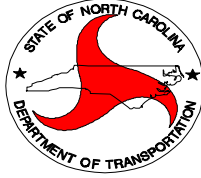


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 11

CONTRACT PROPOSAL

WBS ELEMENT NUMBER: 3711.3.15 CONTRACT: DK00079
ROUTE: Interstate 77 Welcome Center COUNTY: Surry
DESCRIPTION: Landscape and Hardscape Renovation at the Welcome Center in
Surry County

BID OPENING: November 1, 2012 @ 10:00 AM

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 OR SBE PROJECT. 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

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

RETURN BIDS TO:

QUOTE NO: DK00079 – SURRY COUNTY WELCOME CENTER
N.C. DEPARTMENT OF TRANSPORTATION
JOE L. LAWS, PE, DIVISION PROJECT MANAGER
801 STATESVILLE ROAD
P.O. BOX 250
NORTH WILKESBORO, NORTH CAROLINA 28659

INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements, **except that bids may be prepared by electronic means as described elsewhere in the proposal**. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. ****Unit Prices shall be rounded off by the bidder to contain no more than FOUR decimal places.****
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. 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.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name and signature of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. 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.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION ENGINEER'S OFFICE AT 801 STATESVILLE ROAD, P.O. BOX 250, NORTH WILKESBORO, NORTH CAROLINA 28659 BY 10:00 AM ON NOVEMBER 1, 2012.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

QUOTE NO: DK00079 – SURRY COUNTY WELCOME CENTER

13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**JOE L. LAWS, PE, DIVISION PROJECT MANAGER
N.C. DEPARTMENT OF TRANSPORTATION
P.O. BOX 250
801 STATESVILLE ROAD
NORTH WILKESBORO, NORTH CAROLINA 28659**

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 of the 2012 Standard Specifications for Roads and Structures. The lowest responsible Bidder will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

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DIVISION CONTRACT

General Provisions

GENERAL

This contract is for landscape planting and hardscape improvement at the Welcome Center located on Interstate 77 in Surry County near the Virginia State Line. Work will include landscape grading, furnishing and installing various plant species, mulch, sidewalk, concrete pavers, selective tree removal, fencing, lighting, sidewalk, signing, and relocation of the picnic shelter. The work shall consist of but not be limited to all labor, materials, supervision, and equipment.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient. An increase or decrease in the quantity of any item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the contract.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, the *North Carolina Department of Transportation Roadway Standards Drawings*, and the current edition of the *Manual of Uniform Traffic Control Devices (MUTCD)*. These manuals may be found on the internet at:

<http://www.ncdot.gov/doh/preconstruct/ps/specifications/2012draft.pdf>

http://www.ncdot.gov/doh/preconstruct/ps/std_draw/default.html

<http://mutcd.fhwa.dot.gov/>

MANDATORY PRE-BID CONFERENCE AND PROPOSAL REVIEW

In order for all prospective bidders to have an extensive knowledge of the project, all prospective bidders shall attend a mandatory pre-bid conference as shown below:

Date and Time: October 23, 2012 at 10:00 AM

Place: Project Site

Location: The North Carolina Welcome Center / Rest Area on Interstate 77 Southbound at the Virginia State Line

County: Surry

Contact for Directions: Jason Joyce – 336-903-9228

Note: If you plan to attend this showing, please notify Joe Laws so that contract materials will be available.

The Mandatory Pre-Bid Conference will begin promptly at **10:00 AM**. An official clock for the pre-bid conference will be designated. Contractors who are late will not be permitted to sign in or to participate in the conference.

Bidders are expected to make their own investigation of the site prior to the conference.

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

This conference will be conducted by Department personnel to ensure all prospective bidders are given an opportunity to obtain information relevant to the project and given an opportunity to ask any questions they may have.

The Engineer will explain areas of responsibility, standards of performance and expected results. This is also intended to be a time for the Contractor to raise questions as to the present condition of the facility. The Contractor is encouraged to make his/her own observations of the sites to determine the condition of the items identified in this contract as the Contractor's responsibility. Any changes made to the contract during the pre-bid conference will be documented and included in an addendum. The entire addendum must be returned with the bid package, signed and dated. Failure to do so will result in disqualification of bid.

Eligibility to Bid

All prospective bidders at the Mandatory Pre-Bid Conference shall meet all of the requirements as shown below:

1. Only Bidders who have attended the entire conference and properly registered at the Mandatory Pre-Bid Conference will be considered eligible to bid on this project. A bid received from a Bidder who has not attended and properly registered at the conference will be rejected as an irregular bid and will not be considered for award.
2. Attendance at the Mandatory 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:
 - The individual attending the Mandatory Pre-Bid Conference is a full time employee of the company being represented and has **administrative and/or supervisory** authority over the work to be performed under this contract.
 - The individual signs his/her name and company title on the official roster.
 - The individual writes in the name and address of the company he or she represents.
 - Only one company is shown as being represented by the individual attending.
 - The individual shall sign out when the conference is over.

Attendance at any prior pre-bid conference will not meet the requirement of this provision.

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability is **November 30, 2012.**

No work will be permitted and no contract will be executed until all required bonds and prerequisite conditions and certifications have been satisfied. No work will be permitted prior to issuance of the purchase order.

The completion date for this project is March 29, 2013. No extensions will be authorized except as authorized by Article 108-10 of the *2012 Standard Specifications*.

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

Liquidated damages for this contract are Two Hundred Dollars (\$200.00) per calendar day. INTERMEDIATE CONTRACT TIME NUMBER ICT #1 AND LIQUIDATED DAMAGES

The Contractor shall not perform work on this project during holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **3:00 P.M.** December 31st and **8:00 A.M.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **8:00 A.M.** the following Tuesday.
3. For **Easter**, between the hours of **3:00 P.M.** Thursday and **8:00 A.M.** Tuesday.
4. For **Memorial Day**, between the hours of **3:00 P.M.** Friday and **8:00 A.M.** Tuesday.
5. For **Independence Day**, between the hours of **3:00 P.M.** the day before Independence Day and **8:00 A.M.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **3:00 P.M.** the Thursday before Independence Day and **8:00 A.M.** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **3:00 P.M.** Friday and **8:00 A.M.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **3:00 P.M.** Wednesday and **8:00 A.M.** Monday.
8. For **Christmas**, between the hours of **3:00 P.M.** the Friday before the week of Christmas Day and **8:00 A.M.** the following Tuesday after the week of Christmas Day.

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

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

NO MAJOR CONTRACT ITEMS

None of the items included in this contract will be major items.

SPECIALTY ITEMS

Items listed below will be the specialty items for this contract (see Article 108-6 of the *2012 Standard Specifications*).

Line #	Description
	Fencing Items
	Signing Items
	Lighting Items
	Utility Construction Items
	Erosion Control Items
	Planting Items

PREPARATION AND SUBMISSION OF BIDS

The entire bid proposal package, properly signed and executed, must be returned in order for the bid to be considered as responsive. **Incomplete proposal packages may be considered unresponsive.** Bid proposals shall be completed in ink and any corrections shall have one strike through with the correction initialed by the bidder.

Any firm that wishes to bid on this project as the prime contractor must be prequalified for the type of work they wish to perform prior to submitting their bid. For the purposes of prequalification, any firm that is currently prequalified as a prime or a subcontractor on centrally let contracts for the appropriate work codes is considered eligible to work and/or bid on this contract as long as other items such as bonding and license requirements for the contract are met.

Information regarding the requirements to become prequalified as a Purchase Order Contract contractor, can be found at the following website: <http://www.ncdot.org/business/howtogetstarted/>

All bids shall be prepared and submitted in accordance with the listed requirements of Article 102-8 of the *2006 Standard Specifications*.

In accordance with GS 136-28.1(b), if the total bid amount of the contract exceeds **\$1,200,000**, the bid will not be considered for award.

COMPUTER BID PREPARATION (OPTIONAL)

The bidder may elect to prepare his bid and MBE/WBE or DBE participation electronically by means of a personal computer. For electronic bid preparation the Contractor shall download the Expedite program from the NCDOT "Project Letting" website. Then download the appropriate .ebs electronic file of line items and quantities unique to each project from the Division Office's website.

The only entries into the program which will be permitted by the Bidder are the appropriate unit or lump sum prices for those items which must be bid in order to provide a complete bid for the project, and any MBE/WBE or DBE participation in the appropriate section of the Expedite program. When these entries have been made, the program will automatically prepare a complete set of itemized proposal sheets which will include the amount bid for the various items and the total amount bid for the project in addition to the unit or lump sum prices bid. The computer generated itemized proposal sheets shall be printed and signed by a duly authorized representative in accordance with Article 102-8(A)(8). This set of itemized proposal sheets, when submitted together with the appropriate proposal, will constitute the bid and shall be delivered to the appropriate Division Office or location specified in the INSTRUCTIONS TO BIDDERS. If the Bidder submits his bid on computer generated itemized proposal sheets, bid prices shall not be written on the itemized proposal sheets bound in the proposal. The computer generated itemized proposal sheets (.ebs bid file) shall also be copied to a compact disk (CD) furnished by the Contractor and shall be submitted to the Department with the bid.

In the case of a discrepancy between the unit or lump sum prices submitted on the itemized proposal sheets and those contained on the CD furnished by the Contractor, the unit or lump sum prices submitted on the printed and signed itemized proposal sheets shall prevail.

The requirements of the INSTRUCTIONS TO BIDDERS will apply to the preparation of bids except that a bid may be submitted on computer generated itemized proposal sheets in which case the entries on the itemized proposal sheets will not be required to be in ink. Changes to any entry on the computer generated itemized proposal sheets shall be made in accordance with requirement Number (6) of the INSTRUCTIONS TO BIDDERS. When the computer generated itemized proposal sheets are not signed and received with the proposal, the bid will be considered irregular.

BID BOND

A Bid Bond is not required for the submission of bids for this project.

EXECUTION OF SIGNATURE SHEETS AND DEBARMENT CERTIFICATION

The Bidder's attention is directed to the various sheets in the contract proposal, which are to be completed and/or signed by the Bidder. A list of these sheets is shown below. The signature sheets are located behind the Bid Form(s) in the contract proposal.

1. Execution of Bid including Non-Collusion Affidavit, Debarment Certification, & Gift Ban

2. MBE/WBE/DBE Subcontract Listing Form

The Bidder shall certify his and to the best of his knowledge all subcontractors, material suppliers and vendors utilized herein current status concerning suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, in accordance with the "Debarment Certification" located behind the signature sheets in the proposal forms. Execution of the bid signature sheets in conjunction with any applicable statements concerning exceptions, when such statements have been made on the "Debarment Certification", constitutes the Bidders certification of "status" under penalty of perjury under the laws of the United States.

AWARD LIMITS ON MULTIPLE PROJECTS

It is the desire of the Proposer to be awarded contracts, the value of which will not exceed a total of \$ _____, for those projects indicated below on which bids are being opened on the same date as shown in the Proposal Form. Individual projects shall be indicated by placing the project number and county in the appropriate place below. Projects not selected will not be subject to an award limit.

_____ (Project Number)	_____ (County)
_____ (Project Number)	_____ (County)
_____ (Project Number)	_____ (County)

*If a Proposer desires to limit the total amount of work awarded to him in this letting, he shall state such limit in the space provided above in the second line of this form.

It is agreed that in the event that I am (we are) the successful bidder on indicated projects, the total value of which is more that the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated which have a total value not exceeding the award limit and which will result in the best advantage to the Department of Transportation.

**Signature of Authorized Person

**Only those persons authorized to sign bids under the provisions of Article 102-8, Item 7, shall be authorized to sign this form.

CONTRACT PAYMENT AND PERFORMANCE BOND

A 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 specifications and conditions of the contract is required for Construction contracts of **\$500,000.00** or more. Such bond shall be solely for the protection of the North Carolina Department of Transportation and the State of North Carolina.

A 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 the Contractor, or his subcontractors, is liable is required for Construction contracts greater than **\$500,000.00**. The payment bond shall be solely for the protection of persons or firms furnishing materials or performing labor for this contract for which the Contractor is liable.

The successful bidder, **within fourteen (14) days after notice of award**, shall provide the Department with a contract payment bond and a contract performance bond each in an amount equal to 100 percent of the amount of the contract.

WORKMEN'S COMPENSATION INSURANCE

The contractor shall defend, indemnify and hold harmless the North Carolina Department of Transportation, its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the contractor, its agents, employees, and subcontractors or any one for whom the contractor may be responsible. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The contractor shall indemnify and hold harmless the Department of Transportation from any claim, demand, suit, liability, judgment, and expense involving damage or loss to the contractor's equipment (including vandalism, theft, fire and acts of God) arising out of or relating to work performed under this agreement. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The contractor further agrees to indemnify the Department of Transportation for any damages to the roadway, highway signs, highway equipment and other property owned or in possession of the Department of Transportation, brought about by reason of the negligent operation of the leased equipment. The contractor further agrees to indemnify and save harmless the Department of Transportation, its officers and employees from any claims or amounts recovered by any of the contractor's employees under the Worker's Compensation Act.

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

Proof of insurance shall be furnished to the Engineer prior to beginning work.

LICENSES

In accordance with G.S. 136-28.14, this project is not subject to the licensing requirements of Chapter 87 of the General Statutes.

The contractor shall be required to hold the proper license to perform the electrical work of this contract, in accordance with article 4 of Chapter 87 of the General Statutes (Licensing of Electrical Contractors).

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the *2012 Standard Specifications*.

DEFAULT OF CONTRACT

The Department of Transportation shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the *2012 Standard Specifications*.

PARTIAL PAYMENT

The Contractor may submit a request for payment at the end of each work request. Compensation for all pay items shall be in accordance with the *Standard Specifications*. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

Requests for payment can be made on the form furnished to the Contractor by the Department of Transportation. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor.

Minority Business Enterprise (MBE), Women's Business Enterprise (WBE) and/or Disadvantage Business Enterprise (DBE) participation shall be listed on the appropriate form (DBE-IS) and shall accompany all requests for payment. If there is no participation the word "None" or the figure "0" shall be entered. Requests for payment will not be processed without the submission of the DBE-IS form. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

RETAINAGE AND PROMPT PAYMENT

Prompt Payment of Monies Due Subcontractors, Second Tier Subcontractors and Material Suppliers and Release of Retainage

Contractors at all levels; prime, subcontractor, or second tier contractor, shall within seven calendar days of receipt of monies, resulting from work performed on the project or services rendered, pay subcontractors, second tier subcontractors, or material suppliers, as appropriate. This seven-day period begins upon knowledgeable receipt by the contracting firm obligated to make a subsequent periodic or final payment. These prompt payment requirements will be met if each firm mails the payment to the next level firm by evidence of postmark within the seven-day period.

This provision for prompt payment shall be incorporated into each subcontract or second tier subcontract issued for work performed on the project or for services provided.

The Contractor may withhold up to 3% retainage if any subcontractor does not obtain a payment and performance bond for their portion of the work. If any retainage is held on subcontractors, all retainage shall be released within seven calendar days of satisfactory completion of all work. For the purpose of release of retainage, satisfactory completion is defined as completion of all physical elements and corresponding documentation as defined in the contract, as well as agreement between the parties as to the final quantities for all work performed in the subcontract. The Department will provide internal controls to expedite the determination and processing of the final quantities for the satisfactorily completed subcontract portions of the project.

Failure of any entity to make prompt payment as defined herein may result in (1) withholding of money due to that entity in the next partial payment until such assurances are made satisfactory to this provision; or (2) removal of an approved contractor from the prequalified bidders list or the removal of other entities from the approved subcontractors list.

MANDATORY SUBCONTRACTOR INFORMATION

The Contractor is to provide a list of all proposed subcontractors he or she plans to use on this project. This list shall include all subcontractors that will be used, not only MBE, WBE or DBE firms. Only pre-approved subcontractors that are registered with the NCDOT may be used. A listing of all contractors (prime or subcontractor) may be found at the following website:

<https://partner.ncdot.gov/VendorDirectory/default.html>

Subcontract Approval Form (Form SAF) must be completed for each subcontractor that will be used and returned prior to the work being performed by the subcontractor. This form can be found at the following website:

http://www.ncdot.org/doh/operations/dp_chief_eng/constructionunit/saf.xls

If the proposed subcontractor cannot fulfill their obligation and a substitute must be used, then an appropriate form for the replacement subcontractor must be delivered to the administering officer before the new subcontractor is used.

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled 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.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures, dated January 2012*.

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Laws to be Observed

In accordance with 107-1 of the *Standard Specifications*, The Contractor shall keep himself fully informed of all Federal and State laws, all local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority which may in any manner affect those engaged or employed in the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations,

orders, and decrees; and shall indemnify and hold harmless the Board of Transportation and the Department of Transportation and their agents and employees from any claim or liability arising from or based on the violation of any such law, ordinance, regulations, order, or decree, by the Contractor or by his agents and employees.

Responsibility For Damage Claims

In accordance with 107-14 of the *Standard Specifications*, The Contractor shall indemnify and save harmless the Board of Transportation and its members and the Department of Transportation and its officers, agents, and employees from all suits, actions, or claims of any character brought for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Contractor, Subcontractor, its agents or employees, in the performance of the contract.

Safety and Accident Protection

In accordance with 107-21 of the *Standard Specifications*, The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are 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.

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel shall wear a reflective vest or outer garment conforming to the requirements of MUTCD at all times while on the project.

BANKRUPTCY

The Department of Transportation, at its option, may terminate the contract upon the filing by the contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

EXTENSION OF CONTRACT TIME

Failure on the part of the Contractor to furnish bonds or certifications or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME

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

CONTRACTOR CLAIM SUBMITTAL FORM

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

SUBSURFACE INFORMATION

There is no subsurface information available on this project. The Contractor shall make his own investigation of subsurface conditions.

PROSECUTION AND PROGRESS

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The contractor will not be permitted to suspend his operations except for reasons beyond his control except where the Engineer has authorized a suspension of the contractor's operations in writing.

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the *Standard Specifications*.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **Five Hundred Dollars (\$500.00)** will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work on time.

TEMPORARY SUSPENSION OF WORK

In accordance with Article 108-7 of the *2012 Standard Specifications*, the Engineer will have the authority to suspend the work wholly or in part, any written order for such periods as he may deem necessary for any of the following reasons.

1. Conditions considered unfavorable for the suitable prosecution of the work, or

2. The Contractor's failure for correct conditions unsafe for workmen or the general public, or
3. The Contractor has not carried out orders given to him by the Engineer, or
4. The Contractor's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division 11, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

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.

APPROVAL OF PERSONNEL

The State shall have the right to approve or reject the project engineer and other supervisory personnel, assigned to a project.

The Engineers or any subcontractor for the Engineers which are employed to provide engineering services for this project shall not engage the services of any person or persons, now in the employment of the State during the time of this Agreement, without written consent of the State.

In the event of engagement, the Engineers or their subcontractors shall restrict such person or persons from working on any of the Engineers' contracted projects in which the person or persons were formerly involved while employed by the State. This restriction period shall be for the duration of the contracted project with which the person or persons was involved. "Involvement" shall be defined as active participation in any of the following activities:

- Drafting the contract;
- Defining the scope of the contract;
- Selection of the Engineers' firm for services;
- Negotiation of the cost of the contract (including calculating man-hours or fees); and
- Administration of the contract.

