was \$46.72/CWT = BI

600,000 lbs. of Structural Steel for Structure 1 at Station 22+57.68 were shipped to fabricator from the producing mill in same month, August 2020.

Monthly Index for Structural Steel (Category 2) for August 2020 was \$27.03/CWT = MI

The Steel Price Adjustment formula is as follows:

$$\text{SPA} = ((\text{MI} / \text{BI}) - 1) * \text{BI} * (\text{Q} / 100)$$

Where; SPA = Steel price adjustment in dollars

BI = Bidding Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

MI = Mill Shipping Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

Q = Quantity of steel product, in pounds (lbs.) actually incorporated into the work as documented by the Contractor, or Design Build Team and verified by the Engineer.

$$\text{BI} = \$46.72 / \text{CWT}$$

$$\text{MI} = \$27.03 / \text{CWT}$$

$$\% \text{ change} = ((\text{MI} / \text{BI}) - 1) = (\$27.03 / \$46.72 - 1) = (0.57855 - 1) = -0.421446917808$$

$$\text{Q} = 600,000 \text{ lbs.}$$

$$\text{SPA} = -0.421446917808 * \$46.72 * (600,000 / 100)$$

$$\text{SPA} = -0.421446917808 * \$46.72 * 6,000$$

$$\text{SPA} = \$ 118,140.00 \text{ Credit to the Department for Structural Steel (Structure 1 at Station 22+57.68)}$$

Price Adjustment Sample Calculation (increase)

Project bid on July 16, 2020

Line Item 614 Reinforced Concrete Deck Slab has a plan quantity of 241974 lbs.

Bidding Index Reference Month was May 2020. Bidding Index for Reinforced Concrete Deck Slab (Category 1) in the proposal was \$29.21/CWT = BI

51,621 lbs. of reinforcing steel and 52,311 lbs. of epoxy coated reinforcing steel for Structure 2 at Station 107+45.55 -L- was shipped to fabricator from the producing mill in same month, May 2021.

Monthly Index for Reinforced Concrete Deck Slab (Category 1) for May 2021 was \$43.13/CWT = MI

The Steel Price Adjustment formula is as follows:

$$\text{SPA} = ((\text{MI} / \text{BI}) - 1) * \text{BI} * (\text{Q} / 100)$$

Where; SPA = Steel price adjustment in dollars

BI = Bidding Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

MI = Mill Shipping Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

Q = Quantity of steel product, in pounds (lbs.) actually incorporated into the work as documented by the Contractor, or Design Build Team and verified by the Engineer.

$$\text{BI} = \$29.21 / \text{CWT}$$

$$\text{MI} = \$43.13 / \text{CWT}$$

$$\% \text{ change} = ((\text{MI} / \text{BI}) - 1) = (\$43.13 / \$29.21 - 1) = (1.47655 - 1) = 0.47654912701$$

$$\text{Q} = 103932 \text{ lbs.}$$

$$\text{SPA} = 0.47654912701 * \$29.21 * (103,932 / 100)$$

$$\text{SPA} = 0.47654912701 * \$29.21 * 1,039.32$$

SPA = \$14,467.33 Pay Adjustment to Contractor for Reinforced Concrete Deck Slab (Category 1) at Station 107+45.55 -L-

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08)(Rev. 1-16-24)

108-2

SP1 G58

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

	<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2024	(7/01/23 - 6/30/24)	6% of Total Amount Bid
2025	(7/01/24 - 6/30/25)	52% of Total Amount Bid
2026	(7/01/25 - 6/30/26)	39% of Total Amount Bid
2027	(7/01/26 - 6/30/27)	3% of Total Amount Bid

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

DISADVANTAGED BUSINESS ENTERPRISE:

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

102-15(J)

SP1 G61

Description

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

Definitions

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

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

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

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

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

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

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

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

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

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

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

Forms and Websites Referenced in this Provision

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

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

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

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

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

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

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

Listing of DBE Subcontractors Form - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only.

[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20\(Federal\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20(Federal).docx)

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

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

DBE Goal

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

Disadvantaged Business Enterprises **3.0** %

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

Directory of Transportation Firms (Directory)

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

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

Listing of DBE Subcontractors

At the time of bid, bidders shall submit all DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be

used toward the Department's overall race-neutral goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

Bidders shall submit a listing of DBE participation in the appropriate section of the electronic submittal file.

