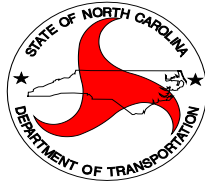


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 12 DISTRICT 1

CONTRACT PROPOSAL

WBS ELEMENT NUMBER: 45361.3.1

BRIDGE: #MP SFC 16.3 COUNTY: Gaston

DESCRIPTION: Bridge Painting and Structural Steel Repair

BID OPENING: 10:00 a.m. on Tuesday, February 25, 2014 at the Division Office located at 1710 E. Marion Street in Shelby, N.C.

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.

NAME OF BIDDER _____ N.C. CONTRACTOR'S LICENSE NUMBER _____

ADDRESS OF BIDDER _____

***** DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL *****

RETURN BIDS TO:

R.D. Chandler, P.E.,
Acting Division Engineer
P.O. Box 47
Shelby, NC. 28151
(704) 480-9020

5% Bid Bond Required

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. 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. **This includes proposals downloaded from the Division 12 Website.**
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.
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. Federal Identification Number (or Social Security Number of Individual)
 - e. 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 LOCATED AT 1710 E. MARION STREET IN SHELBY, N.C. 28152 BY 10:00 a.m. ON TUESDAY, FEBRUARY 25, 2014.**
12. The sealed bid **must** display the following statement on the front of the sealed envelope:

**QUOTATION FOR WBS ELEMENT: 45361.3.1
DESCRIPTION: Bridge Painting and Structural Steel Repair
For Bridge #MP SFC 16.3 in Gaston County.
TO BE OPENED : 10:00 a.m. on Feb. 25, 2014 at the Division Office in Shelby**

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

**MR. R.D. CHANDLER, P.E.
ACTING DIVISION ENGINEER
P.O. Box 47
Shelby, NC 28151**

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 (excluding 102-2 and 102-11) of the Standard Specifications for Roads and Structures 2012. 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.

CONTENTS

PROJECT PROVISIONS.....	4
GENERAL.....	4
CONTRACT TIME AND LIQUIDATED DAMAGES:	4
INTERMEDIATE CONTRACT TIME NUMBER AND LIQUIDATED DAMAGES	4
PRE-BID CONFERENCE.....	5
NCDOT STANDARD NOTES (Federal Aid)	6
NO MAJOR CONTRACT ITEMS:.....	8
NO SPECIALTY ITEMS:	8
SCHEDULE OF ESTIMATED COMPLETION PROGRESS:.....	8
DISADVANTAGED BUSINESS ENTERPRISE (DIVISIONS):.....	8
CERTIFICATION FOR FEDERAL-AID CONTRACTS:	21
CONTRACTOR'S LICENSE REQUIREMENTS:	22
U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:	22
SUBSURFACE INFORMATION:.....	22
LOCATING EXISTING UNDERGROUND UTILITIES:	22
RESOURCE CONSERVATION:	23
DOMESTIC STEEL:	23
MATERIALS:.....	24
TWELVE MONTH GUARANTEE:.....	33
GIFTS FROM VENDORS AND CONTRACTORS:	34
EMPLOYMENT:.....	35
STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:.....	35
EXECUTION OF SIGNATURE SHEETS AND DEBARMENT CERTIFICATION	35
WORKMEN'S COMPENSATION INSURANCE.....	36
EXTENSION OF CONTRACT TIME.....	36
CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME.....	37
BANKRUPTCY	37
SUBLETTING OF CONTRACT	37
DEFAULT OF CONTRACT.....	37
PARTIAL PAYMENT	37
RETAINAGE AND PROMPT PAYMENT.....	38
MANDATORY SUBCONTRACTOR INFORMATION.....	38
PROSECUTION AND PROGRESS	39
PROJECT SPECIAL PROVISIONS	40
SCOPE OF WORK.....	40
CONTACTS:	40
PREQUALIFICATION OF STRUCTURAL STEEL SUB-CONTRACTOR.....	41
DESCRIPTION OF BRIDGE	41
PROTECTION OF RAILROAD INTEREST:.....	41
AUTHORITY OF RAILROAD ENGINEER AND DEPARTMENT ENGINEER.....	42

SAFETY GUIDELINES FOR PERSONNEL WORKING ON COMPANY CORRIDOR	42
GUIDELINES FOR EQUIPMENT WORKING ON COMPANY'S CORRIDOR.....	44
FAILURE TO COMPLY WITH SAFETY REQUIREMENTS	46
FEDERAL RAILROAD ADMINISTRATION (FRA) SAFETY REQUIREMENTS.....	47
RAILROAD INSURANCE: SPECIAL PROVISIONS FOR PROTECTION OF	47
RAILWAY INTEREST	47
FAILURE TO COMPLY	50
PAYMENT FOR COST OF COMPLIANCE	50
RAILROAD SITE DATA	51
NOTICE OF STARTING WORK.....	51
INTERFERENCE WITH RAILROAD OPERATIONS	52
TRACK CLEARANCES.....	52
CONSTRUCTION PROCEDURES.....	53
DAMAGES.....	56
CONTRACTOR FURNISHED TWO WAY RADIOS	56
FLAGGING SERVICES	57
HAUL ACROSS RAILROAD	59
WORK FOR THE BENEFIT OF THE CONTRACTOR	60
COOPERATION AND DELAYS	60
TRAINMAN'S WALKWAYS.....	61
UNDER STRUCTURE WORK PLATFORM.....	61
SUBMITTAL OF WORKING DRAWINGS (SPECIAL).....	62
CRANE SAFETY	63
PACK RUST REMOVAL.....	64
QUALITY CONTROL INSPECTOR	65
QUALITY ASSURANCE INSPECTOR	65
STRUCTURAL STEEL REPAIR	66
RIVET REMOVAL AND REPLACEMENT WITH BOLTS (SPECIAL).....	67
PAINTING EXISTING STRUCTURE.....	68
CLEANING, LUBRICATING, AND PAINTING EXISTING BEARINGS	82
DOCUMENTATION OF BEARING REPAIR	83
STANDARD SPECIAL PROVISION.....	84
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS	84
ERRATA.....	84
AWARD OF CONTRACT.....	86
MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS	86
REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS	88
ON-THE-JOB TRAINING.....	97
MINIMUM WAGES	100
GENERAL DECISION NC140090 01/03/2014 NC90.....	100
DBE LISTING	
DBE-IS FORM	
NON-COLLUSION AFFADAVIT	
LETTER OF INTENT	

**BID FORM
BID BOND**

PLANS

Division Contract

PROJECT PROVISIONS

GENERAL

This contract is for removing existing paint, painting existing structure, structural steel repair, rivet removal and replacement with bolt, pack rust removal, cleaning, lubricating and painting bearings, and all incidental items necessary to complete the project as specified and shown on the plans for bridge #MP SFC 16.3 in Gaston County, North Carolina. The work shall include furnishing all labor, materials, supervision, and equipment for the bridge repair.

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 2012*, the *North Carolina Department of Transportation Roadway Standards Drawings 2012*, and the current edition of the *Manual of Uniform Traffic Control Devices (MUTCD)*.

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

CONTRACT TIME AND LIQUIDATED DAMAGES:

(7-1-95) (Rev. 12-18-07)

108

SP1 G10 A

The date of availability for this contract is **March 23, 2014**.

The completion date for this contract is **December 19, 2014**.

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

The liquidated damages for this contract are **Three Hundred Dollars (\$300)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER AND LIQUIDATED DAMAGES

(2-20-07)

SP1 G14 B

The Contractor shall not narrow or close a lane of traffic, detain and /or alter the traffic flow on or 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 8:00 a.m. December 31st and 8:00 p.m. January 2nd. If New Year's Day is on Saturday or Sunday, then until 8:00 p.m. the following Tuesday.
3. For **Easter**, between the hours of 8:00 a.m. Thursday and 8:00 p.m. Monday.
4. For **Memorial Day**, between the hours of 8:00 a.m. Friday and 8:00 p.m. Tuesday.
5. For **Independence Day**, between the hours of 8:00 a.m. the day before Independence Day and 8:00 p.m. the day after Independence Day. If Independence Day is on a Saturday or Sunday, then between the hours of 8:00 a.m. the Thursday before Independence Day and 8:00 p.m. the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of 8:00 a.m. Friday and 8:00 p.m. Tuesday.
7. For **Thanksgiving Day**, between the hours of 8:00 a.m. Tuesday and 8:00 p.m. Monday.
8. For **Christmas**, between the hours of 8:00 a.m. the Friday **before the week of Christmas Day** and 8:00 p.m. the following Monday **after the week of Christmas Day**.

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

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

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

The liquidated damages are **Three Hundred Dollars (\$300.00)** per hour.

PRE-BID CONFERENCE

All prospective bidders shall attend a Mandatory Pre-Bid Conference to be held at the location shown below. This Conference will be conducted by Department Personnel for the

purpose of providing additional information about the scope of the project and to give bidders the opportunity to any questions they may have.

Prospective Bidders shall meet with representatives from the Department at the Gaston County Visitors Center located at 620 N. Main St. in Belmont, N.C. on Wednesday, February 12, 2014 at 1:00 p.m. for a Mandatory Pre-Bid Conference.

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.

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:

1. The individual attending the Mandatory Pre-Bid Conference is a full time employee of the company being represented and has **administrative/supervisory** authority over the work to be performed under this contract.
2. The individual signs his/her name and company title on the official roster.
3. The individual writes in the name and address of the company he or she represents.
4. Only one company is shown as being represented by the individual attending.
5. The individual shall sign out when the conference is over.

NCDOT STANDARD NOTES (Federal Aid)

- A. *NCDOT Standard Specifications* – The 2012 North Carolina Department of Transportation Standard Specifications for Roads and Structures, herein referred to as the ‘Standard Specifications’, and the 2012 Roadway Standard Drawings, shall apply to all portions of this project except as may be modified by this document.
- B. *Bidder Prequalification* - Bidders are required to be prequalified with NCDOT for their specific discipline. Contractors wishing to become prequalified may obtain information through the NCDOT website at:
<https://connect.ncdot.gov/business/Pages/default.aspx>
- C. *Disadvantaged Business Enterprise References* - Since this is a Federal-aid project with DBE participation, only those requirements and goals set forth by NCDOT Goal Setting Committee are applicable. References to any other requirements or to N.C. General Statute 143-128.2 shall not apply to this project. Refer to Special Provision SP1 G63.
- D. *Award of Contract* - The contract will be awarded to the lowest responsible, responsive bidder. Alternate items will not be considered in determining the low bidder and will only be evaluated after the award of the contract is made.
- E. *Contractor Licensing* – On all Federal-aid contracts, non-licensed contractors are permitted to submit bids, however they must be licensed prior to performing any work. Bidders are permitted 60 days, after bid opening, to become licensed by the North

Carolina Licensing Board. If they fail to do so within 60 days, their bid will be considered non-responsive and will be rejected. If the successful bidder does not hold the proper license to perform any plumbing, heating, air conditioning, or electrical work in this contract, he will be required to sublet such work to a contractor properly licensed in accordance with *Article 2 of Chapter 87 of the General Statutes* (licensing of heating, plumbing, and air conditioning contractors) and *Article 4 of Chapter 87 of the General Statutes* (licensing of electrical contractors).

- F. Bonds - Please note that all Bid Bonds, Payment Bonds, and Performance Bonds required for this project, shall be those found on the NCDOT website. The bonds are located at:

Bid Bonds (M-5):

<https://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/04%20Bid%20Bonds.doc>

Payment Bonds (M-6):

<https://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/05%20Payment%20Bonds.doc>

Performance Bonds (M-7):

<https://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/06%20Performance%20Bonds.doc>

- G. Liability Insurance – In addition to any insurance requirements as may be required by the LGA, the Contractor is obligated to comply with Article 107-15 of the *Standard Specifications* including the dollar limits set forth.
- H. Buy America – This project shall be governed by the Buy America requirements, for the use of domestic steel and iron products, as outlined in the *Standard Specifications* and Special Provision SP1 G120.
- I. Proprietary Items - When a proprietary (brand name) product, whether material, equipment or procedure, are specified in the plans or specifications, they are used only to denote the style, type, character, and quality desired of the product. They do not restrict the bidder from proposing other brands, makes, or manufacturers, which are determined to be of equal quality. The approval, or disapproval of those products, will be made by the Engineer prior to allowing those product(s) or material(s) to be incorporated into the work.
- J. Retainage by LGAs – The LGA for this contract will not retain any amount or percentage from progress payments or final estimates due the contractor.
- Retainage by Contractors – Contractors are NOT permitted to retain any amount or percentage from monies due their subcontractors or material suppliers on federally funded projects except as permitted by Subarticle 109-4(B) of the *Standard Specifications*.
- K. Traffic Control –The requirements of the *Manual on Uniform Traffic Control Devices (MUTCD)* – FHWA, as amended by the *NCDOT Supplement to MUTCD*, shall apply. Traffic Control, both vehicular and pedestrian, shall be maintained throughout the

project as required by these specifications as modified by the project plans or special provisions.

NO MAJOR CONTRACT ITEMS:

(2-19-02) (Rev. 8-21-07)

104

SP1 G31

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

NO SPECIALTY ITEMS:

None of the items included in this contract will be specialty items (See Article 108-6 of the *Standard Specifications*).

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08) (Rev. 5-21-13)

108-2

SP1 G58

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

	<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2014	(7/01/13 - 6/30/14)	[30]% of Total Amount Bid
2015	(7/01/14 - 6/30/15)	[70]% of Total Amount Bid
2016	(7/01/15- 6/30/16)	[0]% of Total Amount Bid
2017	(7/01/16 - 6/30/17)	[0]% of Total Amount Bid
2018	(7/01/17 - 6/30/18)	[0]% of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2012 Standard Specifications*. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

DISADVANTAGED BUSINESS ENTERPRISE (DIVISIONS):

(10-16-07)(Rev.12-17-13)

102-15(J)

SP1 G62

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.
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf>

SAF Subcontract Approval Form - Form required for approval to sublet the contract.
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip>

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

Letter of Intent - Form signed by the Contractor and the DBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed DBE for the amount listed at the time of bid.
<http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf>

Listing of DBE Subcontractors Form - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only.
[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20\(Federal\).doc](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20(Federal).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://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls>

DBE Goal

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

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

- (A) *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. **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.

- (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, entries on the Listing of DBE Subcontractors are not required, however any DBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.*

DBE Prime Contractor

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

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

DBE prime contractors shall also follow Sections A 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 six (6) 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, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- (B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.
 - (1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2nd and 3rd tier subcontractors).
- (C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D)
 - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, 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 the 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.

CERTIFICATION FOR FEDERAL-AID CONTRACTS:

(3-21-90)

SP1 G85

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by *Section 1352, Title 31, U.S. Code*. Any person who

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

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

CONTRACTOR'S LICENSE REQUIREMENTS:

(7-1-95)

102-14

SP1 G88

If the successful bidder does not hold the proper license to perform any plumbing, heating, air conditioning, or electrical work in this contract, he will be required to sublet such work to a contractor properly licensed in accordance with *Article 2 of Chapter 87 of the General Statutes* (licensing of heating, plumbing, and air conditioning contractors) and *Article 4 of Chapter 87 of the General Statutes* (licensing of electrical contractors).

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:

(11-22-94)

108-5

SP1 G100

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

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

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

SUBSURFACE INFORMATION:

(7-1-95)

450

SP1 G112 A

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

LOCATING EXISTING UNDERGROUND UTILITIES:

(3-20-12)

105

SP1 G115

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.

