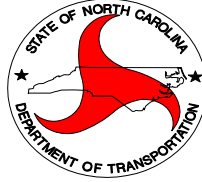


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



CENTRAL BRIDGE MANAGEMENT UNIT

CONTRACT PROPOSAL

CONTRACT/WBS NUMBER: DO00009 / 34528.3.2
ROUTE: US 70 COUNTY: Carteret
DESCRIPTION: Bridge #29-Grid Floor Replacement and Cleaning and Painting of Structural Steel

BID OPENING: 2:00 PM, December 17, 2009

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

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APPENDIX:

LOCATION MAP
FHWA PROVISION REQUIREMENTS

PRE-QUALIFYING TO BID

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, December 3, 2009 at the NCDOT New Bern District Office Conference room at 209 South Glenburnie Rd, New Bern, NC 28560. 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.

GENERAL SPECIAL PROVISIONS

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. R-3307A”

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. R-3307A”

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, December 17, 2009, will not be accepted.

GENERAL PROJECT SPECIAL PROVISIONS

SCOPE OF WORK

This work shall consist of furnishing all labor, equipment, and materials to replace the open portion of the steel grid floor of the bascule spans with new A572 galvanized steel grid floor; including making structural repairs to various bridge members and complete cleaning and painting of the structural steel; and all incidental items necessary to complete the project as specified and shown on the plans. Work will include all vehicular traffic control and all coordination of work with the US Coast Guard on navigational channel traffic.

All welding shall be performed in accordance with the applicable requirements of AWS D1.5 Specifications and AASHTO Standard Specifications for Highway Bridges. Magnetic and ultrasonic testing of welds will be conducted by NCDOT personnel.

The existing paint system on the bascule spans is aluminum over red lead primer. All work shall be conducted in accordance with the contract documents and all State and Federal regulations pertaining to removal and handling of materials containing lead based paint, and the Project special Provision *Cleaning and Painting Existing Structures*.

NCDOT will be responsible for maintaining the bridge components until the time the Contractor begins work on the contract bridge components, after which time the Contractor will assume responsibility for the components until final acceptance of the work.

All work shall be properly conducted to not damage any bridge components not a part of this project.

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.

LOCATION AND DESCRIPTION

Carteret County Bridge No. 29 is located on US70 over Beaufort Channel in Beaufort, NC. The project is limited to the moveable bascule span of the bridge. The bascule span consists of two equal leaf spans of 68'-6" each and has a clear roadway of 28 feet. Each leaf consists of approximately 38'-6" of open steel grid which span the Beaufort Channel and 30' of concrete filled grid floor over the machinery compartments. The bascule spans consist of two main girders supporting floor beams, stringers, and cantilevered sidewalk.

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this contract is the date of Contract Execution but not later than March 1, 2010.

The completion date for this contract is the date that is Sixty One (61) consecutive calendar days after and including the date the Contractor begins work.

The liquidated damages for this contract time are One Thousand Dollars (\$1000.00) 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.

INTERMEDIATE CONTRACT TIME NO. 1 AND LIQUIDATED DAMAGES

Do not close or narrow travel lanes as follows:

US 70: Monday thru Sunday from 6:00 a.m. to 9:00 p.m.

Do not close roads as follows:

US 70: Monday thru Thursday from 4:00 a.m. to 11:00 p.m. and
From 4:00 am Friday thru 11:00 pm Sunday

The Contractor shall not close or narrow a lane of traffic, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules (where times conflict/overlap, the more restrictive will apply):

1. For **New Year's Day**, between the hours of 6:00 a.m. December 31st to 9:00 p.m. January 2nd. If New Year's Day is on Saturday or Sunday, then until 9:00 p.m. the following Tuesday.
2. For **Thanksgiving Day**, between the hours of 6:00 a.m. Tuesday and 7:00 p.m. Monday.
3. For **Christmas**, between the hours of 6:00 a.m. the Friday before the week of Christmas Day and 7:00 p.m. the following Monday 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 One Thousand Dollars (\$1,000.00) per 15 minute period.

INTERMEDIATE CONTRACT TIME NO. 2 AND LIQUIDATED DAMAGES

The Contractor shall complete the work required of Step 5 under Phasing as described on Sheet TCP-1 and shall place and maintain traffic on same.

The time of availability for this intermediate contract time will be the day that the Contractor elects to begin the work.

The completion time for this intermediate contract time will be the date that is 17 days after the time of availability.

The liquidated damages are One Thousand Dollars (\$ 1,000.00) per calendar day.

INTERMEDIATE CONTRACT TIME NO. 3 AND LIQUIDATED DAMAGES

The Contractor shall complete the work required to clean and paint the structural steel of the bascule spans.

The time of availability for this intermediate contract time will be the day that the Contractor elects to begin the work.

The completion time for this intermediate contract time will be the date that is 30 days after the time of availability.

The liquidated damages are One Thousand Dollars (\$ 1,000.00) per calendar day.

CONSTRUCTION METHODS

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

SITE INVESTIGATION AND REPRESENTATION

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

CONTROL OF EROSION, SILT AND POLLUTION

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

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

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

MATERIALS AND TESTING

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

TRAFFIC CONTROL

Provide all traffic control devices necessary to complete this project in accordance with the Traffic Control Plans and the US Coast Guard requirements for waterway traffic. The Contractor shall, at the direction of the Engineer, modify the traffic control devices and traffic handling plan to adequately handle traffic through the worksite.

INDEMNIFICATION

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

COMPENSATION

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

ADDITIONAL COMPENSATION and/or EXTENSION OF COMPLETION DATE

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

BASIS OF PAYMENT

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

WORK PROCEDURES AND ASSIGNMENTS

Engineer

The Engineer for this project shall be the State Bridge Management Engineer, thru the issuing of the purchase order. Thereafter the Engineer shall be the Division 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 work day during the length of the contract and during nights and weekends for the duration of the road closure.