- (1) Submit the names and addresses of DBE firms identified to participate in the contract. If the bidder uses the updated listing of DBE firms shown in the electronic submittal file, the bidder may use the dropdown menu to access the name and address of the DBE firm.
- (2) Submit the contract line numbers of work to be performed by each DBE firm. When no figures or firms are entered, the bidder will be considered to have no DBE participation.
- (3) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE's participation will not count towards achieving the DBE goal.

(B) Paper Bids

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

the project shall be reported in accordance with requirements contained elsewhere in the special provision.

DBE Prime Contractor

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

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

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

Written Documentation – Letter of Intent

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

The documentation shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 10:00 a.m. of the sixth calendar day following opening of bids, unless the sixth day falls on an official state holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 10:00 a.m. on the next official state business day.

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

Submission of Good Faith Effort

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

A hard copy and an electronic copy of this information shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 10:00 a.m. on the sixth

calendar day following opening of bids unless the sixth day falls on an official state holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 10:00 a.m. on the next official state business day. If the contractor cannot send the information electronically, then one complete set and 5 copies of this information shall be received under the same time constraints above.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

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

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.
 - (1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2nd and 3rd tier subcontractors).
- (C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- (D) (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at BOWD@ncdot.gov to give notification of the bidder's inability to get DBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the DBE goal.

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

- (1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the DBE goal.
- (2) The bidders' past performance in meeting the DBE goals.

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

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

Non-Good Faith Appeal

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

Counting DBE Participation Toward Meeting DBE Goal

(A) Participation

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

Commercially Useful Function

(A) DBE Utilization

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

contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and any other relevant factors.

(B) DBE Utilization in Trucking

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

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

DBE Replacement

When a Contractor has relied on a commitment to a DBE subcontractor (or an approved substitute DBE subcontractor) to meet all or part of a contract goal requirement, the contractor shall not

terminate the DBE subcontractor for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another DBE subcontractor, a non-DBE subcontractor, or with the Contractor's own forces or those of an affiliate.

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

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

- (a) The listed DBE subcontractor fails or refuses to execute a written contract;
- (b) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (c) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (d) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (e) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (f) The listed DBE subcontractor is not a responsible contractor;
- (g) The listed DBE voluntarily withdraws from the project and provides written notice of withdrawal;
- (h) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (i) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (j) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

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

(A) Performance Related Replacement

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

DBEs submitted at the time of bid to cover the same amount of work as the DBE that was terminated.

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

- (1) Copies of written notification to DBEs that their interest is solicited in contracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.
 - (2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:
 - (a) The names, addresses, and telephone numbers of DBEs who were contacted.
 - (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
 - (3) A list of reasons why DBE quotes were not accepted.
 - (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.
- (B) Decertification Replacement
- (1) When a committed DBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
 - (2) When a committed DBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).
 - (3) Exception: If the DBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, the Department will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement and overall goal.

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

Changes in the Work

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

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

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

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

Reports and Documentation

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

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

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

Reporting Disadvantaged Business Enterprise Participation

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

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

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

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

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

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

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

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

Failure to Meet Contract Requirements

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

CERTIFICATION FOR FEDERAL-AID CONTRACTS:

(3-21-90)

SP1 G85

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

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

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

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

RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:

(11-17-20)

SP01 G090

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

USE OF UNMANNED AIRCRAFT SYSTEM (UAS):

(8-20-19)

SP1 G092

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

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

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

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

EQUIPMENT IDLING GUIDELINES:

(1-19-21)

107

SP1 G096

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

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

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

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

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:

(11-22-94)

108-5

SP1 G100

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

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

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

SUBSURFACE INFORMATION:

(7-1-95)

450

SP1 G112 C

Subsurface information is available on the roadway and structure portions of this project.

PORTABLE CONCRETE BARRIER - (Partial Payments for Materials):

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

1170-4

SP1 G121

When so authorized by the Engineer, partial materials payments will be made up to 95 percent of the delivered cost of portable concrete barrier, provided that these materials have been delivered on the project and stored in an acceptable manner, and further provided the documents listed in Subarticle 109-5(C) of the *Standard Specifications* have been furnished to the Engineer.

The provisions of Subarticle 109-5(B) of the *Standard Specifications* will apply to the portable concrete barrier.