RESOURCE CONSERVATION:

(5-21-13)

104-13

SP1 G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(2), and NCGS 136-28.8, it is the policy of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, and to find ways to recycle and reuse materials for the benefit of the Citizens of North Carolina.

Initiate, develop and use products and construction methods that incorporate the use of recycled or solid waste products in accordance with Article 104-13 of the *2012 Standard Specifications*. Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills on the Project Construction Reuse and Recycling Reporting Form.

A location-based tool for finding local recycling facilities and the Project Construction Reuse and Recycling Reporting Form are available at:

<http://connect.ncdot.gov/resources/Environmental/Pages/North-Carolina-Recycling-Locations.aspx>

Provide North Carolina Department of Transportation with documentation that the steel for this project has been recycled.

DOMESTIC STEEL:

(4-16-13)

106

SP1 G120

Revise the *2012 Standard Specifications* as follows:

Page 1-49, Subarticle 106-1(B) Domestic Steel, lines 2-7, replace the first paragraph with the following:

All steel and iron products that are permanently incorporated into this project shall be produced in the United States except minimal amounts of foreign steel and iron products may be used provided the combined material cost of the items involved does not exceed 0.1% of the total amount bid for the entire project or \$2,500, whichever is greater. If invoices showing the cost of the material are not provided, the amount of the bid item involving the foreign material will be used for calculations. This minimal amount of foreign produced steel and iron products permitted for use is not applicable to high strength fasteners. Domestically produced high strength fasteners are required.

MATERIALS:

(2-21-12) (Rev. 1-21-14)

1000, 1005, 1024, 1050, 1056, 1074, 1078, 1080, 1081, 1086, 1084, 1087, 1092

SP10 R01

Revise the *2012 Standard Specifications* as follows:

Page 10-1, Article 1000-1, DESCRIPTION, lines 9-10, replace the last sentence of the first paragraph with the following:

Type IL, IP, IS or IT blended cement may be used instead of Portland cement.

Page 10-1, Article 1000-1, DESCRIPTION, line 14, add the following:

Use materials which do not produce a mottled appearance through rusting or other staining of the finished concrete surface.

Page 10-1, Article 1000-2, MATERIALS, line 16, add the following to the table of item references:

Item	Section
Type IL Blended Cement	1024-1

Page 10-5, Table 1000-1, REQUIREMENTS FOR CONCRETE, replace with the following:

TABLE 1000-1 REQUIREMENTS FOR CONCRETE											
Class of Concrete	Min. Comp. Strength at 28 days	Maximum Water-Cement Ratio				Consistency Max. Slump		Cement Content			
		Air-Entrained Concrete		Non Air-Entrained Concrete		Vibrated	Non-Vibrated	Vibrated		Non-Vibrated	
		Rounded Aggregate	Angular Aggregate	Rounded Aggregate	Angular Aggregate			Min.	Max.	Min.	Max.
Units	psi					inch	inch	lb/cy	lb/cy	lb/cy	lb/cy
AA	4,500	0.381	0.426	-	-	3.5	-	639	715	-	-
AA Slip Form	4,500	0.381	0.426	-	-	1.5	-	639	715	-	-
Drilled Pier	4,500	-	-	0.450	0.450	-	5-7 dry 7-9 wet	-	-	640	800
A	3,000	0.488	0.532	0.550	0.594	3.5	4	564	-	602	-
B	2,500	0.488	0.567	0.559	0.630	2.5	4	508	-	545	-
B Slip Formed	2,500	0.488	0.567	-	-	1.5	-	508	-	-	-
Sand Lightweight	4,500	-	0.420	-	-	4	-	715	-	-	-
Latex Modified	3,000 7 day	0.400	0.400	-	-	6	-	658	-	-	-
Flowable Fill excavatable	150 max. at 56 days	as needed	as needed	as needed	as needed	-	Flowable	-	-	40	100
Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	-	Flowable	-	-	100	as needed
Pavement	4,500 design, field 650 flexural, design only	0.559	0.559	-	-	1.5 slip form 3.0 hand place	-	526	-	-	-
Precast	See Table 1077-1	as needed	as needed	-	-	6	as needed	as needed	as needed	as needed	as needed
Prestress	per contract	See Table 1078-1	See Table 1078-1	-	-	8	-	564	as needed	-	-

Page 10-23, Table 1005-1, AGGREGATE GRADATION-COARSE AGGREGATE, replace with the following:

**TABLE 1005-1
AGGREGATE GRADATION - COARSE AGGREGATE**

Percentage of Total by Weight Passing													
Std. Size #	2"	1 1/2"	1"	3/4"	1/2"	3/8"	#4	#8	#10	#16	#40	#200	Remarks
4	100	90-100	20-55	0-15	-	0-5	-	-	-	-	-	A	Asphalt Plant Mix
467M	100	95-100	-	35-70	-	0-30	0-5	-	-	-	-	A	Asphalt Plant Mix
5	-	100	90-100	20-55	0-10	0-5	-	-	-	-	-	A	AST, Sediment Control Stone
57	-	100	95-100	-	25-60	-	0-10	0-5	-	-	-	A	AST, Str. Concrete, Shoulder Drain, Sediment Control Stone
57M	-	100	95-100	-	25-45	-	0-10	0-5	-	-	-	A	AST, Concrete Pavement
6M	-	-	100	90-100	20-55	0-20	0-8	-	-	-	-	A	AST
67	-	-	100	90-100	-	20-55	0-10	0-5	-	-	-	A	AST, Str. Concrete, Asphalt Plant Mix
78M	-	-	-	100	98-100	75-100	20-45	0-15	-	-	-	A	Asphalt Plant Mix, AST, Str. Conc, Weep Hole Drains
14M	-	-	-	-	-	100	35-70	5-20	-	0-8	-	A	Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete
9	-	-	-	-	-	100	85-100	10-40	-	0-10	-	A	AST
ABC	-	100	75-97	-	55-80	-	35-55	-	25-45	-	14-30	4-12 ^B	Aggregate Base Course, Aggregate Stabilization
ABC (M)	-	100	75-100	-	45-79	-	20-40	-	0-25	-	-	0-12 ^B	Maintenance Stabilization
Light-weight C	-	-	-	-	100	80-100	5-40	0-20	-	0-10	-	0-2.5	AST

- A. See Subarticle 1005-4(A).
- B. See Subarticle 1005-4(B).
- C. For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).

Page 10-46, Article 1024-1, PORTLAND CEMENT, line 33, add the following as the ninth paragraph:

Use Type IL blended cement that meets AASHTO M 240, except that the limestone content is limited to between 5 and 12% by weight and the constituents shall be interground. Class F fly ash can replace a portion of Type IL blended cement and shall be replaced as outlined in Subarticle 1000-4(I) for Portland cement. For mixes that contain cement with alkali content between 0.6% and 1.0% and for mixes that contain a reactive aggregate documented by the Department, use a pozzolan in the amount shown in Table 1024-1.

Page 10-65, Article 1050-1, GENERAL, line 41, replace the first sentence with the following:

All fencing material and accessories shall meet Section 106.

Page 10-73, Article 1056-1 DESCRIPTION, lines 7-8, delete the first sentence of the second paragraph and replace with the following:

Use geotextile fabrics that are on the NCDOT Approved Products List.

Page 10-73, Article 1056-2 HANDLING AND STORING, line 17, replace “mechanically stabilized earth (MSE) wall faces” with “temporary wall faces”.

Page 10-74, TABLE 1056-1 GEOTEXTILE REQUIREMENTS, replace table with the following:

TABLE 1056-1 GEOTEXTILE REQUIREMENTS						
Property	Requirement (MARV ^A)					Test Method
	Type 1	Type 2	Type 3 ^B	Type 4	Type 5 ^C	
<i>Typical Application</i>	<i>Shoulder Drains</i>	<i>Under Rip Rap</i>	<i>Temporary Silt Fence</i>	<i>Soil Stabilization</i>	<i>Temporary Walls</i>	
Elongation (MD & CD)	≥ 50%	≥ 50%	≤ 25%	< 50%	< 50%	ASTM D4632
Grab Strength (MD & CD)	Table 1 ^D , Class 3	Table 1 ^D , Class 1	100 lb	Table 1 ^D , Class 3	-	ASTM D4632
Tear Strength (MD & CD)			-		-	ASTM D4533
Puncture Strength			-		-	ASTM D6241
Ultimate Tensile Strength (MD & CD)	-	-	-	-	2,400 lb/ft (unless required otherwise in the contract)	ASTM D4595
Permittivity	Table 2 ^D , 15% to 50% <i>in Situ</i> Soil Passing No. 200 ^E		Table 7 ^D	Table 5 ^D	0.20 sec ⁻¹	ASTM D4491
Apparent Opening Size					No. 30 ^E	ASTM D4751
UV Stability (Retained Strength)					70%	ASTM D4355

- A. MARV does not apply to elongation
- B. Minimum roll width of 36" required
- C. Minimum roll width of 13 ft required
- D. AASHTO M 288
- E. US Sieve No. per AASHTO M 92

Page 10-115, Subarticle 1074-7(B), Gray Iron Castings, lines 10-11, replace with the first two sentences with the following:

Supply gray iron castings meeting all facets of AASHTO M 306 excluding proof load. Proof load testing will only be required for new casting designs during the design process, and conformance to M306 loading (40,000 lbs.) will be required only when noted on the design documents.

Page 10-126, Table 1078-1, REQUIREMENTS FOR CONCRETE, replace with the following:

TABLE 1078-1 REQUIREMENTS FOR CONCRETE		
Property	28 Day Design Compressive Strength 6,000 psi or less	28 Day Design Compressive Strength greater than 6,000 psi
Maximum Water/Cementitious Material Ratio	0.45	0.40
Maximum Slump without HRWR	3.5"	3.5"
Maximum Slump with HRWR	8"	8"
Air Content (upon discharge into forms)	5 + 2%	5 + 2%

Page 10-151, Article 1080-4 Inspection and Sampling, lines 18-22, replace (B), (C) and (D) with the following:

(B) At least 3 panels prepared as specified in 5.5.10 of AASHTO M 300, Bullet Hole Immersion Test.

(C) At least 3 panels of 4"x6"x1/4" for the Elcometer Adhesion Pull Off Test, ASTM D4541.

(D) A certified test report from an approved independent testing laboratory for the Salt Fog Resistance Test, Cyclic Weathering Resistance Test, and Bullet Hole Immersion Test as specified in AASHTO M 300.

(E) A certified test report from an approved independent testing laboratory that the product has been tested for slip coefficient and meets AASHTO M253, Class B.

Page 10-161, Subarticle 1081-1(A) Classifications, lines 29-33, delete first 3 sentences of the description for Type 2 and replace with the following:

Type 2 - A low-modulus, general-purpose adhesive used in epoxy mortar repairs. It may be used to patch spalled, cracked or broken concrete where vibration, shock or expansion and contraction are expected.

Page 10-162, Subarticle 1081-1(A) Classifications, lines 4-7, delete the second and third sentences of the description for Type 3A. Lines 16-22, delete Types 6A, 6B and 6C.

Page 10-162, Subarticle 1081-1(B) Requirements, lines 26-30, replace the second paragraph with the following:

For epoxy resin systems used for embedding dowel bars, threaded rods, rebar, anchor bolts and other fixtures in hardened concrete, the manufacturer shall submit test results showing that the bonding system will obtain 125% of the specified required yield strength of the fixture. Furnish certification that, for the particular bolt grade, diameter and embedment depth required, the anchor system will not fail by adhesive failure and that there is no movement of the anchor bolt.

For certification and anchorage, use 3,000 psi as the minimum Portland cement concrete compressive strength used in this test. Use adhesives that meet Section 1081.

List the properties of the adhesive on the container and include density, minimum and maximum temperature application, setting time, shelf life, pot life, shear strength and compressive strength.

Page 10-163, Table 1081-1 Properties of Mixed Epoxy Resin Systems, replace table with the following:

Table 1081-1 Properties of Mixed Epoxy Resin Systems							
Property	Type 1	Type 2	Type 3	Type 3A	Type 4A	Type 4B	Type 5
Viscosity-Poises at 77°F ± 2°F	Gel	10-30	25-75	Gel	40-150	40-150	1-6
Spindle No.	-	3	4	--	4	4	2
Speed (RPM)	-	20	20	--	10	10	50
Pot Life (Minutes)	20-50	30-60	20-50	5-50	40-80	40-80	20-60
Minimum Tensile Strength at 7 days (psi)	1,500	2,000	4,000	4,000	1,500	1,500	4,000
Tensile Elongation at 7 days (%)	30 min.	30 min.	2-5	2-5	5-15	5-15	2-5
Min. Compressive Strength of 2" mortar cubes at 24 hours	3,000 (Neat)	4,000-	6,000-	6,000 (Neat)	3,000	3,000	6,000
Min. Compressive Strength of 2" mortar cubes at 7 days	5,000 (Neat)	-	-	-	-	5,000	-
Maximum Water Absorption (%)	1.5	1.0	1.0	1.5	1.0	1.0	1.0
Min. Bond Strength Slant Shear Test at 14 days (psi)	1,500	1,500	2,000	2,000	1,500	1,500	1,500

Page 10-164, Subarticle 1081-1(E) Prequalification, lines 31-33, replace the second sentence of the first paragraph with the following:

Manufacturers choosing to supply material for Department jobs must submit an application through the Value Management Unit with the following information for each type and brand name:

Page 10-164, Subarticle 1081-1(E)(3), line 37, replace this subarticle with the following:

(3) Type of the material in accordance with Articles 1081-1 and 1081-4,

Page 10-165, Subarticle 1081-1(E)(6), line 1, in the first sentence of the first paragraph replace “AASHTO M 237” with “the specifications”.

Page 10-165, Subarticle 1081-1(E) Prequalification, line 9-10, delete the second sentence of the last paragraph.

Page 10-165, Subarticle 1081-1(F) Acceptance, line 14, in the first sentence of the first paragraph replace “Type 1” with “Type 3”.

Page 10-169, Subarticle 1081-3(G) Anchor Bolt Adhesives, delete this subarticle.

Page 10-170, Article 1081-3 Hot Bitumen, line 9, add the following at the end of Section 1081:

1081-4 EPOXY RESIN ADHESIVE FOR BONDING TRAFFIC MARKINGS

(A) General

This section covers epoxy resin adhesive for bonding traffic markers to pavement surfaces.

(B) Classification

The types of epoxies and their uses are as shown below:

Type I – Rapid Setting, High Viscosity, Epoxy Adhesive. This type of adhesive provides rapid adherence to traffic markers to the surface of pavement.

Type II – Standard Setting, High Viscosity, Epoxy Adhesive. This type of adhesive is recommended for adherence of traffic markers to pavement surfaces when rapid set is not required.

Type III – Rapid Setting, Low Viscosity, Water Resistant, Epoxy Adhesive. This type of rapid setting adhesive, due to its low viscosity, is appropriate only for use with embedded traffic markers.

Type IV – Standard Set Epoxy for Blade Deflecting-Type Plowable Markers.

(C) Requirements

Epoxies shall conform to the requirements set forth in AASHTO M 237.

(D) Prequalification

Refer to Subarticle 1081-1(E).

(E) Acceptance

Refer to Subarticle 1081-1(F).