An exception to these terms may be granted when recommended by the Secretary and approved by the Board of Transportation. Failure to comply with the terms stated above in this section shall be grounds for termination of this contract.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

CONTRACTOR PERSONNEL

The Department will not be responsible in any way to the Contractor's personnel for damages, destruction or loss, from any cause, to the Contractor's equipment, supplies, materials or tools or the personal property of the Contractor's personnel. The Contractor will be responsible for all repairs, regardless of cost, resulting from the negligence of the Contractor or Contractor's employees. The Department will not participate in the cost of such repairs.

INSPECTION

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

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 "Materials and Test Manual." However the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the *Standard Specifications*. Material that is not properly certified will not be accepted.

COOPERATION BETWEEN CONTRACTORS

The Contractor's attention is directed to Article 105-7 of the *2012 Standard Specifications*.

The Contractor on this project shall cooperate with Contractor(s) and state forces working within or adjacent to the limits of this project to the extent that the work can be carried out to the best advantage of all concerned.

LOCATING EXISTING UNDERGROUND UTILITIES

Revise the *2012 Standard Specifications* as follows:

Page 1-43, Article 105-8, line 28, after the first sentence, add the following:

Identify excavation locations by means of pre-marking with white paint, flags, or stakes or provide a specific written description of the location in the locate request.

PLAN, DETAIL AND QUANTITY ADJUSTMENTS

The Department reserves the right to make, at any time during the progress of the work, such alterations in plans or the details of construction as may be found necessary or desirable by the Engineer to complete the project.

GIFTS FROM VENDORS AND CONTRACTORS

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

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

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

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

Special Provisions

NOTES TO CONTRACTOR

1. Refer to the *Standard Specifications for Roads and Structures and Roadway Standard Drawings dated January 2012* and any Special Provisions in contract for guidelines on this project.
2. All work performed by the contractor shall be in compliance with the *2012 Standard Specifications* and Workmanship/Appearance done to the satisfaction of the Engineer.
3. All work items necessary to complete the work other than listed on the "Bid Proposal Form" will be considered incidental in nature and no further compensation will be made. Any work performed in an unsatisfactory manner could be basis for cancellation of the contract.

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE

Revise the *2012 Standard Specifications* as follows:

Replace all references to "State Highway Administrator" with "Chief Engineer".

PRECONSTRUCTION CONFERENCE

Following the award of a contract and prior to beginning work, the Contractor shall contact **Jason Joyce, CPESC, Roadside Environmental Engineer, at (336) 903-9228**, to arrange a Pre-construction conference. The project superintendent is required to attend the Pre-construction conference.

NOTIFICATION OF OPERATIONS

The Contractor or their appointed representative shall notify the Engineer one week in advance of beginning work on any site included in this contract. The Contractor shall give the Engineer sufficient notice of all operations for any sampling or acceptance testing required.

EMPLOYMENT

Revise the *2012 Standard Specifications* as follows:

Page 1-20, Subarticle 102-15(O), delete and replace with the following:

- (O) Failure to restrict a former Department employee as prohibited by Article 108-5.

Page 1-65, Article 108-5 Character of Workmen, Methods, and Equipment, line 32, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

CONTRACT BID QUANTITIES

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity of any item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for the contract.

Contractor's pricing shall be based on the estimated quantities per Division. These estimated amounts are submitted to assist contractors in the bidding process. Estimated quantities are not to be regarded as actual requirements. The State shall not be obligated to purchase any specific quantity.

FINAL ACCEPTANCE

Final acceptance will not be made before the completion of all work. Final acceptance will be made only after the satisfactory completion of all work covered by this contract. All ground cover shall be well-rooted, in a living and healthy condition at the time of final acceptance. All work shall be completed in a neat, workmanlike manner. Work not completed in such manner will not be accepted.

SUBSURFACE INFORMATION

There is **no** subsurface information available on this project. The Contractor shall make his own investigation of subsurface conditions.

TREE PRESERVATION / PROTECTION FENCE

General Requirements and Restrictions

Tree Preservation/Protection Fence consist of furnishing, installing, maintaining, and removing wood slat, polyethylene, or polypropylene fence as specified or as directed by the Engineer and in accordance with the special provisions included herein. It is the intention that the Tree Preservation/Protection Fence be used to separate areas of active construction from areas remaining open to the public.

Install tree protection fence prior to any demolition. All construction unless approved by the Engineer will occur within the construction fence. *Do not trespass* with vehicles or machinery in the areas indicated for tree preservation. Do not park, refuel, repair or maintain vehicles or equipment in the tree preservation areas. Do not stockpile materials or store equipment in the tree preservation areas.

Do not release petroleum products, fuels, paints, or lubricants anywhere within this project in the vicinity of the tree preservation areas or in areas that drain into this vicinity. Do not apply or release herbicides, fertilizers or chemicals of any kind that may be toxic to plant life and do not 'clean out' concrete trucks in the vicinity of the tree preservation areas, or into areas that drain into this vicinity. Do not burn trash, debris or vegetation in the vicinity of tree preservation areas.

Demolition, ground disturbing activities and construction that occurs within the drip line of the tree(s) or within a radius three times the drip line of the tree(s) will be done with utmost care. Accomplish all grading in such a manner as to avoid standing water or saturated soils around root systems of trees that are to remain. Install erosion control devices in a timely manner to prevent sedimentation of the tree root zone in the tree preservation areas. In areas to be 'cut' by grading or where utility trenches or building footings occur, prevent shredding, tearing or exposing roots by excavating a trench not less than 6" wide and to the maximum depth of the cut up to 24" deep. Hand saw any roots 2" or greater in diameter that are encountered to make a clean smooth cut. If necessary, dig out enough soil to reach an undamaged portion of the root to make the smooth cut. To prevent drying out of roots, immediately cover any exposed root surfaces with 6" of approved mulch or soil until 'finish' construction operations dictate removal. Supplemental irrigation may be necessary during periods of drought or stress. Irrigate as directed and approved by the Engineer.

Branches that protrude into the construction area that interfere with construction operations will be tied back if possible or pruned if not. Follow proper pruning techniques as established in American National Standards Institute ANSI Z133.1 and perform pruning by a professional arborist. Submit description of proposed work along with arborist credentials to the Engineer for approval prior to conducting work.

Violation of any of these tree preservation measures will result in suspension of all work until the violation is resolved or repaired to the satisfaction of the Engineer. Such suspension of work will not be considered justification for additional compensation in accordance with Section 104 of the *Standard Specifications* or extension of the contract time.

Materials

Posts will be nominal 2" x 4" or 4" x 4", lengths as required, structural light framing, grade no. 2, southern yellow pine or steel posts will be a minimum of 1 3/8" wide measured parallel to the fence, with a weight of 1.25 lbs/ft of length. Wood posts will be treated with a preservative in accordance with Section 1082-3 of the *Standard Specifications*.

Fence fabric will be a barricade or safety barrier type highly visible orange polyethylene or polypropylene mesh that is approved by the Engineer. Fabric will be UV stabilized, flexible and inert to most chemicals and acid.

Signs will be fabricated of a durable, weatherproof lightweight material. Signs will have a white background with red lettering. They will be a minimum of 4.5 square feet and clearly display the following message in both English and Spanish:

TREE PROTECTION ZONE

DO NOT ENTER

Submit sample for approval prior to placing.

Installation

Erect fence to conform to the general contour of the ground. Do not remove existing plant material in order to install fence unless directed by the Engineer.

Set post and maintain in a vertical position. Post may be hand set or set with a post driver. If hand set, thoroughly tamp all backfill material, if power driven, wood posts may be sharpened to a dull point. Remove and replace any post damaged by power driving prior to final acceptance. Cut the tops of all posts at a 30-degree angle. The posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected. Contractor is responsible for locating all utilities prior to installation of fence posts.

Stretch fence fabric taut and attach to post with appropriate means according to post type utilized. In sections where signs will be located, reinforce top of fabric by weaving a 12 gauge galvanized wire in the fabric and firmly attach to the post at each end of section. Place signs every 100 linear feet with a minimum of one sign for each segment facing in a different direction. Secure sign to fence fabric at all four corners placing near the top of the fence fabric where clearly visible.

Tree Protection Fence Maintenance

At any time during the duration of the project if the tree protection fence is not in an upright secure position with no gaps and properly signed, work on the project will be suspended wholly until the fence is properly repaired and determined to be in satisfactory condition by the Engineer. Remove tree protection fence, fill post holes, weed/mow and dispose of debris off site as a last item of work on the project.

Compensation

Tree Protection / Preservation Fence will be paid for as ‘Tree Protection Fence’ in linear feet as measured along the surface of the installed and accepted work.

Such payment will be full compensation for the work described above including furnishing, installing, and removing; fence post, fence bracing, fence fabric, staples, tie wires; all tools, equipment and any other incidentals necessary to complete the work. Mulch and/or watering required herein will be incidental to the completion of the work.

Payment will be made under:

Tree Protection Fence.....Linear Feet

DEMOLITION

General

The work covered by this provision shall consist of the removal and disposal of all paving, vegetation and site amenities as shown on the plans to be removed and as directed by the Engineer. Any directional and/or regulatory signs removed for construction shall be reinstalled in the same location or as directed by the Engineer.

All methods and operations used for removal of paving, site amenities and vegetation shall meet prior approval of the Engineer. All materials removed, except signs, split rail fence, picnic table, picnic shelter, and post top lights and standards, shall become the property of the Contractor and shall be disposed of by the Contractor off site.

The signs, fence, table and lights shall be removed and stored on site during the construction. Special care shall be taken to protect these from becoming damaged during the demolition process. The Engineer shall advise the Contractor where on site the salvaged items may be stored. The signs, shelter, and post top lamps will be reset at new locations on site during construction. The electrical conduit to the post top lights may be reused at a future date and special attention shall be given to insure that it is not damaged.