TWELVE MONTH GUARANTEE:

(7-15-03)

108

SP1 G145

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

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

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

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

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:

(1-16-07) (Rev 12-15-20)

105-16, 225-2, 16

SP1 G180

General

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

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

- (A) *Certified Supervisor* - Provide a certified Erosion and Sediment Control/Stormwater Supervisor to manage the Contractor and subcontractor operations, insure compliance with Federal, State and Local ordinances and regulations, and manage the Quality Control Program.
- (B) *Certified Foreman* - Provide a certified, trained foreman for each construction operation that increases the potential for soil erosion or the possible sedimentation and turbidity of surface waters.
- (C) *Certified Installer* - Provide a certified installer to install or direct the installation for erosion or sediment/stormwater control practices.
- (D) *Certified Designer* - Provide a certified designer for the design of the erosion and sediment control/stormwater component of reclamation plans and, if applicable, for the design of the project erosion and sediment control/stormwater plan.

Roles and Responsibilities

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

- (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
 - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
 - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.
- (2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:
- (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
 - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days and within 24 hours after a rainfall event equal to or greater than 1.0 inch that occurs within a 24 hour period. Additional monitoring may be required at the discretion of Division of Water Resources personnel if the receiving stream is 303(d) listed for turbidity and the project has had documented problems managing turbidity.
 - (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
 - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
 - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
 - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
 - (g) Provide secondary containment for bulk storage of liquid materials.
 - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
 - (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.

- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:
- (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
 - (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
 - (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
 - (d) Conduct the inspections required by the NPDES permit.
 - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
 - (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
 - (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
 - (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
 - (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
 - (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.
- (B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:
- (1) Foreman in charge of grading activities
 - (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
 - (3) Foreman in charge of utility activities
- The Contractor may request to use the same person as the Level II Supervisor and Level II Foreman. This person shall be onsite whenever construction activities as described above are taking place. This request shall be approved by the Engineer prior to work beginning.
- The Contractor may request to name a single Level II Foreman to oversee multiple construction activities on small bridge or culvert replacement projects. This request shall be approved by the Engineer prior to work beginning.
- (C) *Certified Installers* - Provide at least one onsite, Level I Certified Installer for each of the following erosion and sediment control/stormwater crew:
- (1) Seeding and Mulching
 - (2) Temporary Seeding
 - (3) Temporary Mulching

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

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

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

Preconstruction Meeting

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

Ethical Responsibility

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

Revocation or Suspension of Certification

Upon recommendation of the Chief Engineer to the certification entity, certification for *Supervisor*, *Certified Foremen*, *Certified Installers* and *Certified Designer* may be revoked or suspended with the issuance of an *Immediate Corrective Action (ICA)*, *Notice of Violation (NOV)*, or *Cease and Desist Order* for erosion and sediment control/stormwater related issues.

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

- (A) Failure to adequately perform the duties as defined within this certification provision.
- (B) Issuance of an ICA, NOV, or Cease and Desist Order.
- (C) Failure to fully perform environmental commitments as detailed within the permit conditions and specifications.
- (D) Demonstration of erroneous documentation or reporting techniques.

- (E) Cheating or copying another candidate's work on an examination.
- (F) Intentional falsification of records.
- (G) Directing a subordinate under direct or indirect supervision to perform any of the above actions.
- (H) Dismissal from a company for any of the above reasons.
- (I) Suspension or revocation of one's certification by another entity.

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

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

Chief Engineer
1536 Mail Service Center
Raleigh, NC 27699-1536

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

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

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

Measurement and Payment

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

PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:

(2-20-07) (Rev. 1-16-24)

105-16, 230, 801

SP1 G181

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

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

- (A) Either cease discharge or modify the discharge volume or turbidity levels to bring the downstream turbidity levels into compliance, or

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

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

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

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

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

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

No additional compensation for monitoring borrow pit discharge will be paid.

NOTE TO CONTRACTOR:

The Contractor shall be aware that the **FRA BUY AMERICA CERTIFICATE OF COMPLIANCE FORM** shall be filled out and submitted by the **awarded** Contractor. This document is available as a supplemental document on the letting page.

The Contractor shall be aware that the **FEDERAL RAILROAD ADMINISTRATION EXHIBITS A-C** shall be filled out and submitted by the **awarded** Contractor. This document is available as a supplemental document on the letting page.