Page 10-173, Article 1084-2 STEEL SHEET PILES, lines 37-38, replace first paragraph with the following:

Steel sheet piles detailed for permanent applications shall be hot rolled and meet ASTM A572 or ASTM A690 unless otherwise required by the plans. Steel sheet piles shall be coated as required by the plans. Galvanized sheet piles shall be coated in accordance with Section 1076. Metallized sheet piles shall be metallized in accordance to the Project Special Provision “Thermal Sprayed Coatings (Metallization)” with an 8 mil, 99.9% aluminum alloy coating and a 0.5 mil seal coating. Any portion of the metallized sheet piling encased in concrete shall receive a barrier coat. The barrier coat shall be an approved waterborne coating with a low-viscosity which readily absorbs into the pores of the aluminum thermal sprayed coating. The waterborne coating shall be applied at a spreading rate that results in a theoretical 1.5 mil dry film thickness. The manufacturer shall issue a letter of certification that the resin chemistry of the waterborne coating is compatible with the 99.9% aluminum thermal sprayed alloy and suitable for tidal water applications.

Page 10-174, Subarticle 1086-1(B)(1) Epoxy, lines 18-24, replace this subarticle with the following:

The epoxy shall meet Article 1081-4.

The 2 types of epoxy adhesive which may be used are Type I, Rapid Setting, and Type II, Standard Setting. Use Type II when the pavement temperature is above 60°F or per the manufacturer’s recommendations whichever is more stringent. Use Type I when the pavement temperature is between 50°F and 60°F or per the manufacturer’s recommendations whichever is more stringent. Epoxy adhesive Type I, Cold Set, may be used to attach temporary pavement markers to the pavement surface when the pavement temperature is between 32°F and 50°F or per the manufacturer’s recommendations whichever is more stringent.

Page 10-175, Subarticle 1086-2(E) Epoxy Adhesives, line 27, replace “Section 1081” with “Article 1081-4”.

Page 10-177, Subarticle 1086-3(E) Epoxy Adhesives, line 22, replace “Section 1081” with “Article 1081-4”.

Page 10-179, Subarticle 1087-4(A) Composition, lines 39-41, replace the third paragraph with the following:

All intermixed and drop-on glass beads shall not contain more than 75 ppm arsenic or 200 ppm lead.

Page 10-180, Subarticle 1087-4(B) Physical Characteristics, line 8, replace the second paragraph with the following:

All intermixed and drop-on glass beads shall comply with NCGS § 136-30.2 and 23 USC § 109(r).

Page 10-181, Subarticle 1087-7(A) Intermixed and Drop-on Glass Beads, line 24, add the following after the first paragraph:

Use X-ray Fluorescence for the normal sampling procedure for intermixed and drop-on beads, without crushing, to check for any levels of arsenic and lead. If any arsenic or lead is detected, the sample shall be crushed and repeat the test using X-ray Fluorescence. If the X-ray Fluorescence test shows more than a LOD of 5 ppm, test the beads using United States Environmental Protection Agency Method 6010B, 6010C or 3052 for no more than 75 ppm arsenic or 200 ppm lead.

Page 10-204, Subarticle 1092-2(A) Performance and Test Requirements, replace **Table 1092-3 Minimum Coefficient of Retroreflection for NC Grade A** with the following:

TABLE 1092-3 MINIMUM COEFFICIENT OF RETROREFLECTION FOR NC GRADE A (Candelas Per Lux Per Square Meter)								
Observation Angle, degrees	Entrance Angle, degrees	White	Yellow	Green	Red	Blue	Fluorescent Yellow Green	Fluorescent Yellow
0.2	-4.0	525	395	52	95	30	420	315
0.2	30.0	215	162	22	43	10	170	130
0.5	-4.0	310	230	31	56	18	245	185
0.5	30.0	135	100	14	27	6	110	81
1.0	-4.0	120	60	8	16	3.6	64	48
1.0	30.0	45	34	4.5	9	2	36	27

TWELVE MONTH GUARANTEE:

(7-15-03)

108

SPI G145

- (A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department.

The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Department, and/or for use in excess of the design.

- (B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

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

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

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

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09)

107-1

SP1 G152

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

- (A) Have a contract with a governmental agency; or
- (B) Have performed under such a contract within the past year; or
- (C) 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 *N.C.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.

EMPLOYMENT:

(11-15-11) (Rev. 1-17-12)

108, 102

SP1 G184

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.

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to “State Highway Administrator” with “Chief Engineer”.

EXECUTION OF SIGNATURE SHEETS AND DEBARMENT CERTIFICATION

The Bidder's attention is directed to the various sheets in the proposal form, which are to be signed by the Bidder. A list of these sheets is shown below. The signature sheets are located behind the item sheets in the proposal form.

1. Bid Form
2. Non Collusion Affidavit
3. Bidder Certification of DBE
4. Bid Bond

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.

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.

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.

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.

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 *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 *Standard Specifications*.

PARTIAL PAYMENT

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period. All requests for payment shall 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:

<http://apps.dot.state.nc.us/vendor/directory/>

Subcontract Approval Form (Form SAF) must be completed for each subcontractor that will be used and returned prior to the issuance of the purchase order. 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.

Failure to provide this information (regardless of any goals in contract) may result in the contract being awarded to another contractor.

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 *2012 Standard Specifications*.

PROJECT SPECIAL PROVISIONS

SCOPE OF WORK

This work shall consist of furnishing all labor, equipment, and materials to paint and repair the bridge at milepost SFC 16.3 as directed in the plans. Work includes: Removing existing paint, painting existing structure, structural steel repair, rivet removal and replacement with bolt, pack rust removal, cleaning, lubricating and painting bearings, and all incidental items necessary to complete the project as specified and shown on the plans.

Work will be performed on an existing bridge at the following location:

Gaston County Bridge # MP SFC 16.3 – Piedmont and Northern Railway

Contractor shall provide all necessary access; provide all staging areas, material storage, waste disposal; and all else necessary to complete the work.

The contractor shall be responsible for fulfilling all requirements of the NCDOT Standard Specifications for Roads and Structures dated January 2012, except as otherwise specified herein.

CONTACTS:

Owner of Railroad

Via US mail:

Mr. Craig Newton, P. E.
North Carolina Department
of Transportation
Rail Division
1553 Mail Service Center
Raleigh, NC 27699-1553
cmnewton@ncdot.gov

Via other delivery service:

Mr. Craig Newton, P. E.
North Carolina Department
of Transportation
Rail Division
1 South Wilmington Street
Raleigh, NC 27601
cmnewton@ncdot.gov

Railroad Operator

Via US mail and delivery service:

Mr. Bill Bartosh
Patriot Rail
704-813-8199 (mobile)
Bill.Bartosh@Patriotrail.com

DO NOT CONTACT PATRIOT RAIL DURING BIDDING

PREQUALIFICATION OF STRUCTURAL STEEL SUB-CONTRACTOR

Prior to beginning work, provide proof of experience of the person in direct responsible charge. Submit a description of jobs similar in size and character that have been completed by the person in direct responsible charge within the last 5 years. The name, address and telephone number of references for the submitted projects shall also be furnished. Failure to provide appropriate documentation will result in the rejection of the proposed Structural Steel Sub-Contractor. In addition, all subcontractors shall be qualified by NCDOT as a subcontractor. See submittal of working drawings special provision for additional information on the prequalification process.

DESCRIPTION OF BRIDGE

Bridge #MP SFC 16.3: The South Fork Catawba River Bridge carries a single track over the South Fork of the Catawba River. The track is supported by an open timber deck consisting of ties resting on the superstructure.

The bridge, constructed in 1911, is a combination of steel deck plate girders and trusses having a total length of 460'. The approach spans, 80' each, are steel deck plate girders while the middle two spans are steel deck trusses with lengths of 150' each. Both the plate girders and trusses are riveted built-up sections. Floorbeams and stringers are also riveted built-up members. Top and bottom lateral bracing and sway bracing are steel angle sections or built up from angle sections.

PROTECTION OF RAILROAD INTEREST:

(2-19-13) (Rev. 10-15-13)

SP1 G73

KEY STAKEHOLDERS AND ROLES FOR THE JOB

The following defines the roles of key stakeholders and persons with authority on the job:

TERMS	DEFINITIONS
Owner, Company	NCDOT Rail Division. They own the right of way, facilities, tracks, structures, etc., that Patriot Rail and others operate on.
Owner's Engineer/Representative	NCDOT Rail Division's engineer or their authorized representative for the project.
Operating Railroad, Railroad, Railway, Railway Company	Patriot Rail operates and maintains the track facilities and signals.
Railroad Engineer	Patriot Rail Engineers or their authorized representatives.
RWIC/flagman	<u>R</u> oadway <u>W</u> orker <u>I</u> n <u>C</u> harge. This is Patriot Rail's onsite representative responsible for obtaining track time for work activities adjacent to the tracks and safety within the Railroad right of way. He/She may be in charge of multiple Railroad flagmen assigned to a project if more than one is required or he may be the flagman for the project.
NCDOT, Department,	The North Carolina Department of Transportation is

TERMS	DEFINITIONS
Department of Transportation,	administering the contracts and performing the inspection on the projects for compliance. Also, referred to as the Department or NCDOT.
Engineer, Department's Engineer	NCDOT's Division Engineer, Division Construction Engineer (DCE), Resident Engineer (RE), Assistant Resident Engineer, the authorized representative for NCDOT.
Inspector, Department's Inspector	The authorized inspector for NCDOT.
Standard Specifications, Specifications	NCDOT Standard Specifications for Road and Structures, January 2012.
NCDOT Rail, Rail Division	The North Carolina Department of Transportation, Rail Division. They are a branch of the Department of Transportation responsible for schedule review, reviewing change orders; assisting in answering requests for information (RFI), and working with the owners, operating rail and the Department, and the FRA for compliance and project closeout.

AUTHORITY OF RAILROAD ENGINEER AND DEPARTMENT ENGINEER

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

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

SAFETY GUIDELINES FOR PERSONNEL WORKING ON COMPANY CORRIDOR

All contractor and subcontractor personnel working on NCDOT Rail Division right of way and on or adjacent to Patriot Rail operated tracks shall attend and pass a Roadway Worker Training course for Patriot Rail prior to beginning work on the Railroad right of way and shall attend the class annually. Contractor and subcontractor personnel shall adhere to the following Patriot Rail safety guidelines:

- (A) The Contractor and all personnel must follow all applicable railroad and governmental rules, with particular attention paid to railroad operating rules, Railroad rules for the conduct of contractors, Railroad rules for the operation of moving vehicles, and Federal Railway Administration roadway worker rules.
- (B) No one shall be allowed within 25' of the centerline of the nearest track without the specific authorization of the RWIC/flagman.

- (C) The Contractor shall require that its employees or employees of any subcontractors wear the following while on or about the Railroad right of way:
- (1) Appropriate head protection.
 - (2) Appropriate eye protection.
 - (3) Appropriate hearing protection.
 - (4) Appropriate respiratory protection.
 - (5) Appropriate high visibility reflective safety vests are required for work inside active intermodal facilities, public rights of way, or other locations as required by the Railroad and the MUTCD.
 - (6) Suitable protective clothing and footwear. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard sole, lace up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Safety steel toe boots are required.
 - (7) All protective equipment must be in good condition and properly fitted.
- (D) The Contractor shall observe the safety provisions of applicable laws and building and construction codes shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the most recent edition of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are consistent with applicable law or regulation.
- (E) The Contractor shall permit only qualified personnel to perform welding. Proper clothing, gloves and shields must be worn for body and eye protection. All welding equipment must be properly tested and in good working order. All welding equipment and cutting torches being used within 25 feet of the track must be shut off and work stopped when train is passing.
- (F) Anyone working on Railroad Right-of-Way found to be under the influence of alcohol or other intoxicant, narcotic or hallucinogenic drug, or in possession of such intoxicant or drug, shall be dismissed from the property by the Contractor and not allowed to return.
- (G) When anyone working on Railroad right of way is injured, the Contractor shall arrange for emergency medical assistance, if needed, and the Contractor shall notify Railroad Engineer and the Department's Engineer of such incident by the quickest method of communication available.
- (H) The Contractor shall not permit the use of defective or improvised tools and equipment for the work.
- (I) At the direction of the Railroad Engineer and the Department's Engineer, the Contractor shall work with local emergency response personnel to develop action plans to respond to emergency situations.

- (J) The Contractor is responsible for maintaining emergency site access(es) for local emergency response personnel.
- (K) The Contractor must promptly notify Railroad Engineer and the Department's Engineer of any safety incident or injury involving any person(s) on the project site.
- (L) The Contractor shall hold daily safety briefings involving all personnel working on site per railroad safety rules. Personnel arriving onsite after the safety briefing shall be briefed before proceeding with their work. The Contractor and all personnel shall hold additional safety briefings during the day as conditions or work changes.
- (M) The Contractor and all personnel are responsible for obtaining FRA and Patriot Rail approved Roadway Worker Certification through a Patriot Rail-approved trainer.
- (N) All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- (O) No one is allowed to cross tracks without specific authorization from the flagman.
- (P) No steel tape or chain will be allowed to cross or touch rails without permission.

GUIDELINES FOR EQUIPMENT WORKING ON COMPANY'S CORRIDOR

The following applies to all equipment being operated within the Railroad right of way:

- (A) The Contractor's actions shall not interfere with normal train operations. The Contractor shall provide a weekly schedule of activities that may affect train operations or require flagging protection.
- (B) Patriot Rail will provide service outages only when absolutely required for construction activities as determined by the Railroad Engineer. No claim by the Contractor against Patriot Rail and the Department will be allowed for delays caused by Patriot Rail's operations.
- (C) When working on or near operating tracks to be kept in service, Patriot Rail may provide a schedule of allowable work periods. Allowable work periods may change due to the variances in train operations. If the Contractor fails to comply with the schedules and performs its work in a manner that causes delay to Patriot Rail train operations, it shall be liable for any delays and shall reimburse Patriot Rail upon receipt of bills therefore. If at any time the Contractor is required to work longer than a normal 8 hour day to prevent disruption to Patriot Rail's train operations, then the Contractor shall do so at no expense to the Railroad and the Department.
- (D) At locations where a flagman is deemed necessary by the Railroad Engineer for the safety of Railroad's property and operations, the Contractor will observe the directions given by

the RWIC/flagman. The Contractor will assure that its officers, agents, suppliers, subcontractors and employees observe the directives given by the RWIC/flagman. It is distinctly understood, however, that no direction or failure to give direction by the RWIC/flagman will relieve the Contractor from any of its indemnification commitments in the contract.

- (E) No one shall be allowed within 25' of the centerline of the nearest track without the specific authorization of the RWIC/flagman.
- (F) No one shall be allowed to cross the tracks without specific authorization of the RWIC/flagman.
- (G) All persons working near the track while a train is passing are to look for dragging bands, chains and protruding or shifted cargo. If any of these are observed, they must notify the RWIC/flagman immediately.
- (H) No one shall be allowed to pass between, over or under rail cars.
- (I) No steel or metallic chain or measuring tape shall be allowed to cross or touch rails without permission of the RWIC/flagman.
- (J) No construction materials shall be placed on tracks without approval of the Railroad Engineer.
- (K) When working on tracks, switches shall be lined away from the work area and switch points spiked down or clamped or rail ends mismatched to prevent cars or engines from entering the work area.
- (L) No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from railroad official and flagman.
- (M) No crane or boom equipment will be allowed to foul track or lift a load over the track without flagman protection and track time.
- (N) All employees will stay with their machines when crane or boom equipment is pointed toward track.
- (O) All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- (P) Swinging loads must be secured to prevent movement while train is passing no loads will be suspended above a moving train.
- (Q) No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.