At locations where concrete paving shall be removed adjacent to concrete paving that is to remain, a saw cut shall be made at the point removal shall begin to provide a clean edge for pavement to remain.

Operations performed during the demolition process shall be performed in such a manner as to prevent damage to adjacent property and structures. If damage should occur it shall be the Contractor’s responsibility to repair the damaged area to its original condition to the satisfaction of the Engineer.

Compensation

Payment for the work of removing all concrete paving, site amenities, and vegetation as described above, indicated on the plans and as directed by the Engineer shall be paid for at the contract lump sum price for ‘Demolition’. Such price and payment will be full compensation for all work covered by this provision; including but not limited to furnishing all labor, tools and equipment; and any other incidentals necessary or required to complete the work.

Payment will be made under:

Demolition.....Lump Sum

SELECTIVE TREE REMOVAL

General

The work covered by this special provision shall consist of removing selected trees as identified on the plans or the Engineer in the field. See Section 1651 of the *Standard Specifications*.

The work shall include grinding of the stumps and surface roots to 6” below finished grade, and repair of the area to surrounding grade.

Payment will be made under:

Selective Tree Removal.....Each

LANDSCAPE GRADING

General

Landscape and Site grading consists of placing topsoil material within seeding and planting beds, and cutting and backfilling around walls, sidewalks, etc., to provide proper drainage and elevations as indicated on the plans, and as directed by the Engineer.

Topsoil Material

Topsoil will be as specified herein and will be utilized for all fill/backfill operations as directed by the Engineer.

Topsoil will be a sandy loam, silt loam or clay loam that contains a reasonable amount of humus material. Topsoil will be of good texture, loose and friable and will be representative of topsoil in the general vicinity. It will be reasonably free from sod, hard lumps, subsoil, large roots, rocks and gravel, noxious weed seeds and/or toxic substances or other material, which would be harmful to plant growth. Topsoil when delivered to the job site will be approved by the Engineer prior to placement, whether or not the source of topsoil has been previously approved.

Installation

Place topsoil fill and spread evenly to a depth of 4 inches or as directed by the Engineer, which after settlement, constitutes finish grade. Do not place topsoil when the ground is frozen, is excessively wet, or is in a condition that the soil cannot be worked easily and dressed smoothly. Compact fill material under elevated sidewalks/concrete paving to a density equal to or greater than undisturbed soil in the area.

Where fill material is needed within wooded areas, precautionary measures will be taken to prevent damage to trees and the roots of trees to be retained for landscape purposes. When placing or compacting fill material in or adjacent to wooded areas heavy machinery will not be

allowed. Equipment for placing fill material will be approved by the Engineer prior to any grading work.

Compensation

Payment will be made at the contract lump sum price for ‘Landscape Grading’ for the work detailed in this section that has been successfully accomplished and accepted. Topsoil will be measured by truck measurement. Each truck will be measured and will have a legible identification mark indicating its capacity. Load each truck to at least its measured capacity at the time it arrives at the point of delivery. The recorded capacity will be adjusted by making a 25 percent deduction to allow for shrinkage, and the adjusted capacity will be the quantity to be paid for.

Such price and payment will be full compensation for furnishing, all labor, equipment and all incidentals necessary to complete the work satisfactorily.

Payment will be made under:

Landscape Grading Lump Sum
TopsoilCubic Yard

SEGMENTAL BLOCK RETAINING WALL

General

Work includes furnishing and installing precast concrete modular block retaining wall units to the lines and grades designated on the construction drawings and as specified herein.

Contractor shall be experienced with installing segmental block retaining wall systems. Contractor shall supply references and samples to engineer prior to construction. Acceptable product and manufacturers are:

Triangle Precast Block Stone
Anchor Wall Natural Impressions,
Redi-Rock Ledgestone
Manitou Stone
or approved equal with a 4” light grey precast capstone

Materials and Construction

Modular Wall Units

- A. Wall units shall be units as produced by a licensed manufacturer.
- B. Wall units shall have minimum 28 day compressive strength of 3000 psi (20.7 MPa) in accordance with ASTM C1372. The concrete units shall have adequate freeze-thaw protection in accordance with ASTM C1372 or an average absorption rate of 7.5 lb/ft3 (120 kg/m3) for northern climates and 10 lb/ft3 (160 kg/m3) for southern climates.
- C. Exterior dimensions shall be uniform and consistent. Maximum dimensional deviations on the height of any two units shall be 0.125 in. (3 mm).
- D. Wall units shall provide a minimum of 110 lbs total weight per square foot of wall face area (555 kg/m2). Fill contained within the units may be considered 80% effective weight.

E. **All exterior wall face(s) shall be textured.** Color as specified by owner.

Wall Rock

- A. Material must be well-graded compactable aggregate, 0.25 in. to 1.5 in., (6 mm - 38 mm) with no more than 10% passing the #200 sieve. (ASTM D422)
- B. Material behind and within the blocks may be the same material.

Infill Soil

- A. Infill material shall be site excavated soils when approved by the on-site soils engineer unless otherwise specified in the drawings. Unsuitable soils for backfill (heavy clays or organic soils) shall not be used in the reinforced soil mass. Fine grained cohesive soils ($f < 31$) may be used in wall construction, but additional backfilling, compaction and water management efforts are required. Poorly graded sands, expansive clays and/or soils with a plasticity index (PI) > 20 or a liquid limit (LL) > 40 should not be used in wall construction.
- B. The infill soil used must be free of debris and consist of one of the following inorganic USCS soil types: GP, GW, SW, SP, SM, SM-SC meeting the following gradation as determined in accordance with ASTM D422.

Sieve Size	Percent Passing
4 inch	100 - 75
No. 4	100 - 20
No. 40	0 - 60
No. 200	0 - 35

- C. Where additional fill is required, contractor shall submit sample and specifications to the wall design engineer or the on-site soils engineer for approval and the approving engineer must certify that the soils proposed for use has properties meeting or exceeding original design standards.

Drainage Pipe

- A. The drainage pipe shall be perforated or slotted PVC pipe manufactured in accordance with ASTM D-3034 or corrugated HDPE pipe manufactured in accordance with ASTM D-1248.

Wall Construction

Excavation

- A. Contractor shall excavate to the lines and grades shown on the construction drawings. Contractor shall use caution not to over-excavate beyond the lines shown, or to disturb the base elevations beyond those shown.
- B. Contractor shall verify locations of existing structures and utilities prior to excavation. Contractor shall ensure all surrounding structures are protected from the effects of wall excavation.

Foundation Soil Preparation

- A. Foundation soil shall be defined as any soils located beneath a wall.

- B. Foundation soil shall be excavated as dimensioned on the plans and compacted to a minimum of 95% of Standard Proctor (ASTM D698) prior to placement of the base material.
- C. Foundation soil shall be examined by the on-site soils engineer to ensure that the actual foundation soil strength meets or exceeds assumed design strength. Soil not meeting the required strength shall be removed and replaced with acceptable material.

Base

- A. Base material shall be placed as shown on the construction drawing. Top of base shall be located to allow bottom wall units to be buried to proper depths as per wall heights and specifications.
- B. Base material shall be installed on undisturbed native soils or suitable replacement fills compacted to a minimum of 95% Standard Proctor (ASTM D698).
- C. Base shall be compacted at 95% Standard Proctor (ASTM D698) to provide a level hard surface on which to place the first course of blocks. The base shall be constructed to ensure proper wall embedment and the final elevation shown on the plans. Well-graded sand can be used to smooth the top 1/2 in. (13 mm) on the base material.
- D. Base material shall be a 4 in. (100 mm) minimum depth for walls under 4 ft (1.2 m) and a 6 in. (150 mm) minimum depth for walls over 4 ft (1.2 m).

Unit Installation

- A. The first course of wall units shall be placed on the prepared base with the finished face out and the front edges tight together. The units shall be checked for level and alignment as they are placed.
- B. Ensure that units are in full contact with base. Proper care shall be taken to develop straight lines and smooth curves on base course as per wall layout.
- C. Install drainage pipe behind and through wall as necessary to daylight or structure.
- D. Fill all cores and cavities and a minimum of 6 in. (150 mm), or as specified by the manufacturer, behind the base course with wall rock. Use approved soils to backfill behind the wall rock and in front of the base course to firmly lock in place. Check again for level and alignment. Use a plate compactor to consolidate the area behind the base course. All excess material shall be swept from top of units.
- E. Install next course of wall units on top of base row. Position blocks to be offset from seams of blocks below. Perfect "running bond" is not essential, but a 3 in. (75 mm) minimum offset is recommended. Check each block for proper alignment and level. Fill all cavities in and around wall units and to a minimum of 6 in. (150 mm), or as specified by manufacturer, depth behind block with wall rock. Spread backfill in uniform lifts not exceeding 8 in. (200 mm) in uncompacted thickness and compact to 95% of Standard Proctor (ASTM D698) behind the consolidation zone.
- F. The consolidation zone shall be defined as 3 ft (1 m) behind the wall. Compaction within the consolidation zone shall be accomplished by using a hand operated plate compactor and shall begin by running the plate compactor directly on the block and then compacting in parallel paths from the wall face until the entire consolidation zone has been compacted. A minimum of two passes of the plate compactor are required with maximum lifts of 8 in. (200 mm). Expansive or fine-grained soils may require additional compaction passes and/or specific compaction equipment such as a sheepsfoot roller. Maximum lifts of 4 inches (100 mm) may be required to achieve adequate compaction within the

consolidation zone. Employ methods using lightweight compaction equipment that will not disrupt the stability or batter of the wall. Final compaction requirements in the consolidation zone shall be established by the engineer of record.

- G. Install each subsequent course in like manner. Repeat procedure to the extent of wall height.
- H. The following recommended minimum tolerances can be achieved with good construction techniques:

Vertical Control - ± 1.25 in. (32 mm) max. over 10 ft (3 m) distance.