COMPETITIVE PROPOSALS

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

ACCEPTANCE AND REJECTION

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

STANDARD SPECIAL PROVISION

AWARD OF CONTRACT

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

PROJECT SPECIAL PROVISIONS

COORDINATION WITH THE U. S. COAST GUARD

(SPECIAL)

The Contractor will not be allowed to begin any work associated with the channel span until a proposed work plan has been approved by the United States Coast Guard. The Contractor shall submit his proposed work plan to the Resident Engineer for forwarding to the Coast Guard for approval. These plans shall be submitted to the Engineer a minimum of one (1) month prior to the date the Contractor plans on beginning his operations in the channel span. The proposed work plan shall detail the change in vertical clearance for the channel span during the Contractor's time of operation in this area; detail the work to be performed and how said work will be performed; detail schedules (including begin and end dates) for the work on the channel span; and any other information that will help describe the work to the Coast Guard and assist in putting together the required Notice to Mariners that will be broadcast during the channel span work.

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 moveable span. The channel shall be promptly cleared of all obstructions placed therein or caused by the contractor.

SEQUENCE OF CONSTRUCTION

Scope

This section is intended to present the requirements associated with construction sequencing, roadway disruptions, waterway disruptions, etc., and to demonstrate a possible sequence of construction.

While certain work items are not explicitly considered by this section, all work shown on the plans and described elsewhere in these special provisions is required.

General Requirements

The Contractor shall be responsible for developing the actual sequence of construction, which shall take into account all required work.

The Contractor is hereby notified that while waterway disruptions are anticipated and have been informally coordinated with the Coast Guard, they have not been formally approved by the Coast

Guard. Where such requirements are given, explicitly or implicitly, they are provided solely to illustrate anticipated Coast Guard requirements and to assist in bidding. The actual waterway disruptions allowed shall be fully at the discretion of the Coast Guard. The Department shall not be held responsible for any requirements, stipulations, limitations, etc. related to waterway disruptions as imposed by the Coast Guard which conflict with the requirements of the contract documents. Any such conflict shall not be considered cause for delay or additional payment.

The Contractor shall bear full responsibility for all required coordination with the Coast Guard, and shall secure approval from the Coast Guard for any disruptions to waterway traffic prior to commencing on-site activities. Such approval shall be confirmed no less than 30 days in advance of the first disruption.

The Contractor shall submit the actual sequence of construction to the Department for review and approval, which shall take into account the actual waterway disruptions allowed by the Coast Guard.

Sequence of Construction

The following sequence of construction is provided solely to assist in bidding. The Contractor shall bear full responsibility for determining the actual sequence of construction.

Phase I

The bridge remains fully operable and is operated by NCDOT. The roadway is available to traffic in accordance with the contract documents. Perform necessary structural repairs and grid floor replacement.

Phase II

The bascule span is placed in the fully seated position and cannot be opened for marine traffic for a maximum of thirty (30) days. The roadway is available to traffic in accordance with the contract documents. Perform necessary structural repairs and clean and paint all structural steel.

Measurement and Payment

There will be no separate payment for costs associated with the sequence of construction provisions. The costs shall be included in the various pay items.

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.

TRAFFIC CONTROL

SPECIAL

Scope of Work

The Contractor shall provide all traffic control for this project in accordance with the latest MUTCD and NCDOT standards, and the plans. Contractor shall also provide all notices, signs, buoys, lighting, communication equipment, and all else to provide safe passage to boat traffic.

Basis of Payment

Traffic Control will be paid at the lump sum contract price, which prices and payment will be full compensation for furnishing all material, labor, tools, and equipment necessary for furnishing, installing, and maintaining these traffic control for the project.

Payment will be made under:

Pay Item	Pay Unit
Traffic Control	Lump Sum

UNDER STRUCTURE WORK PLATFORM

SPECIAL

Description

Design and install an understructure work platform which may be used to provide access to structural work to be done, as well as serve as containment for the cleaning and painting of the bridge.

The Contractor shall determine the capacity of the platform which will be required, but the capacity shall not be less than that required by State or Federal regulations. The platform shall remain in place until all work is completed. Platform shall be constructed of materials capable withstanding damage from any of the work required by this project. The platform shall be fireproof. Drawings of the platform and the load supported by the platform shall be sealed by a North Carolina Registered Professional Engineer.

Submit drawings to the engineer for the approval prior to beginning work on the platform.

Platform shall be sealed after each workday to prevent materials from falling or washing into the river.

Measurement and payment

Under Structure Work Platform shall be paid for at the lump sum price and shall be full compensation for the design, installation, maintenance, and removal of the platform.

REPLACEMENT OF STEEL GRID FLOOR

SPECIAL

Description

This work involves the removal of the existing grid floor; grinding smooth of all existing welds attaching the grid floor to the main girders; and installing the new floor, including any necessary shimming. The new steel grid floor shall be A572, galvanized. The floor shall have studs welded to the grid, as shown on the plans for skid resistance. All welds and areas of galvanizing damaged during the installation of the new steel floor shall be repaired in accordance with section 1076 of the Standard Specification. E7018 electrodes shall be used. Grid shall be designed for HS20-44 loading. Plans and calculation shall be Sealed by a professional engineer , registered in North Carolina, and shall be submitted for approval to the engineer prior beginning fabrication.

There is approximately 2156 square feet of steel grid flooring to be replaced.

Quality Assurance

Manufacturer of the steel decking shall conform to the following minimum codes and standards:

1. Manufacturer must be a current member of the Bridge Grid Flooring Manufacturers Association. BGFMA shop practices and fabrication tolerances for grid bridge floors shall apply.
2. Manufacturer must have American Institute of Steel Construction (AISC) certification for Simple Steel Bridges.
3. All welding is to meet AWS D1.5 Bridge Welding Code.
4. Manufacturer must have an AWS certified welding inspector present during manufacturing.

Contractor's representative must take field measurements prior to the preparation of shop drawings.