- (R) Trucks, tractors or any equipment will not touch ballast line without specific permission from flagman.
- (S) No equipment or load movement within 25' or above a standing train or railroad equipment without specific authorization of the flagman.
- (T) All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- (U) All equipment, loads and cables are prohibited from touching the rails.
- (V) While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- (W) The Contractor is responsible for the ingress and egress of its plant, equipment, materials and labor to and from the construction site in accordance with the following:
 - (1) No movement that may endanger the safe normal Railroad operations shall be made without the approval of the RWIC/flagman as to route and time of use.
 - (2) No movement of the Contractor's plant equipment, materials and labor to and from the site shall be made without the approval of the RWIC/flagman.
- (X) Railroad regulations concerning the movement of vehicles on Railroad property shall be followed by the Contractor, its subcontractors and all of the respective personnel, including, without limitation, weight restrictions for roadways.
- (Y) Use of access routes shall not cause the fouling of turnouts, flangeways, equipment, and drainage facilities with gravel, mud, waste materials, or timbers used for crossing tracks. Such routes shall be planned in such a way to minimize the risk of damage to Railroad facilities and must be approved by the Railroad Engineer.
- (Z) No equipment or materials will be parked or stored on Company's corridor unless specific authorization is granted from the Railroad Engineer.
- (AA) All unattended equipment that is left parked on Company's corridor shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- (BB) All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

FAILURE TO COMPLY WITH SAFETY REQUIREMENTS

Failure to comply with any safety requirements within the railroad right of way may result in the removal of the individual or individuals responsible for violation of policies. Depending upon the severity of the violation as determined by the Railroad Engineer, RWIC/flagman or the Department's Engineer, the individual or individuals implicated must leave the RR right of way

within 1 hour of notification of the violation. Depending on the severity of the violation, the individual or individuals who were involved in the incident may be able to return to the job the following day. That determination will be made by the RWIC and the Department representative on site. The individual or individuals will be notified if they are allowed to return the following day by the close of business the day of the occurrence. If they are not allowed to return the next day, the contractor may file an appeal to the Department's Engineer requesting the individual or individuals accused of the violation be allowed to return to the job. The Resident Engineer will then notify the Railroad of the appeal and a meeting will be held to determine if the individual or individuals will or will not be allowed to return to the job. The individual or individuals alleged to have committed the violation will not be allowed on the project until after the Railroad Engineer and Department Engineer have reviewed the appeal and made a determination if the individual or individuals may return. If a person is allowed return to the site after the appeal process and a second violation of policies occurs, that will be grounds for permanent removal of the individual from the worksite. This does not only apply to individuals, but may apply to entire crews as well depending on the circumstances and severity of the violation of policy. The contractor shall have no claims whatsoever against the Railroad or the Department for any delays or additional cost incurred as a result of safety violations and removal of the individual or individuals from the job.

FEDERAL RAILROAD ADMINISTRATION (FRA) SAFETY REQUIREMENTS

In addition to Patriot Rail safety guidelines above, the Contractor will be required to adhere to the safety requirements of the Federal Railroad Administration and comply with Title 49, Volume 4, Chapter 2, Part 213 and 214 of the Code of Federal Regulations. This information can be found at the following link:

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=ef344d8e404793fcb6650641e75f7e43&rgn=div5&view=text&node=49:4.1.1.1.8&idno=49>

The FRA may conduct inspections on this project and fines can be levied against both the individual cited and the contractor for violations of these policies. The contractor shall have no claims whatsoever against the Railroad or the Department for any delays or additional cost incurred as a result of violations and fines for noncompliance with the above FRA guidelines.

RAILROAD INSURANCE: SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTEREST

State Project: (TIP) 45361

County: (County)_Gaston

(A) In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to provide coverage conforming to the requirements of the Federal-Aid Policy Guide outlined under 23 CFR 646A for all work to be performed on Company's corridor by carrying insurance of the following kinds and amounts:

- (1) **CONTRACTOR'S COMMERCIAL GENERAL LIABILITY INSURANCE:**
The Contractor shall furnish an original and one copy of the certificate of insurance and one certified copy of the policy to the Department as evidence that, with respect to the operations he performs on railroad right of way, he carries

regular Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Company and Railroad specified in item A.2.c. below as an additional insured, and shall include a severability of interests provision.

(2) **RAILROAD PROTECTIVE LIABILITY INSURANCE:**

The Contractor shall furnish to the Department an original and one duplicate of the Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

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

- (a) The insurer must be rated A- or better by A.M. Best Company, Inc.
- (b) The policy must be written using one of the following combinations of Insurance Services Office (“ISO”) Railroad Protective Liability Insurance Form Numbers:
 - (1) CG 00 35 01 96 and CG 28 31 10 93; or
 - (2) CG 00 35 07 98 and CG 28 31 07 98; or
 - (3) CG 00 35 10 01; or
 - (4) CG 00 35 12 04
- (c) The named insured on each policy as required to be issued to each Company and to Railroad shall read: (NOTE: The below insured is to be treated separately as an insured on each railroad protective policy for a total of (2) two separate policies being issued.)

NCDOT Rail Division
1553 Mail Service Center
Raleigh, NC 27699-1553

and

Patriot Rail
10060 Skinner Lake Dr.
Jacksonville, FL 32246

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

The Description and Designation shall read:

(Description and Designation) _____

North Carolina Department of Transportation - Rail Division

- (e) The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number.
 - (f) The name and address of the prime contractor must appear on the Declarations.
 - (g) The name and address of the Department must be identified on the Declarations as the “Involved Governmental Authority or Other Contracting Party.”
 - (h) Other endorsements/forms that will be accepted are:
 - (1) Broad Form Nuclear Exclusion – Form IL 00 21
 - (2) 30-day Advance Notice of Non-renewal or cancellation
 - (3) 60-day written notice be given the Department prior to cancellation or change
 - (4) Quick Reference or Index Form CL/IL 240
 - (i) Endorsements/forms that are NOT acceptable are:
 - (1) Any Pollution Exclusion Endorsement except CG 28 31
 - (2) Any Punitive or Exemplary Damages Exclusion
 - (3) Known injury or Damage Exclusion form CG 00 59
 - (4) Any Common Policy Conditions form
 - (5) Any other endorsement/form not specifically authorized in item no. 2.h above.
- (B) If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad’s right of way. As an alternative, the Prime Contractor may provide insurance for the subcontractor by means of separate and individual policies.
- (C) Prior to entry on Company’s corridor, the original and one duplicate copy of the Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Company and Railroad. In addition, certificates of insurance evidencing the Prime Contractor’s and any subcontractors’ Commercial General Liability Insurance shall be issued to the Department, Company and Railroad at the addresses below, and one certified copy of the Prime Contractor and any Subcontractor’s policy is to be forwarded to the Department for its review and transmittal to the Company and Railroad. All policies and certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to the Department, Company and Railroad. The Railroad will not permit any work on Company’s corridor until the Company and Railroad has reviewed and approved the evidence of insurance required herein.

DEPARTMENT:
NCDOT Rail Division
Mr. Craig M. Newton, P.E.
1553 Mail Service Center
Raleigh, NC 27699-1553

RAILROAD:
Patriot Rail
10060 Skinner Lake Dr.
Jacksonville, FL 32246

- (D) The insurance required herein shall not limit the obligations of Department or its Contractors under the terms of this agreement.
- (E) The insurance amounts specified are minimum amounts and that the Contractor may carry insurance in larger amounts if he so desires. As to "aggregate limits", if the insurer establishes loss reserves equal to or in excess of the aggregate limit specified in any of the required insurance policies, the Contractor shall immediately notify the Department and shall cease all operations until the aggregate limit is reinstated. If the insurer establishes loss reserves equal to or in excess of one/half of the aggregate limit, the Contractor shall arrange to restore the aggregate limit to at least the minimum amount stated in these requirements. Any insurance policies and certificates taken out and furnished due to these requirements shall be approved by the Department, Company and Railroad as to form and amount prior to beginning work on Company's corridor.
- (F) All insurance herein before specified shall be carried until the final inspection and acceptance of the project by the Department, Company and Railroad, or acceptance of that portion of the project within Company's corridor. At this point, no work or any other activities by the Contractor shall take place in Company's corridor without written permission from the Department, Company and Railroad.

FAILURE TO COMPLY

In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:

- (1) The Railroad Engineer may require that the Contractor vacate Company's corridor.
- (2) The Engineer may withhold all monies due the Contractor on monthly statements.

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

PAYMENT FOR COST OF COMPLIANCE

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

RAILROAD SITE DATA

The following information is provided as a convenience to the Contractor. This information is subject to change and the Contractor should contact the Railroad to verify the accuracy. Since this information is shown as a convenience to the Contractor but is subject to change, the Contractor shall have no claims whatsoever against either the Railroad or the Department of Transportation for any delays or additional costs incurred based on changes in this information.

Number of tracks	-	(#)_1_ Main Track, (#)_0_ Siding Track
Number of trains per day	-	(#)_1_
Type of Trains per day	-	(#)_0_ Passenger and (#)_As NeededFreight
Maximum speed of trains	-	(#)_10_ mph

NOTICE OF STARTING WORK

The contractor shall not commence any work on Company's corridor until the contractor has complied with the following conditions:

- (A) Give the Company and Railroad written notice, with copy to the Engineer who has been designated to be in charge of the work, at least ten days in advance of the date the contractor proposes to begin work on Company's corridor/NCDOT Rail Division right of way. Notice to be given to:

DEPARTMENT:
NCDOT Rail Division
Mr. Craig M. Newton, P.E.
1553 Mail Service Center
Raleigh, NC 27699-1553

RAILROAD:
Patriot Rail
10060 Skinner Lake Dr.
Jacksonville, FL 32246

- (B) Obtained written authorization from both NCDOT Rail Division and Patriot Rail to begin work on Railroad right-of-way, such authorization to include an outline of specific conditions with which the contractor must comply.
- (C) Obtained written approval from the Railroad of Railroad Protective Insurance Liability coverage as required by the provisions for Railroad Insurance above. The Railroad does not accept notation of Railroad protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. The policy will be reviewed for compliance prior to written approval. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for Railroad to review.
- (D) Furnish a schedule for all work within the Railroad right-of-way as required. Obtain written authorization from the Railroad to begin work on Company's right of way, such authorization to include an outline of specific conditions with which he must comply.

- (E) Obtain Railroad's Flagging Services as required.
- (F) The contractor must execute and deliver to NCDOT Rail Division and Patriot Rail a standard construction right of entry agreement approved by NCDOT Rail Division and Patriot Rail together.

The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

INTERFERENCE WITH RAILROAD OPERATIONS

The Contractor shall so arrange and conduct his work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Company or Railroad or to poles, wires, and other facilities of tenants on the right of way of the Company. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service (watchman) shall be deferred by the Contractor until the flagging protection or inspection service required by the Railroad is available at the job site.

Whenever work within Company's corridor is of such a nature that impediment to Railroad operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.

Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Company and Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provision is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Department, Company, or Railroad.

TRACK CLEARANCES

- (A) Before undertaking any work within railroad right-of-way, or before placing any obstruction over any track, the Contractor shall:
 - (1) Notify the RWIC/Track Supervisor at least 72 hours in advance of the work.
 - (2) Receive assurance from the Railroad Engineer that arrangements have been made for flagging service as may be necessary.
 - (3) Receive permission from the RWIC/Track Supervisor to proceed with the work.
 - (4) Ascertain that the Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.
- (B) The minimum track clearances to be maintained by the Contractor during construction are as follows:

- (1) Horizontal clearance measured from centerline of track to falsework:
13'-0" on tangent track
14'-0" on curved track
- (2) Vertical clearance from top of rail to falsework: 22'-0"

CONSTRUCTION PROCEDURES

(A) General

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

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

(B) Excavation

The subgrade of an operated track shall be maintained with edge of berm at least 7'-0" from centerline of track and not more than 45" below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.

(C) Excavation for Structures

The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting, for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. All plans and calculations for shoring shall be prepared and signed by a North Carolina Registered Professional Engineer. The Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions. The procedure for doing such work, including need of and plans for shoring, shall first be reviewed by the Department Engineer then reviewed and approved by the Railroad Engineer, but such approval shall not relieve the Contractor from liability.

Additionally, a walkway with handrail protection may be required as noted in the section for Trainman's walkways herein.

(D) Demolition, Erection, Hoisting

- (1) Railroad tracks and other Company corridor or railroad property must be protected from damage during the procedure.
- (2) The Contractor is required to submit a plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations

shown. The location of all tracks and other railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

- (3) Crane rating sheets showing cranes to be adequate for 150 percent of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted.
- (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing and/or proposed structure showing complete and sufficient details with supporting data for the demolition or erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the North Carolina Registered Professional Engineer submitting the procedure and calculations.
- (5) A data sheet must be submitted listing the types, size, and arrangements of all rigging and connection equipment.
- (6) A complete procedure is to be submitted, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (7) All erection or demolition plans, procedures, data sheets, etc. submitted must be prepared, signed and sealed by a North Carolina Registered Professional Engineer.
- (8) The Railroad's engineer must be present at the site during the entire demolition and erection procedure period.
- (9) All procedures, plans and calculations shall first be approved by the Engineer and the Railroad Engineer, but such approval does not relieve the Contractor from liability.

(E) Blasting

The Contractor shall obtain advance approval of the Railroad Engineer and the Engineer for use of explosives on or adjacent to Company corridor. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:

- (1) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
- (2) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
- (3) No blasting shall be done without the presence of an authorized representative of the Railroad. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
- (4) Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Company corridor resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.

The Railroad representative/engineer will:

- (1) Determine the approximate location of trains and advise the Contractor the approximate amount of time available for the blasting operation and clean-up.
- (2) Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accordance with these special provisions.

(F) Maintenance of Railroad Facilities

The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions that may result from construction operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Company's corridor and repair any other damage to the property of the Company or its tenants.

All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

(G) Storage of Materials and Equipment

Materials and equipment shall not be stored where they will interfere with railroad operations, nor on the corridor of the Company without first having obtained permission from the Railroad Engineer. Such permission will be with the understanding that neither the Company nor Railroad will be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

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

(H) Cleanup

During construction of the project, the contractor shall furnish garbage disposal containers and dispose of all trash appropriately. The contractor shall clean the construction site periodically as requested by the Department's Engineer or the Railroad Engineer of all waste, rubbish and unused construction material. The removal of waste and debris shall be the responsibility of the Contractor. Unused construction materials shall be stockpiled in an orderly fashion at a location that will not interfere with train operations and the construction progress. If the contractor does not clean the construction site after receiving notification, other forces may be used to clean the site of waste and rubbish. If other forces are used, monies will be deducted from the contractor for the cost of the cleanup.

Upon completion of the work, the Contractor shall remove from within the limits of the

Company's right of way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said right of way in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative and satisfactory to the Company's authorized representative. Cleanup also includes removal, replacement or cleaning of soiled or contaminated ballast in the construction area.

DAMAGES

The contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by railroad traffic.

Any cost incurred by the Company of Railroad for repairing damages to its corridor or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Company or Railroad by the Contractor.

CONTRACTOR FURNISHED TWO WAY RADIOS

The Contractor shall furnish a minimum of 3 push to talk, two way radios that operate on a frequency unique to the project and separate from Patriot Rail frequencies. The operational frequency should not be the same as the frequency on adjacent jobs unless directed by the Railroad Engineer. The radios will be used for communication between the RWIC/flagman or the Railroad's designated contact and the Contractor's Superintendent or designated contact on the job for safety. The Contractor will need to maintain at least 3 working radios at all time during the project. Project conditions and the contractors work may require the need for more than 3 radios on the project. It shall be the Contractors responsibility to furnish the number of radios required by Patriot Rail and NCDOT to maintain safety on the project. Failure on the part of the contractor to have working radios on site, can result in suspension of the work until the requirements of provision is met. There will be no direct payment for the cost of furnishing the radios. The cost will be included in other items of work in the contract.