Horizontal Location Control - straight lines ± 1.25 in. (32 mm) over a 10 ft (3 m) distance.

Rotation - from established plan wall batter : 2.0°

Bulging - 1.0 in. (25 mm) over a 10 ft (3.0 m) distance

Additional Construction Notes: As Applicable

- A. When one wall branches into two terraced walls, it is important to note that the soil behind the lower wall is also the foundation soil beneath the upper wall. This soil shall be compacted to a minimum of 95% of Standard Proctor (ASTM D698) prior to placement of the base material. Achieving proper compaction in the soil beneath an upper terrace prevents settlement and deformation of the upper wall. One way is to replace the soil with wall rock and compact in 8 in. (200 mm) lifts. When using onsite soils, compact in maximum lifts of 4 in. (100 mm) or as required to achieve specified compaction.
- B. Filter fabric use is not suggested for use with cohesive soils. Clogging of such fabric creates unacceptable hydrostatic pressures in soil reinforced structures. When filtration is deemed necessary in cohesive soils, use a three dimensional filtration system of clean sand or filtration aggregate.
- C. Embankment protection fabric is used to stabilize rip rap and foundation soils in water applications and to separate infill materials from the retained soils. This fabric should permit the passage of fines to preclude clogging of the material. Embankment protection fabric shall be a high strength polypropylene monofilament material designed to meet or exceed typical Corps of Engineers plastic filter fabric specifications (CW-02215); stabilized against ultraviolet (UV) degradation and typically exceeding the values on Table 1 (see pg. 8 of Spec Book)
- D. Water management is of extreme concern during and after construction. Steps must be taken to ensure that drain pipes are properly installed and vented to daylight or a structure and grading has been completed that routes water away from the retaining wall location. Site water management is required both during construction of the wall and after completion of construction.
- E. Installation of the cap course, and any other partial placement of block in systematic arrangement of the last exposed course, shall be adhered in place with construction grade adhesive, as specified by the 'block' manufacturer and approved by the engineer.

Reference Standards:

ASTM C1372 Standard Specification for Segmental Retaining Wall Units.

ASTM 1262 Evaluating the Freeze thaw Durability of Manufactured CMU's and Related concrete Units

ASTM D698 Moisture Density Relationship for Soils, Standard Method

ASTM D422 Gradation of Soils

ASTM C140 Sample and Testing concrete Masonry Units

Delivery, Storage, and Handling

A. Contractor shall check the materials upon delivery to assure proper material has been received.

B. Contractor shall prevent excessive mud, wet cement, and like construction debris from coming in contact with the materials.

C. Contractor shall protect the materials from damage. Damaged material shall not be incorporated in the project (ASTM C1372).

Submittals

Modular Wall Block

1. Manufacturer’s product catalog sheets with specifications.
2. Four representative full-size samples of the type, thickness, color, and finish. Submit samples indicating the range of color expected in the finished installation.
3. Accepted samples become the standard of acceptance for the work of this Section.
4. Manufacturer’s written product specifications.

Mock-Ups

1. Install a 10 ft. wide x 3 ft. (nominal) tall wall section
2. Use this area to determine block placement, pattern, drainage, and elevation requirements.
3. This area will be used as the standard by which the work will be judged.
4. Subject to acceptance by owner, mock-up may be retained as part of finished work. **No work on the final construction of the retaining wall shall proceed until the wall section is approved by the Engineer.**
5. If mock-up is not retained, remove and properly dispose of mock-up.

Compensation

Method of Measurement: The unit of measurement for furnishing and fabricating the Segmental Block Retaining Wall shall be the vertical square feet of wall surface from the top of the leveling pad to the top of the wall or wall coping.

Basis of Payment: The accepted quantities of Segmental Block Retaining Wall will be paid at the contract unit price, which shall be full compensation for design, supply, and installation of the “Segmental Block Retaining Wall” including but not limited to furnishing all labor, materials, equipment and any other incidentals necessary or required to complete the work.

Payment will be made under:

Segmental Block Retaining Wall..... Square Feet

CONCRETE PAVING 4” CONCRETE SIDEWALK

General

The sidewalks and concrete paving as indicated on the plans shall be 4” Concrete as specified in Section 848 of the *Standard Specifications* and as shown on the plans.

Scoring patterns, groove joints, and expansion joints shall be as shown on plans or as directed by the Engineer, and as specified in Section 825-10 of the Standard Specifications.

Materials

Refer to Section 848-2 in the *Standard Specifications*.

Installation

Refer to Section 825 and Section 848 of the *Standard Specifications*.

Compensation

Method of Measurement: The quantity of sidewalk and concrete paving to be paid for will be the actual number of square yards measured along the surface which have been completed and accepted.

Basis of Payment: the quantity of sidewalk and concrete paving, measured as indicated above, will be paid for at the contract unit price per square yard for '4" Concrete Sidewalk'. Such prices and payments will be full compensation for all work as described herein including but not limited to furnishing, placing and finishing concrete and construction joints; tools, equipment, labor and any incidentals necessary to complete the work.

Payment will be made under:

4" Concrete Sidewalk.....Square Yards

CONCRETE PAVERS AND CONCRETE PAVER EDGING

General

The work covered by this special provision consist of removing and reinstalling concrete pavers and concrete paver edging as shown on the plans and details and as directed by the Engineer.

Materials

The concrete paver shall be a 4" x 8" x 2-3/8" Traditional Style, Prest Brick Paver, in a tan and charcoal blended color with a natural finish as manufactured by Hanover Architectural Products, as salvaged on site. Sand for bedding shall be concrete sand meeting ASTM C 33 (ref. 9). It shall be sharp, washed and free from foreign material. Masonry mortar sand or Limestone screenings will not be allowed.

Installation

The subgrade shall be adequately compacted before installing the concrete pavers. The concrete sand for setting bed shall be spread and screeded to a thickness of 1 inch. Do not use frozen or saturated sand for installation. The sand setting bed will not be used to compensate for irregularities in the compacted base. The concrete pavers shall be placed on the sand to match the existing pavers to remain. Straight lines shall be maintained using a chalk line or string line. Concrete pavers shall be placed into position by hand, keeping joints as tight as possible. As soon as a sufficiently large area of pavers has been laid, the pavers are to be compacted into the setting bed with a hand-guided plate vibrator, two passes shall be made. After compacting, sweep dry sand over the surface and into the joints and plate vibrate the pavers firmly into place. Do not

vibrate within 3 feet of an unrestrained edge. All work within 3 feet of the unrestrained edge shall be fully compacted with sand filled joints at the completion of each day's work. Cover the remaining uncompacted edge of the lying face and sand with a waterproof covering. After filling joints and compacting sweep off excess sand. Concrete pavers adjacent to rigid structures or along edges which have to be cut for fit shall be cut with a diamond blade masonry saw. There shall be no deviation in surface elevations greater than 3/8" tolerated.

Compensation

Method of Measurement: The quantity of Concrete Pavers and Concrete Paver Edging shall be the total amount reinstalled as shown on the plans which has been satisfactorily completed and accepted.

Basis of Payment: The quantity of concrete pavers, measured as provided for above, shall be paid for at the contract unit price Lump Sum for 'Concrete Pavers'. Such prices and payments will be full compensation for all work covered by this special provision including but not limited to; sub-grade compaction, sand setting bed, and resetting concrete pavers, and concrete paver edging as shown on plans, details, and as described herein; and all materials, labor, equipment and incidentals required to complete the work.

Payment will be made under:

Concrete Pavers and Concrete Paver Edging.....Lump Sum

SPLIT RAIL FENCE

General

The work covered by this special provision consist of removing, and re-installing in a new location, the split rail fence as shown on the plans and as directed by the Engineer. If the removed fence is insufficient in quantity or quality to complete the work as shown, new material matching the existing shall be provided and installed.

Materials

The split rail fence shall have two rails. Fence posts and rails shall be treated hardwood. They shall be free of major defects and chipped or splintered pieces which could cause injury to the pedestrian visitors. Post and rails shall be straight and true with no apparent crooks or bows. The materials may be salvaged from fence taken up on site within the construction areas.

Installation

Fence shall be erected as shown on the plans and according to manufacturer's recommended procedures. Post installation shall be direct burial and set plumb. Backfill around post shall be tamped firm and tight to hold post rigid. Rails shall be set straight and true to line and grade.

Compensation

Method of Measurement: The quantity of split rail fence will be the actual number of linear feet measured along the top rail which has been satisfactorily installed and accepted.

Basis of Payment: The quantity of split rail fence, measured as provided for above, will be paid for at the contract unit price per linear foot for ‘Split Rail Fence’. There will be no **separate payment for posts. Such prices and payments will be full compensation for furnishing and installing the split rail fence; including but not limited to all materials, labor, and equipment necessary to satisfactorily completing the work.**

Payment will be made under:

Split Rail Fence Relocated.....Linear Feet

Split Rail Fence New.....Linear Feet

RESET WOODEN WELCOME SIGN

General

The work covered by this special provision consist of carefully removing and storing the wooden Welcome to North Carolina sign during demolition and reinstalling them it at the new locations as shown on plans and described herein.

Care shall be taken during salvaging, storing, transport, and resetting to prevent chipping, cracking or scarring of the sign posts or sign surfaces. Contractor shall be responsible for resetting the sign in the same condition as it exist on the date of availability for the contract. Damage to the sign or the posts while being handled by the Contractor shall result in replacement of the damaged item with its equal with no additional compensation.

Resetting

The Contractor shall be required to reset the sign at the new location as shown on the plans or directed by the Engineer, in the same manner as it was originally installed.

Compensation

Salvaging, storing, transporting and resetting the sign as designated on plans and as directed by the Engineer will be paid for at the contract lump sum price for ‘Reset Wooden Welcome Sign’. Such price and payment will be full compensation for all work covered by this special provision including but not limited to furnishing all labor, materials and equipment necessary or required to complete the work.