Submittals

Submit shop drawings showing product detail, bridge deck layout, dimensions, joining details including cross section, fastening details, adjacent construction interface, and all other fabrication and installation details for approval, prior to beginning fabrication.

Handling

Store fabricated grid and materials in a dry, protected, and well ventilated area, blocking grid and materials to maintain any fabrication camber and /or design flatness.

Materials

The steel grid decking shall be 5" four way modified open steel grid. The decking shall consist of panels fabricated from A572 steel, in standard width 7'-8". Narrower widths may be accepted with approval.

The steel grid decking shall consists of the following elements:

1. Main bars: 5-3/16" deep , spaced at 7-1/2",and weigh 5.51 lbs./ft.
2. Cross bars: 2 -1/2" x 1/4 " spaced at 3-3/4 " c /c
3. Supplemental bars shall be 1"x 1/4 " , one between the main bars

4. Diagonal bars shall be 1"x 1/4 " , two between the main bars.
5. Bottom "C" bars shall be 5/8" round bars.
6. 5/16" diameter, 3/8" high studs shall be welded to the panels at the crossing as shown on the plans, prior to galvanizing.
7. End trim shall be provided at both ends of the span and where the new decking abuts the existing concrete filled grid.
8. Steel grid decking shall be galvanized according with ASTM A-123.
9. All steel shall be A-572, Grade 50.
10. Steel grid decking shall have a minimum section modulus of:

$$S_{top}=4.038 \text{ in-cu}; S_{bot}=4.321 \text{ in-cu}$$

All elements shall be serrated on their top surfaces. Serration pattern shall be at maximum of 1" c/c. The grid deck shall provide a skid resistance number(S/N) of 53 at 30 mph (prior to stud installation) when tested in accordance with ASTM E274. Cost of testing shall be included in the bid price for the steel grid decking. The decking shall be assembled such that the top of all elements are in the same plane and notching(other than serrations) of the main beam grid beams at the top flange of main girders and roadway stringers will not be permitted. Notching of the bottom cross bars will not be permitted.

The grid shall be welded at all intersections.

The steel grid decking shall be fabricated in accordance with Bridge Grid Flooring Manufacturer's Association tolerances. Tolerances between sections shall provide for no more than 1/4" clearance between adjacent sections.

Limitations of Operations

The Contractor shall fabricate and have on site an access ramp to bridge the nominal 7'-8" gap created when a grid floor panel is removed. The ramp shall be used to provide access to Emergency Response Vehicles during the grid floor replacement phase of the project. The Contractor will coordinate with local agencies and the NCDOT for handling potential emergency crossings.

Installation

Install the steel grid decking in accordance with the drawings, specifications, approved shop drawings, and manufacturer's installation standards.

Measurement and Payment

Replacement of Steel Grid Floor shall be paid for at the lump sum price bid and shall be full compensation for the removal of the old steel grid floor, grinding of the existing welds, preparing the existing steel to accept the new steel grid floor, the design, fabrication, and installation of the new steel grid floor; and providing emergency access.

SRUCTURAL STEEL REPAIRS TO VARIOUS BRIDGE MEMBERS

SPECIAL

Description

This work involves making repairs to various bridge members as outlined in the following items by cutting out deteriorated sections of the members and replacing with new sections, plating over cracked or rusted section of the members, cutting old and rusted stiffeners under the sidewalk floor and replacing with the new stiffeners, cutting off the 7/8" diameter broken lateral bracing hangers and replacing with the new one. Repair shall be made with A36 steel, unless shown otherwise on the plans. Welding shall be completed using E7018 low hydrogen electrodes. Lead abatement procedures in accordance with all State and Federal regulations and the Special Provision *Cleaning and Painting of Existing Structures*, shall be performed prior to any work undertaken on the items. Any bolts required shall be A325.

Main Girder Repair

Cut off the rusted section of the existing grid floor shim plates between floor beams 8F1 and 9F2, grind smooth the top flanges of the both girders on East & West spans, weld back in place the new plates as shown on the drawings. It may be necessary to increase the plates thickness after the cleaning if it is found that there is some section losses on the top flanges due to the rust and deterioration.

Floor Beam Repair

Clean and remove rust from the crack of the floor beam 8F1 as shown on the plan after gouging and welding the crack, grind smooth before welding 1'-6" x 1'-6" x 3/8" stiffener plate to cover the welded area.

Sidewalk Repair

Remove all the rusted and deteriorated stiffeners under the sidewalk, clean and grind smooth all the welds remains, weld the new stiffener plates as shown on the plans and as directed by the engineer.

Cut off the rusted and damaged section of the 8x13.5 channel beam in the machinery housing and weld back the same size channel beam as shown on the plans, grind smooth, and weld stiffener plate on top of the welded area to reinforce the section.

Remove the rusted sections of the machinery housing access door frame angles and grind smooth, weld 5" x 3" x 1/4" angle to stiffen the section as shown on the plans.

Rail posts repair

Cut off the deteriorated section of the flanges and weld new plates, grind smooth, and apply one coat of primer to the repaired area. Also shim the worn out flanges at the ends of the rails as shown on the plans to stop the excessive movement.

Rivets & Bolts Replacement

Remove rivets as shown in the plans and replace with High Strength bolts. The diameter of the bolts is to be determined by the Engineer in the field after the rivets have been removed.

Note: the contractor may use 2-1/2" x 3/4" and 2-1/2" x 7/8" high strength bolts for estimating purposes.

Lateral Bracing Hanging Rod

Cut off the broken lateral bracing hanging rod @ location EL52(East Span) and replace it with a new rod as shown in the plans.

Measurement and Payment

Structural Steel Repairs to Various Bridge Members shall be measured and paid for at the number of pounds of steel repair plates and section installed and shall be payment for all labor, equipment and materials to remove deteriorated sections to be repaired, preparation for installing repair plates and installation of the repair plates and sections, and replacement of deteriorated rivets with high strength bolts. Payment for lead abatement procedures in preparation of the repairs and painting of the repaired areas shall be included in the pay item Cleaning and Painting Existing Structure. Weld materials will not be measured for payment but will be included in payment for repair plates.