Contractor shall provide radios capable of transmitting and receiving clearly, from any location within project limits. Relaying messages from one radio operation to another will not be an acceptable method. Any upgrades or additional equipment necessary to provide clear transmissions between two single radios, including signal repeaters will be considered incidental to the provision of radios and will not be subject to additional compensation.

The Contractor will need to submit information about the radios prior to use for approval by the Railroad.

The contractor shall have no claims whatsoever against the Railroad or the Department for any delays or additional cost incurred as a result of failure to have the required number of working radios on site each day or as a result of insufficient radio communication.

FLAGGING SERVICES

All work to be performed by the Contractor within the Railroad Right of Way shall require a flagman be present. Any work to be performed by the contractor requiring flagging service shall be deferred by the contractor until the flagging protection required by the railroad is available at the job site. It will take approximately 30 days from the date the railroad receives notification of award from the NCDOT to provide flagging protection for this project.

(A) When Required

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

Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. The Railroad Engineer will determine how many flagmen are required for the job. However, if the Contractor works within distances that violates instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed. Any additional cost for additional flagging as a result of the Contractor violating the instruction of the RWIC/flagman will be the contractor's responsibility and shall be deducted from the contractor's monies.

(B) Scheduling and Notification

- (1) The Contractor's work requiring railroad flagging services shall be scheduled in advance and updated weekly to insure flagman coverage for the work to be performed. Flagging services will be provided by the Railroad for work required by the contract to complete the project. The contractor's work schedule shall be during normal daylight hours for safety concerns. Nighttime operations are not permitted without prior written approval from the Railroad Engineer and the Department's Engineer and shall be only be considered on a case by case basis.
- (2) Not later than the time that approval is initially requested to begin work on Company corridor, the Contractor shall furnish to the Company, Railroad and the Department a schedule for all work required to complete the portion of the project within Company corridor and arrange for a job site meeting between the Contractor, the Department, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
- (3) The Contractor, through the Engineer, will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Company corridor in accordance with this special provision.

Once begun, when such work is then suspended at any time, or for any reason, the Contractor, through the Engineer, will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right of way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer.

- (4) If flagging is required, no work shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days' notice before flagging service may be discontinued and responsibility for payment stopped.
- (5) If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right of way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Company, Department or Railroad.

(C) Payment

The Department will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction.

Any additional cost for additional flagging as a result of work that is determined to be for the benefit of the Contractor will be the contractor's responsibility and shall be deducted from the Contractor's monies.

- (1) The estimated cost of flagging service is the current rate per day based on a 10-hour work day. This cost includes the base pay for each flagman, overhead, and a per diem charge for travel expenses, meals and lodging. The charge by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
- (2) Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1½ times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime pay at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2½ times the normal rate.
- (3) Railroad work involved in preparing and handling bills will also be charged to the Department. Charges to the Department by the Railroad shall be in accordance with applicable provisions of the Federal-Aid Policy Guide, Title 23 Subchapter B, Part 140I and Subchapter G, Part 646B issued by the Federal Highway Administration on December 9, 1991, including all current amendments.

Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

(D) Verification

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

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

NCDOT Rail Division
Mr. Craig M. Newton, P.E.
1553 Mail Service Center
Raleigh, NC 27699-1553

HAUL ACROSS RAILROAD

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

If the Contractor desires to haul across the Railroad for his convenience, the contractor shall make all of the necessary arrangements with the Railroad and the Company for a temporary crossing and shall bear all cost associated with construction and removal of the temporary crossing. The crossing shall only be used at times approved by the Engineer. The project will not be considered complete until all temporary crossing have been removed by the Contractor, unless directed by the Railroad or Company to leave the crossing installed. The Contractor shall be required to execute the Railroad and Company's standard private grade crossing agreement for each crossing installed. The Contractor shall have no claims whatsoever against the Railroad or the Department for denying any temporary crossing for the convenience of the Contractor.

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

WORK FOR THE BENEFIT OF THE CONTRACTOR

All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Department, Company and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Department, Company and/or the Railroad.

Should the Contractor desire any changes in addition to the above, then the Contractor shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense. The Contractor shall notify the Department of agreements between the Railroad and the Contractor for any work for the benefit of the Contractor.

COOPERATION AND DELAYS

It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction of work to be done by Railroad crews. In arranging the schedule the contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore. The Contractor shall cooperate with others in the construction of the project to the end that all work may be accomplished to the best advantage.

The Contractor shall insure that all work required to be completed by his forces prior to Railroad's crews schedule move in date is completed. Delays by the Contractor in meeting the schedule can result in delays in rescheduling Railroad crews and result in delays to the project. The Contractor shall have no claims whatsoever against the Railroad or the Department for delays as a result of rescheduling Railroad crews due the Contractor failing to meet his schedule.

No charge or claim of the Contractor against either the Department, Company or the Railroad will be allowed for hindrance or delay on account of railway traffic; any work done by the Railroad or other delays incident to or necessary for safe maintenance of railway traffic or for any delays due to compliance with these special provisions.

The Contractor's attention is called to the fact that neither the Department, Company nor Railroad assumes any responsibility for any work performed by others in connection with the construction of the project, and the Contractor shall have no claim whatsoever against the Department, Company or Railroad for any inconvenience, delay, or additional cost incurred by him on account of such operations by others.

TRAINMAN’S WALKWAYS

In areas along any existing tracks, on the side opposite of the track from where the work will be done; existing trainman walkways will be maintained at a distance not less than 10’ from the centerline for the existing track. If the trainman’s walkway does not exist, it will not be built or maintained unless shown on the plans. In areas of new construction along turnouts/switches, signals and derails, trainman walkways will be constructed and maintained not less than 10’ from the centerline of the track. The trainman’s walkway will extend from the point of switch through the derail. The trainman’s walkway is an unobstructed continuous space suitable for the trainman to walk along the side of trains. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while the Railway’s protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed.

UNDER STRUCTURE WORK PLATFORM

(12-5-12)

Prior to any operations on the structure, provide details for a sufficiently sized under structure work platform which will provide access for cleaning and painting the bridge and performing structural repairs. The Contractor shall determine the required capacity of the platform, but the capacity shall not be less than that required by Federal or State regulations. Design steel members to meet the requirements of the American Institute of Steel Construction Manual. Design timber members in accordance with the “National Design Specification for Stress-Grade Lumber and Its Fastenings” of the National Forest Products Association. The platform shall be constructed of materials capable of withstanding damage from any of the work required on this project and shall be fireproof. Submit the platform design and plans to the Engineer (to Railroad also as courtesy) for review and approval. The design and plans shall be sealed and signed by a North Carolina registered Professional Engineer. Do not install the platform until the design and plans are approved. Drilling holes in the superstructure for the purpose of attaching the platform is prohibited. Upon completion of work, remove all anchorages in the substructure and repair the substructure at no additional cost to the Department.

The platform shall be cleaned after each work day to prevent materials from falling or washing into the river.

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

Payment will be made under:

Pay Item
Under Structure Work Platform

Pay Unit
Lump Sum

SUBMITTAL OF WORKING DRAWINGS

(SPECIAL)

1.0 GENERAL

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

If a submittal contains variations from plan details or specifications or significantly affects project cost, field construction or operations, discuss the submittal with and submit all copies to the Resident Engineer. State the reason for the proposed variation in the submittal. To minimize review time, make sure all submittals are complete when initially submitted. Provide a contact name and information with each submittal. Direct any questions regarding submittal requirements to the Resident Engineer and Rail Division contacts noted below.

In order to facilitate in-plant inspection by NCDOT and approval of working drawings, provide the name, address and telephone number of the facility where fabrication will actually be done if different than shown on the title block of the submitted working drawings. This includes, but is not limited to fabricated steel.

2.0 ADDRESSES AND CONTACTS

Submittals may also be made via email.

Send submittals to:

NCDOT Rail Division: cmnewton@ncdot.gov (Craig Newton)

Resident Engineer:

3.0 SUBMITTAL COPIES

Furnish one digital copy for each submittal, including all attachments, to the Resident Engineer and Rail Division.

The first table below covers “Rail Division Submittals”. The Resident Engineer will receive review comments and drawing markups for these submittals from the Rail Division.

Unless otherwise required, submit one set of supporting calculations in PDF format via email to the Rail Division. Provide additional copies of any submittal as directed.

SUBMITTALS

Submittal	Electronic Copies Required by Rail Division	Contract Reference Requiring Submittal ¹
Prequalification of Structural Steel Sub-Contractor	1	Contract
Under Structure Work Platform	1	“Under Structure Work Platform”
Support Details for Member Replacement	1	“Structural Steel Repair”
Rivet Removal and Replacement with Bolt	1	“Rivet Removal and Replacement with Bolt”
Structural Steel	1	Article 1072-8
Placement of Equipment on Structures (cranes, etc.)	1	Article 420-20

FOOTNOTES

- References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Articles refer to the *Standard Specifications*.

CRANE SAFETY

(8-15-05)

Comply with the manufacturer specifications and limitations applicable to the operation of any and all cranes and derricks. Prime contractors, sub-contractors, and fully operated rental companies shall comply with the current Occupational Safety and Health Administration regulations (OSHA) and Federal Rail Administration (FRA).

Submit all items listed below to the Engineer prior to beginning crane operations involving critical lifts. A critical lift is defined as any lift that exceeds 75 percent of the manufacturer’s crane chart capacity for the radius at which the load will be lifted or requires the use of more than one crane. Changes in personnel or equipment must be reported to the Engineer and all

applicable items listed below must be updated and submitted prior to continuing with crane operations.

CRANE SAFETY SUBMITTAL LIST

- A. **Competent Person:** Provide the name and qualifications of the “Competent Person” responsible for crane safety and lifting operations. The named competent person will have the responsibility and authority to stop any work activity due to safety concerns.
- B. **Riggers:** Provide the qualifications and experience of the persons responsible for rigging operations. Qualifications and experience should include, but not be limited to, weight calculations, center of gravity determinations, selection and inspection of sling and rigging equipment, and safe rigging practices.
- C. **Crane Inspections:** Inspection records for all cranes shall be current and readily accessible for review upon request.
- D. **Certifications:** Crane operators performing critical lifts shall be certified by NC CCO (National Commission for the Certification of Crane Operators), or satisfactorily complete the Carolinas AGC’s Professional Crane Operator's Proficiency Program. Other approved nationally accredited programs will be considered upon request. All crane operators shall also have a current CDL medical card. Submit a list of anticipated critical lifts and corresponding crane operator(s). Include current certification for the type of crane operated (small hydraulic, large hydraulic, small lattice, large lattice) and medical evaluations for each operator.

PACK RUST REMOVAL

(SPECIAL)

DESCRIPTION

The work shall consist of cleaning and removing pack rust from crevices between gusset plates, filler plates, joints and back-to-back angles of the existing structural steel at locations found during paint removal operations and as directed by the Engineer. Removal of pack rust shall, in part, be accomplished by sand blasting equipment. The Contractor shall provide all necessary equipment to capture, convey, collect, contain and dispose of surface preparation material.

MATERIALS

Equipment: The Contractor shall provide all brushes, discs, wheel, scrapers, descalers, sand blasting and surface preparation equipment including vacuum-shrouded tools, as needed to conduct the steel cleaning work as indicated. The contractor may supply any recyclable abrasive which contains less than one percent free silica, and is compatible with the requirements of the equipment. All equipment shall be acceptable to the Engineer both prior to, and during, cleaning operations.

CONSTRUCTION METHODS

The following shall not begin until the work platform and the containment structure have been completed in accordance with the plans submitted by the Contractor and approved by the Engineer.

A. Cleaning and Removal of Pack Rust

The Contractor is specifically forewarned that removal of pack rust shall be required at locations found during paint removal operations, or where ordered by the Engineer.

Remove all rust scale and loose pack rust by sand blasting the areas. Remove tight pack rust until highest point is a minimum of one eighth of an inch below the surface of the surrounding sound steel. Pack rust that cannot be removed by sand blasting or by prying and probing with a dull putty knife is considered to be adherent. Exercise care to avoid nicking, gouging or otherwise damaging the steel during removal.

Pack rust measuring ¼” or more in width will be considered major pack rust. Remove pack rust as described above. After pack rust removal, replace any rivets that are loose or as directed by the Engineer. Replace Rivets in accordance with the special provision for “Rivet Removal and Replacement with Bolt”.

When removing pack rust, the Contractor shall report all locations where the section loss of any member, plate or connection exceeds 10% of the original width, length or thickness.

B. Inspection

Each area of pack rust shall be verified by both QC (Quality Control) and QA (Quality Assurance).

QUALITY CONTROL INSPECTOR – The Contractor shall provide a quality control inspector in accordance with the SSPC QP guidelines to ensure that pack rust removal is in accordance with the requirements of the contract. The inspector shall have written authority to perform QC duties to include continuous improvement of all QC internal procedures. The presence of the Engineer or inspector at the work site shall in no way lessen the Contractor’s responsibility for conformity with the contract.

QUALITY ASSURANCE INSPECTOR – The quality assurance inspector which may be a Department employee or a designated representative of the Department shall observe, document, assess and report that the Contractor is complying with all of the requirements of the contract. Inspectors employed by the Department are authorized to inspect all work performed and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector is not authorized to alter or waive the requirements of the contract. Each stage in preparing the structure to be painted which includes pack rust removal, shall be inspected and approved by the Engineer or his authorized representative.

The Contractor shall furnish all necessary OSHA approved apparatus such as ladders, scaffolds, and platforms as required for the inspector to have reasonable and safe access to

all parts of the work. The Contractor shall illuminate the surfaces to be inspected to a minimum of 50-foot candles of light. All access points shall be illuminated to a minimum of 20-foot candles of light.

BASIS OF PAYMENT

The cost of inspection and surface preparation for Pack Rust Removal is included in the special provision for “Painting Existing Structure” pay items. For rivet removal and replacement with bolt, payment will be made in accordance with the special provision for “Rivet Removal and Replacement with Bolt”.

STRUCTURAL STEEL REPAIR

(SPECIAL)

SCOPE OF WORK

Replacement of secondary structural steel members. Locations shall be as indicated on the contract plans.

MATERIALS

All structural steel shall satisfy the requirements of the current AREMA Specifications.

CONSTRUCTION METHODS

1.0 Train Movements

The Contractor shall coordinate the replacement of secondary members with the Engineer and the Railroad operator. Trains will not be permitted on the structure while secondary members are being replaced.

2.0 REPLACEMENT OF SECONDARY MEMBERS

Dimensions shown on the plans are from the original fabrication drawings and best information available. Replacement members shall match the existing members in thickness, length, width, hole diameter and hole spacing unless otherwise noted on the plans. The Contractor shall field verify the information shown on the plans and notify the Engineer in writing of any discrepancies prior to ordering materials and/or fabricating replacement members.