County: WAKE

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	0001000000-E	200	CLEARING & GRUBBING .. ACRE(S)	Lump Sum	L.S.	
0004	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUBBING	1 ACR		
0005	0022000000-E	225	UNCLASSIFIED EXCAVATION	1,500 CY		
0006	0036000000-E	225	UNDERCUT EXCAVATION	4,750 CY		
0007	0106000000-E	230	BORROW EXCAVATION	222,000 CY		
0008	0134000000-E	240	DRAINAGE DITCH EXCAVATION	2,260 CY		
0009	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	7,700 SY		
0010	0177000000-E	250	BREAKING OF EXISTING ASPHALT PAVEMENT	8,500 SY		
0011	0195000000-E	265	SELECT GRANULAR MATERIAL	4,700 CY		
0012	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	5,200 SY		
0013	0199000000-E	SP	TEMPORARY SHORING	18,820 SF		
0014	0234000000-E	SP	GENERIC GRADING ITEM HAULING OF EXISTING PAVEMENT	200 CY		
0016	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	500 TON		
0017	0321000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	1,570 SY		
0018	0335100000-E	305	12" DRAINAGE PIPE	40 LF		

County: WAKE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0019	0360000000-E	310	12" RC PIPE CULVERTS, CLASS III	152 LF		
0020	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	2,072 LF		
0021	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	1,280 LF		
0022	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	160 LF		
0023	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	84 LF		
0024	0448600000-E	310	36" RC PIPE CULVERTS, CLASS IV	372 LF		
0025	0448700000-E	310	42" RC PIPE CULVERTS, CLASS IV	88 LF		
0026	0449000000-E	310	*** RC PIPE CULVERTS, CLASS V (30")	128 LF		
0027	0449000000-E	310	*** RC PIPE CULVERTS, CLASS V (42")	228 LF		
0028	0582000000-E	310	15" CS PIPE CULVERTS, 0.064" THICK	40 LF		
0029	0588000000-E	310	18" CS PIPE CULVERTS, 0.064" THICK	64 LF		
0030	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (15", 0.064")	2 EA		
0031	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (18", 0.064")	2 EA		
0032	0995000000-E	340	PIPE REMOVAL	2,996 LF		
0033	1011000000-N	500	FINE GRADING	Lump Sum	L.S.	
0034	1099500000-E	505	SHALLOW UNDERCUT	250 CY		
0035	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	500 TON		

County: WAKE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0036	1112000000-E	505	GEOTEXTILE FOR SUBGRADE STABILIZATION	750 SY		
0037	1121000000-E	520	AGGREGATE BASE COURSE	1,570 TON		
0038	1220000000-E	545	INCIDENTAL STONE BASE	100 TON		
0039	1275000000-E	600	PRIME COAT	133 GAL		
0040	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (3")	7,820 SY		
0041	1330000000-E	607	INCIDENTAL MILLING	830 SY		
0042	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	10,740 TON		
0043	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	7,270 TON		
0044	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	4,910 TON		
0045	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	1,155 TON		
0046	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	50 TON		
0047	1880000000-E	SP	GENERIC PAVING ITEM ABC(M) SHOULDER CONSTRUCTION	265 TON		
0048	2000000000-N	806	RIGHT-OF-WAY MARKERS	27 EA		
0049	2190000000-N	828	TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE	5 EA		
0050	2209000000-E	838	ENDWALLS	9 CY		
0051	2275000000-E	SP	FLOWABLE FILL	34 CY		
0052	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	58 EA		

County: WAKE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0053	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	40 LF		
0054	2354200000-N	840	FRAME WITH GRATE, STD 840.24	2 EA		
0055	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	3 EA		
0056	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	7 EA		
0057	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	21 EA		
0058	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	20 EA		
0059	2396000000-N	840	FRAME WITH COVER, STD 840.54	5 EA		
0060	2542000000-E	846	1'-6" CONCRETE CURB & GUTTER	320 LF		
0061	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	9,300 LF		
0062	2591000000-E	848	4" CONCRETE SIDEWALK	4,550 SY		
0063	2605000000-N	848	CONCRETE CURB RAMPS	15 EA		
0064	2612000000-E	848	6" CONCRETE DRIVEWAY	50 SY		
0065	2800000000-N	858	ADJUSTMENT OF CATCH BASINS	2 EA		
0066	2830000000-N	858	ADJUSTMENT OF MANHOLES	2 EA		
0067	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	10 EA		
0068	2860000000-N	859	CONVERT EXISTING CATCH BASIN TO JUNCTION BOX	3 EA		

County: WAKE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0069	2995000000-N	SP	GENERIC DRAINAGE ITEM CONVERT EXISTING CATCH BASIN TO 2GI	1 EA		
0070	3030000000-E	862	STEEL BEAM GUARDRAIL	3,475 LF		
0071	3045000000-E	862	STEEL BEAM GUARDRAIL, SHOP CURVED	337.5 LF		
0072	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5 EA		
0073	3195000000-N	862	GUARDRAIL END UNITS, TYPE AT-1	1 EA		
0074	3210000000-N	862	GUARDRAIL END UNITS, TYPE CAT-1	5 EA		
0075	3215000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE III	4 EA		
0076	3287000000-N	862	GUARDRAIL END UNITS, TYPE TL-3	3 EA		
0077	3288000000-N	862	GUARDRAIL END UNITS, TYPE TL-2	3 EA		
0078	3536000000-E	866	CHAIN LINK FENCE, 48" FABRIC	560 LF		
0079	3542000000-E	866	METAL LINE POSTS FOR 48" CHAIN LINK FENCE	47 EA		
0080	3548000000-E	866	METAL TERMINAL POSTS FOR 48" CHAIN LINK FENCE	4 EA		
0081	3628000000-E	876	RIP RAP, CLASS I	110 TON		
0082	3649000000-E	876	RIP RAP, CLASS B	320 TON		
0083	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	1,720 SY		
0084	4025000000-E	901	CONTRACTOR FURNISHED, TYPE *** SIGN (E)	100 SF		
0085	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	270 LF		

County: WAKE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0086	4102000000-N	904	SIGN ERECTION, TYPE E	20 EA		
0087	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE **** (GROUND MOUNTED) (D)	1 EA		
0088	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE **** (GROUND MOUNTED) (E)	1 EA		
0089	4154000000-N	907	STOCKPILE SIGN SYSTEM, U- CHANNEL	2 EA		
0090	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U- CHANNEL	12 EA		
0091	4192000000-N	907	DISPOSAL OF SUPPORT, U-CHANNEL	2 EA		
0092	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	709 SF		
0093	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	912 SF		
0094	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	135 SF		
0095	4415000000-N	1115	FLASHING ARROW BOARD	3 EA		
0096	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	4 EA		
0097	4430000000-N	1130	DRUMS	285 EA		
0098	4434000000-N	1140	SEQUENTIAL FLASHING WARNING LIGHTS	30 EA		
0099	4435000000-N	1135	CONES	30 EA		
0100	4445000000-E	1145	BARRICADES (TYPE III)	184 LF		
0101	4455000000-N	1150	FLAGGER	310 DAY		
0102	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	4 EA		

County: WAKE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0103	4480000000-N	1165	TMA	4 EA		
0104	4485000000-E	1170	PORTABLE CONCRETE BARRIER	2,830 LF		
0105	4507000000-E	1170	WATER FILLED BARRIER	1,010 LF		
0106	4510000000-N	1190	LAW ENFORCEMENT	1,196 HR		
0107	4516000000-N	1180	SKINNY DRUM	30 EA		
0108	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	538 EA		
0109	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	18,055 LF		
0110	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	805 LF		
0111	4700000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	500 LF		
0112	4709000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	157 LF		
0113	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	64 EA		
0114	4726110000-E	1205	HEATED-IN-PLACE THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	28 EA		
0115	4770000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (II)	626 LF		
0116	4770000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (IV)	626 LF		
0117	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	125,181 LF		
0118	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	2,805 LF		
0119	4825000000-E	1205	PAINT PAVEMENT MARKING LINES (12")	2,100 LF		

County: WAKE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0120	4830000000-E	1205	PAINT PAVEMENT MARKING LINES (16")	750 LF		
0121	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	1,047 LF		
0122	4840000000-N	1205	PAINT PAVEMENT MARKING CHARACTER	30 EA		
0123	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	282 EA		
0124	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	18,635 LF		
0125	4865000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (12")	322 LF		
0126	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	168 LF		
0127	4875000000-N	1205	REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS	49 EA		
0128	4880000000-E	1205	CURING COMPOUND REMOVAL, LINES	625 LF		
0129	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	10 EA		
0130	4905100000-N	1253	NON-CAST IRON SNOWPLOWABLE PAVEMENT MARKER	267 EA		
0131	5265000000-E	SP	GENERIC LIGHTING ITEM STREET LIGHTING CONDUIT INSTALLATION (2" PVC)	3,300 LF		
0132	5325600000-E	1510	6" WATER LINE	157 LF		
0133	5325800000-E	1510	8" WATER LINE	1,049 LF		
0134	5326200000-E	1510	12" WATER LINE	512 LF		
0135	5327400000-E	1510	24" WATER LINE	1,358 LF		
0136	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	18,815 LB		

County: WAKE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0137	5540000000-E	1515	6" VALVE	10 EA		
0138	5558000000-E	1515	12" VALVE	4 EA		
0139	5571800000-E	1515	8" TAPPING SLEEVE & VALVE	1 EA		
0140	5572200000-E	1515	12" TAPPING SLEEVE & VALVE	1 EA		
0141	5643000000-E	1515	*** WATER METER (5/8")	1 EA		
0142	5643200000-E	1515	2" WATER METER	1 EA		
0143	5648000000-N	1515	RELOCATE WATER METER	1 EA		
0144	5649000000-N	1515	RECONNECT WATER METER	1 EA		
0145	5656600000-E	1515	6" RPZ BACKFLOW PREVENTION ASSEMBLY	1 EA		
0146	5666000000-N	1515	FIRE HYDRANT	9 EA		
0147	5673000000-E	1515	FIRE HYDRANT LEG	199 LF		
0148	5679000000-E	1515	12" LINE STOP	1 EA		
0149	5679600000-E	1515	24" LINE STOP	2 EA		
0150	5686000000-E	1515	*** WATER SERVICE LINE (2")	57 LF		
0151	5686500000-E	1515	WATER SERVICE LINE	19 LF		
0152	5709100000-E	1520	2" FORCE MAIN SEWER	553 LF		
0153	5768000000-N	1520	SANITARY SEWER CLEAN-OUT	1 EA		

County: WAKE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0154	5768500000-E	1520	SEWER SERVICE LINE	67 LF		
0155	5781000000-E	1525	UTILITY MANHOLE WALL 4' DIA	18 LF		
0156	5798000000-E	1530	ABANDON *** UTILITY PIPE (4")	66 LF		
0157	5801000000-E	1530	ABANDON 8" UTILITY PIPE	99 LF		
0158	5804000000-E	1530	ABANDON 12" UTILITY PIPE	409 LF		
0159	5813000000-E	1530	ABANDON 24" UTILITY PIPE	1,337 LF		
0160	5815000000-N	1530	REMOVE WATER METER	5 EA		
0161	5815500000-N	1530	REMOVE FIRE HYDRANT	5 EA		
0162	5816000000-N	1530	ABANDON UTILITY MANHOLE	1 EA		
0163	5835000000-E	1540	*** ENCASEMENT PIPE (14")	100 LF		
0164	5835700000-E	1540	16" ENCASEMENT PIPE	275 LF		
0165	5836400000-E	1540	36" ENCASEMENT PIPE	385 LF		
0166	5872500000-E	1550	BORE AND JACK OF *** (36")	85 LF		
0167	5882000000-N	SP	GENERIC UTILITY ITEM 24" BUTTERFLY VALVE	2 EA		
0168	5882000000-N	SP	GENERIC UTILITY ITEM ADJUST 10" METER VAULT	1 EA		
0169	5882000000-N	SP	GENERIC UTILITY ITEM REMOVE BACKFLOW PREVENTION ASSEMBLY.	1 EA		
0170	6000000000-E	1605	TEMPORARY SILT FENCE	16,040 LF		

County: WAKE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0171	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	255 TON		
0172	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	1,620 TON		
0173	6012000000-E	1610	SEDIMENT CONTROL STONE	1,302 TON		
0174	6015000000-E	1615	TEMPORARY MULCHING	20 ACR		
0175	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	1,100 LB		
0176	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	5.5 TON		
0177	6024000000-E	1622	TEMPORARY SLOPE DRAINS	1,220 LF		
0178	6029000000-E	SP	SAFETY FENCE	360 LF		
0179	6030000000-E	1630	SILT EXCAVATION	2,400 CY		
0180	6036000000-E	1631	MATTING FOR EROSION CONTROL	22,500 SY		
0181	6038000000-E	SP	PERMANENT SOIL REINFORCEMENT MAT	35 SY		
0182	6042000000-E	1632	1/4" HARDWARE CLOTH	3,705 LF		
0183	6043000000-E	1644	LOW PERMEABILITY GEOTEXTILE	500 SY		
0184	6070000000-N	1639	SPECIAL STILLING BASINS	2 EA		
0185	6071002000-E	1642	FLOCCULANT	100 LB		
0186	6071030000-E	1640	COIR FIBER BAFFLE	440 LF		
0187	6084000000-E	1660	SEEDING & MULCHING	20 ACR		

County: WAKE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0188	6087000000-E	1660	MOWING	10 ACR		
0189	6090000000-E	1661	SEED FOR REPAIR SEEDING	200 LB		
0190	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	1 TON		
0191	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	650 LB		
0192	6108000000-E	1665	FERTILIZER TOPDRESSING	19.5 TON		
0193	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR		
0194	6117000000-N	1675	RESPONSE FOR EROSION CONTROL	18 EA		
0195	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	3 EA		
0196	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION CLEANOUT	54 EA		
0197	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION, TYPE 1	18 EA		
0198	7048500000-E	1705	PEDESTRIAN SIGNAL HEAD (16", 1 SECTION W/COUNTDOWN)	2 EA		
0199	7060000000-E	1705	SIGNAL CABLE	1,250 LF		
0200	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	3 EA		
0201	7132000000-E	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	3 EA		
0202	7300000000-E	1715	UNPAVED TRENCHING (***** (2, 2"))	325 LF		
0203	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	2 EA		
0204	7444000000-E	1725	INDUCTIVE LOOP SAWCUT	500 LF		

County: WAKE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0205	7456100000-E	1726	LEAD-IN CABLE (14-2)	3,500 LF		
0206	7541000000-N	1731	MODIFY SPLICE ENCLOSURE	1 EA		
0207	7642100000-N	1743	TYPE I POST WITH FOUNDATION	1 EA		
0208	7642200000-N	1743	TYPE II PEDESTAL WITH FOUNDATION	1 EA		
0209	7696000000-N	1751	CONTROLLERS WITH CABINET (***** (2070LX, BASE MTD)	1 EA		
0210	7708000000-N	1751	DETECTOR CARD (***** (2070LX)	7 EA		
0211	7901000000-N	1753	CABINET BASE EXTENDER	1 EA		
0230	0248000000-N	SP	GENERIC GRADING ITEM TYPE 2 BRIDGE APPROACH FILL, STA 32+23.01 -L-	Lump Sum	L.S.	
WALL ITEMS						
0212	8801000000-E	SP	MSE RETAINING WALL NO **** (1)	7,120 SF		
0213	8801000000-E	SP	MSE RETAINING WALL NO **** (2)	4,520 SF		
0214	8801000000-E	SP	MSE RETAINING WALL NO **** (3)	5,590 SF		
0215	8801000000-E	SP	MSE RETAINING WALL NO **** (4)	5,820 SF		
STRUCTURE ITEMS						
0216	8147000000-E	420	REINFORCED CONCRETE DECK SLAB	9,653 SF		
0217	8161000000-E	420	GROOVING BRIDGE FLOORS	10,716 SF		
0218	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	97 CY		

County: WAKE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0219	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (32+23.01 -L-)	Lump Sum	L.S.	
0220	8217000000-E	425	REINFORCING STEEL (BRIDGE)	11,588 LB		
0222	8328200000-E	450	PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP 14 X 73)	22 EA		
0223	8384000000-E	450	HP 14 X 73 STEEL PILES	1,320 LF		
0224	8475000000-E	460	TWO BAR METAL RAIL	230.67 LF		
0225	8517000000-E	460	1'-*** X ***** CONCRETE PARAPET (1'-2" X 3'-3")	245.67 LF		
0226	8531000000-E	462	4" SLOPE PROTECTION	44 SY		
0227	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum	L.S.	
0228	8867000000-E	SP	GENERIC STRUCTURE ITEM 72" CHAIN LINK FENCE (BLACK VINYL COATED)	230.67 LF		
0229	8278000000-E	430	FIB *** PRESTRESSED CONCRETE GIRDERS (54")	1,346.58 LF		

1026/Apr01/Q670253.09/D985579842000/E228

Total Amount Of Bid For Entire Project :