Payment will be made under:

Reset Wooden Welcome Sign.....Lump Sum

PLANT BED PREPARATION

General

The work covered by this special provision consist of preparing the plant beds as indicated on the plans and as directed by the Engineer, for future planting within seasonal limitations. The intent is to maintain a neat and finished appearance of plant beds should the final planting be delayed due to seasonal or scheduling conflicts.

The Contractor shall prepare the plant beds during the appropriate stage of construction to avoid conflict with the installation and the erection of the segmental block retaining walls, concrete sidewalks, split rail fence as well as other construction processes. The Contractor shall follow the Plant Bed Treatment specifications as described in Section 1670-7(C) Herbicidal Treatment of the *Standard Specifications*.

The Contractor shall submit in writing to the Engineer his choice of post-emergence and pre-emergence herbicides along with the recommended rates for approval by the engineer.

A 4" layer of mulch shall be applied after bed preparation has been accomplished and accepted. Mulch shall be Pine Bark Fines. A sample shall be submitted for approval prior to any application.

Compensation

The plant bed preparation as described above shall be paid for as 'Herbicidal Treatment' and 'Mulch for Planting'. See Section 1670-17 of the *Standard Specifications* for Method of Measurement and Section 1670-18 of the *Standard Specifications* for Basis of Payment.

Payment will be made under:

Herbicidal Treatment for Plant Beds.....Square Yards
Mulch for Planting.....Cubic Yards

RE-PLACEMENT OF BOULDERS

General

The work covered by this special provision shall consist of replacing boulders moved for installation of new walls and plantings at the same general existing locations within plant beds during the appropriate stages of construction as directed by the Engineer in field.

The number of boulders shall be limited to five. They shall be between approximately 8 and 80 cubic feet in size. Care shall be taken during loading and placing of the boulders to prevent chipping, cracking or scarring of boulder surfaces.

Installation

The Boulders shall be placed at the direction of the Engineer in the field. Some minor excavation and backfill will be required in order to set the boulders and make them look natural.

Compensation

Placement of boulders as described herein and as directed by the Engineer will be paid for at the contract each price for 'Placement of Boulders'. Such price and payment will be full compensation for all work covered by this special provision including but not limited to furnishing all labor, equipment, and materials necessary to complete the work.

Payment will be made under:

Re-Placement of Boulders.....Each

RELOCATED POST TOP LIGHTS

This provision covers relocation of existing post top lights and poles.

General

Relocate existing post top lights as shown on the plans and as directed by the Engineer. Relocation will include, but not be limited to, dismantling the light and pole; removing the existing concrete foundation, storing items during construction, constructing a new concrete foundation for light pole with conduit, grounding rod and anchor bolts, extending underground conduit and providing new conductors, reinstallation of the light pole and fixture and reconnecting to electrical lighting circuit and/or new service.

Note: The site will remain open to the public during the majority of the project. The site lighting system must be maintained for the safety and security of the public. Electrical and/or phone lines damaged during construction must be repaired within 48 hours.

See *Standard Specifications* Section 1411 Electrical Junction Boxes.

Install electric service in 2" conduit to new location as shown on the details or as directed by the Engineer.

Service will be reconnected immediately after the area where they are to be relocated to is available and prepared.

Concrete foundation and anchors shall be the same as for existing lights to remain.

Compensation

Successfully relocated and accepted post top light and pole will be paid for at the contract unit price each for 'Relocated Post Top Light'.

2" Sleeves for underground electric (Schedule 40 PVC) will be paid for in linear feet successfully installed and accepted.

Electrical Junction Box 12" will be measured and paid for as described in *Standard Specifications* Section 1411-4.

Such price and payment will be full compensation for all work covered by this special provision; including but not limited to furnishing all labor, materials, equipment and any other incidentals necessary or required to complete the work and restore service.

Payment will be made under:

- Relocated Post Top Light and PoleEach
- 2" Sleeve for Underground Elec./ Phone Service (Sch 40 PVC)Linear Foot
- Electrical Junction Box 12 InchEach

RELOCATED PICNIC SHELTER

General

The work covered by this provision consists of removing and re-installing the existing Single Table Picnic shelter, Picnic Table and Benches as shown on the drawings and herein specified; including all labor, materials, services and incidentals required to complete the work.

Coordinate dismantling, removal and relocation of picnic shelter, picnic table and benches with the demolition and removal of the existing concrete base. It is the full intention of this specification to re-use the existing timber structure, and terrazzo table tops, and table benches (The Steel Table Frames will have to be new). If, through the removal, relocation or reconstruction process, any of the materials are damage or compromised the contractor shall provide an equal replacement, in kind, as approved by the engineer, defined in the detailed picnic shelter details and/or specification herein.

Prepare new site according to all specifications /drawings or as directed by the Engineer.

Site Preparation

After Single Shelter and table location and orientation is staked and approved by the Engineer, perform any necessary clearing and grubbing in accordance with Section 200 "Clearing and Grubbing" of the Standard Specifications. Grade area for the concrete pad level, with drainage swale cut on high side and fill on low side as shown on the details to achieve positive drainage around the pad.

Installation

Use Class "B" concrete in all footings and concrete pad. All concrete and all structural and reinforcing steel will comply with applicable portions of Section 825 'Incidental Concrete Construction – General'; Section 1070, 'Reinforcing Steel'; and Section 1072 'Structural Steel' of the *Standard Specifications*. (All Concrete and Reinforcing Steel shall be included as part of the work.)

Install fabricated steel 'H' anchor brackets in concrete to anchor shelter posts. Use ½ inch hot-dip galvanized steel thru bolts as required for connecting wood posts to steel brackets.

The shelter shall be removed from the existing concrete pad, by cutting the two posts square and nearly flush with the pad, and relocated in whole to the new concrete pad as shown on the plans, and secured to fabricated steel mounting brackets, properly positioned and imbedded. The salvaged table top and bench tops shall be re-installed on a new frame assembly as shown in the plans. The frame assembly shall be painted to match the others on site.

The Contractor shall follow and use as guide for this item of work - The Drawings and Specifications included in the Contract for the new Picnic Shelter / Single Picnic Table and any shpecific instructions from the Engineer on site for the Relocation / Installation of the Single Picnic Shelter as described herein.

Compensation

The work removing, transporting and reconstructing the single picnic shelter with table, benches and concrete pad, when completed and accepted, will be paid for at the contract unit price each for “ Relocated Picnic Shelter ”.

Such price will be full payment for each relocated Single Picnic Shelter with tables and concrete pad, including but not limited to, all labor, materials, concrete, steel, and any other incidentals necessary or required to complete the work. There will be no separate payment for the concrete pad, or steel frame assembly.

Payment will be made under:

Relocated Picnic ShelterEach

LANDSCAPE METAL EDGING

General

The work covered by this item will consist of furnishing and installing the metal landscape edging in locations shown on the plans or as directed by the engineer.

Materials and Installation

Landscape Metal edging construction will conform to Col-Met Commercial Grade Metal Edging or equivalent. Metal Edging will be 3/16" (4.8mm) hot rolled low carbon steel (ASTM-A-36, ASTM-A-283, ASTM-A-569) with a 6" width. Edging will include a minimum of 4 stakes per 10' length. Stakes will be 16" long. Color will be a black electrostatic powder coated finish resistant to cracking, chipping, corrosion and UVA damage.

Compensation

The work of installing landscape metal edging as approved by the Engineer, when completed and accepted, will be paid for at the unit price per linear foot for “Landscape Metal Edging”. Such price and payment will be full compensation for all work covered by this special provision; including but not limited to furnishing all labor, materials, and equipment and any other incidentals necessary or required to complete the work.

Payment will be made under:

Landscape Metal EdgingLinear Foot

NEW POST TOP LIGHTS ON CONCRETE FOUNDATIONS

General

New Post Top Lights with Concrete Foundations as shown on the plans and as directed by the Engineer. Installation will include, but not be limited to, furnishing the light, pole and constructing a new concrete foundation (*Standard Specification* - Section 1405.01) for mounting Light Pole. with subbed-up conduit and anchor bolts, installation of the light and pole base and connecting conductors in conduit to existing or new lighting circuit, new electrical source or as shown on the drawings or as directed by the Engineer.

Submit for approval new Fixture and Pole to match Existing Products as listed below:

***Existing Light Fixture:** 175 W M.F. Post Top Luminaire (outside area lighting): GE style PMA; Cast aluminum with canopy and designed for mounting on three inch O.D. metal lighting standard; Ballast to be auto-regulator Mercury type for use on 240 volt circuit; refractor to be polycarbonate plastic; heavy duty mogul type lamp socket, 175 watt deluxe white Mercury lamp ANSI Code H39-22KC/DX and I.E.S. type V light distribution. Luminaire color to be dark green gloss, similar to light standard. (GE Lighting Systems P17M series or equivalent)

***Existing Aluminum Pole:** 15' MH, (Hapco with Dupont Imron polyurethane enamel finish (Dark Green Gloss color No. 14064)); round tapered aluminum shaft (ASTM B-221 Alloy 6063-T-6) with cast aluminum transformer base. (Hapco RTA16B5AV-BV or equivalent)

Concrete foundation and anchors shall be the same as for existing lights to remain.

Payment will be made under:

New Post Top Light and Pole on Concrete FoundationEach
Electric Line - Install / RepairLinear Foot

DISADVANTAGED BUSINESS ENTERPRISE (DIVISIONS)

Description

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

Definitions

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

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

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

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

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

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

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

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

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

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

Forms and Websites Referenced in this Provision

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

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

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

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

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

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

<http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf>

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

<http://www.ncdot.gov/doh/preconstruct/ps/word/MISC2.doc>

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

http://www.ncdot.gov/business/ocs/goodfaith/excel/Ex_Subcontractor_Quote_Comparison.xls

DBE Goal

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

Disadvantaged Business Enterprises **0.0%**

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

Directory of Transportation Firms (Directory)

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

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

Listing of DBE Subcontractors

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

time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

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

(A) *If the DBE goal is more than zero,*

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

(B) *If the DBE goal is zero,* bidders, at the time the bid proposal is submitted, shall enter the word "None"; or the number "0"; or if there is participation, add the value on the *Listing of DBE Subcontractors* contained elsewhere in the contract documents.