REPLACEMENT AND REPAIR OF CENTER LOCK ASSEMBLIES

SPECIAL

Description

Remove the existing bar guides on the west span and replace them with the new steel guides as shown on the plans. The new guides were previously fabricated by NCDOT and will be furnished to the contractor to install.

Remove the existing receivers on the east span and replace them with the new receivers as shown on the plans. The new receiver were previously fabricated by NCDOT and will be furnished to the contractor to install. Also different sizes of shims will be provided to the contractor to shim the receivers as needed to eliminate the excessive play in the spans.

Retain the existing lock bars which were previously replaced by NCDOT.

NOTE: prior to replacing center locks assembly, the contractor shall check all the bush bearings on the link bars and on the lever arms for loose bearings, and verify the dimensions on the lock bars with inside dimension of the guides for proper tolerance. And also to make sure there is no worn out places in the guides and on the bars assembly.

The contractor shall check the grease fittings for the center locks to make sure all the grease fittings and their related parts are working properly, and repair or replace them as needed and as directed by the Engineer.

Provide temporary connection of leaves if work is being performed under traffic. Submit details of the temporary support to the Engineer for review and approval prior to beginning this work.

Payment

Replacement and Repair of Center Lock Assemblies will be paid for at the lump sum price bid and shall be full compensation for the removal of the existing assemblies and replacement with assemblies furnished by NCDOT including all labor, tools, and equipment required to complete the work.

CLEANING AND PAINTING EXISTING STRUCTURE

SPECIAL

GENERAL

This work shall consist of furnishing all labor, equipment, and materials to clean and paint the structural steel of the existing bridge. Work includes: removing, containment and disposal of the existing paint system; preparation of the surfaces to be painted; applying the new paint system; and portable lighting.

All structural steel of the bridge shall be painted. All machinery that has previously been painted shall be painted. All machinery, grid floor, and other areas not to be painted shall be protected from blasting and painting. Equipment bearings, seals, and gear faces shall be sealed to keep out blasting medium and paint.

Each leaf of the double leaf Bascule span to be painted consists of two main variable depth girders approximately 67'-6" in length with a 72" plate girder trunion beam, (2) W30 floor beams, and (5) W16 I-Beam stringers. The bridge has a clear roadway width of 28'. The existing paint system is aluminum over red lead primer. The approximate steel area to be painted is 18,626 square feet.

Paint on the bridge (regardless of color) contains 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.

The bridge will be operated by NCDOT during the project.

SPECIALTY ITEMS:

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

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 successfully¹ completed lead paint removal on similar structures within 18 months prior to this bid, may bid on and perform this work. **The Contractor must complete and submit a “Lead Abatement Affidavit” prior to being awarded the contract. This form may be downloaded from:**

http://www.ncdot.gov/doh/operations/dp_chief_eng/maintenance/bridge/

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.

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.

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 Class 2A containment in accordance with SSPC Guide 6. Enclosure drawings and loads supported by the structure must be prepared, signed and sealed by a Registered North Carolina Professional Engineer.

In the containment plan describe how debris 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.

Wash water Sampling and Disposal Plan - No work begins until the Contractor furnishes the Engineer with a containment plan for surface preparation and coating operations and the Engineer reviews and approves in writing said plan. All wash water shall be collected and sampled prior to disposal. Representative sampling and testing methodology shall conform to 15A NCAC 02B.0103, "Analytical Procedures". Wash water shall be tested for pollutants listed in 15A NCAC 02B.0211 (3), 15A NCAC 02T.0505 (b)(1) and 15A NCAC 2T.0905 (h) (See 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.

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, 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 – 2718 Uwharrie Rd., Archdale, NC 27263 (Ph. 336-434-7750)

All removed paint shall be considered a hazardous waste. The Contractor has the option of furnishing the Engineer certified test reports showing Toxicity Characteristic Leaching

Procedure (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).

If the Contractor elects to have TCLP testing done, samples shall be taken from at least 10% of the barrels to be disposed of, with at least one sample being from each bridge.

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 Temporary Waste Disposal Identification Number (TWDIN) from the NC Hazardous Waste Section.

NC Hazardous Waste Section
PO Box 27687, Raleigh, NC 27611-7687
(919) 733-2178 FAX (919) 733-4810

At the time of shipping the Engineer will sign, date and add the TWDIN 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.

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 January 1, 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, 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.

- 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.
- 1.7 Minimum surface chloride levels for painting are 7 PPM or below.

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, with the following exception. **For this project, the IOZ primer shall be replaced with an approved Organic Zinc Primer (See section 4.0 Materials).** The top coats shall remain in accordance with Section 442.

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

Do not apply any coating below 40 F or when a temperature of the air, surface, substrate or material is 40 F or below is predicted during the drying and curing period of the paint. Do not apply any coating above or below the manufacturers recommended application temperatures or during a period when an ambient temperature outside the recommended range is predicted during the drying and curing period of the paint. During adverse weather, use enclosures that control atmospheric conditions artificially inside within limits suitable for painting during the painting operation and until each coat of paint is cured or until weather conditions permit its exposure in the open.

For the span(s) of girders over the boat channel, the original deck forms are present and will need to be cleaned to SSPC SP 2 standard and apply a coat of Epoxy Mastic Aluminum or such suitable coating approved by the Engineer. All steel to steel contact in this area will be sealed with a suitable caulking.

Should the contractor elect to apply Organic Zinc Primer at or below 50 F the recoat window shall be a minimum of 24 hours or as necessary for the solvent to fully evaporate from the coating.

No application of acrylic coats (intermediate, stripe or top) shall be applied when the air or substrate is below 50 F.