The Contractor shall take any and all necessary measures to maintain the stability and geometry of the structure throughout all structural steel repair operations. Prior to removal of any structural members for replacement, the Contractor shall sufficiently brace and/or otherwise support the structure such that the removal of the structural member subject to replacement shall not affect the stability of the overall structure. The bracing and/or other supports shall be pretensioned such that the load in the structural member subject to replacement is eliminated prior to beginning removal of any portion of the structural member or its connections. Care shall be taken to avoid excessive pretensioning. Struts shall only be removed one at a time. Strut shall be replaced before another strut is removed. No trains shall pass over the bridge with a strut removed. The

bracing and/or other supports used to maintain the stability and geometry of the structure shall be designed and installed so as to avoid damage to the permanent structure. Any damage caused by the Contractor's operations shall be repaired to the satisfaction of the Engineer at no additional cost to the Department.

Material for secondary member replacement shall satisfy the requirements of the current AREMA Specifications.

Measurement and Payment

Structural Steel Repair, Approx. Lbs. will be measured and paid for at the unit price per pound bid for structural steel repairs and shall be full compensation for all materials, fabrication, welding, equipment, tools, labor, and incidentals incorporated in the completed and accepted work.

“Rivet Removal and Replacement with Bolt” shall be paid for under a separate pay item.

Payment will be made under:

Pay Item	Pay Unit
Structural Steel Repair, Approx. Lbs.	Pound

RIVET REMOVAL AND REPLACEMENT WITH BOLTS (SPECIAL)

Scope of Work

This work shall consist of the safe removal of miscellaneous rivets in a manner that does not damage surrounding material and replacement with high strength bolts at locations shown on the plans or as directed by the Engineer. The Contractor shall provide safe access to the area, so the Engineer can assess the bolt condition after the surface preparation has occurred. Any necessary removal and repair of the paint system shall be considered incidental to the contract items.

Materials

All high strength bolts, nuts, washers and direction tension indicators shall be in accordance with Section 440 of the Standard Specifications.

Repair Method and Operations

The Contractor shall submit to the Engineer for approval the proposed method for rivet removal. Removal will not be permitted until the removal method has been approved and demonstrated successfully in the judgment of the Engineer. In the event that the Engineer determines that the rivet removal work is resulting in damage to the existing steel, the Contractor shall cease removal operations until a new proposed method has been demonstrated and approved by the Engineer. Any damage to the existing structure due to Contractor's rivet removal and replacement operations or field drilling operations shall be repaired or replaced at the Contractor's expense and to the satisfaction of the Engineer.

Load-carrying rivets shall not be removed until the Contractor has taken any and all necessary measures to maintain the stability and geometry of the structure throughout the rivet removal and replacement operation. Load-carrying rivets include any rivets at the ends of truss members or in truss gusset plates, or any rivets in steel plate girders, or any other rivets as identified by the Engineer. Prior to removal of any load-carrying rivets for replacement, the Contractor shall sufficiently brace and/or otherwise support the structure such that the removal of the rivets shall not affect the stability of the overall structure. The bracing and/or other supports shall be pretensioned such that the load in the structural member is eliminated prior to beginning removal of any load-carrying rivets. Care shall be taken to avoid excessive pretensioning. The bracing and/or other supports used to maintain the stability and geometry of the structure shall be designed and installed so as to avoid damage to the permanent structure. Any damage caused by the Contractor's operations shall be repaired to the satisfaction of the Engineer at no additional cost to the Department. Stitch rivets are not subject to this provision. Stitch rivets are identified as rivets connecting two back-to-back steel angle sections at regular spacing along the length of the angles, or as otherwise identified by the Engineer.

Unless otherwise noted, all bolts shall be the same diameter as the rivets being replaced. The Contractor shall determine the length of the replacement bolts. High strength bolt installation shall be in accordance with Section 440 of the *Standard Specifications*. All high strength bolts that replace rivets shall have a washer under the head and nut. Special care shall be taken to replace one, and only one, rivet at a time. Before any rivet is loosened all other bolts shall be tightened in accordance with the contract plans, the project special provisions, and the *Standard Specifications*. If field drilling and reaming of the existing holes is required, the method shall be submitted to the Engineer for approval. No flame cutting will be permitted when enlarging existing holes or creating new holes. After installation, the Contractor shall thoroughly clean the area in order to ensure all debris and oils are removed prior to application of primer.

Measurement and Payment

Rivet Removal and Replacement with Bolt will be measured and paid for at the unit price per rivet removal and replacement with bolt, regardless of length of bolt, and shall be full compensation for all materials, fabrication, equipment, tools, labor, and incidentals incorporated in the completed and accepted work.

Payment will be made under:

Pay Item	Pay Unit
Rivet Removal and Replacement with Bolt	Each

PAINTING EXISTING STRUCTURE

(SPECIAL)

DESCRIPTION

This work shall consist of furnishing all labor, equipment, and materials necessary to clean and paint the structural steel of the existing bridge. Work includes: removal, containment and disposal of the existing paint system; preparation of the surface to be painted and applying the new paint system; a containment enclosure; and any incidentals necessary to complete the project as specified and shown on the plans.

CERTIFICATION

The existing paint systems include toxic substances such as red lead oxide, which are considered hazardous if improperly removed. The contractor shall be currently SSPC QP 2, Category A certified, and have successfully completed lead paint removal and field painting on similar structures within 18 months prior to this bid.

The apparent low bidder shall submit a list of projects for which QP 2 work was performed within the last 18 months including owner contact information and submit to the Assistant State Structures Engineer (Operations) a "Lead Abatement Affidavit" by 12:00 noon of the third day following the opening of bids. This form may be downloaded from: <http://www.ncdot.gov/projects/nbridges/#stats>.

The Engineer will evaluate the work history to verify all lead abatement work was completed in accordance with contract specifications, free of citation from safety or environmental agencies. Lead abatement work shall include, but not be limited to: abrasive blasting; waste handling, storage and disposal; worker safety during lead abatement activities (fall protection, PPE, etc.); and containment. This requirement is in addition to the contractor pre-qualification requirements covered by Article 102-2 of the *2012 Standard Specifications*.

TWELVE-MONTH OBSERVATION PERIOD

The Contractor maintains responsibility for the coating system for a 12 month observation period beginning upon the satisfactory completion and acceptance of all the work required in the plans or as directed by the Engineer. The Contractor shall guarantee the coating system under the payment and performance bond (refer to Article 109-10 of the *2012 Standard Specifications*). To successfully complete the observation period, the coating system shall meet the following requirements after 12 months service:

- (A) No visible rust, contamination or application defect is observed in any coated area.
- (B) Painted surfaces have a uniform color and gloss.
- (C) Painted surfaces have an adhesion that meets an ASTM D3359, 3A rating.

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

SUBMITTALS

Submit all of the following to the Engineer for review and approval before scheduling the pre-construction meeting. Allow at least 2 weeks for the review process.

- (A) Work schedule which shall be kept up to date, with a copy of the revised schedule being provided to the Engineer in a timely manner,
- (B) Containment Drawings in accordance with SSPC Guide 6, Class 2A sealed by a Professional Engineer licensed by the State of North Carolina,
- (C) Bridge wash water sampling and disposal plan,

- (D) Subcontractor identification,
- (E) Lighting plan for night work in accordance with Section 1413 of the *2012 Standard Specifications*,
- (F) Railroad coordination
- (G) Health and safety plan addressing at least the required topics as specified by the SSPC QP 1 and QP 2 program and including hazard communication, respiratory health, emergency procedures, and local hospital and treatment facilities with directions and phone numbers, disciplinary criteria for workers who violate the plan and accident investigation. The plan shall address the following: hazardous materials, personal protective equipment, general health and safety, occupational health and environmental controls, fire protection and prevention, signs signals, and barricades, materials handling, storage, use, and disposal, hand and power tools, welding and cutting, electrical, scaffolds, fall protection, cranes, derricks, hoists, elevators, and conveyors, ladders, toxic and hazardous substances, airless injection and HPWJ.
- (H) Provide the Engineer a letter of certification that all employees performing work on the project have blood lead levels that are below the OSHA action level.
- (I) Provide the Engineer with Competent Person qualifications and summary of work experience.
- (J) Environmental Compliance Plan
- (K) Quality Control Plan (Project Specific) with quality control qualifications and summary of work experience.
- (L) Bridge and Public Protection Plan (Overspray, Utilities, etc. - Project/Task Specific)
- (M) Abrasive Blast Media
 - (1) Product Data Sheet
 - (2) Blast Media Test Reports in accordance with Article 1080-13 of the *2012 Standard Specification*.
- (N) Coating Material
 - (1) NCDOT HICAMS Test Reports (testing performed by NCDOT Materials and Tests Unit),
 - (2) Product Data Sheets,
 - (3) Material Safety Data Sheets,
 - (4) Product Specific Repair Procedures, and
 - (5) Acceptance letters from paint manufacturer's for work practices that conflict with Project Special Provisions and/or paint manufactures product data sheets.

PRE-CONSTRUCTION MEETING

Submittals shall be reviewed and approved by the Engineer prior to scheduling the pre-construction meeting. Allow no less than 2 weeks for a review process. When requesting a pre-construction meeting, contact the Engineer at least 7 working days in advance of the desired pre-construction date. The contractor's project supervisor, Competent person, quality control personnel and certified traffic control supervisor shall be in attendance at the pre-construction meeting in order for the Contractor and NCDOT team to establish responsibilities for various personnel during project duration and to establish realistic timeframes for problem escalation.

CONTAINMENT PLAN

No work begins until the Contractor furnishes the Engineer with a containment plan for surface preparation and coating operations and the Engineer reviews and approves, in writing, the acceptability of said plan. Allow a minimum of two weeks for review of the plan. Such plan shall meet or exceed the requirements of Class 2A containment in accordance with SSPC Guide 6. Enclosure drawings and loads supported by the structure shall be prepared, signed and sealed by a Professional Engineer licensed by the State of North Carolina.

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

WASH WATER SAMPLING AND DISPOSAL PLAN

No work begins until the Contractor furnishes the Engineer with a containment plan for surface preparation and coating operations and the Engineer reviews and approves in writing said plan. All wash water shall be collected and sampled prior to disposal. Representative sampling and testing methodology shall conform to 15A NCAC 02B.0103, "Analytical Procedures". Wash water shall be tested for pollutants listed in 15A NCAC 02B.0211(3), 15A NCAC 02T.0505(b)(1) and 15A NCAC 2T.0905(h). Depending on the test results, wash water disposal methods shall be described in the disposal plan. Wash water shall be disposed of in accordance with all current Federal and State regulations. See link for NCDOT Guidelines for Managing Bridge Wash Water: <http://www.ncdot.gov/projects/nbridges/#stats>.

WASTE HANDLING OF PAINT AND ABRASIVES

Comply with all Federal, State and local regulations. Failure to comply with the regulations could result in fines and loss of qualified status with NCDOT.

Comply with the Resource Conservation and Recovery Act (RCRA - 40 CFR 261 - 265) and the Occupational Safety and Health Act (OSHA - 29 CFR 1910 - 1926) regulations for employee training, and for the handling, storage, labeling, recordkeeping, reporting, inspections and disposal of all hazardous waste generated during paint removal.

A summary of Generator Requirements is available at the above NCDOT web link which cites the specific regulations for each Generator category. Quantities of waste by weight and dates of waste generation shall be recorded. Waste stored at the project site shall be

properly labeled. All waste, hazardous or non-hazardous, requires numbered shipping manifests.

The North Carolina Department of Environment and Natural Resources (NCDENR) have adopted RCRA as the North Carolina Hazardous Waste Management Rules and are responsible for enforcement. The “Hazardous Waste Compliance Manual for Generators of Hazardous Waste” is published by the Compliance Branch of the Division of Waste Management of NCDENR, and can be found at: <http://portal.ncdenr.org/web/wm/hw/rules>.

Use a company from the below list of approved waste management companies. Immediately after award of the contract, arrange for waste containers, sampling, testing, transportation and disposal of all waste. No work shall begin until the Contractor furnishes the Engineer with a written waste disposal plan. Any alternative method for handling waste shall be pre-approved by the Engineer.

Southern Logistics, Inc. – 312 Orville Wright Dr., Greensboro, NC 27409

(Ph. 336-662-0292)

A&D Environmental – PO Box 484, High Point, NC 27261

(Ph. 336-434-7750)

Poseidon Environmental Services, Inc. – 837 Boardman-Canfield Rd #209, Youngstown, OH

(Ph. 330-726-1560)

Clean Harbors Reidsville, LLC – 208 Watlington Industrial Drive, Reidsville, NC 27320

(Ph. 336-342-6106)

All removed paint and spent abrasive media shall be tested for lead following the SW-846 TCLP Method 1311 Extraction, as required in 40 CFR 261, Appendix 11, to determine whether it shall be disposed of as hazardous waste. Furnish the Engineer certified test reports showing TCLP results and Iron analysis of the paint chips stored on site, with disposal in accordance with “Flowchart on Lead Waste Identification and Disposal” at:

http://portal.ncdenr.org/c/document_library/get_file?p_l_id=38491&folderId=328599&name=DLFE-9855.pdf.

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

The Competent Person shall obtain composite samples from each barrel of the wash water and waste generated by collecting two or more portions taken at regularly spaced intervals during accumulation. Composite the portions into one sample for testing purposes. Acquire samples after 10% or before 90% of the barrel has accumulated. The intent is to provide samples that are representative of widely separated portions, but not the beginning and end of wash water or waste accumulation.

Perform sampling by passing a receptacle completely through the discharge stream or by completely diverting the discharge into a sample container. If discharge of the wash water or waste is too rapid to divert the complete discharge stream, discharge into a container or

transportation unit sufficiently large to accommodate the flow and then accomplish the sampling in the same manner as described above.

Comply with the NCDENR Hazardous Waste Compliance Manual for Generators of Hazardous Waste. Record quantities of waste by weight and dates of waste generation. Until test results are received, store all waste, and label as “NCDOT Bridge Paint Removal Waste - Pending Analysis” and include the date generated and contact information for the Division HazMat Manager or Project Engineer. Store waste containers in an enclosed, sealed and secured storage container protected from traffic from all directions. Obtain approval for the protection plan for these containers from the Engineer. If adequate protection cannot be obtained by use of existing guardrail, provide the necessary supplies and equipment to maintain adequate protection. Once test results are received and characterized, label waste as either “Hazardous Waste - Pending Disposal” or “Paint Waste - Pending Disposal”.

Once the waste has been collected, and the quantities determined, prepare the appropriate shipping documents and manifests and present them to the Engineer. The Engineer will verify the type and quantity of waste and obtain a Provisional EPA ID number from the:

NC Hazardous Waste Section
North Carolina Department of Environment & Natural Resources
1646 Mail Service Center
Raleigh, NC 27699
Phone (919) 707-8200, Fax (919) 715-0708

At the time of shipping, the Engineer will sign, date and add the ID number in the appropriate section on the manifest. The maximum on-site storage time for collected waste shall be 90 days. All waste whether hazardous or non-hazardous will require numbered shipping manifests. The cost for waste disposal (including lab and Provisional EPA ID number) is included in the bid price for this contract. Note NC Hazardous Waste Management Rules (15A NCAC 13A) for more information. Provisional EPA ID numbers may be obtained at this link:

<http://portal.ncdenr.org/web/wm/provisional-hw-notification-page>.

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

<http://slphreporting.ncpublichealth.com/EnvironmentalSciences/Certification/CertifiedLaboratory.asp>.

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

1. For leachable lead:

a. Soils/Solid/Liquid- EPA 1311/200.7/6010

Area sampling will be performed for the first 2 days at each bridge location. The area sample will be located within five feet of the containment and where the highest probability of leakage will occur (access door, etc.). Results from the area sampling will be given to the Engineer within 72 hours of sampling (excluding weekends). If the results of the samples exceed $20 \mu\text{g}/\text{m}^3$ corrective measures shall be taken and monitoring shall be continued until 2 consecutive sample results are less than $20 \mu\text{g}/\text{m}^3$.

TWA may suspend the work if there are visible emissions outside the containment enclosure or pump monitoring results exceeding the level of $30 \mu\text{g}/\text{m}^3$.

Where schools, housing and/or buildings are within 500 feet of the containment, the Contractor shall perform initial TSP-Lead monitoring for the first 10 days of the project during abrasive blasting, vacuuming and containment removal. Additional monitoring will be required during abrasive blasting 2 days per month thereafter. Results of the TSP monitoring at any location shall not exceed $1.5 \mu\text{g}/\text{m}^3$.

EQUIPMENT MOBILIZATION

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

QUALITY CONTROL INSPECTOR

Provide a quality control inspector in accordance with the SSPC QP guidelines to ensure that all processes, preparation, blasting and coating application are in accordance with the requirements of the contract. The inspector shall have written authority to perform QC duties to include continuous improvement of all QC internal procedures. The presence of the engineer or inspector at the work site shall in no way lessen the contractor's responsibility for conformity with the contract.

QUALITY ASSURANCE INSPECTOR

The quality assurance inspector which may be a Department employee or a designated representative of the Department shall observe, document, assess and report that the Contractor is complying with all of the requirements of the contract. Inspectors employed by the Department are authorized to inspect all work performed and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector is not authorized to alter or waive the requirements of the contract. Each stage in preparing the structure to be

coated which includes but not limited to washing, blasting, coating testing and inspection shall be inspected and approved by the Engineer or his authorized representative.

SUBLETTING OF CONTRACT

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

PREPARATION OF SURFACES

Before any other surface preparation is conducted, all surfaces shall be power washed to remove dust, salts, dirt and other contaminants. All wash water shall be contained, collected and tested in accordance with the requirements of NCDOT Managing Bridge Wash Water specification. Obtain approval of the Engineer and allow all cleaned surfaces to dry to the touch and without standing water before beginning surface preparation or painting activities.

Surface preparation is done with materials meeting Article 1080-13 of the *2012 Standard Specifications*. No silica sand or other silica materials are permitted for use. The profile shall be between 1.0 and 3.0 mils when measured on a smooth steel surface. Conduct and document at least 2 tests per beam/girder and 2 tests per span of diaphragms/cross bracing.

For cleaning of lacing bars and inside of truss members use nozzles that allow for cleaning in tight and inaccessible areas.

Spread tarpaulins over all pavements and surfaces underneath equipment used for abrasive blasting as well as equipment and containers used to collect abrasive media. This requirement will be enforced during activity and inactivity of equipment.

Prime all blast cleaned surfaces to be painted no later than 8 hours after blast cleaning is complete. Reclean the cleaned surfaces that contain rust or are contaminated with foreign material before painting.

Before the Contractor departs from the work site at the end of the work day, collect all debris generated during surface preparation and all dust collector hoses, tarps or other appurtenances containing blasting residue in approved containers.

Clean a 3" x 3" area at each structure to demonstrate the specified finish, and the inspector will preserve this area by covering it with tape, plastic or some other suitable means so that it can be retained as the Dry Film Thickness (DFT) gauge adjustment standard. An acceptable alternative is for the Contractor to provide a steel plate with similar properties and geometry as the substrate to be measured.

The contractor and or quality assurance representative shall notify the Engineer of any area of corroded steel which has lost more than 10% of its original thickness.

All parts of the bridges not to be painted, trains and vegetation shall be protected from overspray. Submit a plan to protect all parts of bridge that are not required to be painted and a plan to protect the traveling public and surrounding environment while applying all coats of paint to a structure.

Ensure that chloride levels on the surfaces are $7 \mu\text{g}/\text{cm}^2$ or lower using an acceptable sample method in accordance with SSPC Guide 15. The frequency of testing shall be 2 tests per span after all surface preparation has been completed and immediately prior to painting. Select test areas representing the greatest amount of corrosion in the span as determined by the Engineers' representative. Additional testing may be required if significant amounts of chloride are detected.

All weld splatter, slag or other surface defects resulting in a raised surface above the final paint layer shall be removed prior to application of primer coat.

All accessible, exposed structural steel surfaces, including inside surfaces of laced members, etc., shall be cleaned and painted unless noted otherwise.

PAINTING OF STEEL

Paint System 1, as specified in these special provisions and Section 442 of the *2012 Standard Specifications*, is to be used for this work. System 1 is an inorganic zinc primer, two coats acrylic paint and one stripe coat of acrylic paint over blast cleaned surfaces in accordance with SSPC-SP-10 (Near White Blast). Perform all mixing operations over an impervious surface with provisions to prevent runoff to grade of any spilled material. The contractor is responsible for reporting quantities of thinner purchased as well the amounts used. No container with thinner shall be left uncovered, when not in use.

Apply 2" stripe coat, by brush or roller only, to all exposed edges of steel including fasteners before applying the finish coat. Locate the edge or corner in the approximate center of the paint stripe.

Painting is can only be performed between April 15th and November 1st. Do not paint the top of the top flange or top of lateral angles.

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

MATERIALS

Only paint suppliers that have a NCDOT qualified inorganic zinc primer may furnish paints for this project. All paints applied to a structure shall be from the same supplier. Before any paints are applied the Contractor shall provide the Engineer a manufacturer's

certification that each batch of paint meets the requirements of the applicable Section 1080 of the *2012 Standard Specifications*.

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

Do not expose paint materials to rain, excessive condensation, long periods of direct sunlight, or temperatures above 110°F or below 40°F. In addition, the Contractor shall place a device which records the high, low and current temperatures inside the storage location. Follow the manufacturer's storage requirements if more restrictive than the above requirements.

INSPECTION

Surface Preparation for System 1 shall be in accordance with SSPC SP-10. Any area(s) not meeting the requirements of SSPC SP-10 shall be remediated prior to application of coating. Surface inspection is considered ready for inspection when all blast abrasive, residue and dust is removed from surfaces to be coated.

(A) Quality Assurance Inspection

The Contractor furnishes all necessary OSHA approved apparatus such as ladders, scaffolds and platforms as required for the inspector to have reasonable and safe access to all parts of the work. The contractor illuminates the surfaces to be inspected to a minimum of 50-foot candles of light. All access points shall be illuminated to a minimum of 20-foot candles of light.

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

Inform the Engineer and the Division Safety Engineer of all scheduled and unannounced inspections from SSPC, OSHA, EPA and/or others that come on site. Furnish the Engineer a copy of all inspection reports except for reports performed by a third party and or consultant on behalf of the Contractor.

(B) Inspection Instruments

At a minimum, furnish the following calibrated instruments and conduct the following quality control tests:

- (1) Sling Psychrometer - ASTM E337 - bulb type
- (2) Surface Temperature Thermometer
- (3) Wind Speed Indicator
- (4) Tape Profile Tester - ASTM D4417 Method C

- (5) Surface Condition Standards - SSPC VIS-1 and VIS-3
- (6) Wet Film Thickness Gage - ASTM D4414
- (7) Dry Film Thickness Gage - SSPC-PA2 Modified
- (8) Solvent Rub Test Kit - ASTM D4752
- (9) Adhesion Test Kit - ASTM D3359 Method A (Tape Test)
- (10) Adhesion Pull test - ASTM D4541
- (11) Surface Contamination Analysis Kit or (Chloride Level Test Kit)
SSPC Technology Guide 15

(C) Quality Control

Maintain a daily quality control record in accordance with Article 442-13 of the *2012 Standard Specifications* and make such records available at the job site for review by the inspector and submit to the Engineer as directed. In addition to the information required on M&T-610, submit all Dry Film Thickness (DFT) readings on a form equivalent to M&T-611.

- (1) Measure DFT at each spot on the attached diagram and at the required number of locations as specified below:
 - (a) For span members less than 45 feet; three random locations along each girder in each span.
 - (b) For span members greater than 45 feet; add one additional location for each additional 10 feet in span length.

DFT measurements for the prime coat shall not be taken for record until the zinc primer has cured in accordance with ASTM D4752 (MEK Rub Test) with no less than a four resistance rating.

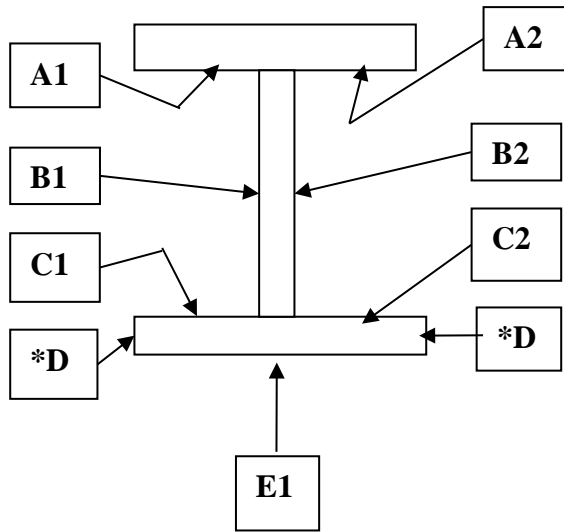
Stiffeners and other attachments to beams and or plate girders shall be measured at no less than five random spots per span. Also dry film thickness is measured at no less than six random spots per span on diaphragms/"K" frames.

Each spot is an average of three to five individual gage readings as defined in SSPC PA-2. No spot average shall be less than 80% of minimum DFT for each layer applied; this does not apply to stripe coat application. Spot readings that are non-conforming shall be re-accessed by performing additional spot measurements not to exceed one foot intervals on both sides of the low areas until acceptable spot averages are obtained. These non-conforming areas shall be corrected by the Contractor prior to applying successive coats.

Less than 36" in height and/or bottom flanges less than 16" in width.

**7 Spot Areas
21 Individual DFT Readings**

7 Spot Areas

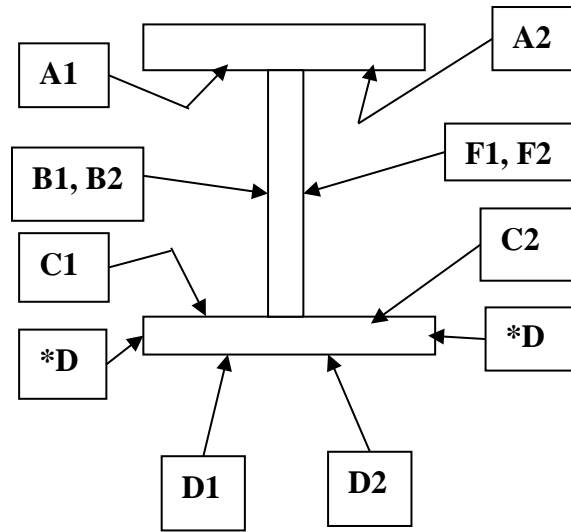


***D areas are only included when flange thickness is one inch (1") or greater.**

36" in height or greater and/or bottom flanges greater than 16" in width.

**10 Spot Areas
30 Individual DFT Readings**

7 Spot Areas



***D areas are only included when flange thickness is one inch (1") or greater.**

- (2) Two random adhesion tests (1 test=3 dollies) per span are conducted on interior surfaces in accordance with ASTM D4541 (Adhesion Pull Test) after the prime coat has been properly cured in accordance with ASTM D4752 (MEK Rub Test) with no less than a 4 resistance rating, and will be touched up by the Contractor. The required minimum average adhesion is 400 psi.
- (3) Cure of the intermediate and stripe coats shall be accessed by using the thumb test in accordance with ASTM D1640 (Curing Formation Test) prior to the application of any successive layers of paint.
- (4) One random Cut Tape adhesion test per span is conducted in accordance with ASTM D3359 (X-Cut Tape Test) on interior surface after the finish

coat is cured. Repair areas shall be properly tapered and touched up by the Contractor.

SAFETY AND ENVIRONMENTAL COMPLIANCE PLANS

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

HEALTH AND SAFETY RESPONSIBILITIES

This project may involve toxic metals such as arsenic, lead, cadmium and hexavalent chromium. It is the contractor's responsibility to test for toxic metals and if found, comply with the OSHA regulations, which may include medical testing.

Ensure a "Competent Person" as defined in OSHA 29 CFR 1926.62; one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them; is on site during all surface preparation activities and monitors the effectiveness of containment, dust collection systems and waste sampling. Before any work begins, provide a written summary of the Competent Person's safety training.

Comply with Subarticle 442-14(B) of the *2012 Standard Specifications*.

Comply with Subarticle 442-14(D) of the *2012 Standard Specifications*. Ensure employee blood sampling test results are less than 50 micrograms per deciliter. Remove employees with a blood sampling test of 50 or more micrograms per deciliter from work activities involving any lead exposure.

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

All OSHA recordable accidents that occur during the project duration are to be reported to the Engineer within twenty-four (24) hours of occurrence. In addition, for accidents that involve civilians or property damage that occurs within the work zone the Division Safety Engineer shall be notified immediately.

Prior to blasting operations, the Contractor shall have an operational OSHA approved hand wash station at each bridge location and a decontamination trailer at each bridge or between bridges unless the work is on the roadway, or the Contractor shall show reason why it is not feasible to do so and provide an alternative site as approved by the Engineer. The Contractor shall assure that all employees whose airborne exposure to lead is above the PEL shall shower at the end of their work shift.

STORAGE OF PAINT AND EQUIPMENT

Provide a location for materials, equipment and waste storage. Spread tarpaulins over all pavements and surfaces underneath equipment used for abrasive recycling and other waste handling equipment or containers. All land and or lease agreements that involve private property shall disclose to the property owner that heavy metals may be present on the Contractor's equipment. Prior to storing the Contractor's equipment on private property, provide a notarized written consent signed by the land owner received by the Engineer at least forty-eight (48) hours before using property. All storage of paint, solvents and other materials applied to structures shall be stored in accordance with Section 442 of the *2012 Standard Specifications* or the manufacturers' requirements. The more restrictive requirements will apply.

UTILITIES

Protect all utility lines or mains which may be supported on, under, or adjacent to bridge work sites from damage and paint overspray.

MEASUREMENT AND PAYMENT

The cost of inspection, surface preparation and repainting the existing structure is included in the lump sum price bid for *Painting Plate Girders of Bridge #MP SFC 16.3* and *Painting Truss of Bridge #MP SFC 16.3*. This price is full compensation for furnishing all inspection equipment, all paint, cleaning abrasives, cleaning solvents and all other materials; preparing and cleaning surfaces to be painted; applying paint in the field; protecting work area, traffic and property; and furnishing blast cleaning equipment, paint spraying equipment, brushes, rollers, any other hand or power tools and any other equipment; and a containment enclosure.

Pollution Control will be paid at the contract lump sum price which will be full compensation for all collection, handling, storage, air monitoring, and disposal of debris and wash water, all personal protective equipment, and all personal hygiene requirements, and all equipment, material and labor necessary for the daily collection of the blast debris into specified containers; and any measures necessary to ensure conformance to all safety and environmental regulations as directed by the Engineer.

The existing paint system is unknown, and the estimated area to be cleaned and painted is 10,500 square feet for the end spans combined and 40,500 square feet for the truss spans.

Payment will be made under:

Pay Item	Pay Unit
Painting Plate Girders of Bridge #MP SFC 16.3	Lump Sum
Painting Truss of Bridge #MP SFC 16.3	Lump Sum
Pollution Control	Lump Sum

CLEANING, LUBRICATING, AND PAINTING EXISTING BEARINGS (SPECIAL)

Thoroughly clean bearings at End Bents 1 and 5 and Bents 2 and 4 and clean the exposed surfaces of all bearing plates, anchor bolts, nuts and washers on the existing structure in accordance with Article 442-7(B) of the Standard Specifications. The Engineer shall approve the cleaning of each unit before painting.

After cleaning, apply a touch up coat of natural color organic zinc repair paint to the steel followed by a complete coat of the same paint.

After curing of paint lubricate bearing with a compound that meets the requirements of MIL-A-907E

Lubricant shall meet the physical requirements of the following

Test	Test Method	Specification
Thickener Type		Calcium Complex
Flash Point, °C	ASTM D-92	>250
Salt Fog, hrs	ASTM B-117	4,000
Work Penetration, 60 strokes @ 25°C	ASTM D-217	250-320
NLGI Grade	ASTM D-217	1/2
Dropping Point, °C	ASTM D-566	300
Bearing Rust Test	ASTM D-1743	Pass
Four Ball EP Load Wearing Index, kg Weld Load	ASTM D-2596	100 minimum 800 kgf min.
Fretting Wear, 23 °C, 22 hrs, mg loss	ASTM D-4170	10 max

Each batch of material used shall be accompanied by manufacturer’s written certification listing batch number, quantity and certifying that the product meets this specification.

Payment at the contract unit prices for the various pay items will be full compensation for the above work required for cleaning, lubricating and painting existing bearing plates.

Measurement and Payment

Cleaning, Lubricating and Painting Existing Bearings will be paid at the contract lump sum price which will be full compensation for all materials, fabrication, equipment, tools, labor, and incidentals incorporated in the completed and accepted work.

Payment will be made under:

Pay Item	Pay Unit
Cleaning, Lubricating and Painting Existing Bearings	Lump Sum

DOCUMENTATION OF BEARING REPAIR

(SPECIAL)

The Contractor shall take multiple pictures of each bearing at Bent 3. Each bearing shall have, as a minimum, a picture taken from each of all four sides, as well as from above. All pictures shall include a folding rule in the picture to provide a measure of scale. Emphasis shall be placed on illustrating a measurement of the position of the bearing elements, including measurement of the bearing sole plate/top plate relative to the bearing rocker/rollers and the end bent or bent cap. The Contractor shall deliver in jpeg format to the Engineer on a CD or DVD. A minimum of two (2) copies of the complete CD or DVD shall be provided by the Contractor to the Engineer. The file name for each picture shall include the picture caption. Picture captions shall provide the following: bearing identification (including Bent or End Bent Number, identification of the bearing as left or right looking ahead station, and a brief description of the picture. The Contractor shall also submit two (2) sets of hardcopy prints of the pictures. The hardcopy prints shall be printed in color, using a laser jet or similar printer, on bond paper. Each picture shall be on its own 8 1/2" x 11" page. Each picture shall include the caption of the picture. The hardcopy prints shall be bound using GBC binding, three-ring binder, or similar.

Measurement and Payment

Documentation of Bearing Repair will be paid for at the contract lump sum price which will be full compensation for all materials, fabrication, equipment, tools, labor, and incidentals incorporated in the completed and accepted work.

Payment will be made under:

Pay Item	Pay Unit
Documentation of Bearing Repair	Lump Sum

STANDARD SPECIAL PROVISION

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

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 Subarticle 108-13(E) of the *2012 Standard Specifications*.

ERRATA

(1-17-12) (Rev. 1-21-14)

Z-4

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 3

Page 3-1, after line 15, Article 300-2 Materials, replace “1032-9(F)” with “1032-6(F)”.

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 8

Page 8-23, line 10, Article 838-2 Materials, replace “Portland Cement Concrete, Class B” with “Portland Cement Concrete, Class A”.

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 15-4, Subarticle 1505-3(F) Backfilling, line 26, replace “Subarticle 235-4(C)” with “Subarticle 235-3(C)”.

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

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”.

AWARD OF CONTRACT

(6-28-77)

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%

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, withhold or cause to be 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 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).
- 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 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).
- 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.

ON-THE-JOB TRAINING

(10-16-07) (Rev. 5-21-13)

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

The Department, through the OJT Program Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time the Contractor shall enter into an agreement with the

Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from 1 to 15 per contractor per calendar year. The Contractor shall sign an agreement to fulfill their annual goal for the year. A sample agreement is available at www.ncbowd.com/section/on-the-job-training.

Training Classifications

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

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

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

MINIMUM WAGES
GENERAL DECISION NC140090 01/03/2014 NC90

Z-90

Date: January 3, 2014

General Decision Number: NC140090 01/03/2014 NC90

Superseded General Decision Numbers: NC20130090

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Anson
Cabarrus
Gaston
Mecklenburg
Union

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
01/03/2014

SUNC2011-071 09/16/2011

	Rates	Fringes
CARPENTER (Form Work Only)	14.70	
CEMENT MASON/CONCRETE FINISHER		
Anson, Cabarrus, and Gaston Counties	12.87	
Mecklenburg County	12.62	
Union County	12.75	
INSTALLER (Guardrail) (includes Guardrail/Post Driver Work)	11.16	
IRONWORKER (Reinforcing)	14.88	
LABORER		
Asphalt, Asphalt Distributor, Raker, and Spreader	11.78	
Common or General		
Anson and Cabarrus Counties	11.14	
Gaston County	10.63	
Mecklenburg County	11.55	
Union County	10.32	
Concrete Saw	14.26	
Landscape	10.35	
Luteman	12.88	
Mason Tender (Cement/Concrete)	11.25	
Pipelayer	12.93	
Traffic Control (Cone Setter)	12.53	
Traffic Control (Flagger)	9.99	
	Rates	Fringes

	Rates	Fringes
POWER EQUIPMENT OPERATORS		
Backhoe/Excavator/Trackhoe		
Anson, Cabarrus, and Gaston Counties	14.21	
Mecklenburg County	13.79	
Union County	14.53	
Broom/Sweeper	13.97	
Bulldozer		
Anson, Cabarrus, and Gaston Counties	15.46	
Mecklenburg County	15.90	
Union County	14.96	
Crane	19.11	
Curb Machine	14.43	
Distributor	14.99	
Drill	16.68	
Grader/Blade		
Anson, Cabarrus, Gaston, and Union Counties	17.99	
Mecklenburg County	18.65	
Loader		
Anson, Cabarrus, Gaston, and Union Counties	14.46	
Mecklenburg County	14.43	
Mechanic	17.13	
Milling Machine	15.80	
Oiler	14.36	
Paver	16.65	
Roller		
Anson, Cabarrus, Gaston, and Union Counties	13.22	
Mecklenburg County	13.29	
Scraper	15.85	
Screed	15.23	
Tractor	14.47	
TRUCK DRIVER		
4 Axle Truck	11.90	
Distributor	16.75	
Dump Truck		
Anson, Cabarrus, and Gaston Counties	13.46	
Mecklenburg County	13.79	
Union County	13.49	
Flatbed Truck	15.02	
Lowboy Truck		
Anson, Cabarrus, Gaston, and Mecklenburg Counties	15.26	
Union County	15.23	
Off the Road Truck	15.00	
Single Axle Truck	12.13	
Tack Truck	16.52	
Water Truck	13.16	

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 rates.

0000/9999: weighted union wage rates will be published annually each January.

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

LISTING OF DBE SUBCONTRACTORS			Sheet _____ of _____	
Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

** Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price:
*If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.
 If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.*

LISTING OF DBE SUBCONTRACTORS			Sheet _____ of _____	
Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

**** Dollar Volume of DBE Subcontractor \$ _____**
Percentage of Total Contract Bid Price _____ %

** Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price:
If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.
If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

**State of North Carolina
Department of Transportation
Subcontractor Payment Information**

Submit with Invoice To: G. R. Spangler, District Engineer
North Carolina Department of Transportation
Division 12 / District 1
P.O. Box 47
Shelby, NC 28151

Firm Invoice No. Reference _____
NCDOT PO / Contract Number _____
WBS No. (State Project No.) _____
Date of Invoice _____
Signed _____

Invoice Line Item Reference	Payer Name	Payer Federal Tax Id	Subcontractor / Subconsultant/ Material Supplier Name	Subcontractor / Subconsultant / Material Supplier Federal Tax Id	Amount Paid To Subcontractor / Subconsultant / Material Supplier This Invoice	Date Paid To Subcontractor / Subconsultant / Material Supplier This Invoice
Total Amount Paid to Subcontractor Firms					\$	

NOTE: - These documents are scanned into our Fiscal program. Please do not highlight or shade the figures.

I certify that this information accurately reflects actual payments made and the dates the payments were made to Subcontractors/
Subconsultants/Material Suppliers on the above referenced project.

Signature _____ Title _____

Contract No. _____

Rev. 4-19-11

County _____

**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__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

Contract No. _____

Rev. 4-19-11

County _____

**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

_____ By _____
Signature of Witness 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__.

NOTARY SEAL

_____ Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

Contract No. _____

Rev. 4-19-11

County _____

**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 Witness

Signature of Member/Manager/Authorized Agent
Select appropriate title

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__.

NOTARY SEAL

Signature of Notary Public

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
_____ 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
_____ 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
_____ day of _____ 20____

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

Contract No. _____

Rev. 4-19-11

County _____

**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

NOTARY SEAL

_____ day of _____ 20__.

_____ Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

Contract No. _____

Rev. 4-19-11

County _____

**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__.

NOTARY SEAL

Signature of Notary Public

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.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:

NAME OF BIDDER:

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation as:

Name of MBE/WBE/DBE Subcontractor _____

Address _____

City _____ State _____ Zip _____

Please check all that apply:

Minority Business Enterprise (MBE) _____

Women Business Enterprise (WBE) _____

Disadvantaged Business Enterprise (DBE) _____

The MBE /WBE /DBE status of the above named subcontractor is certified by the North Carolina Department of Transportation. The above named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the "attached" MBE/WBE/DBE Commitment Items sheet. Amount \$ _____

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

Affirmation

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

Name of MBE/ WBE/ DBE Subcontractor

Name of Bidder

Signature / Title

Signature / Title

Date

Date

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION BID FORM

WBS ELEMENT: 45436.1.1

BRIDGE: #MP SFC 16.3

DESCRIPTION: Bridge Painting and Structural Steel Repair

COUNTY: Gaston

LINE	ITEM NUMBER	SECT	DESCRIPTION	QTY.	UNIT	UNIT BID	AMOUNT BID
1	0000100000-N	800	MOBILIZATION	LS	1		
2	8296000000-N	SP	POLLUTION CONTROL	LS	1		
3	8860000000-N	SP	GENERIC STRUCTURE ITEM - UNDER STRUCTURE WORK PLATFORM	LS	1		
4	8860000000-E	SP	GENERIC STRUCTURE ITEM - PAINTING PLATE GIRDERS OF BRIDGE #MP SFC 16.3	LS	1		
5	8860000000-N	SP	GENERIC STRUCTURE ITEM - PAINTING TRUSS OF BRIDGE #MP SFC 16.3	LS	1		
6	8860000000-N	SP	GENERIC STRUCTURE ITEM - CLEANING, LUBRICATING AND PAINTING EXISTING BEARINGS	LS	1		
7	8860000000-N	SP	GENERIC STRUCTURE ITEM - DOCUMENTATION OF BEARING REPAIR	LS	1		
8	8889000000-E	SP	GENERIC STRUCTURE ITEM - STRUCTURAL STEEL REPAIR, APPROX. LBS	930	LB		
9	8897000000-N	SP	GENERIC STRUCTURE ITEM - RIVET REMOVAL AND REPLACEMENT WITH BOLT	160	EA.		

NOTE: CONTRACT QUANTITIES ARE APPROXIMATE AND USED FOR DETERMINING THE LOWEST RESPONSIBLE BIDDER ONLY. NO MINIMUM OR MAXIMUM AMOUNT OF WORK IS GUARANTEED

TOTAL BID FOR PROJECT: _____

MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
PO Box 47
SHELBY, NC 28151-0047

TELEPHONE: 704-480-2080
FAX: 704-480-5438

WEBSITE: WWW.DOH.DOT.STATE.NC.US

LOCATION:
SHELBY DISTRICT OFFICE
1702 E. MARION STREET
SHELBY, NC 28152

The bidder also acknowledges receipt of the following addenda which shall be considered as part of the specifications

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

CONTRACTOR _____

ADDRESS _____

Federal Identification Number _____ Contractors License Number _____

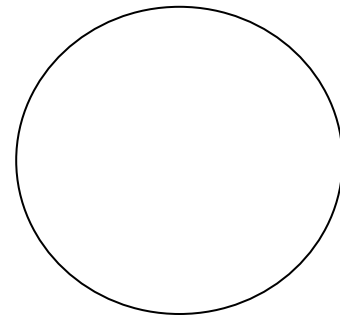
Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____

Corporate Seal



THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2012.

Reviewed by _____ *(date)* _____

Accepted by NCDOT _____ *Division Engineer* _____ *(date)* _____

MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
PO Box 47
SHELBY, NC 28151-0047

TELEPHONE: 704-480-2080
FAX: 704-480-5438
WEBSITE: WWW.DOH.DOT.STATE.NC.US

LOCATION:
SHELBY DISTRICT OFFICE
1702 E. MARION STREET
SHELBY, NC 28152

Contract No. _____
County _____

Rev. 4-19-11

STATE OF NORTH CAROLINA

BID BOND

Principal: _____
Name of Principal Contractor

Surety: _____
Name of Surety

Contract Number: _____ County: _____

Date of Bid: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the Department of Transportation in the full and just sum of five (5) percent of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the proposal, and if the Board of Transportation shall award a contract to the Principal, the Principal shall, within fourteen (14) calendar days after written notice of award is received by him, provide bonds with good and sufficient surety, as required for the faithful performance of the contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal requests permission to withdraw his bid due to mistake in accordance with the provisions of Article 103-3 of the *Standard Specifications for Roads and Structures*, the conditions and obligations of this Bid Bond shall remain in full force and effect until the Department of Transportation makes a final determination to either allow the bid to be withdrawn or to proceed with award of the contract. In the event a determination is made to award the contract, the Principal shall have fourteen (14) calendar days to comply with the requirements set forth above. In the event the Principal withdraws its bid after bids are opened except as provided in Article 103-3, or after award of the contract has been made fails to execute such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the bid bond shall be immediately paid to the Department of Transportation as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

This the _____ day of _____, 20 _____

Surety

By _____
General Agent or Attorney-in-Fact Signature

Seal of Surety

Print or type Signer's Name

Contract No. _____
County _____

Rev. 4-19-11

BID BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Full name of Corporation

Address as prequalified

By _____
Signature of **President, Vice President, Assistant Vice President**
Select appropriate title

Print or type Signer's name

Affix Corporate Seal

Attest _____
Signature of **Secretary, Assistant Secretary**
Select appropriate title

Print or type Signer's name

Contract No. _____
County _____

Rev. 4-19-11

BID BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Full name of Firm

Address as prequalified

**Signature of Member/
Manager/Authorized Agent**

Individually

Print or type Signer's name

Contract No. _____
County _____

Rev. 4-19-11

BID BOND

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Individual Name

Trading and doing business as

Full name of Firm

Address as prequalified

Signature of Contractor

Individually

Print or type Signer's name

Signature of Witness

Print or type Signer's name

Contract No. _____
County _____

Rev. 4-19-11

BID BOND

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

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

Contract No. _____
County _____

Rev. 4-19-11

BID BOND
PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

Full name of Partnership

Address as prequalified

By _____
Signature of Partner

Print or type Signer's name

Signature of Witness

Print or type Signer's name