DBE Prime Contractor

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

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

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

Written Documentation – Letter of Intent

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

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

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

Submission of Good Faith Effort

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

One complete set and three copies of this information shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

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

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

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- (C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D)
 - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations

(for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

- (F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within 7 days from the bid opening NCDOT's Business Development Manager in the Business Opportunity and Work Force Development Unit to give notification of the bidder's inability to get DBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the DBE goal.

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

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

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

Non-Good Faith Appeal

The Engineer will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written

notification to the Engineer. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

Counting DBE Participation Toward Meeting DBE Goal

(A) Participation

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

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

(E) Suppliers

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

(F) **Manufacturers and Regular Dealers**

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

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

Commercially Useful Function

(A) **DBE Utilization**

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

(B) **DBE Utilization in Trucking**

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

- (1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.

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

DBE Replacement

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

All requests for replacement of a committed DBE firm shall be submitted to the Engineer for approval on Form RF-1 (*DBE Replacement Request*). If the Contractor fails to follow this

procedure, the Contractor may be disqualified from further bidding for a period of up to 6 months.

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

(A) Performance Related Replacement

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

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

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

(B) Decertification Replacement

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

work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

Changes in the Work

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

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

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

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

Reports and Documentation

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

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

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

Reporting Disadvantaged Business Enterprise Participation

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

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

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

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

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

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

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

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

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2012 Standard Specifications* may be cause to disqualify the Contractor.

ERRATA

Revise the *2012 Standard Specifications* as follows:

Division 2

Page 2-7, line 31, Article 215-2 Construction Methods, replace "Article 107-26" with "Article 107-25".

Page 2-17, Article 226-3, Measurement and Payment, line 2, delete "pipe culverts,".

Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows: **Line 1**, replace "(4) Buffer Zone" with "(c) Buffer Zone"; **Line 12**, replace "(5) Evaluation for Potential Wetlands and Endangered Species" with "(d) Evaluation for Potential Wetlands and Endangered Species"; and **Line 33**, replace "(6) Approval" with "(4) Approval".

Division 4

Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping, replace “sheet pile” with “reinforcement”.

Division 6

Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments, replace “30” with “45”.

Page 6-10, line 42, Subarticle 609-6(C)(2), replace “Subarticle 609-6(E)” with “Subarticle 609-6(D)”.

Page 6-11, Table 609-1 Control Limits, replace “Max. Spec. Limit” for the Target Source of $P_{0.075}/P_{be}$ Ratio with “1.0”.

Page 6-40, Article 650-2 Materials, replace “Subarticle 1012-1(F)” with “Subarticle 1012-1(E)”

Division 10

Page 10-74, Table 1056-1 Geotextile Requirements, replace “50%” for the UV Stability (Retained Strength) of Type 5 geotextiles with “70%”.

Division 12

Page 12-7, Table 1205-3, add “FOR THERMOPLASTIC” to the end of the title.

Page 12-8, Subarticle 1205-5(B), line 13, replace “Table 1205-2” with “Table 1205-4”.

Page 12-8, Table 1205-4 and 1205-5, replace “THERMOPLASTIC” in the title of these tables with “POLYUREA”.

Page 12-9, Subarticle 1205-6(B), line 21, replace “Table 1205-4” with “Table 1205-6”.

Page 12-11, Subarticle 1205-8(C), line 25, replace “Table 1205-5” with “Table 1205-7”.

Division 15

Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following: $W = LD\sqrt{P} + 148,000$

Page 15-6, Subarticle 1510-3(B), line 32, delete “may be performed concurrently or” and replace with “shall be performed”.

Page 15-17, Subarticle 1540-3(E), line 27, delete “Type 1”.

Division 17

Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center, delete this subarticle.

Revise the 2012 Roadway Standard Drawings as follows:

1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation, replace “1633.01” with “1631.01”.

Federal Special Provisions

AWARD OF CONTRACT

Z-6

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

MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS

Z-7

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

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

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

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

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

**EMPLOYMENT GOALS FOR MINORITY
AND FEMALE PARTICIPATION**

Economic Areas

Area 023 29.7%

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

Area 024 31.7%

Beaufort County
Carteret County
Craven County
Dare County
Edgecombe County
Green County
Halifax County
Hyde County
Jones County
Lenoir County
Martin County
Nash County
Northampton County
Pamlico County
Pitt County
Tyrrell County
Washington County
Wayne County
Wilson County

Area 025 23.5%

Columbus County
Duplin County
Onslow County
Pender County

Area 026 33.5%

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

Area 027 24.7%

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

Area 028 15.5%

Alleghany County
Ashe County
Caswell County
Davie County
Montgomery County
Moore County
Rockingham County
Surry County
Watauga County
Wilkes County

Area 029 15.7%

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

Area 0480 8.5%

Buncombe County
Madison County

Area 030 6.3%

Avery County
Cherokee County
Clay County
Graham County
Haywood County
Henderson County
Jackson County
McDowell County
Macon County
Mitchell County
Swain County
Transylvania County
Yancey County

SMSA Areas

Area 5720 26.6%

Currituck County

Area 9200 20.7%

Brunswick County

New Hanover County

Area 2560 24.2%

Cumberland County

Area 6640 22.8%

Durham County

Orange County

Wake County

Area 1300 16.2%

Alamance County

Area 3120 16.4%

Davidson County

Forsyth County

Guilford County

Randolph County

Stokes County

Yadkin County

Area 1520 18.3%

Gaston County

Mecklenburg County

Union County

Goals for Female

Participation in Each Trade

(Statewide) 6.9%

SUBMISSION OF RECORDS - FEDERAL-AID PROJECTS

(7-17-07) (8-21-12)

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 - Davis Bacon and Related Act Provisions are exempt from this contract.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

FHWA - 1273 Electronic Version - May 1, 2012

Z-8

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 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 contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
 - b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer;

- recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
 3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
 4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
 - c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
 5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, 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 its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.
 6. **Training and Promotion:**
 - a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
 - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
 - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
 7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
 - a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
 - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women.

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

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
 - a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
 - b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
10. **Assurance Required by 49 CFR 26.13(b):**
 - a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
 - b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
 - a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
 - b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

- a. All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics 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 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) 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.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The

- contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer 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. The Wage and Hour 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.
 - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, 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.
2. **Withholding.** The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withheld from the contractor 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, so 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 contracting agency 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.
 3. **Payrolls and basic records**
 - a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.
 - (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each 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 Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) 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 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
4. **Apprentices and trainees**
- a. Apprentices (programs of the USDOL). 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 U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
- The allowable ratio of apprentices to journeymen 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 worker 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 on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under 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 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's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
- 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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- b. Trainees (programs of the USDOL). 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 U.S. Department of Labor, Employment and Training Administration.
- The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.
- Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman 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 wage rate on the wage determination which provides for less than full fringe benefits for apprentices. 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.
- In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. 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.
5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. **Contract termination:** debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys 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 (2.) of this section.
4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
 - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
 - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
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. 3704).

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered

transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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

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

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

- 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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- 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 Participants:

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 participating in covered transactions 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.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 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 its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

MINIMUM WAGES GENERAL DECISION NC120097 01/16/2012 NC97

Z-97

Date: January 6, 2012

General Decision Number: NC120097 01/06/2012 NC97

Superseded General Decision Numbers: NC20100134

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Alleghany	Jackson	Surry
Ashe	Macon	Swain
Avery	McDowell	Transylvania
Cherokee	Mitchell	Watauga
Clay	Polk	Wilkes
Graham	Rutherford	Yancey

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

Modification Number
0

Publication Date
01/06/12

SUNC2011-078 09/16/2011

	Rates	Fringes
CARPENTER (Form Work Only)	13.29	
CEMENT MASON/CONCRETE FINISHER		
Cherokee County	13.95	
Remaining Counties	13.82	
IRONWORKER (Reinforcing)	13.81	
LABORER		
Asphalt, Asphalt Distributor, Raker, and Spreader	13.07	
Common or General		
Cherokee County	10.59	
Jackson County	10.36	
McDowell County	10.83	
Mitchell and Yancey Counties	11.17	
Remaining Counties	11.01	
Swain County	11.24	
Concrete Saw	11.61	
Landscape	9.57	
Luteman	12.24	
Mason Tender (Cement/Concrete)	10.53	
Pipelayer	9.00	
Traffic Control (Flagger)	10.31	
POWER EQUIPMENT OPERATORS		
Backhoe/Excavator/Trackhoe	14.75	

	Rates	Fringes
Broom/Sweeper	12.29	
Bulldozer	14.37	
Crane	16.75	
Grader/Blade	15.98	
Loader	14.21	
Mechanic	14.00	
Milling Machine	14.43	
Oiler	11.50	
Paver	12.00	
Roller		
Alleghany and Cherokee Counties	12.91	
Remaining Counties	13.39	
Scraper	12.29	
Screed	15.82	
Tractor	13.60	
TRUCK DRIVER		
Dump Truck	12.52	
Lowboy Truck	15.71	
Single Axle Truck	11.83	
Water Truck	13.82	

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)).

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date,

5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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

CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE

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.

County : Surry

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	2591000000-E	848	4" CONCRETE SIDEWALK	635	SY	
0002	5240000000-N	1411	ELECTRICAL JUNCTION BOXES ***** (Electrical Junction Box - 12")	5	EA	
0003	5265000000-E	SP	GENERIC LIGHTING ITEM (2" PVC Conduit for Post Top L ights)	100	LF	
0004	5265000000-E	SP	GENERIC LIGHTING ITEM (Electric Line - Install / Rep air)	100	LF	
0005	5270000000-N	SP	GENERIC LIGHTING ITEM (New Post Top Light)	3	EA	
0006	5270000000-N	SP	GENERIC LIGHTING ITEM (Relocate Post Top Light)	2	EA	
0007	6131000000-E	1670	GENERIC EROSION CONTROL ITEM (Repair Seeding and Mulching)	0.5	ACR	
0008	6640000000-N	1670	GENERIC PLANTING ITEM (Abelia grandiflora 'Kaleidosc ope') (Kaleidoscope Abelia)	18	EA	
0009	6640000000-N	1670	GENERIC PLANTING ITEM (Abelia grandiflora 'Little Ri chard') (Little Richard Abelia)	11	EA	
0010	6640000000-N	1670	GENERIC PLANTING ITEM (Athyrium nipponicum 'Pictum') (Japanese Painted Fern)	23	EA	
0011	6640000000-N	1670	GENERIC PLANTING ITEM (Azalea x 'Conlea' PP#10438) (Autumn Rouge Encore Azalea)	10	EA	
0012	6640000000-N	1670	GENERIC PLANTING ITEM (Azalea x 'Roblem' PP#15043) (Autumn Starlight Encore Azal ea)	12	EA	
0013	6640000000-N	1670	GENERIC PLANTING ITEM (Buddlea davidii 'Purple Haze') (Purple Haze Butterfly Bush)	3	EA	

County : Surry

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0014	6640000000-N	1670	GENERIC PLANTING ITEM (Cornus florida) (Flowering Dogwood)	8 EA		
0015	6640000000-N	1670	GENERIC PLANTING ITEM (Echinacea purpurea) (Purple Coneflower)	11 EA		
0016	6640000000-N	1670	GENERIC PLANTING ITEM (Fothergilla gardenii) (Dwarf Fothergill)	15 EA		
0017	6640000000-N	1670	GENERIC PLANTING ITEM (Gardenia 'Kleim's Hardy') (Kleim's Hardy Gardenia)	2 EA		
0018	6640000000-N	1670	GENERIC PLANTING ITEM (Helleborus niger) (Christmas Rose)	28 EA		
0019	6640000000-N	1670	GENERIC PLANTING ITEM (Hemerocallis 'Buttered Popcorn') (Buttered Popcorn Daylily)	2,125 EA		
0020	6640000000-N	1670	GENERIC PLANTING ITEM (Hosta 'Blue Umbrella') (Blue Umbrella Hosta)	23 EA		
0021	6640000000-N	1670	GENERIC PLANTING ITEM (Ilex glabra 'Shamrock') (Shamrock Inkberry Holly)	4 EA		
0022	6640000000-N	1670	GENERIC PLANTING ITEM (Ilex verticillata 'Jim Dandy') (Jim Dandy Holly)	1 EA		
0023	6640000000-N	1670	GENERIC PLANTING ITEM (Ilex verticillata 'Red Sprite') (Red Sprite Deciduous Holly)	8 EA		
0024	6640000000-N	1670	GENERIC PLANTING ITEM (Itea virginiana 'Henry's Garnet') (Henry's Garnet Virginia Sweet spire)	3 EA		
0025	6640000000-N	1670	GENERIC PLANTING ITEM (Juniperus virginiana 'Grey Owl') (Grey Owl Juniper)	7 EA		

County : Surry

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0026	6640000000-N	1670	GENERIC PLANTING ITEM (Lantana c 'Chapel Hill') (Chapel Hill Lantana)	25 EA		
0027	6640000000-N	1670	GENERIC PLANTING ITEM (Liriope muscari 'Big Blue') (Big Blue Lirope)	258 EA		
0028	6640000000-N	1670	GENERIC PLANTING ITEM (Liriope spicata) (Creeping Lily Turf)	1,100 EA		
0029	6640000000-N	1670	GENERIC PLANTING ITEM (Muhlenbergia capillaris) (Pink Muhly Grass)	14 EA		
0030	6640000000-N	1670	GENERIC PLANTING ITEM (Panicum virgatum 'Heavy Metal) (Heavy Metal Switchgrass)	16 EA		
0031	6640000000-N	1670	GENERIC PLANTING ITEM (Raphiolepis umbellata) (Minor Yedda Hawthorne)	7 EA		
0032	6640000000-N	1670	GENERIC PLANTING ITEM (Rosa radrazz) (Red Knockout Rose)	14 EA		
0033	6640000000-N	1670	GENERIC PLANTING ITEM (Rudbeckia fulgida 'Goldstrum') (Brown-eyed Susan)	14 EA		
0034	6640000000-N	1670	GENERIC PLANTING ITEM (Sporobolis heterolepsis) (Prairie Dropseed)	15 EA		
0035	6645000000-N	SP	GENERIC PLANTING ITEM (Relocate Picnic Shelter)	1 EA		
0036	6645000000-N	SP	GENERIC PLANTING ITEM (Re-Placement of Boulders)	5 EA		
0037	6645000000-N	SP	GENERIC PLANTING ITEM (Selective Tree Removal)	4 EA		
0038	6650000000-E	1670	MULCH FOR PLANTING	115 CY		
0039	6655000000-E	1670	WATER FOR PLANTING	38 M/G		

County : Surry

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0040	6670000000-E	1670	PREEMERGENT HERBICIDAL TREATMENT FOR PLANT BEDS	100 SY		
0041	6674000000-N	SP	GENERIC PLANTING ITEM (LS) (Concrete Pavers and Edging)	Lump Sum	L.S.	
0042	6674000000-N	SP	GENERIC PLANTING ITEM (LS) (Demolition)	Lump Sum	L.S.	
0043	6674000000-N	SP	GENERIC PLANTING ITEM (LS) (Landscape Grading)	Lump Sum	L.S.	
0044	6674000000-N	SP	GENERIC PLANTING ITEM (LS) (Reset Wooden Welcome Sign)	Lump Sum	L.S.	
0045	6676000000-E	SP	GENERIC PLANTING ITEM (Segmental Block Retaining Wall)	1,967 SF		
0046	6690000000-E	SP	GENERIC PLANTING ITEM (Landscape Metal Edging)	588 LF		
0047	6690000000-E	SP	GENERIC PLANTING ITEM (Split Rail Fence New)	50 LF		
0048	6690000000-E	SP	GENERIC PLANTING ITEM (Split Rail Fence Relocated)	150 LF		
0049	6690000000-E	SP	GENERIC PLANTING ITEM (Tree Preservation/Protection Fence)	1,000 LF		
0050	6900000000-E	SP	TOPSOIL	50 CY		

1426/Oct11/Q8692.5/D32125400000/E50

Total Amount Of Bid For Entire Project :

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

CORPORATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full name of Corporation

Address as Prequalified

Attest _____
Secretary/Assistant Secretary
Select appropriate title

By _____
President/Vice President/Assistant Vice President
Select appropriate title

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

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

Signature of Notary Public

NOTARY SEAL

of _____ County.

State of _____

My Commission Expires: _____

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

PARTNERSHIP

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Partnership

Address as Prequalified

Signature of Witness

By _____
Signature of Partner

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

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

Signature of Notary Public

NOTARY SEAL

of _____ County.

State of _____

My Commission Expires: _____

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

LIMITED LIABILITY COMPANY

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

_____ Full Name of Firm

_____ Address as Prequalified

_____ Signature of Manager _____

Signature of Witness

Individually

_____ Print or type Signer's name

_____ Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____, 20_____.

_____ Signature of Notary Public

NOTARY SEAL

of _____ County.

State of _____

My Commission Expires: _____

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal and

(3) _____
Name of Contractor

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal and

(4) _____
Name of Contractor (for 3 Joint Venture only)

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal

NOTARY SEAL

Affidavit must be notarized for Line (2)
Subscribed and sworn to before me this the _____ day of _____, 20_____.

Signature of Notary Public

of _____ County.

State of _____

My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (3)
Subscribed and sworn to before me this the _____ day of _____, 20_____.

Signature of Notary Public

of _____ County.

State of _____

My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (4)
Subscribed and sworn to before me this the _____ day of _____, 20_____.

Signature of Notary Public

of _____ County.

State of _____

My Commission Expires: _____

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor

Individual Name

Trading and doing business as

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____, 20_____.

Signature of Notary Public

NOTARY SEAL

of _____ County.

State of _____

My Commission Expires: _____

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Print or type Individual Name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
_____ day of _____, 20_____.

Signature of Notary Public

NOTARY SEAL

of _____ County.

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

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

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b.** Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d.** Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e.** Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.

Contract No: DK00079

County: Surry

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

Contract Officer

Date

LISTING OF DBE SUBCONTRACTORS

FIRM NAME AND ADDRESS	MBE OR WBE	ITEM NO.	ITEM DESCRIPTION	*AGREED UPON UNIT PRICE	**DOLLAR VOL. OF SUBLET ITEM	Sheet _____ of _____		

* THE DOLLAR VOLUME SHOWN IN THIS COLUMN SHALL BE THE ACTUAL PRICE AGREED UPON BY THE PRIME CONTRACTOR AND THE DBE SUB-CONTRACTOR. THESE PRICES WILL BE USED TO DETERMINE THE PERCENTAGE OF DBE PARTICIPATION IN THE CONTRACT.

**DOLLAR VOLUME OF DBE SUBCONTRACTOR _____
 DBE PERCENTAGE OF TOTAL CONTRACT BID PRICE _____

** Must have entry even if figure to be entered is zero.

This form must be completed in order for the Bid to be considered responsive.
 Bidders with no DBE participation must so indicate this on the form by entering the word or number *zero*.