3.0 MATERIALS:

All **Organic Zinc-Rich** coatings **submitted for use** shall be evaluated for performance through the National Transportation Product Evaluation program (NTPEP) for Structural Steel Coatings

as part of a Coating System that appears on one of the North East Protective Coatings Committee's (NEPCOAT) Qualified Products Lists. Submission of products through AASHTO/NTPEP is a continuous process and manufacturers may submit systems at any time. Prior to the start of work, a 1 quart unmixed sample kit (including the zinc dust) of the Organic Zinc Primer shall be sent to the Materials and Tests Unit for verification testing.

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 NCDOT's Standard Specifications.

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

3.1 REQUIREMENTS FOR SUITABLE CAULKING

Submit for approval to Division 2, Engineer of Record and Materials & Tests Unit, Chemical Testing Engineer

A. APPROVAL

1. Manufacturer's letter certifying the Caulking Compound supplied to the project will meet or exceed Department expectations and will be adequate for the intended use
2. Contractor shall submit for approval necessary paperwork at a minimum of 7 working days prior to Pre-Construction Meeting:
 - Product data sheet
 - MSDS sheet
 - Letter from paint manufacturer stating caulking material is suitable and compatible with the type and brand of paint being used on the project
3. Show typical markings on the packaging and any date markings.
4. Provide application instructions and temperature limitations.
5. State effective product life

B. WORK SEQUENCE

Contractor shall apply suitable caulking in accordance the manufacturer's product data sheet. In no case shall caulking be applied to moist, damp or frost bearing surfaces or if temperature will fall below freezing for more than 48 hours.

Suitable caulking shall be applied to all steel to steel contact surfaces after application of the primer coat.

C. ACCEPTANCE BY DEPARTMENT

The Engineer of Record & Chemical Testing Engineer will review the manufacturer's submittal for compliance with specification requirements.

D. FIELD DOCUMENTATION REQUIREMENTS

Accepted suitable caulking products will be accepted if they can be identified in the field by manufacturer name and (in applicable) brand name.

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 prior to each coat of paint are below 7 PPM using an acceptable sample method in accordance with SSPC Guide 15. The frequency of testing shall be 3 tests per leaf (6 total).

The Contractor shall verify the cure of organic zinc rich primer in accordance with one of the following test methods:

ASTM D 3363- 2H

ASTM D 4541- minimum of 400 PSI

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.

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

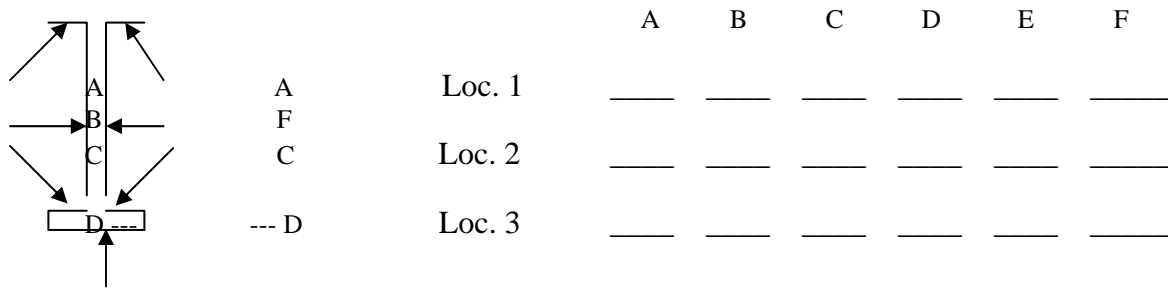
Adhesion Test Kit – ASTM D-3359

Elcometer and dollies

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.



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

- B. Two random adhesion tests per span are conducted on interior surfaces after the paint has been properly cured, and will be touched up by the Contractor. One random Cut Tape adhesion test per span is conducted on interior surface after the finish coat is cured, and will be 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 µg/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.

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

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.

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 Painting Existing Structure*. 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.

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.

PURCHASE ORDER
PROJECT SPECIAL PROVISION

DISADVANTAGED BUSINESS ENTERPRISE (POC AND MUNICIPALITIES):

(10-16-07)(Rev 10-20-09)

SP1G62

Policy

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

Obligation

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

Definitions

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

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

Department - North Carolina Department of Transportation

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

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

Goal - The DBE participation specified herein

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

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

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

Form RS-1-D - Form for subcontracts involving DBE 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 DBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with *49 CFR Part 26*.

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

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

Contract Goal

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

Disadvantaged Business Enterprises (0) %

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

Contract Requirement

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

Certified Transportation Firms Directory

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

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

Listing of DBE Subcontractors in Contract

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

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

Written Documentation – Letter of Intent

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

<http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf>. It shall be received in the office of the (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 DBE listed in the proposal indicating their participation in the contract, the DBE participation will not count toward meeting the goal.

Counting DBE Participation Toward Meeting DBE Goal of Zero or More

- (A) If a firm is determined to be an eligible DBE firm, the total dollar value of the participation by the DBE will be counted toward the contract requirement. The total dollar value of participation by a certified DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Contractor.
- (B) When a DBE performs as a participant in a joint venture, the Contractor may count toward its DBE goal a portion of the total value of participation with the DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.
- (C) (1) The Contractor may count toward its DBE requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the Department (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 DBE credit claimed for its performance of the work, and other relevant factors.

- (2) A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department (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 is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.
- (3) The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function.
 - (a) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.
 - (b) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - (c) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - (d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (e) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.
 - (f) For purposes of this paragraph, a lease shall indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.

- (D) A contractor may count toward its DBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from DBE regular dealer and 100 percent of such expenditures to a DBE manufacturer.
- (E) A contractor may count toward its DBE requirement the following expenditures to DBE firms that are not manufacturers or regular dealers:
 - (1) The fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
 - (2) The fees or commissions charged for assistance in the procurement of the materials and supplies, or for transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are not from a manufacturer or regular dealer and provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Good Faith Effort for Projects with Goals More Than Zero

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder shall submit to the Department (Officer/Engineer) documentation of its good faith efforts made to reach the 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 DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Department (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 (Insert Municipality Name and delete Department, if applicable) to inform DBEs of subcontracting opportunities.
- (B) Whether the bidder provided solicitations through all reasonable and available means (e.g. advertising in newspapers owned and targeted to the Disadvantaged) at least 10 calendar days prior to bid opening. Whether the bidder provided written notice to all DBEs listed in the NCDOT Directory of Transportation Firms, within the Divisions and surrounding Divisions where the project is located, that specialize in the areas of work (as noted in the DBE Directory) that the bidder will be subletting.
- (C) Whether the bidder followed up initial solicitations of interests by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted

Divisions do not provide an intent to quote or no DBEs specialize in the subcontracted areas, the bidder shall notify DBEs outside of the targeted Divisions that specialize in the subcontracted areas, and contact the State Contractor Utilization Engineer in the Contractual Services Unit (Insert Municipality Name and delete Department title, if applicable) to give notification of the bidder's inability to get DBE quotes.

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

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

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

DBE Replacement

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

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

(A) Performance Related Replacement

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

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

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

(B) Decertification Replacement

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

Changes in the Work

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

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

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

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

Reports

All requests for subcontracts involving DBE subcontractors shall be accompanied by a certification executed by both the Prime Contractor and the DBE 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 DBE subcontractors.

Within 30 (Enter No. of Days) calendar days of entering into an agreement with a DBE for materials, supplies or services, not otherwise documented by a Request for Subcontract as specified above, the

Contractor shall furnish the Engineer a copy of the agreement. The documentation should also indicate the percentage (60% or 100%) of expenditures claimed for DBE credit.

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

Reporting Disadvantaged Business Enterprise Participation

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

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

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

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

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

Failure to Meet Contract Requirements

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

ITEMIZED PROPOSAL FOR PROJECT NO.

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

Line No.	Item No.	Sec #	Unit Bid Price	Quantity	Unit Cost	Amount
1	0001000000-N	800	MOBILIZATION	LS	LS	
2	4589000000-E	SP	GENERIC TRAFFIC CONTROL ITEM TRAFFIC CONTROL	LS	LS	
3	8860000000-E	SP	GENERIC STRUCTURE ITEM REPLACEMENT OF STEEL GRID FLOOR	LS	LS	
4	8860000000-E	SP	GENERIC STRUCTURE ITEM UNDER STRUCTURE WORK PLATFORM	LS	LS	
5	8860000000-E	SP	GENERIC STRUCTURE ITEM CLEANING AND PAINTING EXISTING STRUCTURE	LS	LS	
6	8860000000-E	SP	GENERIC STRUCTURE ITEM REPLACEMENT AND REPAIR OF CENTER LOCK ASSEMBLIES	LS	LS	
7	8889000000-E	SP	GENERIC STRUCTURE ITEM STRUCTURAL STEEL REPAIRS TO VARIOUS BRIDGE MEMBERS	2500 LBS		
TOTAL AMOUNT OF BID FOR ENTIRE PROJECT						

CONTRACTOR _____

ADDRESS _____

Contractor's License Number _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____

ACCEPTANCE OF PROPOSAL

AGENCY: NC DEPARTMENT OF TRANSPORTATION CITY AND STATE, RALEIGH, NC

BY: _____, STATE BRIDGE MANAGEMENT ENGINEER
(SIGNATURE)

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

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

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

CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME

NAME: _____

MAILING ADDRESS: STREET/PO BOX: _____

CITY, STATE, ZIP: _____

DBA / TRADE NAME (IF APPLICABLE): _____

- | | |
|---|---|
| <input type="checkbox"/> INDIVIDUAL (use Social Security No.) | <input type="checkbox"/> SOLE PROPRIETER (use SS No. or Fed ID No.) |
| <input type="checkbox"/> CORPORATION (use Federal ID No.) | <input type="checkbox"/> PARTNERSHIP (use Federal ID No.) |
| <input type="checkbox"/> ESTATE/TRUST (use Federal ID no.) | <input type="checkbox"/> STATE OR LOCAL GOVT. (use Federal ID No.) |
| <input type="checkbox"/> OTHER / SPECIFY _____ | |

SOCIAL SECURITY NO. _____ - _____ - _____ (Social Security #)

OR

FED.EMPLOYER IDENTIFICATION NO. _____ - _____ - _____ (Employer Identification #)

COMPLETE THIS SECTION IF PAYMENTS ARE MADE TO AN ADDRESS OTHER THAN THE ONE LISTED ABOVE:

REMIT TO ADDRESS: STREET / PO BOX: _____
CITY, STATE, ZIP: _____

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.

What is your firm's ethnicity? (Prefer Not To Answer, African American, Native American, Caucasian American, Asian American, Hispanic American, Asian-Indian _____)

What is your firm's gender? (Prefer Not to Answer, Male, Female) **Disabled-Owned Business?** (Prefer Not to Answer, Yes, No)

IRS Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

NAME (Print or Type)

TITLE (Print or Type)

SIGNATURE

DATE

PHONE NUMBER

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.

NAME OF CONTRACTOR _____

SIGNATURE OF CONTRACTOR _____

NOTE - AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to me this the _____
Day of _____, 20 ____.

NOTARY SEAL

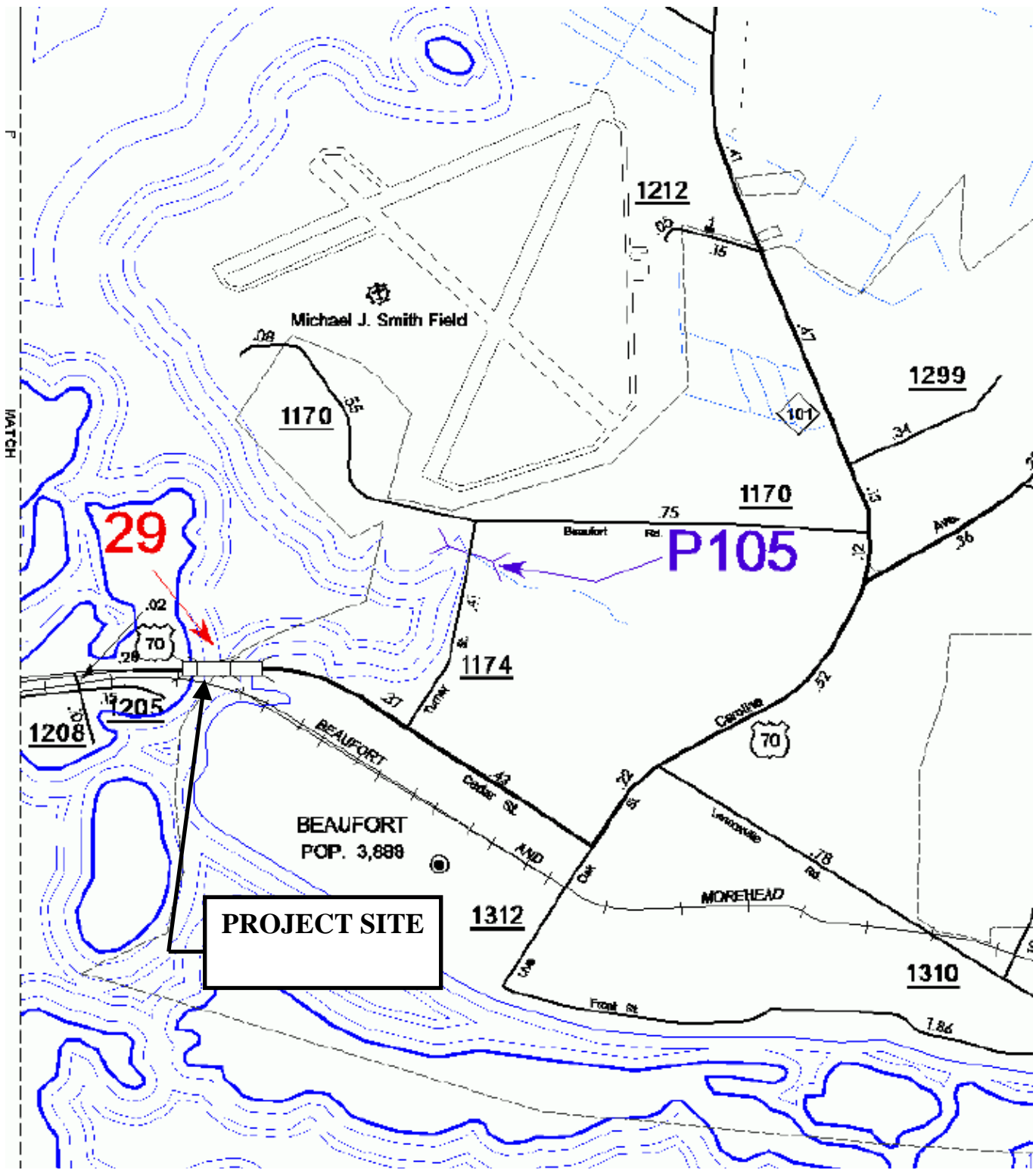
(SIGNATURE OF NOTARY PUBLIC)

Of _____ County.

State of _____.

My Commission Expires: _____.

APPENDIX



FHWA PROVISION REQUIREMENTS

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:

(11-22-94)

SP1 G100

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

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

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

SUBMISSION OF RECORDS - FEDERAL-AID PROJECTS:

(7-17-07)

SP1 G103

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

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

CERTIFICATION FOR FEDERAL-AID CONTRACTS:

(3-21-90)

SP1 G85

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

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

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

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

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**
- ❑ 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*.

- ❑ Page 6-66, Article 657-2, replace PS/AR (Hot-Poured Rubber Asphalt 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°F**; third paragraph, fourth sentence change 325oF to **325°F**.

Division 7

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

Division 8

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

Division 9

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

Division 10

- ❑ Page 10-12, near bottom of page add **(C)** before Proportioning and Mixing of Modified Compositions, which should be bold type.
- ❑ Page 10-28, at the top of the page, substitute Section 100**6** for 1005.
- ❑ Page 10-54, Subarticle 1018-2A), First line, substitute **(B)** for II, third line, substitute **(B)(2)** for II-b.
- ❑ Pages 10-56, 10-58, 10-60 at the top of the page, substitute Section 1018 with Section **1020**.
- ❑ Page 10-84, Table 1042-1, Class 2, Maximum, change from 23r to **23**.
- ❑ Page 10-84, Article 1042-2 Testing, last sentence, replace the word alterations with the word **cycles**.
- ❑ Page 10-100, Table 1056-1, replace on the line for Trapezoidal Tear Strength:

Type 1	Type 2	Type 3		Type 4
		Class A	Class B	Soil Stabilization
45 lb	75 lb	--	--	75 lb

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

- ❑ Page 10-157, Article 1077-11, first paragraph, change the reference from Subarticle 420-18(B) to Subarticle 420-17(B).
- ❑ Page 10-211, at the top of the page, substitute Section 1081 with Section **1082**.
- ❑ Page 10-229, add **1088-6 BLANK** on the line above 1088-7 TUBULAR MARKERS.
- ❑ Page 10-244, add **1089-10 BLANK** and **1089-11 BLANK** on the lines just above 1089-12 FLAGGER.
- ❑ Page 10-272, delete Article 1098-6 in its entirety. Renumber Articles 1098-7 through 1098-17 as Articles 1098-6 through 1098-16 consecutively.

Division 12

- ❑ Page 12-21 Add **1266-2** just before the heading MATERIALS.

Division 15

- ❑ Page 15-2 add **1500-4** just before the heading WEEKEND, NIGHT AND HOLIDAY WORK.
- ❑ Page 15-4, Subarticle 1505-3(A)(2), replace the 2nd line with the following: *Provide shielding or shoring as required under Section 150 or as required elsewhere in the contract.*
- ❑ Page 15-5, add **1505-6** on the same line and just before the heading MEASUREMENT AND PAYMENT. (Remove the period after PAYMENT.)
- ❑ Page 15-6, Article 1505-6(3), delete *in Section 1175* and replace it with *elsewhere in the contract*.
- ❑ Page 15-8, add **1510-4** on the same line and just before the heading MEASUREMENT AND PAYMENT.
- ❑ Page 15-10, substitute **BLANK** for CONSTRUCTION REQUIREMENTS on the same line and just before 1515-4.
- ❑ Page 15-10, substitute **CONSTRUCTION REQUIREMENTS** for General Requirements
- ❑ Page 15-10, Article 1515-4, add **(D)** just before the bolded Fire Hydrants.
- ❑ Page 15-13, Article 1520-3, 8th paragraph, add *pipe* after diameter.
- ❑ Page 15-22, add **1540-3** on the same line and just before the heading CONSTRUCTION REQUIREMENTS.
- ❑ Page 15-28, Replace 1550-6 METHOD OF MEASUREMENT with **MEASUREMENT AND PAYMENT**.

Division 16

- ❑ Page 16-12, Subarticle 1632-1(C) ¼ Inch hardware cloth, change the minimum width from 24 inches to 48 inches.

Division 17

- ❑ Page 17-19, Subarticle 1725-2 Material, Second paragraph, change Article 1098-7 to 1098-8
- ❑ Page 17-20, Subarticle 1726-2 Material, Second paragraph, change Article 1098-8 to 1098-9

END

STANDARD SPECIAL PROVISION

MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS

Z-7

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

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

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

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

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

**EMPLOYMENT GOALS FOR MINORITY
AND FEMALE PARTICIPATION**

Economic Areas

Area 023 29.7%

Bertie County
Camden County
Chowan County
Gates County
Hertford County
Pasquotank County
Perquimans County

Area 024 31.7%

Beaufort County
Carteret County
Craven County
Dare County
Edgecombe County
Green County
Halifax County
Hyde County
Jones County

Area 026 33.5%

Bladen County
Hoke County
Richmond County
Robeson County
Sampson County
Scotland County

Area 027 24.7%

Chatham County
Franklin County
Granville County
Harnett County
Johnston County
Lee County
Person County
Vance County
Warren County

Area 029 15.7%

Alexander County
Anson County
Burke County
Cabarrus County
Caldwell County
Catawba County
Cleveland County
Iredell County
Lincoln County
Polk County
Rowan County
Rutherford County
Stanly County

Area 0480 8.5%

Buncombe County
Madison County

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

SMSA Areas

Area 5720 26.6%

Currituck County

Area 9200 20.7%

Brunswick County
New Hanover County

Area 2560 24.2%

Cumberland 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

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

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

ATTACHMENTS

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

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendent and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
 - Section I, paragraph 2;
 - Section IV, paragraphs 1, 2, 3, 4, and 7;
 - Section V, paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
 - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

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

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - 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:
 - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
6. **Training and Promotion:**
 - a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
 - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
 - a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

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

2. **Classification:**
 - a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
 - b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 2. the additional classification is utilized in the area by the construction industry;
 3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
 - c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.
3. **Payment of Fringe Benefits:**
 - a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
 - b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
4. **Apprentices and Trainees (Programs of U.S. DOL) and Helpers:**
 - a. Apprentices:
 1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
 2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
 3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
 4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.
 - b. Trainees:
 1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
 2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee

- performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
 4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. **Helpers:**
Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an 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 than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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

VIII. SAFETY: ACCIDENT PREVENTION

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

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

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

- That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- 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.
- 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.
- 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)

- By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 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.
- 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.
- 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.
- The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions

and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

* * * * *

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

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

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

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

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

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

* * * * *

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

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

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

STANDARD SPECIAL PROVISION

ON-THE-JOB TRAINING:

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

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

STANDARD SPECIAL PROVISION

GENERAL DECISION NC20080010 10/23/2009 NC10

Z-11

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		

General	7.25	
Asphalt Raker	7.25	
Form Setter (Road)	7.25	
Mason (Brick, Block, Stone)	7.76	
Pipe Layer	7.25	
Power Tool Operator	7.25	
POWER EQUIPMENT OPERATORS		
Asphalt Distributor	7.25	
Asphalt Paver	7.25	
Bulldozer	7.25	
Bulldozer (utility)	7.25	
Concrete Finishing Machine	9.48	
Concrete Grinder	8.13	
Crane, Backhoe, Shovel, & Dragline (Over 1 yd.)	8.53	
Crane, Backhoe, Shovel, & Dragline (1 yd. & under)	7.25	
Drill Operator	7.65	
Grade Checker	7.25	
Grease person	7.25	
Hydroseeder	7.25	
Loader	7.25	
Mechanic	8.27	
Milling Machine	8.00	
Motor Grader (Fine Grade)	8.01	
Motor Grader (Rough Grade)	7.42	
Oiler	7.25	
Piledriver	11.00	
Roller (Finish)	7.25	
Roller (Rough)	7.25	
Scraper	7.25	
Screed Asphalt	7.25	
Stone Spreader	7.25	
Stripping Machine Operator	7.25	
Subgrade Machine	9.00	
Sweeper	7.25	
Tractor (utility)	7.25	
TRUCK DRIVERS		
Single Rear Axle Trucks	7.25	
Multi Rear Axle Trucks	7.25	
Heavy Duty trucks	7.25	
Welder	9.07	

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

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

STANDARD SPECIAL PROVISION

GENERAL DECISION NC20080011 10/23/2009 NC11

Z-12

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

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

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

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

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

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION