STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION



STATE BRIDGE MANAGEMENT UNIT

CONTRACT PROPOSAL

CONTRACT/WBS NUMBER:

DO00081/42580.3.13

ROUTE:

US 70

COUNTY: Craven

DESCRIPTION:

Cleaning & Painting of Bridge #'s 85, 86, 91 & 93

BID OPENING:

2:00 PM, Thursday September 23, 2010

NOTICE:

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

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO:

Mr. Rick Nelson, PE

Asst. State Bridge Management Engineer

4809 Beryl Road Raleigh, NC 27606



REVISED 9-7-10

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APPENDIX:

FHWA PROVISION REQUIREMENTS

PRE-QUALIFYING TO BID

In order to qualify to bid on this contract, all prospective Bidders must attend the Pre-Bid Conference.

All prospective Bidders shall be pre-qualified with the Department of Transportation prior to submitting a bid. Contractors who are not pre-qualified may obtain information and forms for pre-qualifying from:

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

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

PRE-BID CONFERENCE

All prospective bidders are to meet for the Pre-Bid Conference, at 10:00 AM, Thursday, September 9, 2010 in the Chief Engineer's Conference Room, 4809 Beryl Road, Raleigh, NC. This Conference will be conducted by Department personnel for the purpose of providing additional information about the project and to give Bidders an opportunity to ask any questions they may have. Only bids received from Bidders who have attended and properly registered at the Pre-Bid Conference will be considered.

No questions concerning the project will be answered by any Department personnel at any time except at the Pre-Bid Conference.

Attendance at the Pre-Bid Conference will not meet the requirements of proper registration unless the individual attending has registered at the Conference in accordance with the following:

- 1. The individual signs his or her name on the official roster;
- 2. The individual writes in the name and address of the company he or she represents, and
- 3. Only one company is shown as being represented by the individual attending.
- 4. The individual is an officer or permanent employee of the firm they represent.

AVAILABILITY OF FUNDS - TERMINATION OF CONTRACTS

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

In the event of termination, the Contractor shall be given a written notice of termination at least 60 days before completion of schedule work for which funds are available. In the event of termination, the Contractor shall be paid for the work already performed in accordance with the contract specifications.

PREPARATION AND SUBMISSION OF BIDS

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

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

REJECTION OF BIDS

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

AWARD OF CONTRACT

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

BID BOND OR BID DEPOSIT

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

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

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

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

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

PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

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

(A) The successful Bidder, at the time of the execution of the contract, shall provide a

contract performance bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. Such bond shall be solely for the protection of the contracting body which awarded the contract.

(B) The successful Bidder, at the time of the execution of the contract, shall provide a contract payment bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the prompt payment for all labor or materials for which a contractor or sub-contractor is liable. The payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which a contractor or subcontractor is liable.

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

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

DELIVERY OF BIDS

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

"Bid for State Highway Project No. BK-5102N, Cleaning & Painting Bridge #'s 85, 86, 91 & 93 in Craven County"

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

N. C. DEPARTMENT OF TRANSPORTATION BRIDGE MAINTENANCE UNIT 4809 BERYL ROAD RALEIGH, NC 27606

ATTENTION: Mr. Rick Nelson

The outer envelope shall also bear the statement:

"BID FOR STATE HIGHWAY PROJECT NO. BK-5102N"

If delivered in person, the sealed envelope shall be delivered to the office of North Carolina Department of Transportation, Bridge Maintenance Unit, 4809 Beryl Road, Raleigh, NC 27606. All bids shall be delivered prior to the time specified in the invitation to bid. Bids received after 2:00 PM, September 23, 2010, will not be accepted.

GENERAL PROJECT SPECIAL PROVISIONS

A. SCOPE OF WORK

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

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

B. LOCATION AND DESCRIPTION

See Traffic Control Plans.

C. CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this contract is no earlier than May 2, 2011 but not later than August 1, 2011.

The completion date for this contract is the date that is Ninety (90) consecutive calendar days after and including the date the Contractor begins work.

The liquidated damages for this contract time are Five Hundred Dollars (\$500.00) per calendar day. After award of the project, the Contractor shall notify the Engineer of his expected date for beginning work. Should the Contractor desire to revise this date, he shall notify the Engineer in writing at least thirty (30) days prior to the revised date.

At the pre-construction conference, the Contractor shall declare his expected date for beginning work.

D. INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES

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

US 70: 6:00 AM-9:00 AM Monday thru Friday 2:30 PM-6:00 PM Monday thru Friday

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

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS:

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

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

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

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

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

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

E. CONSTRUCTION METHODS

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

F. SITE INVESTIGATION AND REPRESENTATION

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

G. CONTROL OF EROSION, SILT AND POLLUTION

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

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

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

H. MATERIALS AND TESTING

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

I. TRAFFIC CONTROL

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

J. INDEMNIFICATION

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

K. COMPENSATION

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

L. ADDITIONAL COMPENSATION and/or EXTENSION OF COMPLETION DATE

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

M. BASIS OF PAYMENT

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

N. WORK PROCEDURES AND ASSIGNMENTS

Engineer

The Engineer for this project shall be the State Bridge Management Engineer, thru the issuing of the purchase order. Thereafter the Engineer shall be the Division 2 Engineer, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

Authority of the Engineer

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

Contractor Supervision

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

Availability

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

O. COMPETITIVE PROPOSALS

Pursuant to the provisions of G.S. 143-54 under penalty of perjury, the signer of this proposal certifies this proposal has not been arrived at collusively nor otherwise in violation of Federal or North Carolina Anti-Trust Laws. All proposals must be signed by the owner or an officer of the firm.

P. ACCEPTANCE AND REJECTION

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

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09) SPI G152

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

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

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

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

SEEDING AND MULCHING: (EastCrimp) (8-19-08)

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

All Roadway Areas

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

Waste and Borrow Locations

March 1 – August 31		September	September 1 - February 28	
75#	Tall Fescue	75#	Tall Fescue	
25#	Bermudagrass (hulled)	35#	Bermudagrass (unhulled)	
500#	Fertilizer	500#	Fertilizer	
4000#	Limestone	4000#	Limestone	

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

Approved Tall Fescue Cultivars

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

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

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

All areas seeded and mulched shall be tacked with asphalt. Crimping of straw in lieu of asphalt tack shall not be allowed on this project.

Temporary Seeding

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

Fertilizer Topdressing

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

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

Supplemental Seeding

The kinds of seed and proportions shall be the same as specified for *Seeding and Mulching*, with the exception that no centipede seed will be used in the seed mix for supplemental seeding. The rate of application for supplemental seeding may vary from 25# to 75# per acre. The actual rate

per acre will be determined prior to the time of topdressing and the Contractor will be notified in writing of the rate per acre, total quantity needed, and areas on which to apply the supplemental seed. Minimum tillage equipment, consisting of a sod seeder shall be used for incorporating seed into the soil as to prevent disturbance of existing vegetation. A clodbuster (ball and chain) may be used where degree of slope prevents the use of a sod seeder.

Basis of Payment

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

LAW ENFORCEMENT

SPECIAL

Description

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

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay ItemPay UnitLaw EnforcementHour

PROJECT SPECIAL PROVISION PAINTING EXISTING STRUCTURES

SPECIALTY ITEMS:

SSPC QP-2 Certification - The existing paint systems include toxic substances such as red lead oxide, which are considered hazardous if improperly removed. Only contractors who are currently SSPC QP-2, Category A certified, and have successfully completed lead paint removal on similar structures within 18 months prior to this bid, may bid on and perform this work. The Contractor must submit a list of projects for which QP2 work was performed within the last 18 months including owner contact information and submit a "Lead Abatement Affidavit" prior to being awarded the contract. This form may be downloaded from:

http://www.ncdot.gov/projects/ncbridges/

<u>Pre-Construction Meeting</u> – The following submittals must be submitted to the Engineer for review and approval prior to scheduling the pre-construction meeting:

Work Schedule, Containment drawings, Wash Water Sampling and Disposal Plan, Health & Safety Plan, Environmental Compliance Plan, Quality Control Plan (including, Personnel Qualifications, Product Data sheets for blast media and paint, Coating MSDS and test reports for each batch of paint to be used on the project, and paint repair procedures).

When requesting a pre-construction meeting the Contractor must contact the Engineer at least 7 working days in advance of the desired pre-construction date.

Work Schedule –Schedule shall be kept up to date, with a copy of the revised schedule being provided to the Engineer in a timely manner.

Twelve-month Observation Period - The Contractor maintains responsibility for the coating system for a twelve (12) month observation period beginning upon the satisfactory completion of all the work required in the plans or as directed by the Engineer. The Contractor must guarantee the coating system under the payment and performance bond (refer to Article 109-10). To successfully complete the observation period, the coating system must meet the following requirements after twelve (12) months service:

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

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

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

Containment Plan - No work begins until the Contractor furnishes the Engineer with a containment plan for surface preparation and coating operations and the Engineer reviews and responds in writing about the acceptability of said plan. Such plan must meet or exceed the requirements of a <u>Class 2A</u> containment in accordance with SSPC Guide 6. Enclosure drawings, loads supported by the structure and the ventilation system must be prepared, signed and sealed by a Registered North Carolina Professional Engineer.

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

Prior to beginning work, the contractor shall inspect the containment and submit a written statement certifying that the erected structure complies with the approved detailed drawings.

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

http://www.ncdot.gov/projects/ncbridges/

Waste Handling of Paint and Abrasives – Use a company from the below list of approved waste management companies. Immediately after award of the contract, the Contractor arranges for waste containers, testing, transportation and disposal of all waste. No work begins until the Contractor furnishes the Engineer with a written waste disposal plan. Any alternative method for handling waste must be pre-approved by the Engineer.

Southern Logistics, Inc. – 312 Orvil Wright Blvd, Greensboro, NC 27409 (Ph. 336-662-0292) A&D Environmental – PO Box 484, High Point, NC 27261 (Ph. 336-434-7750) Poseidon Environmental Services, Inc. – 837 Boardman-Canfield Rd #209, Youngstown, OH (Ph. 330-726-1560)

All removed paint and spent abrasive media shall be tested for lead following the SW-846 TCLP Method 1311 Extraction, as required in 40 CFR 261, Appendix 11, to determine whether it must be disposed of as hazardous waste. Random sampling using composite samples of at least 20% (minimum of 2 composite samples) of the waste is required for characterization of the waste. A composite sample consists of equal mass samples from 3 to 4 drums. The Contractor shall

furnish the Engineer certified test reports showing TCLP results of the paint chips stored on site, with disposal being in accordance with "Flowchart on Lead Waste Identification and Disposal".

(www.wastenotnc.org/hwhome/guidance/guidance.htm).

Until test results are received, all waste shall be considered hazardous waste and be stored and labeled as "Lead Waste-Pending Testing". Waste containers shall be stored in a covered and secured storage container. Once test results are received, waste shall be labeled as either "Hazardous Waste" or "Lead Waste Pending Disposal".

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

North Carolina Department of Environment & Natural Resources 1646 Mail Service Center Raleigh, NC 27699 Phone (919) 508-5400 Fax (919) 715-4061

At the time of shipping the Engineer will sign, date and add the ID number in the appropriate section on the manifest. The cost for waste disposal (including any lab fees) is included in the bid price for this contract. Note NC Hazardous Waste Management Rules (15A NCAC 13A) for more information. Provisional EPA ID numbers may be obtained at this link:

www.wastenotnc.org/HWHOME/ProvisionalIDRequirements.pdf

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

(http://slphreporting.ncpublichealth.com/EnvironmentalSciences/Certification/CertifiedLaboratory.asp)

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

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

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

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

SUBLETTING OF CONTRACT:

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

SPECIFICATIONS:

The North Carolina Department of Transportation (NCDOT) Standard Specifications for Roads and Structures dated July 2006, together with these Special Provisions apply to this project. Surface preparation and painting are performed in accordance with Section 442 except where otherwise noted in these Special Provisions. The Paint materials must meet the applicable materials specifications under Section 1080. Materials approvals are in accordance with 4.0 Materials of this Special Provision.

1.0 PREPARATION OF SURFACES:

- **1.1** Power washing with low pressure water Before any other surface preparation are conducted, all surfaces shall be power washed to remove dust, salts, dirt and other contaminants.
- 1.2 Blasting is done with recyclable steel grit meeting the requirements of Section 1080-15. The profile must be between 1.0 and 3.0 mils when measured on a smooth steel surface. A minimum of two tests per beam/girder and two tests per span of diaphragms/cross bracing shall be conducted and documented.
- **1.3** Before the contractor departs from the work site at the end of the work day, all debris generated during surface preparation are collected in approved containers.
- **1.4** The Contractor cleans a two square foot area at each structure to demonstrate the specified finish and the inspector preserves this area by covering it with tape, plastic or some other suitable means so that it can be retained as a site standard.
- **1.5** Any area of corroded steel (steel which has lost more than 50% of its original thickness) must not be painted until the Engineer observes its condition.
- 1.6 All parts of the bridges not to be painted, and the travelling public, shall be protected from overspray. The Contractor shall submit a plan to protect all parts of bridge that are not required to be painted, in addition to a plan to protect the traveling public and surrounding environment while applying all layers paint to a structure.
- **1.7** Surface chloride levels for painting are 7 ug/cm² or below.
- **1.8** All weld splatter, slag or other surface defects resulting in a raised surface above the final paint layer shall be removed prior to application of primer coat.

2.0 PAINTING OF STEEL:

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

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

All layers of paint that are not fully completed shall be tapered no less than 6" until successive coats are applied.

3.0 MATERIALS:

Only paint suppliers that have a NCDOT qualified inorganic zinc primer may furnish paints for this project. All paints applied to a structure must be from the same supplier. Before any paints are applied the Contractor provides the Engineer a manufacturer's certification that each batch of paint meets the requirements of the applicable Section 1080 of the *Standard Specifications*.

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

4.0 INSPECTION:

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

Contractor must insure that chloride levels on the surfaces are 7 ug/cm² or lower using an acceptable sample method in accordance with SSPC Guide 15. The frequency of testing shall be 2 tests per span after all surface preparation has been completed and immediately prior to painting. Test areas selected shall represent the greatest amount of corrosion in the span as determined by the Engineers' representative.

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

The Contractor informs the Engineer of all scheduled and unannounced inspections from SSPC, OSHA, EPA and/or others that come on site and furnishes the Engineer a copy of all inspection reports.

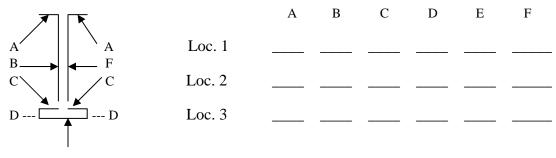
Inspection Instruments - The Contractor furnishes at least the following calibrated instruments at site and conducts the quality control testing:

Sling Psychrometer - ASTM E-337 – bulb type
Surface Temperature Thermometer
Wind Speed Indicator
Tape Profile Tester – ASTM D-4417 Method C
Surface Condition Standards – SSPC VIS-1 and VIS-3
Wet Film Thickness Gage – ASTM D-4414
Dry Film Thickness Gage – SSPC-PA2 Modified
Solvent Rub Test Kit – ASTM D-4752
Adhesion Test Kit – ASTM D-3359 Method A (Tape Test)
Adhesion Pull test – ASTM D-4541
Surface Contamination Analysis Kit or (Chloride Level Test Kit)

The contractor maintains a daily quality control record in accordance with Section 442-12 and such records must be available at the job site for review by the inspector and be submitted to the

Engineer as directed. In addition to the information required on M&T-610, the Contractor shall submit all DFT readings as required on M&T611.

A. The dry film thickness is measured at each spot as indicated on the attached diagram at no less than three random locations along each girder in each span. Also dry film thickness is measured at no less than six random spots per span on diaphragms/"K" frames. Each spot is an average of three to five readings in accordance with SSPC PA-2.



Randomly select one A, one C and one D spot along with B, E and F.

- **B.** Two random adhesion tests (1 test=3 dollies) per span are conducted on interior surfaces in accordance with ASTM D-4541 after the prime coat has been properly cured in accordance with ASTM D-4752 with no less than a 4 resistance rating, and will be touched up by the Contractor. The required minimum average adhesion is 400 psi.
- **C.** Cure of the intermediate and stripe coats shall be accessed by utilizing the thumb test prior to the application of any successive layers of paint.
- **D.** One random Cut Tape adhesion test per span is conducted in accordance with ASTM D-3359 on interior surface after the finish coat is cured. Repair areas shall be properly tapered and touched up by the Contractor.

5.0 SAFETY AND ENVIRONMENTAL COMPLIANCE PLANS:

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

6.0 ENVIRONMENTAL MONITORING:

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

A "Competent Person²" is on site during all surface preparation activities and monitors the effectiveness of containment and dust collection systems. Any visible emissions outside the containment enclosure or pump monitoring results exceeding the level of 30 μ g/m3 TWA is justification to suspend the work. Before any work begins the Contractor provides a written summary of the responsible person's safety training.

² Competent Person as defined in OSHA 29 CFR 1926.62 is one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who have authorization to take prompt corrective measures to eliminate them.

7.0 HEALTH AND SAFETY RESPONSIBILITY:

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

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

8.0 STORAGE OF PAINT AND EQUIPMENT:

The Prime Contractor provides a location for materials, equipment and waste storage. Tarpaulins are spread over all pavements and surfaces underneath equipment utilized for abrasive recycling and other lead handling equipment or containers.

9.0 UTILITIES:

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

10.0 PAYMENT:

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

This price shall be full compensation for all inspection equipment, all materials and labor necessary to fully contain the blast debris; daily collection of the blast debris into the specified containers; and any measures necessary to ensure conformance to all safety and environmental regulations as directed by the Engineer.

DESCRIPTION OF BRIDGES

Bridge #85 Craven County: The bridge was built in 1976 and carries eastbound US 70 Byp over SR1004 & Norfolk Southern Railroad. The superstructure consists of 5 spans of 6 lines of W30 and W36 I-Beams and 70" plate girders @ 7'-5" spacing. The bridge is 404' in length with

a concrete deck and a 42'-0" total deck width. The minimum roadway under clearance is 29'-11" and the minimum R/R clearance is 26'-8". The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is 30,311 sq. ft.

Bridge #86 Craven County: The bridge was built in 1976 and carries westbound US 70 Byp over SR1004 & Norfolk Southern Railroad. The superstructure consists of 4 spans of 7 lines of W30 and W36 I-Beams and 70" plate girders @ 7'-6" spacing. The bridge is 347' in length with a concrete deck and a 50'-0" total deck width. The minimum roadway under clearance is 28'-9" and the minimum R/R clearance is 28'-1". The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is 25,130 sq. ft.

Bridge #91 Craven County: The bridge was built in 1956 and carries eastbound US 70 Byp over Slocum Creek. The superstructure consists of 6 spans of 4 lines of W30 I-Beams @ 8'-0" spacing. The bridge is 226' in length with a concrete deck and a 31'-0" total deck width. The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is 7,476 sq. ft.

Bridge #93 Craven County: The bridge was built in 1960 and carries US 70 over Slocum Creek. The superstructure consists of 3 spans of 14 lines of W27 I-Beams @ 6'-5" spacing. The bridge is 105' in length with a concrete deck and a 92'-0" total deck width. The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is 7,504 sq. ft.

Paints on all bridges (regardless of color), contain red lead and other hazardous constituents. All cleaning and surface preparation activities must prevent dispersion of debris into the environment.

Surface area shown is approximate and may vary from the actual quantity to be painted. The Contractor is responsible for determining the actual area to be painted.

MANAGING BRIDGE WASH WATER

1.0 Description

Collect and properly dispose of Bridge Wash Water from bridge decks.

2.0 Construction Methods

- (A) Prepare a written Bridge Wash Water management plan in accordance with the Guidelines for Managing Bridge Wash Water available at http://www.ncdot.org/doh/preconstruct/ps/contracts/letting.html. Submit plan and obtain approval from the Engineer prior to beginning of the bridge cleaning operation.
- **(B)** Prior to final payment, submit a paper copy of all completed records pertaining to disposal of Bridge Wash Water.

3.0 Measurement and Payment

Payment for collecting, sampling, testing, pH adjustment, monitoring, handling, discharging, hauling, disposing of the bridge wash water, documentation, record keeping, and obtaining permits if applicable, shall be included in the payment for other items.

SUBMITTAL OF WORKING DRAWINGS

SPECIAL

General

Submit working drawings in accordance with Article 105-2 of the *Standard Specifications* and this provision. For this provision, "submittals" refers to only those listed in this provision. The list of submittals contained herein does not represent a complete list of required submittals for the project. Submittals are only necessary for those items as required by the contract. **Make submittals that are not specifically noted in this provision directly to the Resident Engineer**.

To minimize review time, make sure all submittals are complete when initially submitted. The first submittal may be made via email. Provide a contact name and information with each submittal. Direct any questions regarding submittal requirements to the Resident Engineer or State Bridge Management Unit.

Addresses and Contacts

Mr. Rick Nelson, PE	Mr. Aaron Dacey
Asst. State Bridge Management Engineer	Coatings & Corrosion Engineer
NC Dept. of Transportation	NC Dept. of Transportation
State Bridge Management Unit	Materials & Tests Unit
4809 Beryl Drive	1563 Mail Service Center
Raleigh, NC 27606	Raleigh, NC 27699-1563
Fax: 919.733.2348	Fax: 919.733.8742
Ph: 919.733.4362	Ph: 919.329.4090
Email: enelson@ncdot.gov	Email: adacey@ncdot.gov

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

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

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

SUBMITTALS

Submittal	Copies Required by SBMU	Copies Required by Materials&Tests	Contract Reference Requiring Submittal
Bridge Painting Submittals (Under Structure Platforms, Containment, Product Data, Helalth&Safety, QC Plan, etc.)	1 via email, Then 5 hard copies	1 via email	Special Provision

SECURING OF VESSELS

(10-12-01)

Secure vessels in accordance with Section 107 of the Standard Specifications and the following provision.

When utilizing barges, tugboats or other vessels, take all necessary precautions to ensure that such vessels are securely anchored or moored when not in active operation. Take all necessary measures to ensure that the vessels are operated in a manner that avoids damage to or unnecessary contact with bridges and other highway structures and attachments. If severe weather conditions are anticipated, or should be anticipated through reasonable monitoring of weather forecasts, take additional measures to protect bridges and other highway structures and attachments from extreme conditions. The Contractor is strictly liable for damages to any bridge or other highway structure or attachment caused by a vessel owned or controlled by the Contractor. The Contractor is also liable to third parties for property damages and loss of revenue caused by vessels under the Contractor's control.

COORDINATION WITH THE U. S. COAST GUARD

(SPECIAL)

At no time during work will the waterway be closed or narrowed to navigation without prior approval from the Coast Guard. The contractor is required to maintain close and regular contact with the Coast Guard, Sector North Carolina to keep them informed to activities in the waterway with Steve Lyons at (252)-247-4525 or email Stephen.w.lyons2@uscg.mil. Also must contact the 5th Coast Guard District with Bill Brazier at (757) 398-6422 or email at Bill.H.Brazier@uscg.mil.

All waterway narrowing or closures shall be requested in writing and shall be received by the District Commander of the Coast Guard at least 30 days in advance of the closure so that the appropriate marine notifications can be made.

All work shall be conducted so that free navigation of the waterway is not unreasonably interfered with and the present navigable depths are not impaired. Timely notice of any and all events that affect navigation shall be given to the District Commander during the work on the channel span. The channel shall be promptly cleared of all obstructions placed therein or caused by the contractor.

WORK IN, OVER OR ADJACENT TO NAVIGABLE WATERS: (SPECIAL)

All work in, over, or adjacent to navigable waters shall be in accordance with the special provisions and conditions contained in the permits obtained by the Department from the U.S. Coast Guard, U.S. Army Corps of Engineers, or other authority having jurisdiction. The work shall have no adverse effect on navigation of the waterway including traffic flow, navigational depths, and horizontal and vertical clearances without approval from the authorities granting the permits.

The Contractor shall prepare drawings necessary to obtain any permits which may be required for his operations which are not included in the Department's permit including but not limited to excavation and dumping, constructing wharves, piers, ramps, and other structures connecting to bank or shore, and drawings for constructing falsework, cofferdams, sheeting, temporary bridges, and any other construction within the waterway. Submittals shall show locations of such work with respect to the navigational opening. The Contractor shall coordinate the submittal of drawings with the Engineer.

All construction shall progress and be maintained in a safe and timely manner. Temporary construction facilities shall be removed completely and promptly upon discontinuation of their useful purpose

The Contractor shall immediately notify the appropriate authorities and take corrective measures as needed when any situation occurs that imposes a threat to the public. He shall also immediately correct any acts or occurrences that contradict or violate any requirements in the plans, special provisions, or permits when corrective measures can be performed in a safe manner. The Contractor shall notify the appropriate authorities when such corrective measures cannot be performed in a safe manner.

All costs incurred by the Contractor in complying with the above requirements shall be included in the prices bid for the various pay items and no additional payment will be made.

<u>SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTEREST - NORFOLK SOUTHERN RAILROAD</u>

Under the terms of these provisions, the North Carolina Department of Transportation shall hereinafter be called "Department", and the Norfolk Southern Railway Company shall hereinafter be called "Railroad".

1. AUTHORITY OF RAILROAD ENGINEER AND DEPARTMENT ENGINEER:

The authorized representative of the Railroad, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad traffic including the adequacy of the foundations and structures supporting the Railroad tracks.

The authorized representative of the North Carolina Department of Transportation, hereinafter referred to as the Department Engineer, shall have authority over all other matters as prescribed herein including Project Specifications, Special Provisions, and the plans.

2. NOTICE OF STARTING WORK:

- A. The Contractor shall not commence any work on Railroad right of way until he has complied with the following conditions:
 - (1) Give the Railroad written notice, with copy to the Department Engineer who is designated to be in charge of the work, at least ten (10) days in advance of the date he proposes to begin work on Railroad right of way to:

Office of Chief Engineer - Bridges & Structures Norfolk Southern Corporation 1200 Peachtree Street NE Internal Box 142 Atlanta, Georgia 30309

(2) Obtain written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by section 14 herein. The Railroad does not accept notation of Railroad protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. The policy will be

- reviewed for compliance prior to written approval. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for Railroad to review.
- (3) Obtain Railroad's Flagging Services as required by section 7 herein.
- (4) Obtain written authorization from the Railroad to begin work on Railroad's right of way, such authorization to include an outline of specific conditions with which he must comply.
- (5) Furnish a schedule for all work within the Railroad right of way as required by section 7B1 herein.
- B. The Railroad's written authorization to proceed with the work will include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative will be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the right of way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service (watchman) shall be deferred by the Contractor until the flagging protection or inspection service required by the Railroad is available at the job site.
- B. Whenever work within Railroad's right of way is of such a nature that impediment to Railroad operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provision is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Department.

4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are as follows:
 - (1) Horizontal clearance measured from centerline of track to falsework:

13'-0" on tangent track 14'-0" on curved track

- (2) Vertical clearance from top of rail to falsework: 22'-0"
- B. However, before undertaking any work within Railroad's right of way, or before placing any obstruction over any track, the Contractor shall:
 - (1) Notify the Railroad Engineer at least 72 hours in advance of the work.
 - (2) Receive assurance from the Railroad Engineer that arrangements have been made for flagging service as may be necessary.
 - (3) Receive permission from the Railroad Engineer to proceed with the work.
 - (4) Ascertain that the Department Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES:

A. General:

Construction work and operations by the Contractor on Railroad's property shall be:

- (1) Subject to the inspection and approval of the Railroad.
- (2) In accord with the Railroad's written outline of specific conditions.
- (3) In accord with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
- (4) In accord with these Special Provisions.

B. Work Plan

A work plan detailing all aspects of the maintenance activities on and around railroad right of way must be submitted to the Railroad and approved in writing prior to entry to or any work beginning in the railroad right of way.

The work plan shall include a detailed construction schedule for the duration of the project clearly indicating the time periods for all work on and around railroad right of way.

Provide a listing and location of the anticipated equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction. All work in the vicinity of railroad property that has the potential of affecting train operations must be submitted and approved by the railroad prior to work being performed.

If a containment system is proposed over the track(s), the submittal must include a written installation and removal procedure and a plan showing the details of the system. This submission is to include any work platforms with design loads and supporting calculations signed and sealed by a Professional Engineer in the State of North Carolina. The design of the system shall also be in accordance with OSHA and all applicable environmental standards. The containment system must provide 22'-0 vertical clearance measured from the top of rail to the lowest point of containment structure within 6'-0" from centerline of track. If the existing vertical clearance is less than 22'-0", no reduction in vertical clearance is permissible. The containment system shall not encroach upon the horizontal clearance envelope of fourteen feet (14') as measured perpendicularly from the centerline of the nearest track. Any proposed variances to the clearance requirements must be provided in writing and will require railroad approval, which may be withheld for any reason.

C. Maintenance of Railroad Facilities:

- (1) The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad's right of way and repair any other damage to the property of the Railroad or its tenants.
- (2) All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

D. Storage of Materials and Equipment:

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the right of way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all loss, costs, expenses, claim or liability for loss of or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

E. Cleanup:

Upon completion of the work, the Contractor shall remove from within the limits of the Railroad's right of way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said right of way in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

6. <u>DAMAGES</u>:

- A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. <u>Requirements:</u>

Flagging services will not be provided until the Contractor's insurance has been reviewed and approved by the Railroad.

Under the terms of the agreement between the Department and Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's men or equipment are, or are likely to be, working on the Railroad's right of way, or across, over, adjacent to or under a track, or when such work has disturbed or is likely to disturb a Railroad structure, Railroad roadbed, or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad Engineer or performs work that has not been scheduled with the Railroad Engineer, a flagman or flagmen may be required full time until the project has been completed. Should such violations or unscheduled, unauthorized work by the Contractor result in full time flagging being required by the Railroad, the additional cost of such flagging above normal flagging cost shall be deducted from the final payment to the Contractor as provided in Article 109-9 of the Standard Specifications. Neither Department nor Railroad will be liable for damages resulting from unscheduled or unauthorized work.

B. Scheduling and Notification:

(1) The Contractor's work requiring railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman presence in excess of 40 hours per week.

- (2) No later than the time that approval is initially requested to begin work on Railroad right of way, the Contractor shall furnish to the Department and Railroad a schedule for all work required to complete the portion of the project within Railroad right of way and arrange for a job site meeting between the Contractor, Department, and Railroad. Flagman or flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
- (3) The Contractor will be required to give the Railroad Engineer at least 10 working days of advance written notice of intent to begin work within Railroad's right of way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad Engineer at least 3 working days of advance notice before resuming work on Railroad's right of way. Such notices shall include sufficient details of the proposed work to enable the Railroad Engineer to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Department Engineer a copy; if notice is given verbally, it shall be confirmed in writing with a copy to the Department Engineer.
- (4) If flagging is required, no work shall be undertaken until the flagman, or flagmen, is present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.
- (5) If, after the flagman is assigned to the project site, emergencies arise which require the flagman's presence elsewhere, the Contractor shall delay work on Railroad right of way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Department or Railroad.

C. Payment:

- (1) The Department will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction. The Contractor shall reimburse the Railroad for any costs of the flagging which is required for work for the benefit of the Contractor.
- (2) The estimated cost of flagging service is the current rate per day based on a 10-hour work day. This cost includes the base pay for each flagman, overhead, and a per diem charge for travel expenses, meals and lodging. The charge by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
- (3) Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1½ times the appropriate rate.

Work by a flagman in excess of 12 hours per day will result in overtime pay at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is $2\frac{1}{2}$ times the normal rate.

(4) Railroad work involved in preparing and handling bills will also be charged to the Department. Charges to the Department by the Railroad shall be in accordance with applicable provisions of the Federal-Aid Policy Guide, Title 23 Subchapter B, Part 140I and Subchapter G, Part 646B issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

D. Verification:

(1) Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagman or flagmen must be resolved in a timely manner. If need for flagman or flagmen is questioned, please contact Railroad's System Engineer of Public Improvements at (404) 529-1641. All verbal complaints must be confirmed in writing by the Contractor within 5 working days with copy to the Department Engineer. Address all written correspondence to:

Office of Chief Engineer-Bridges & Structures Attn: System Engineer of Public Improvements Norfolk Southern Corporation 1200 Peachtree St. NE Internal Box 142 Atlanta, GA 30309

(2) The Railroad flagman assigned to the project will be responsible for notifying the Department Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Department Engineer will document such notification and general flagging times for verification purposes in the project records. When requested, the Department Engineer will also sign the flagman's diary showing daily time spent and activity at the project site. Also if requested, the flagman will cooperate with the Department by submitting daily timesheets or signing the Department Engineer's diary showing daily time spent at the project site.

8. HAUL ACROSS RAILROADS:

A. Where the plans show or imply that materials of any nature must be hauled across a Railroad, unless the plans clearly show that the Department has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad. The Contractor will be required to bear all costs incidental, including flagging, to such crossings whether services are performed by his own forces or by Railroad personnel.

B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, all at the expense of the Contractor, is first obtained from the Railroad Engineer. The approval process for a temporary private crossing agreement executed between the Contractor and Railroad normally takes 90 days.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans and included in the force account agreement between the Department and the Railroad; or will be covered by appropriate revisions to same which will be initiated and approved by the Department and/or Railroad.
- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing the work. The Contractor shall cooperate with others in the construction of the project to the end that all work may be accomplished to the best advantage.
- B. No charge or claims of the Contractor against either the Department or Railroad will be allowed for hindrance or delay on account of railroad traffic, any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these special provisions.
- C. The Contractor's attention is called to the fact that neither the Department nor Railroad assumes any responsibility for any work performed by others in connection with the construction of the project, and the Contractor shall have no claim whatsoever against the Department, or Railroad for any inconvenience, delay, or additional cost incurred by him on account of such operations by others.

11. TRAINMAN'S WALKWAYS:

Along the outer side of each exterior track of multiple operated tracks, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10' from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track shall be placed.

12. GUIDELINES FOR PERSONNEL ON RAILROAD'S RIGHT OF WAY:

- A. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slipon type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing Safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended to wear reflective vests.
- B. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- C. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- D. No one is allowed to cross tracks without specific authorization from the flagman.
- E. All welders and cutting torches working within 25' of track must stop when train is passing.
- F. No steel tape or chain will be allowed to cross or touch rails without permission.

13. GUIDELINES FOR EQUIPMENT ON RAILROAD'S RIGHT OF WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15 ft. of centerline of track without specific permission from Railroad Engineer and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.
- I. No equipment or load movement within 25' or above a standing train or railroad equipment without specific authorization of the flagman.

- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad's property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

14. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to provide coverage conforming to the requirements of the Federal-Aid Policy Guide outlined under Title 23 Subchapter G, Part 646A for all work to be performed on Railroad's right of way by carrying insurance of the following kinds and amounts:
 - (1) Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in section 14A2(c) below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.
 - (2) Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

(a) The insurer must be rated A- or better by A.M. Best Company, Inc.

- (b) The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:
 - (1) CG 00 35 01 96 and CG 28 31 10 93; or
 - (2) CG 00 35 07 98 and CG 28 31 07 98; or
 - (3) CG 00 35 10 01; or
 - (4) CG 00 35 12 04
- (c) The named insured shall read:

Norfolk Southern Railway Company Three Commercial Place Norfolk, Virginia 23510-2191 Attn: Risk Management

(d) The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Department project and contract identification numbers.

The Description and Designation shall read:

Description and Designation: Cleaning and Painting existing bridge girders on I-277 Bridge No. 332 over the tracks of Norfolk Southern Railway Company in Mecklenburg County, North Carolina identified as State TIP BK-5102D and Federal Project BRIMS-0277(13).

(e) The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number.

NOTE: Do not include any references to milepost on the insurance policy.

- (f) The name and address of the prime contractor must appear on the Declarations.
- (g) The name and address of the Department must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- (h) Other endorsements/forms that will be accepted are:
 - (1) Broad Form Nuclear Exclusion Form IL 00 21
 - (2) 30-day Advance Notice of Non-renewal or cancellation
 - (3) 60-day written notice to the Department prior to cancellation or change
 - (4) Quick Reference or Index Form CL/IL 240
- (i) Endorsements/forms that are **NOT** acceptable are:
 - (1) Any Pollution Exclusion Endorsement except CG 28 31
 - (2) Any Punitive or Exemplary Damages Exclusion

- (3) Known injury or Damage Exclusion form CG 00 59
- (4) Any Common Policy Conditions form
- (5) Any other endorsement/form not specifically authorized in section 14A2(h) above.
- B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in section 14A1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way. As an alternative, the Prime Contractor may provide insurance for the subcontractor by means of separate and individual policies.
- C. Prior to entry on Railroad's right of way, the original and one duplicate copy of the Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Department and Railroad at the addresses below, and one certified copy of the Prime Contractor and any Subcontractors policy is to be forwarded to the Department for its review and transmittal to the Railroad. All policies and certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to the Department and Railroad. The Railroad will not permit any work on its right of way until it has reviewed and approved the evidence of insurance required herein.

DEPARTMENT:

NCDOT Rail Division
Engineering & Safety Branch
C/O State Railroad Agent
1556 Mail Service Center
Raleigh, NC 27699-1556

RAILROAD:

Risk Management Norfolk Southern Railway Company Three Commercial Place Norfolk, Virginia 23510-2191

- D. The insurance required herein shall in no way serve to limit the liability of Department or its Contractors under the terms of this agreement.
- E. The insurance amounts specified are minimum amounts and the Contractor may carry insurance in larger amounts if he so desires. As to "aggregate limits", if the insurer establishes loss reserves equal to or in excess of the aggregate limit specified in any of the required insurance policies, the Contractor shall immediately notify the Department and shall cease all operations until the aggregate limit is reinstated. If the insurer establishes loss reserves equal to or in excess of one/half of the aggregate limit, the Contractor shall arrange to restore the aggregate limit to at least the minimum amount stated in these requirements. Any insurance policies and certificates taken out and furnished due to these requirements shall be approved by the Department and Railroad as to form and amount prior to beginning work on Railroad's right of way.
- F. All insurance herein before specified shall be carried until the final inspection and acceptance of the project by the Department and Railroad, or acceptance of that portion of the project within Railroad's right of way. At this point, no work or any other activities by the Contractor shall take place in Railroad's right of way without written permission from both the Department and Railroad.

15. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
 - (1) The Railroad Engineer may require that the Contractor vacate Railroad's property.
 - (2) The Department Engineer may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Department Engineer and the Railroad Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such cost shall be included in the various prices bid to perform the work.

17. COMPLETION AND ACCEPTANCE:

Upon completion of the work, the Contractor shall remove from within the limits of the Railroad's right of way all machinery, equipment, surplus materials, rubbish or temporary buildings of the Contractor, and leave said right of way in a neat and orderly condition. After the final inspection has been made and work found to be completed in a satisfactory manner acceptable to the Department and Railroad, the Department will be notified of the Railroad's acceptance in writing by the Railroad's Chief Engineer or his authorized representative within ten (10) days or as soon thereafter as practicable.

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE: (PO & MUNICIPALITIES)

(10-16-07) SPIG68

Policy

It is the policy of the North Carolina Department of Transportation that Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) as defined in *GS 136-28.4* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by State Funds.

Obligation

The Contractor, subcontractor, and sub-recipient shall not discriminate on the basis of race, religion, color, creed, national origin, sex, handicapping condition or age in the performance of this contract. The Contractor shall comply with applicable requirements of *GS 136-28.4* in the award and administration of state funded contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems necessary.

Definitions

Commitment - The approved MBE/WBE participation submitted by the prime contractor during the bidding process.

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

Department (DOT)- North Carolina Department of Transportation (See Municipality)

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

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

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

MBE/WBE – This term is used for convenience only. Minority Business Enterprise and Women Business Enterprise are not interchangeable terms and the goals for either or both are not interchangeable.

Goal - The MBE/WBE participation specified herein

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

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

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

Form RS-1-D - Form for subcontracts involving MBE/WBE subcontractors attesting to the agreed upon unit prices and extensions for the affected contract items.

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

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

Contract Goal

The following goals for participation by Minority Business Enterprises and Women Business Enterprises are established for this contract.

(A) Minority Business Enterprises 0 %

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

(B) Women Business Enterprises 0 %

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

Contract Requirement

The approved MBE/WBE participation submitted by the Contractor shall be the **Contract Requirement.**

Certified Transportation Firms Directory

Real-time information about firms doing business with the Department and firms that are certified through North Carolina's Unified Certification Program is available in the Directory of

Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering https://apps.dot.state.nc.us/vendor/directory in the address bar of your web browser. Only firms identified as MBE/WBE certified in the Directory can be utilized to meet the contract goals.

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

Listing of MBE/WBE Subcontractors in Contract

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

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

Written Documentation – Letter of Intent

The bidder shall submit written documentation of the bidder/offeror's commitment to use MBE/WBE subcontractors whose participation it submits to meet a contract goal and written confirmation from each MBE/WBE, listed in the proposal, indicating their participation in the contract. This documentation shall be submitted on the Department's form titled "Letter of Intent to Perform as Subcontractor". This letter of intent form is available at:

http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf. It shall be received in the office of the (Officer/Engineer) no later than (Time of Day) of the (No. of Days) calendar day following opening of bids.

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

Counting MBE/WBE Participation Toward Meeting MBE/WBE Goal of Zero or More

- (A) If a firm is determined to be an eligible MBE/WBE firm, the total dollar value of the participation by the MBE/WBE will be counted toward the contract requirement. The total dollar value of participation by a certified MBE/WBE will be based upon the value of work actually performed by the MBE/WBE and the actual payments to MBE/WBE firms by the Contractor.
- (B) When a MBE/WBE performs as a participant in a joint venture, the Contractor may count toward its MBE/WBE goal a portion of the total value of participation with the MBE/WBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the MBE/WBE performs with its forces.
- **(C)** The Contractor may count toward its MBE/WBE goal only expenditures to (1) MBE/WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department (Insert Municipality Name and delete Department, if applicable) will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE/WBE credit claimed for its performance of the work, and other relevant factors.
 - (2) A MBE/WBE may enter into subcontracts. Work that a MBE/WBE subcontracts to another MBE/WBE firm may be counted toward the contract goal. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward the contract goal. If a MBE/WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, the MBE/WBE shall be presumed not to be performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to the Department (Insert Municipality Name and delete Department, if applicable) for commercially useful functions. The Department's (Insert Municipality Name and delete Department, if applicable) decision on the rebuttal of this presumption will be final.
 - (3) The following factors will be used to determine if a MBE/WBE trucking firm is performing a commercially useful function.
 - (a) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting MBE/WBE goals.
 - (b) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

- (c) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (d) The MBE/WBE may lease trucks from another MBE/WBE firm, including an owner-operator who is certified as a MBE/WBE. The MBE/WBE who leases trucks from another MBE/WBE receives credit for the total value of the transportation services the lessee MBE/WBE provides on the contract.
- (e) The MBE/WBE may also lease trucks from a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who leases trucks from a non-MBE/WBE is entitled to credit for the total value of transportation services provided by non-MBE/WBE lessees not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.
- (f) For purposes of this paragraph, a lease shall indicate that the MBE/WBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the MBE/WBE.
- (**D**) A contractor may count toward its MBE/WBE goals 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from MBE/WBE regular dealer and 100 percent of such expenditures to a MBE/WBE manufacturer.
- (E) A contractor may count toward its MBE/WBE goals the following expenditures to MBE/WBE firms that are not manufacturers or regular dealers:
 - (1) The fees or commissions charged by a MBE/WBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
 - (2) The fees or commissions charged for assistance in the procurement of the materials and supplies, or for transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are not from a manufacturer or regular dealer and provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Good Faith Effort for Projects with Goals more than Zero

If the MBE/WBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the MBE/WBE contract goals, the apparent lowest responsive bidder shall submit to the (Officer/Engineer) documentation of its good faith efforts made to reach each contract goal. One complete set and 9 copies of this information shall be received in the office of the (Officer/Engineer) no later than (Time of Day) of the (No. of Days) calendar day following opening of bids. Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of MBE/WBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Department (Insert Municipality Name and delete Department, if applicable) considers in judging good faith efforts. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

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

- (A) Whether the bidder attended any pre-bid meetings that were scheduled by the Department (<u>Insert Municipality Name and delete Department</u>, if applicable) to inform MBE/WBEs of subcontracting opportunities.
- (B) Whether the bidder provided solicitations through all reasonable and available means (e.g. advertising in newspapers owned and targeted to the MBE/WBEs at least 10 calendar days prior to bid opening). Whether the bidder provided written notice to all MBE/WBEs listed in the NCDOT Directory of Transportation Firms, within the Divisions and surrounding Divisions where the project is located, that specialize in the areas of work (as noted in the MBE/WBE Directory) that the bidder will be subletting.
- (C) Whether the bidder followed up initial solicitations of interests by contacting MBE/WBEs to determine with certainty whether they were interested. If a reasonable amount of MBE/WBEs within the targeted Divisions do not provide an intent to quote or no MBE/WBEs specialize in the subcontracted areas, the bidder shall notify MBE/WBEs outside of the targeted Divisions that specialize in the subcontracted areas, and call the Business Development Manager in the NCDOT Office of Civil Rights (Insert Municipality Name and delete Department title, if applicable) to give notification of the bidder's inability to get MBE/WBE quotes.
- (D) Whether the bidder selected portions of the work to be performed by MBE/WBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the bidder might otherwise perform these work items with its own forces.
- (E) Whether the bidder provided interested MBE/WBEs with adequate and timely information about the plans, specifications and requirements of the contract.
- (F) Whether the bidder negotiated in good faith with interested MBE/WBEs without rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be noted in writing with a description as to why an agreement could not be reached.

- (G) Whether quotations were received from interested MBE/WBE firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable.
- (H) Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation.
- (I) Whether the bidder made any efforts and/or offered assistance to interested MBE/WBEs in obtaining the necessary equipment, supplies, materials, insurance, and/or bonding to satisfy the work requirements in the bid proposal.
- (J) Any other evidence that the bidder submits which show that the bidder has made reasonable good faith efforts to meet the contract goal.

If a bidder is the apparent lowest responsive bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department (<u>Insert Municipality Name and delete Department</u>, if applicable) will consider allowing the bidder to combine the MBE participation as long as the MBE overall goal value of the combined projects is achieved.

If a bidder is the apparent lowest responsive bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department (<u>Insert Municipality Name and delete Department</u>, if applicable) will consider allowing the bidder to combine the WBE participation as long as the WBE overall goal value of the combined projects is achieved.

If the Department (<u>Insert Municipality Name and delete Department</u>, if applicable) does not award the contract to the apparent lowest responsive bidder, the Department (<u>Insert Municipality Name and delete Department</u>, if applicable) reserves the right to award the contract to the next lowest responsive bidder that can satisfy the Department (<u>Insert Municipality Name and delete Department</u>, if applicable) that the contract goal can be met or that adequate good faith efforts have been made to meet the goal.

MBE/WBE Replacement

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

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

(A) Performance Related Replacement

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

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

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

(B) Decertification Replacement

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

Changes in the Work

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

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

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

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

Reports

All requests for subcontracts involving MBE/WBE subcontractors shall be accompanied by a certification executed by both the Prime Contractor and the MBE/WBE subcontractor attesting to the agreed upon unit prices and extensions for the affected contract items. This information shall be submitted on the Department Form RS-1-D, located at:

http://www.ncdot.org/doh/forms/files/FORMRS-1-D.doc unless otherwise approved by the Engineer (Insert Municipality Name and delete Engineer, if applicable). The Department (Insert Municipality Name and delete Department, if applicable) reserves the right to require copies of actual subcontract agreements involving MBE/WBE subcontractors.

Within 30 (Enter No. of Days) calendar days of entering an agreement with a MBE/WBE for materials, supplies or services, not otherwise documented by a Request for Subcontract as specified above, the Contractor shall furnish the Engineer a copy of the agreement. The documentation should also indicate the percentage (60% or 100%) of expenditures claimed for MBE/WBE credit.

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

Commitment

MBE/WBE firms submitted with the Letter of Intent to participate in the work shall be used unless otherwise approved by the Department. Provisions for replacement of MBE/WBE firms are included in this provision.

Reporting MBE/WBE Participation

- (A) The Contractor shall provide the Engineer with an accounting of payments made to MBE/WBE firms, including material suppliers, contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:
 - (1) Withholding of money due in the next partial pay estimate; or
 - (2) Removal of an approved contractor from the prequalified bidders list or the removal of other entities from the approved subcontractors list. (Municipality may add to, change or delete this section.)
- (B) The Contractor shall report the accounting of payments on the Department's MBE/WBE Subcontractor Payment Information Form DBE-IS, which is available at http://www.ncdot.org/doh/forms/files/DBE-IS.xls. This shall be reported to the (Officer/Engineer).
- (C) Contractors reporting transportation services provided by non-MBE/WBE lesses shall evaluate the value of services provided during the month of the reporting period only.

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

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

Because NCDOT funding is being used to fund this project, failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding on any NCDOT funded projects until the required information is submitted.

Because NCDOT funding is being used to fund this project, failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further working on any State or Federally funded projects until the required information is submitted.

Failure to Meet Contract Requirements

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

ITEMIZED PROPOSAL FOR PROJECT NO. BK-5102N

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

Item No.	Sec No.	Description	Quantity	Unit Cost	Amount
0000100000-N	800	MOBILIZATION	LS	LS	
4405000000-Е	1110	PORTABLE WORK ZONE SIGNS	304 SF		
4415000000-N	1115	FLASHING ARROW PANELS, TYPE C	1 EA		
4420000000-N	1120	CHANGEABLE MESSAGE SIGNS	1 EA		
4430000000-N	1130	DRUMS	50 EA		
4435000000-N	1135	CONES	50 EA		
4450000000-N	1150	FLAGGER (BY HOUR)	240 HR		
4480000000-N	1165	TRUCK MOUNTED IMPACT ATT. (60 MPH)	1 EA		
4510000000-N	SP	LAW ENFORCEMENT	96 HR		
886000000-N	SP	GENERIC STRUCTURE ITEM CLEANING AND REPAINTING BRIDGE #85	LS	LS	
8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING AND REPAINTING BRIDGE #86	LS	LS	
8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING AND REPAINTING BRIDGE #91	LS	LS	
8860000000-N	SP	GENERIC STRUCTURE ITEM CLEANING AND REPAINTING BRIDGE #93	LS	LS	
TOTAL A	MOU	NT BID FOR ENTIRE PROJECT:		<u>'</u>	

CONTRACTOR		_
ADDRESS		_
Contractor's License Number		
Authorized Agent	Title	_
Signature	Date	_
Witness_	Title	_
Signature	Date	
ACCEPTANCE (OF PROPOSAL	
AGENCY: NC DEPARTMENT OF TRANSPORTATION	I, RALEIGH, NC	
BY:, STAT	E BRIDGE MANAGEMENT ENGINEER	

Contract Number	
County	

EXECUTION OF CONTRACT NONCOLLUSION AFFIDAVIT AND DEBARMENT CERTIFICATION

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, and that the Contractor intends to do the work with his own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion affidavit and Debarment Certification, the Contractor is certifying his status under penalty of periury under the laws of the United States in accordance with the Debarment

Certification attached, provided that the Debarment C exceptions that are applicable.	ertification also includes any required statements concerning
SIGNATURE	OF CONTRACTOR
(Full name	e of Corporation)
(Address	as Prequalified)
Attest	3y
(Secretary) (Assistant Secretary) Select appropriate title	(President)(Vice President) (Asst. Vice President) Select appropriate title
Print Signer's Name	Print Signer's Name
<u>NOTE - AFFIDAVI</u>	<u>CORPORATE SEAI</u> T MUST BE NOTARIZED
Subscribed and sworn to before me this the	
day of, 20	
(Signature of Notary Public) SEAL:	<u>NOTARY</u>
ofCounty.	
State of	
My Commission Expires:	

Contract Number_	
County	

DEBARMENT CERTIFICATION OF CONTRACTOR

Conditions for certification:

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

Rev 7-20-08 Contract Number
County
DEBARMENT CERTIFICATION
The Contractor certifies to the best of its knowledge and belief, that he and his principals:
a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
e. If status changes, will submit a revised Debarment Certification immediately.
If the Contractor cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.
Failure to submit a non-collusion affidavit and debarment certification will result in the Contractor's bid being considered non-responsive.

Check here if an explanation is attached to this certification.

SUBSTITUTE FORM W-9

VENDOR REGISTRATION FORM NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

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

CORPORATION OR PARTNERSHIF MAILING ADDRESS: STREET/		
MAILING ADDRESS, STREET/	NAME OF THE PARTY	
MAILING ADDRESS: STREET/	NAME:	
MAILING ADDRESS, STREET/	PO BOX:	
CITY, ST	ATE, ZIP:	
DBA / TRADE NAME (IF APPL	ICABLE):	
	☐ INDIVIDUAL (use Social Security No.) ☐ CORPORATION (use Federal ID No.) ☐ ESTATE/TRUST (use Federal ID no.) ☐ OTHER / SPECIFY	SOLE PROPRIETER (use SS No. or Fed ID No.) PARTNERSHIP (use Federal ID No.) STATE OR LOCAL GOVT. (use Federal ID No.)
). <u> </u>	(Social Security #)
OR PLOYER IDENTIFICATION NO.		(Employer Identification
COMPLETE THIS SECTION IF PA	AYMENTS ARE MADE TO AN ADDRESS O	THER THAN THE ONE LISTED ABOVE:
REMIT TO ADDRESS: STREET	Y/PO BOX:	
CITY, S	TATE, ZIP:	
registration process and its sole purpose is the firm's group definition. What is your firm's ethnicity? (American, Hispanic American, Asian-I	to collect statistical data on those vendors doing business verefer Not To Answer, African American, Indian	registered vendor. The information below will in no way affect the with NCDOT. If you choose to participate, circle the answer that Native American, Caucasian American,) sabled-Owned Business? (Prefer Not to Answer,

SIGNATURE	DATE	PHONE NUMBER
NON COLLUSION AFFIDAVIT		

(To Be Executed and Returned with Quotation)

The person executing this bid solemnly swears (or affirms) that neither he, nor any official, agent, or employee of the bidder has entered into any agreement, restraint of free competitive bidding in connection with this bid.

or free competitive ordaing in	connection with this c	10.	
NAME OF CONTRACTO	R		
SIGNATURE OF CONTR	ACTOR		
NOTE - AFFIDAVIT <u>MUST</u>	BE NOTARIZED		
Subscribed and sworn to me Day of, 20		NOTARY SEAL	
(SIGNATURE OF NOTAR	Y PUBLIC)		
Of	County.		
State of	·		
My Commission Expires:			

APPENDIX

FHWA PROVISION REQUIREMENTS

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:

(11-22-94) SPI G100

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

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

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

SUBMISSION OF RECORDS - FEDERAL-AID PROJECTS:

(7-17-07) SPI G103

The Contractor's attention is directed to the Standard Special Provision entitled *Required Contract Provisions-Federal-Aid Construction Contracts* contained elsewhere in this proposal.

This project is located on a roadway classified as a local road or rural minor collector, therefore the requirements of Paragraph IV - Payment of Predetermined Minimum Wage and Paragraph V - Statements and Payrolls are exempt from this contract.

CERTIFICATION FOR FEDERAL-AID CONTRACTS:

(3-21-90) SPI G85

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

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

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

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

STANDARD SPECIAL PROVISION

ERRATA

(7-15-08) Z-4

Revise the Standard Specifications for Roads and Structures July 2006 on all projects as follows:

Division 1

- □ Page 1-1, replace AREA American Railway Engineering Association with American Railway Engineering and Maintenance of Way Association.
- Page 1-7, remove –L- in middle of page after INVITATION TO BID and before LABORATORY.
- □ Page 1-25, 102-16(R), move 2nd paragraph to left margin. It is not a part of this subarticle, but part of the entire article.

Division 2

- □ Page 2-9, Subarticle 225-1(C), 1st paragraph, 2nd line, last word, add a "d" to make the word grade become *graded*.
- Page 2-15, Subarticle 226-3, 5th paragraph, first line, replace the word *in* with the word *is*.
- Page 2-23, Subarticle 235-4(B)(9), at the end of the sentence, replace finished greater with finished grade.
- □ Page 2-28, Article 260-3, First paragraph, second line, remove the word *foot*.

Division 3

Page 3-13, Article 340-4, Second paragraph, change Flowable Backfill to Flowable *Fill*

Division 4

- □ Page 4-70, 442-13(B) Second sentence, change SSPC Guide 6I to SSPC Guide 6.
- Pages 4-72, 4-74, 4-76, at the top of the page, substitute the heading Section 452 with Section 450.
- Page 4-79, at the top of the page, substitute the heading Section 450 with Section 452
- \square Page 4-80, change 452-7 to 452-6 at the top of the page.
- □ Page 4-80, change Pay Item ____Steel Pile Retaining Walls, to *Sheet* Pile Retaining Walls.
- Page 4-88, 462-4, Title, Replace last word Measurement with the word *PAYMENT*

Division 5

□ Page 5-8, Article 501-15 Measurement and Payment, delete the 4th paragraph that begins The quantity of lime, measured as provided ...

Division 6

- Page 6-3, Article 600-9, 2nd Paragraph on this page, replace 818-5 with 818-4.
- □ Pages 6-30 and 31, Subarticle 610-3(A)(13) Move 2 paragraphs from the margin to the right under the number (13).
- □ Page 6-43, Article 610-8, 4th paragraph, remove the first *the*
- Page 6-44, 2nd full paragraph, 1st sentence, delete the first *and* and add *transverse* just before cross-slope control.
- □ Page 6-51, at the top of the page, add 610-14 on the same line, and just before the heading MAINTENANCE.
- □ Page 6-53, Article 620-4 sixth paragraph, second line; the word that should be *which*.
- □ Page 6-66, title, Replace EXISTNG with **EXISTING**
- □ Page 6-66, Article 657-1, Description, first sentence, replace PS/AR (hot-poured rubber asphalt with *hot applied joint sealer*.

	D	1 DC/AD	(II. 4 D 1 D. 1.1 A	Asphalt with the following:
	Page b-bb Afficie by /-/	reniace PN/AR i	HOT-POURED KUNNER A	consit with the following.
_	1 age 0 00, 1 ii ii cie 03 / 2,	replace I b/I ii	TIOU I OUICU ILUUUUI 1	ispliant with the following.

Item Section

Hot Applied Joint Sealer 1028-2

- Page 6-67, at the top of the page, substitute the heading Section 654 with Section 657.
- □ Page 6-67, Article 657-3 Construction Methods, 2nd paragraph, replace PS/AR sealant with *hot applied joint sealer*.
- □ Page 6-71, 660-9(B)(1), Replace the first sentence of the first paragraph with the following:

Using the quantities shown in *Table 660-1*, apply asphalt material to the existing surface followed by an application of No. 78 M or lightweight aggregate.

- □ Page 6-89; Add a period at the end of the last sentence at the bottom of the page.
- Page 6-90, Article 663-5, first paragraph, first sentence, change 50oF to $50^{\circ}F$; third paragraph, fourth sentence change 325oF to $325^{\circ}F$.

Division 7

- \square Page 7-12, at the top of the page, substitute the heading Section 710 with Section 700.
- □ Page 7-15, Article 710-9, 4th paragraph, last line, change 710-11(B) to 710-10(B).

Division 8

- □ Page 8-13, Article 808-3, 4th Paragraph, third line, replace Eexcavation with *Excavation*
- □ Page 8-35, Article 848-2, Item: Replace Concrete with *Concrete*

Division 9

□ Page 9-2, add **901-3** just before CONSTRUCTION METHODS

Division 10

- □ Page 10-12, near bottom of page add (*C*) before Proportioning and Mixing of Modified Compositions, which should be bold type.
- Page 10-28, at the top of the page, substitute Section 1006 for 1005.
- \square Page 10-54, Subarticle 1018-2A), First line, substitute (B) for II, third line, substitute (B)(2) for II-b.
- Pages 10-56, 10-58, 10-60 at the top of the page, substitute Section 1018 with Section 1020.
- □ Page 10-84, Table 1042-1, Class 2, Maximum, change from 23r to 23.
- □ Page 10-84, Article 1042-2 Testing, last sentence, replace the word alterations with the word *cycles*.
- □ Page 10-100, Table 1056-1, replace on the line for Trapezoidal Tear Strength:

Type 1	Type 2	Type 3		Type 4
		Class A	Class B	Soil Stabilization
45 lb	<i>75</i> lb			75 lb

- □ Page 10-116, Subarticle 1070-10, first paragraph, second sentence, add *or* just before cold-forged sleeve.
- Pages 10-136 through 10-147, at the top of the page, substitute Section 1074 with Section 1072.

Page 10-157, Article 1077-11, first paragraph, change the reference from Subarticle 420-18(B) to Subarticle 420-17(B).
Page 10-211, at the top of the page, substitute Section 1081 with Section 1082.
Page 10-229, add 1088-6 BLANK on the line above 1088-7 TUBULAR MARKERS.
Page 10-244, add 1089-10 <i>BLANK</i> and 1089-11 <i>BLANK</i> on the lines just above 1089-12 FLAGGER.
Page 10-272, delete Article 1098-6 in its entirety. Renumber Articles 1098-7 through 1098-17 as Articles 1098-6 through 1098-16 consecutively.
Division 12
Page 12-21 Add 1266-2 just before the heading MATERIALS.
Division 15
Page 15-2 add 1500-4 just before the heading WEEKEND, NIGHT AND HOLIDAY WORK.
Page 15-4, Subarticle 1505-3(A)(2), replace the 2nd line with the following: <i>Provide shielding or shoring as required under Section 150 or as required elsewhere in the contract.</i>
Page 15-5, add 1505-6 on the same line and just before the heading MEASUREMENT AND PAYMENT. (Remove the period after PAYMENT.)
Page 15-6, Article 1505-6(3), delete in Section 1175 and replace it with elsewhere in the contract.
Page 15-8, add 1510-4 on the same line and just before the heading MEASUREMENT AND PAYMENT.
Page 15-10, substitute BLANK for CONSTRUCTION REQUIREMENTS on the same line and just before 1515-4.
Page 15-10, substitute CONSTRUCTION REQUIREMENTS for General Requirements
Page 15-10, Article 1515-4, add (D) just before the bolded Fire Hydrants.
Page 15-13, Article 1520-3, 8th paragraph, add <i>pipe</i> after diameter.
Page 15-22, add 1540-3 on the same line and just before the heading CONSTRUCTION REQUIREMENTS.
Page 15-28, Replace 1550-6 METHOD OF MEASUREMENT with <i>MEASUREMENT AND PAYMENT</i> .
Division 16
Page 16-12, Subarticle 1632-1(C) 1/4 Inch hardware cloth, change the minimum width from 24 inches to 48 inches.
Division 17
Page 17-19, Subarticle 1725-2 Material, Second paragraph, change Article 1098-7 to 1098-8
Page 17-20, Subarticle 1726-2 Material, Second paragraph, change Article 1098-8 to 1098-9
END

STANDARD SPECIAL PROVISION

MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE NUMBER 11246)

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, see as shown on the attached sheet entitled "Employment Goals for Minority and Female participation".

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project or the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

2. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is the county or counties shown on the cover sheet of the proposal form and contract.

EMPLOYMENT GOALS FOR MINORITY AND FEMALE PARTICIPATION

Economic Areas

Area 029 15.7%

Bertie County	Bladen County	Alexander County
Camden County	Hoke County	Anson County
Chowan County	Richmond County	Burke County
Gates County	Robeson County	Cabarrus County
Hertford County	Sampson County	Caldwell County
Pasquotank County	Scotland County	Catawba County
Perquimans County		Cleveland County
	Area 027 24.7%	Iredell County
Area 024 31.7%	Chatham County	Lincoln County
Beaufort County	Franklin County	Polk County
Carteret County	Granville County	Rowan County
Craven County	Harnett County	Rutherford County
Dare County	Johnston County	Stanly County
Edgecombe County	Lee County	
Green County	Person County	<u>Area 0480 8.5%</u>
Halifax County	Vance County	Buncombe County
Hyde County	Warren County	Madison County
Jones County		

Area 026 33.5%

Area 023 29.7%

7.-7

Lenoir County
Martin County
Nash County
Northampton County
Pamlico County
Pitt County
Tyrrell County
Washington County
Wayne County
Wilson County

Area 025 23.5%
Columbus County
Duplin County
Onslow County
Pender County

Area 028 15.5%
Alleghany County
Ashe County
Caswell County
Davie County
Montgomery County
Moore County
Rockingham County
Surry County
Watauga County

Wilkes County

Area 030 6.3%
Avery County
Cherokee County
Clay County
Graham County
Haywood County
Henderson County
Jackson County
McDowell County
Macon County
Mitchell County
Swain County
Transylvania County
Yancey County

SMSA Areas

Area 5720 26.6% Currituck County

Area 9200 20.7% Brunswick County New Hanover County

Area 2560 24.2% Cumberland County Area 6640 22.8%

Durham County

Orange County

Wake County

Area 1300 16.2% Alamance County Area 3120 16.4%
Davidson County
Forsyth County
Guilford County
Randolph County
Stokes County
Yadkin County

Area 1520 18.3%
Gaston County
Mecklenburg County
Union County

Goals for Female

Participation in Each Trade

(Statewide) 6.9%

STANDARD SPECIAL PROVISION

REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS

FHWA - 1273 Electronic Version - March 10, 1994

7-8

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls
- VI. Record of Materials, Supplies, and Labor
- VII. Subletting or Assigning the Contract
- VIII. Safety: Accident Prevention
- IX. False Statements Concerning Highway Project
- X. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- XII. Certification Regarding Use of Contract Funds for lobbying

ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

- 1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendent and to all work performed on the contract by piecework, station work, or by subcontract.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
- 4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;

Section IV, paragraphs 1, 2, 3, 4, and 7;

Section V, paragraphs 1 and 2a through 2g.

- 5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
- 6. Selection of Labor: During the performance of this contract, the contractor shall not:
 - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

 $(Applicable\ to\ all\ Federal\mbox{-}aid\ construction\ contracts\ and\ to\ all\ related\ subcontracts\ of\ \$10,000\ or\ more.)$

- 1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The contractor will accept as his operating policy the following statement:
 - "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."
- 2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

- 3. **Dissemination of Policy:** All members of the contractor's staff who are to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

- The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
 - a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor

from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

- 8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
 - a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- 9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
 - The records kept by the contractor shall document the following:
 - 1. The number of minority and non-minority group members and women employed in each work classification on the project;
 - 2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women:
 - 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - 4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Sec
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - 1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - 2. the additional classification is utilized in the area by the construction industry;
 - 3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - 4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
- the wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of U.S. DOL) and Helpers:

a. Apprentices:

- Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- 2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
- 3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- 4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work
 performed unless they are employed pursuant to and individually registered in a program which has received prior approval,
 evidenced by formal certification by the DOL, Employment and Training Administration.
- 2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee

performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

- 3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- 4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing

benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - 1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 - 2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
 - 3. that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES AND LABOR THIS SECTION DELETED JUNE 4, 2007.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR)

- 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- 3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- 4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions

- and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

STANDARD SPECIAL PROVISION

ON-THE-JOB TRAINING:

(10-16-07) (Rev 7-21-09)

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

> **Equipment Operators** Office Engineers Truck Drivers Estimators

Carpenters Iron / Reinforcing Steel Workers

Concrete Finishers Mechanics Pipe Layers Welders

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

of the journeyman wage for the first half of the training period
of the journeyman wage for the third quarter of the training period
of the journeyman wage for the last quarter of the training period

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

STANDARD SPECIAL PROVISION

GENERAL DECISION NC20080010 10/23/2009 NC10

Date: October 23, 2009

General Decision Number NC20080010 10/23/2009 Superseded General Decision No. NC20070010

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Alleghany	Granville	Pasquotank
Anson	Greene	Pender
Ashe	Halifax	Perquimans
Avery	Harnett	Person
Beaufort	Haywood	Pitt
Bertie	Henderson	Polk
Bladen	Hertford	Richmond
Brunswick	Hoke	Robeson
Caldwell	Hyde	Rockingham
Camden	Iredell	Rutherford
Carteret	Jackson	Sampson
Caswell	Johnston	Scotland
Chatham	Jones	Stanly
Cherokee	Lee	Surry
Chowan	Lenoir	Swain
Clay	Macon	Transylvania
Cleveland	Madison	Tyrrell
Columbus	Martin	Vance
Craven	McDowell	Warren
Currituck	Mitchell	Washington
Dare	Montgomery	Watauga
Duplin	Moore	Wayne
Edgecombe	Nash	Wilkes
Gates	Northampton	Wilson
Graham	Pamlico	Yancey

HIGHWAY CONSTRUCTION PROJECTS (does not include tunnels, building structures in rest area projects, railroad construction, and bascule, suspension, and spandrel arch bridges, bridges designed for commercial navigation, and bridges involving marine construction, and other major bridges).

Modification Number	Publication Date
0	2/08/2008
1	7/25/2008
2	7/24/2009
3	10/23/2009

SUNC1990-002 02/12/1990

	Rates	Fringes
CARPENTER	7.71	
CONCRETE FINISHER	7.64	
IRONWORKER (Reinforcing)	9.27	
LABORER		

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7.25
7.25
7.25
7.76
7.25
7.25
7.25
7.25
7.25
7.25
9.48
8.13
8.53
7.25
7.65
7.25
7.25
7.25
7.25
8.27
8.00
8.01
7.42
7.25
11.00
7.25
7.25
7.25
7.25
7.25
7.25
9.00
7.25
7.25
7.25
7.25
7.25

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

- 1.) Has there been an initial decision in the matter? This can be:
 - * an existing published wage determination
 - * a survey underlying a wage determination
 - * a Wage and Hour Division letter setting forth a position on a wage determination matter
 - * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U. S. Department of Labor 200 Constitution Avenue, N.W. Washington, D.C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, D.C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U. S. Department of Labor 200 Constitution Avenue, N.W. Washington, D.C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

STANDARD SPECIAL PROVISON

GENERAL DECISION NC20080011 10/23/2009 NC11

Date: October 23, 2009

General Decision Number NC20080011 10/23/2009 Superseded General Decision No. NC20070011

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Alamance	Durham	Orange
Alexander	Forsyth	Randolph
Buncombe	Franklin	Rowan
Burke	Gaston	Stokes
Cabarrus	Guilford	Union
Catawba	Lincoln	Wake
Cumberland	Mecklenburg	Yadkin
Davidson	New Hanover	
Davie	Onslow	

HIGHWAY CONSTRUCTION PROJECTS (does not include tunnels, building structures in rest area projects, railroad construction, and, bascule, suspension and spandrel arch bridges, bridges designed for commercial navigation, and bridges involving marine construction, and other major bridges).

Modification Number	Publication Date
0	02/08/2008
1	07/25/2008
2	07/24/2009
3	10/23/2009

SUNC1990-014 02/12/1990

	Rates	Fringes
CARPENTER	7.63	
CONCRETE FINISHER	7.52	
ELECTRICIAN	10.26	
IRONWORKERS (reinforcing)	9.76	
LABORER		
General	7.25	
Asphalt Lay Down Person	7.25	
Asphalt Raker	7.25	
Form Setter (road)	8.57	
Mason (brick, block, stone)	7.44	
Pipe Layer	7.25	
Power Tool Operator	8.28	

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POWER EQUIPMENT OPERATORS	
Asphalt Distributor	7.25
Asphalt Paver	7.47
Bulldozer	7.33
Bulldozer (utility)	7.25
Concrete Curb Machine	7.25
Concrete Finishing Machine	7.85
Concrete Paver	7.25
Crane, Backhoe, Shovel & Dragline (over 1 yd)	8.16
Crane, Backhoe, Shovel & Dragline(1 yd and under)	7.25
Drill Operator	7.34
Grade Checker	7.25
Gradeall	8.38
Grease Person	7.25
Loader	7.25
Mechanic	8.47
Motor Grader (Fine Grade)	8.04
Motor Grader(Rough Grade)	7.68
Oiler	7.25
Roller (Finisher)	7.25
Roller (Rough)	7.25
Scraper	7.25
Screed Asphalt	7.25
Stone Spreader	7.25
Stripping Machine Operator	7.25
Subgrade Machine	7.25
Sweeper	7.25
Tractor (Utility)	7.25

TRUCK DRIVERS	
Trucks – Single Rear Axle	7.25
Trucks – Multi Rear Axle	7.25
Trucks – Heavy Duty	9.47

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
 - * an existing published wage determination
 - * a survey underlying a wage determination
 - * a Wage and Hour Division letter setting forth a position on a wage determination matter
 - * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, D.C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U. S. Department of Labor 200 Constitution Avenue, N.W. Washington, D.C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION