

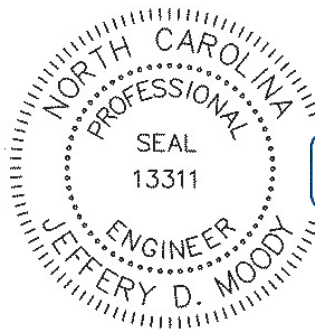


**STANDARD SPECIFICATIONS
and
CONTRACT DOCUMENTS**

For

**BRIARCLIFF AREA SIDEWALK IMPROVEMENTS
PROJECT**

**NCDOT TIP PROJECT NO. C-5531
AWCK PROJECT NO. 14530B**



DocuSigned by:

Jeffery D. Moody

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6/12/2018 5:21:14 PM EDT

June 12, 2018

SET NO. _____



alley, williams, carmen, & king, inc.
CONSULTING ENGINEERS
FIRM LICENSE No. F-0203
120 SOUTH MAIN STREET P. O. BOX 1248
KANNAPOLIS, NC 28082 704/938-1515

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ADVERTISEMENT FOR BIDS

The Town of Mooresville will receive sealed bids for the following project:

PROJECT: Briarcliff Road Area Sidewalk Improvements

TIP PROJECT NUMBER: C-5531

BID DATE AND TIME: September 20, 2018 at 2:00 p.m.

BID OPENING LOCATION: Town of Mooresville, Public Operations Building
2523 Charlotte Highway, Mooresville, NC

PROJECT DESCRIPTION: The work will consist of constructing complete in place approximately 9,500 linear feet of 5' concrete sidewalk, 7,500 linear feet of curb and gutter, street widening, milling of pavement, 23,700 square yards of asphalt overlay, grading and associated storm drainage on White Oaks Road, Bellingham Drive, Briarcliff Road, Whispering Oaks Court and Kistler Farm Road in the Town of Mooresville.

Contract documents, including Drawings and Technical specifications, are available for viewing in the Town of Mooresville Public Operations Building at 2523 Charlotte Highway, the AGC Builders Exchange, and the Dodge Plan Room. Full copies of the documents may be obtained from **Duncan Parnell** (www.dpibidroom.com). **NOTE THAT PROSPECTIVE BIDDERS MUST PURCHASE CONTRACT DOCUMENTS THROUGH DUNCAN PARNELL DIRECTLY, NOT THROUGH DODGE OR AGC, IN ORDER TO BE CONSIDERED AN OFFICIAL PLANHOLDER.**

NCDOT Funding - This project is being partially funded through the North Carolina Department of Transportation. Note that this is *not* considered part of the American Recovery and Reinvestment Act.

Bid Security - If the bid does not equal or exceed \$300,000, a bid security is not required. A bid security in the amount of five percent (5%) of the contract sum must be submitted with each bid. The bid security will be in the form of cash, a cashier's check or a certified check from a bank or trust company insured by the Federal Deposit Insurance Corporation made payable to the order of the Town of Mooresville. In lieu of making a cash deposit, the bidder may submit a bid bond executed by a corporate surety licensed in North Carolina to execute such bonds.

Contractor's License – 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. For contracts \$30,000 or more, except for certain specialty work as determined by the licensing board, bidders are required to become licensed by the NC Licensing Board. Non-Licensed bidders are permitted 60 days after bid opening to obtain proper licensing for the type of project being let. Bidders shall also comply with all other applicable laws regulating the practices of electrical, plumbing, heating and air

conditioning and refrigeration contracting as contained in chapter 87 of the General Statutes of North Carolina.

Contractors are also required to be pre-qualified to provide services to the NCDOT. In order to be a prime contractor the firm must self-perform at least 40% of the total contract per NCDOT specification 108-6.

The Town of Mooresville requires that all Contractors performing landscaping work be registered with N.C. Landscape Contractors Registration Board in accordance with chapter 89-D of the N C General Statutes.

ADA Compliance – A qualified interpreter for the hearing impaired is available upon request at least 10 (ten) days in advance of the bid opening date. Please call the Public Services Department at (704) 663-7282 for more information.

Drug Free Workplace - The Town has adopted a policy requiring Town construction and service Contractors to provide a drug-free workplace in the performance of any Town contract.

Non-Discrimination Policy - Bidders will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, or veteran's status.

Bids may be held by the Town of Mooresville for a period not to exceed sixty (60) days from the date of the bid opening for the purpose of reviewing bids and investigating qualifications of bidders. The Town also reserves the right to reject any and all proposals and to waive informalities or technicalities as it may deem to be in its best interest.

The proposal book provided by the Town of Mooresville will be used and will not be taken apart or altered. All bids will be placed in a sealed envelope having the Bidder's name, address, North Carolina General Contractor's License Number, and the statement "**BID FOR Briarcliff Road Area Sidewalk Improvements," TIP PROJECT NUMBER C-5531. DO NOT OPEN UNTIL September 20, 2018**".

FOR INFORMATION REGARDING THIS PROJECT DURING THE BID PHASE CONTACT:

Jonathan Young, P.E.
Town of Mooresville
2523 Charlotte Highway
Mooresville NC 28115
Phone: 704-799-4065
Email: jyoung@mooresvillenc.gov

INSTRUCTION TO BIDDERS

1. DEFINED TERMS: Terms used in these Instructions to Bidders which are defined in the General Conditions of the Contract Documents have the meanings assigned to them in the General Conditions. All terms used in these Instructions to Bidders are applicable to both the singular and plural forms.

2. CONTRACT FORMS: Included in the Contract Documents are a complete set of Contract forms which are for the convenience of the bidders and are not to be detached from the contract documents.

3. INSPECTION OF SITE: Before preparing bids, all qualified bidders should visit all aspects of the project site and familiarize themselves on the proposed construction installation. The bidder should also satisfy themselves by testing the existing characteristics and quality of surfaces and subsurface materials to be encountered.

Any failure by the Bidder to acquaint him or herself with the conditions affecting the work or the Invitation To Bid shall not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work nor entitle him or her to payments other than as set out in the contract price. The Town assumes no responsibility for any conclusions or interpretations made by Bidders on the basis of information made available by the Town.

4. QUALIFICATIONS OF BIDDERS: To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after Bid opening upon Owner's request written evidence, such as financial data, previous experience, present commitments and other such data. The Owner reserves the right to reject any Bid if the evidence submitted fails to satisfy the Owner that the Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

5. BIDS: All bids shall be submitted at the time/place indicated in the Advertisement and shall be filled out on the forms supplied by the Owner which are subject to the requirements of the Contract Documents. Each Bidder will clearly state on the correct forms his/her name, address, North Carolina contracting license number, project name and project number. All bids shall be addressed to the Town of Mooresville, 2523 Charlotte Highway, Mooresville, NC 28117.

Bidders must initial each alteration made on the bid form before submission guaranteeing authenticity.

Bidders shall be solely responsible for ensuring that their bids are properly received before the date and time established for the bid opening. Any bid received after the time and date specified, regardless of the mode of delivery, shall not be considered

6. OPENING OF BIDS: Bids will be opened and read aloud publicly at the place established in the Advertisement. The date, time, and place of the bid opening may be changed by the Engineer by addendum and issued to all prospective bidders prior to the

scheduled bid opening. Bidders and/or their authorized agents, and any other interested parties are invited to attend the opening.

7. INTERPRETATION OF ADDENDA: No oral interpretation will be given to any bidder as to the meaning of the Contract Documents or any part thereof. All questions about the meaning or intent of these documents are to be directed to the Engineer. Interpretations and clarifications in response to such questions will be issued by Addenda and mailed or delivered to all parties in possession of Contract Documents, but it shall be the responsibility of each Bidder to make inquiry as to the meaning of such Addenda. All such Addenda shall become part of the Contract, and all bidders shall be bound by such Addenda, whether or not received by the bidders.

8. WITHDRAWAL OF BIDS: Any Bid may be withdrawn in accordance to NCDOT Standard Specification section 103-3.

9. AWARDING OF CONTRACT: In addition to NCDOT Standard Specification section 102-14, the Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Other discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

In evaluating Bids, Owner will consider the qualification of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, safety history, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

10. BID SECURITY: If the bid does not equal or exceed \$300,000, a bid security is not required. Each bid must be accompanied by a deposit equal to five percent (5%) of the total amount of the bid or bids, and may consist of cash, a cashier's check or a certified check drawn on a Bank or Trust Company authorized to do business in North Carolina. Whichever form the Bidder wishes to use, it must be submitted in order to show a

guarantee that the contract will be performed if awarded and that the performance bond and payment bond, each equal to one-hundred percent (100%) of the bid, will be executed.

The Bid deposit of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required performance and payment bonds and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required performance and payment bonds within ten (10) business days after the Notice of Award, Owner may annul the Notice of Award and the Bid deposit of that Bidder will be forfeited. The Bid deposit of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until earlier of the 10th day after the Effective Date of the Agreement, whereupon Bid deposit furnished by such Bidders will be returned. Bid deposit with Bids which are not competitive will be returned within 10 days after the Bid opening.

11. EXECUTION OF AGREEMENT: Bidder shall execute and deliver to the Owner the Agreement set forth in the Contract Documents with all other written attachments within ten (10) business days after being given the Notice of Award. If Bidder unsuccessfully executes these requirements then Owner may at his/her option consider the Bidder in default, in which case the Bid bond accompanying the proposal shall become the property of the Owner.

The Owner within ten (10) business days of receipt of acceptable performance bond, payment bond and Agreement signed by the Successful Bidder shall sign the Agreement and return to such party an executed duplicate of the Agreement. If the Owner does not execute the Agreement within such period, the Bidder may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

12. INTERPRETATION OF PLANS AND SPECIFICATIONS: Anything mentioned in the Specifications and not shown on the Drawings or vice versa shall be of like effect as if shown on or mentioned on both. In cases of difference between both, the Specifications shall govern. All such discrepancies shall be immediately submitted to the Engineer, without whose decision, said discrepancy(s) shall not be adjusted by the Contractor, save only at his own risk and expense.

13. SUBCONTRACTORS AND SUPPLIERS: If the Bidding Documents require the identity of certain Subcontractors, Suppliers, and other individuals or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within 3 days after the Bid opening submit to Owner the List of Subcontractors, completed with names of all such Subcontractors, Suppliers, and other individuals and entities proposed for those portions of the Work for which such identification is required. The list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If, after due investigation, Owner or Engineer has reasonable objection to any proposed Subcontractor, Supplier, or other individual or entity, Owner may, before the Notice of

Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid.

If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing his/her Bid security. Any Subcontractor, Suppliers, individuals and organizations listed and to whom Owner or Engineer does not make written objection prior to the effective date of the Agreement will be deemed acceptable to Owner and Engineer.

All Subcontractors shall be a licensed contractor in the State of North Carolina.

Subcontractors are also required to be pre-qualified to provide services to the NCDOT.

14. NON-COLLUSIVE BIDDING: In accordance with Section 112(c) of Title 23 USC, and G.S. 75-5(b) (7) of the State of North Carolina, Bidders, by submission and execution of this bid, certifies that they have not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding connection with their bids on this project.

15. DISADVANTAGED-OWNED OUTREACH PLAN AND GUIDELINES: All bidders shall comply with all applicable sections of the NCDOT's Disadvantaged-Owned Outreach Plan and Guidelines, a copy of which can be found in these specifications, and shall complete all required forms.

16. COMPLIANCE WITH E-VERIFY REQUIREMENTS: Contractor certifies that it is in compliance with all applicable provisions of Article 2, Chapter 64 of the North Carolina General Statutes, which generally provides that each contractor and subcontractor shall verify the work authorization of the employee through E-Verify. This certification is a material representation of fact upon which reliance is placed when this transaction is made or entered into. Further, contractor agrees to execute an affidavit, approved by the town, evidencing its compliance with this requirement

Contractor agrees that during the term of this Agreement it shall comply and shall require all subcontractors to comply with any and all applicable provisions of Article 2, Chapter 64 of the North Carolina General Statutes, and Contractor agrees to incorporate in all further contracts or subcontracts for the Project a provision requiring compliance with Article 2, Chapter 64 of the North Carolina General Statutes.

17. COMPLIANCE WITH IRAN DIVESTMENT ACT: Contractor certifies that it is in compliance with all applicable provisions of the North Carolina General Statutes 147-59, which generally provides that each contractor must not utilize any subcontractor found on the State Treasury's Final Divestment List.

BID FORM

Briarcliff Area Sidewalk Improvements Project

ITEM NO.	SECT NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	800	Mobilization	1	LS		
2	801	Construction Surveying	1	LS		
3	SP-1	Rock Removal	500	CY		
4	SP-2	Select Materials	500	TON		
5	226	Grading	1	LS		
6	226	Undercut Excavation	300	CY		
7	270	Geotextile for Soil Stabilization	100	SY		
8	300	Foundation Conditioning Material, Minor Structures	400	TN		
9	300	Foundation Conditioning Material, Headwalls	250	TN		
10	300	Foundation Conditioning Geotextile	1,350	SY		
11	310	15" RC PIPE CULVERTS, CLASS III	2,130	LF		
12	310	18" RC PIPE CULVERTS, CLASS III	2,275	LF		
13	310	24" RC PIPE CULVERTS, CLASS III	15	LF		
14	310	30" RC PIPE CULVERTS, CLASS III	140	LF		
15	310	36" RC PIPE CULVERTS, CLASS III	535	LF		
16	310	4" PVC PIPE CULVERTS, SCHEDULE 40	30	LF		
17	310	15" Pipe End Section, Std. 310.02	1	EA		
18	SP-3	15" Flared End Section, Mooresville Std. D-3.0A, D-3.0B (FES)	1	EA		
19	SP-3	18" Flared End Section, Mooresville Std. D-3.0A, D-3.0B (FES)	3	EA		
20	SP-4	Remove Existing Storm Drainage Pipe	3,565	LF		
21	SP-5	Remove Existing Storm Drainage Structure	18	EA		
22	450	HP12 Steel Pile	2,400	LF		
23	SP-6	Cast-in-Place Reinforced Concrete Headwall	2	EA		
24	SP-7	Temporary Shoring	1,765	SF		
25	SP-8	Stream Diversion with Impervious Dikes	1	LS		
26	545	Incidental Stone Base	300	TN		
27	607	Milling Asphalt Pavement, 1.5" Depth	13,550	SY		
28	610	Asphalt Concrete Base Course, Type B25.0B	2,060	TN		
29	610	Asphalt Concrete Intermediate Course, Type I19.0B	700	TN		
30	610	Asphalt Concrete Intermediate Course, Type I19.0B (Leveling Course)	600	TN		
31	610	Asphalt Concrete Surface Course, Type S9.5B	2,200	TN		
32	620	Asphalt Binder for Plant Mix	350	TN		
33	SP-9	Asphalt Driveway Repair	30	SY		

34	SP-10	Masonry Drainage Structure, Std. 840.01 (CB), Std. 840.15 (DI), Std. 840.32 (JB)	34	EA		
35	SP-10	Masonry Drainage Structure, Std. 840.01 (CB), Std. 840.15 (DI), Std. 840.32 (JB)	100	LF		
36	SP-10	Masonry Drainage Structure, JB (Std. 840.52)	1	EA		
37	SP-10	Masonry Drainage Structure, JB (Std. 840.52)	5	LF		
38	SP-11	Offset Catch Basin	11	EA		
39	840	Frame with Grate and Hood, Std. 840.03	36	EA		
40	840	Frame with Grate, Std. 840.16	6	EA		
41	840	Frame with Cover, Std. 840.54	15	EA		
42	840	Pipe Collars	1	CY		
43	846	2'-6" Concrete Curb and Gutter	4,350	LF		
44	SP-12	2'-6" Residential Curb and Gutter (Mooresville Std. R-10.0)	3,100	LF		
45	848	4" Concrete Sidewalk	4,200	SY		
46	848	6" Concrete Driveway	1,550	SY		
47	848	6" Concrete Driveway (Driveway Turnout)	1,400	SY		
48	848	Concrete Curb Ramps	24	EA		
49	858	Adjustment of Water Valve Boxes	15	EA		
50	858	Adjustment of Water Meter Boxes	37	EA		
51	858	Adjustment of Manholes	8	EA		
52	859	Convert Existing Drop Inlet to Junction Box with Manhole	2	EA		
53	867	48" Chain Link Fence Reset (Parcel 68)	170	LF		
54	867	48" Woven Wire Fence Reset (Parcels 18, 69)	350	LF		
55	867	36" Woven Wire Fence Reset (Parcel 55)	100	LF		
56	867	48" Wooden Split Rail Fence Reset (Parcel 55)	100	LF		
57	867	48" Wooden Slat Fence Reset (Parcels 16, 56)	300	LF		
58	867	Hot Wire Fence Reset (Electric)	250	LF		
59	SP-13	Temporary 48" Woven Wire Fence	150	LF		
60	SP-14	Sawcut Existing Pavement	10,000	LF		
61	SP-15	Galvanized Steel Pipe Safety Rail	275	LF		
62	1205	Thermoplastic Pavement Marking Lines (4", 90 mils)	300	LF		
63	1205	Thermoplastic Pavement Marking Lines (4", 120 mils)	100	LF		
64	1205	Thermoplastic Pavement Marking Lines (24", 120 mils)	150	LF		
65	1205	Thermoplastic Pavement Marking Character (120 mils)	3	EA		
66	1515	Relocate Water Meter	10	EA		
67	1515	Relocate Fire Hydrant	7	EA		
68	SP-16	Relocate Sanitary Sewer Clean-Out	2	EA		
69	1605	Temporary Silt Fence	7,500	LF		

70	1631	Matting for Erosion Control	100	SY		
71	SP-17	Seeding and Mulching	1	LS		
72	SP-18	Traffic Control	1	LS		
73	SP-19	Sidewalk Closure Signs	4	EA		
74	SP-20	Rock Inlet Sediment Trap Type 'C' Std. 1632.03	60	EA		
75	SP-21	Gravel Bag Throated Curb Inlet Protection	5	EA		
76	SP-22	Silt Bag Inlet Sediment Control Device	36	EA		
77	SP-23	Rip Rap, Class 2	300	TN		
78	SP-24	Preformed Scour Hole with Level Spreader Aprons	3	EA		
79	SP-25	Wattle	150	LF		
80	SP-26	Tree Protection Barrier/Fence	150	LF		
81	SP-27	Replace Brick Paver Walkway	20	SY		
82	SP-28	Adjustment of Irrigation Components, Rotary Spray Head	6	EA		
83	SP-28	Adjustment of Irrigation Components, Spray Heads	6	EA		
84	SP-28	Adjustment of Irrigation Components, Control Valve	3	EA		
85	SP-28	Adjustment of Irrigation Components, 3/4" PVC Pipe	150	LF		
86	SP-28	Adjustment of Irrigation Components, Funny Pipe	150	LF		
87	SP-29	Gravel Driveway Repair	100	TN		
					Total Bid	

Contract quantities are approximate and used to determine responsive low bidders only. No minimum or maximum amount or work is guaranteed under this contract.

TOTAL BID (WORDS): _____
 _____ Dollars

Contractor: _____

Street Address: _____

City, State, Zip: _____

Contractor's License Number: _____

Signature of Responsible Party: _____ Date: _____

Signature of Witness: _____ Date: _____

Acknowledgement of Addenda: _____

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.*

STATEMENT FOR EXCLUSION OF THE REQUIREMENT TO MAINTAIN WORKERS' COMPENSATION INSURANCE

North Carolina

Re: Contract/Project Name or Number _____

Iredell County

The North Carolina Workers' Compensation Act requires that all businesses which employ three or more employees (NC General Statute 97-2), including those operating as corporations, sole proprietorships, limited liability companies and partnerships, obtain workers' compensation insurance or qualify as self-insured employers for purposes of paying workers' compensation benefits to their employees.

An employer is not relieved of its liability under the North Carolina's Workers' Compensation Act by calling its employees "independent contractors." Even if the employer refers to its workers as independent contractors and issues a Form 1099 for tax purposes, the Industrial Commission may still find that the workers were in fact employees, based upon its analysis of several factors, including but not limited to the degree of control exercised by the employer over the details of the work.

The Town of Mooresville requires all contractors working for the Town to provide evidence of Workers' Compensation insurance coverage unless excluded from coverage under North Carolina Law.

By signing this form, I certify on behalf of the contractor named below, that such contractor is not required to carry Workers' Compensation insurance as required under North Carolina law.

This the _____ day of _____, 20____.

Official or person authorized to sign for Contractor

Printed Name of Official or Person

Name of Contractor

_____ County, North Carolina

I certify that _____ personally appeared before me this day, and acknowledged to me that he or she signed the foregoing document.

This the _____ day of _____, 20____.

Notary Public

Printed Name of Notary Public

My commission expires: _____

E-VERIFY AFFIDAVIT

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF IREDELL

NOW COMES Affiant, first being sworn, deposes and says as follows

1. I have submitted a bid for contract or desire to enter into a contract with the Town of Mooresville.

2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which one that applies):

After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

I employ less than twenty-five (25) employees in the State of North Carolina.

3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (I have marked which one that applies; if neither one applies, I have marked "NA" to indicate that there will be no subcontractors employed as a part of this bid and/or contract):

NA

After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or

Employs less than twenty-five (25) employees in the State of North Carolina.

Specify subcontractor: _____

This the _____ day of _____, 20____.

Affiant

Sworn to and subscribed before me, this the _____ day of _____, 20____.

[OFFICIAL SEAL] _____, Notary Public

My Commission Expires: _____

IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59

Name of Vendor or Bidder: _____

As of the date listed below, the contractor, vendor or bidder listed above and all subcontractors utilized by the contractor, vendor or bidder listed above, is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.55.

The undersigned hereby certifies that he or she is authorized by the contractor, vendor or bidder listed above to make the foregoing statement.

Signature Date

Printed Name Title

Notes to persons signing this form:

N.C.G.S. 147-86.59 requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 147-86.59 requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer’s Final Divestment List.

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address www.nctreasurer.com/Iran and will be updated every 180 days.



**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

**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, 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 _____ By _____
Secretary/Assistant Secretary President/Vice President/Assistant Vice President
Select appropriate title *Select appropriate title*

_____ Print or type Signer's name

_____ Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

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

_____ Signature of Notary Public

Of _____ County

State of _____

My Commission Expires _____

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

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, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

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

SIGNATURE OF CONTRACTOR

_____ Full Name of Firm

_____ Address as Prequalified

_____ Signature of Manager _____
Witness's Signature Individually

_____ Print or type Signer's name _____
Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

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

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, 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 venturers 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: _____

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, 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: _____

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, 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: _____

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, 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: _____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Municipality if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Municipality, 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 Municipality project representative.
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 Municipal contracts, unless authorized by the Municipality.
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 Municipality, 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 Municipality 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.

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20__ by and between the Town of Mooresville, hereinafter called "OWNER" and _____, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the **Briarcliff Road Area Sidewalk Improvements.**

2. The CONTRACTOR will furnish all of the materials, supplies, tools equipment, labor and other services necessary for the construction and completion of the project described herein.

3. The CONTRACTOR will commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will complete the same within 365 calendar days unless the period for completion is extended otherwise by the Contract Documents. The CONTRACTOR further agrees to pay as liquidated damages, the sum of \$1,000 for each consecutive calendar day ***that the CONTRACTOR fails to complete the WORK indicated***, thereafter.

4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms herein for the sum of \$_____ or as shown in the Bid Proposal.

5. The term "Contract Documents" means and includes the following:

- a. Advertisement for Bid
- b. Instructions to Bidders
- c. Bid
- d. Exclusion of Requirement to Maintain Workers Compensation Insurance
- e. E-Verify Affidavit
- f. Execution of Bid
- g. Agreement
- h. Performance Bond
- i. Payment Bond
- j. Insurance Certificate
- k. Certificate of Owner's Attorney
- l. General Conditions
- m. Project Special Provisions
- n. Addenda

Addendum No. 1, Dated September 12, 2014

o. Drawings prepared by Alley, Williams, Carmen & King, Inc. and numbered Job Number 14530B Sheets 1 to 41 & TCP-1 to TCP-4 and dated December 6, 2016.

p. Drawings prepared by Engineered Concepts and numbered Job Number 14530 Sheets S-1 to S-5 and dated October 8, 2015.

6. The OWNER will pay to the CONTRACTOR in the manner and such times as set forth in the General Conditions such amounts as required by the Contract Documents.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three counterparts, each of which shall be deemed an original on the date first above written.

CONTRACTOR:

ATTEST:

By _____

Name _____

Name _____

Title _____

Title _____

(Seal)

OWNER:

ATTEST:

TOWN OF MOORESVILLE _____

By _____

Name _____

Name _____

Title Town Clerk _____

Title _____

(Seal)

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act.

Finance Director

Town of Mooresville, North Carolina

PERFORMANCE BOND

Date of Performance Bond Execution: _____

Name of Principal Contractor: _____

Name of Surety: _____

Name of Contracting Body: _____

Amount of Bond: _____

Contract ID No.: _____

County Name: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount 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.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

Print or type Surety Company Name

By

Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Fact

Signature of Witness

Print or type Signer's name

Address of Attorney-in-Fact

CONTRACT PERFORMANCE 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 PERFORMANCE BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Full name of Firm

Address as prequalified

By:

Signature of Member, Manager, Authorized Agent

Select appropriate title

Print or type Signer's name

CONTRACT PERFORMANCE 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 PERFORMANCE 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 PERFORMANCE 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

CONTRACT PERFORMANCE BOND

JOINT VENTURE (2) OR (3)

SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. On Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *NCDOT Standard Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(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

CONTRACT PERFORMANCE BOND

Attach certified copy of Power of Attorney to this sheet

PAYMENT BOND

Date of Payment Bond Execution _____

Name of Principal Contractor _____

Name of Surety: _____

Name of Contracting Body: _____

Amount of Bond: _____

Contract ID No.: _____

County Name: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount 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.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACT PAYMENT BOND

Affix Seal of Surety Company

Print or type Surety Company Name

By

Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Fact

Signature of Witness

Print or type Signer's name

Address of Attorney-in-Fact

CONTRACT PAYMENT 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 PAYMENT BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Full name of Firm

Address as prequalified

By:

Signature of Member, Manager, Authorized Agent

Select appropriate title

Print or type Signer's name

CONTRACT PAYMENT 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 PAYMENT 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 PAYMENT 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

CONTRACT PAYMENT BOND

JOINT VENTURE (2) or (3)

SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. On Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *NCDOT Standard Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(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

CONTRACT PAYMENT BOND

Attach certified copy of Power of Attorney to this sheet

**STATE OF NORTH CAROLINA
TOWN OF MOORESVILLE
MOORESVILLE, NC**

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 **Town of Mooresville** 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 **Town of Mooresville** 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 **Town of Mooresville** 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 **Town of Mooresville** 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

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

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

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

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

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

BID BOND
JOINT VENTURE (2 or 3)
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(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

INSURANCE CERTIFICATE

(to be attached)

CERTIFICATE OF OWNER'S ATTORNEY

The undersigned as the duly authorized attorney for the Owner does hereby certify that: I have examined the Contract, the surety bond(s), and the policies or other evidence of insurance coverage, and in the manner of execution thereof. In my opinion said surety bond(s) and insurance coverage are in compliance with the Contract and are adequate in form, substance, and amount to protect the various interests of the Owner in connection with the Contract. I am of further opinion that the Contract, the said surety bond(s) and policies or other evidence of insurance coverage have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authorization to execute said agreements on behalf of the respective parties named thereon; and that each of the aforementioned agreements constitutes valid and legally bonding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Steve Gambill, Town Attorney
Town of Mooresville

Dated:

GENERAL CONDITIONS

In the event of conflict between these General conditions and any other provision of the contract documents, these General Conditions shall prevail unless such other provision expressly provides to the contrary.

1. **DEFINITIONS:** Whenever the following words are written in the Contract Documents, in any of the contract documents, or in the plans, the intended significance (singular or plural) shall be as follows:

ADDENDA: Written documents issued prior to the opening of Bids, which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

AGREEMENT: The written document, which is evidence of the agreement between the Owner and Contractor for the work.

ADDITIONAL WORK: Work found necessary by the Engineer to complete the work contemplated by the contract and for which payment is not provided by the unit prices or lump sum prices in the contract. Additional work shall not be work, which, in terms of the Advertisement for Bids, is incidental to work for which there is a contract unit price or lump sum price in the contract.

BID: The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

BID FORM: The approved prepared form on which the bidder is to, or has submitted his Bid for the contemplated work.

BIDDER: Any individual, firm, partnership, or corporation submitting a bid for the work contemplated.

BOARD: The Mayor, and the Town Board of Commissioners of the Town of Mooresville, North Carolina

CHANGE ORDER: A document recommended by the Engineer, which is signed by the Contractor and Town and authorizes an addition, deletion, or revision in the work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract.

CONTRACT: The executed agreement between the Town of Mooresville and the successful bidder, covering the performance of the work, the furnishing of all materials, equipment and/or apparatus, and the compensation thereof.

The term Contract is all-inclusive and shall specifically include, but not be limited to the bid form, the printed contract form and all attachments thereto, the contract bonds, the plans, standard detail drawings, the specifications and all supplemental specifications thereto, the

project special provisions and the pay item descriptions, and all executed change orders and work orders, all of which shall constitute one instrument. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

CONTRACT PERIOD: The time fixed for performance and completion of the contract set by the Engineer in the Notice to Proceed and any time extensions allowed by the Engineer and approved by the Town.

CONTRACT PRICE: Same as total bid price. The Contract Price shall be the correct total price obtained by adding together all items in the bid form, including authorized alternates to those items for which a Bid amount has been awarded. The Contract Price shall be approved and awarded by the Town Council.

CONTRACTOR: Any individual, firm, partnership, or corporation with whom the Owner has entered into the Agreement.

EASEMENT: The area that has been acquired for the location, installation and maintenance of the public or private utility, roadway, drainage facility, sewer line or water line. The bounds of the easement are shown and defined on the plans.

EFFECTIVE DATE: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

EXTRA ITEMS: Anything added by the Town as an additional line item that is covered by the contingency or does not increase the amount of the Contract.

ENGINEER: The Director of Engineering for the Town of Mooresville, North Carolina, duly authorized by the Town Manager, acting directly or through an assistant or other representative duly authorized, by whom all explanations and directions necessary for the satisfactory prosecution and completion of the work will be given.

FIELD ORDER: A written order issued by the Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Time.

INSPECTOR: An authorized representative of the Engineer, assigned to make any and all necessary inspections of the work performed and materials furnished by the Contractor. The Inspector is not authorized to approve or direct any changes in the work including adjustments in unit quantities.

LABORATORY: The official laboratory designated or employed by the Contractor with the approval of the Engineer.

LUMP SUM PRICE: The amount bid for a lump sum item, which has been included by the Contractor in his bid form.

NOTICE TO PROCEED: A written notice to the Contractor of the date on or before which he shall begin the prosecution of work to be done under the contract.

“OR EQUAL” CLAUSE: The name of a certain brand, make, or definite specification is to denote the quality standard of the article desired, but does not restrict bidders to the specific brand, make or manufacturer named. It is to set forth and convey to prospective bidders the general style, type, character, and quality of the article desired. Wherever the words “or equal” appear in the specifications, they shall be interpreted to mean an item of material or equipment equivalent to that named and which is suited to the same use and capable of performing the same function as that named.

OWNER: Town of Mooresville, North Carolina

PLANS: All drawings, or reproductions of drawings that pertain to the construction under the contract.

RESPONSIBLE BIDDER: A duly licensed bidder who maintains a permanent place of business; has adequate equipment, resources, and previous experience to do the work properly within the time limit specified; and has adequate financial status to meet his obligations contingent to the work.

RESPONSIVE BIDDER: A bidder whose bid conforms substantially to the Instruction to Bidders and submittal requirement of this project.

RIGHT-OF-WAY: The area that has been acquired for the location, installation and maintenance of a public or private utility, roadway, drainage facility, sewer line or water line. The bounds of the right-of-way are shown and defined on the plans.

SPECIFICATIONS: That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the work, and certain administrative requirements and procedural matters applicable to the work.

STANDARD DETAILS: Town of Mooresville’s Detail Drawings and North Carolina Department of Transportation (NCDOT) Standard Drawings.

STANDARD

SPECIFICATIONS: Town of Mooresville’s Land Development Standards and North Carolina Department of Transportation (NCDOT) Standard Specifications Manual.

SUBCONTRACTOR: Any individual, firm, partnership or corporation with whom a Contractor, with the written consent of the Engineer, sublets, assigns, or otherwise disposes of any part of the work covered by the contract.

SUCCESSFUL

BIDDER: The lowest, responsible and responsive Bidder to whom Owner (on the basis of evaluation as hereinafter provided) makes an award.

SUPPLIER: A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

SURETY: The corporate body, licensed to do business in the state of North Carolina, which is bound with and for the Contractor, which is primarily liable and which engages to be responsible for the Contractor for his acceptable performance of the work for which he has contracted and for his acceptable payment to subcontractors for the work covered by the contract.

SURETY BOND: The approved form of security furnished by the Contractor and his surety as a guaranty of good faith on the part of the Contractor to execute the work in accordance with the terms of the contract to pay subcontractors for the work covered by the contract and to execute his bid as submitted unless otherwise withdrawn in accordance to the Instruction To Bidders provisions.

TOWN: The Town of Mooresville, North Carolina

UNAUTHORIZED

WORK: Any work which may be done by the Contractor prior to the receipt of the Notice to Proceed, except work which has been approved in writing by the Engineer; work done beyond the lines and grades shown on the contract plans, or as given; or any additional work done without compliance with the provisions of this contract governing additional work; or any changes made within the scope of the work without compliance with the provisions of this contract governing such changes. All such work shall be considered unauthorized and shall be performed solely at the risk of the Contractor.

UNIT PRICE: The unit price per given unit of a line item submitted by the Bidder/Contractor in his bid form.

WORK: All completed construction required to be provided under the Contract Documents. Work involves all labor, services, and documentation necessary to develop such construction, and furnishing, installing, and incorporating all materials and equipment into such construction.

WORK ORDER: A written order authorizing the performance of an extra item, or additional units of an existing item.

2. **INTENT OF CONTRACT:** It is the intent of the Contract documents to explain the purpose of the complete project. The project is to be constructed in accordance with the Contract documents.

The Contractor shall perform all work in an efficient and workmanlike manner and in accordance with all data and details shown on the plans and specifications or as modified by written change orders, including the furnishing of new materials, implements, machinery, equipment, tools, supplies, transportation, labor, and all other things necessary to the

satisfactory prosecution and completion of the project in full compliance with the Contract Requirements.¹

3. PLANS AND SPECIFICATIONS: The approved plans and specifications will show the locations, details and dimensions of the work contemplated and the work shall be performed in strict accordance therewith except as the plans and/or specifications are modified by addenda or change orders. In case of a discrepancy, figured dimensions shall govern over scaled dimensions; standard details shall govern over standard specifications; plans shall govern over standard details and standard specifications; special provisions shall govern over plans, standard details and standard specifications.

In the event the Contractor discovers any discrepancies in the Contract Documents, he shall immediately notify the Engineer. The Engineer will then make corrections and interpretations as may be deemed necessary for fulfilling the intent of the contract. The Contractor shall take no advantage of any apparent error or omission in the plans or specifications.

The Contractor shall be provided three (3) sets of plans and specifications. These copies shall be available at the pre-construction conference. Any additional sets that the Contractor shall need can be paid at cost of printing.²

4. LAND AND RIGHTS-OF-WAY: The Town shall obtain such land encroachment and rights-of-way the Engineer deems necessary for the carrying out and for the completion of the work to be performed pursuant to the contract documents, unless otherwise directed in the Project Special Provisions of this contract and/or unless otherwise mutually agreed.

The Town shall provide to the Contractor, on the construction plans or otherwise, information which delineates and describes the lands owned and rights-of-way acquired.

The Contractor shall provide, at his own expense and without liability to the Town, any additional land and access thereto that he may deem necessary and/or desire for access, temporary construction facilities, or for storage of materials.³

5. SUBSURFACE INVESTIGATIONS: The Contractor shall be responsible to make his own subsurface investigations. Any information obtained by the Town as a result of its own subsurface investigations will be made available upon request. This information (when available) is provided for informational purposes only and shall not relieve the Contractor of making his own investigations. The Contractor shall obtain all necessary permits prior to making any pavement cuts on existing streets

Any provided subsurface condition reports or drawings shall not be considered part of the Contract Documents.⁴

6. EXISTING UNDERGROUND UTILITIES/FACILITIES: The Town has contacted all involved utility owners of the effect of this project on their respective utility. Construction plans

¹ Defined in NCDOT Section 104

² Defined in NCDOT Section 105-3 & 105-4

³ Defined in NCDOT Section 107-12 & 107-14

⁴ Defined in NCDOT Section 102-7

and anticipated construction schedules have been provided to the utility owners. Each utility owner will be requested to attend the preconstruction conference to discuss potential conflicts and their schedule for relocation where required. All adjustments or relocations will be made by the utility owner unless otherwise indicated in the Contract Documents.

The owners of utilities in this project could include but not be limited to:

Windstream Communications
Duke Power Company
Bellsouth Communications
Piedmont Natural Gas Company
 Mooresville Utility Department
American Telephone & Telegraph
Time Warner Cable
MI Connection
MCI Telecommunications
North Carolina Department of Transportation

The Contractor shall adhere to the provisions of 1985 Underground Damage Prevention Act North Carolina General Statutes 887 Chapter 785 Senate Bill 168 Article 3. To assist the Contractor and utility owners in meeting the requirements of this law, there is a "one call system" called "NC ONECALL".

Most major utilities with underground facilities in the State subscribe to this service. For calls originating within North Carolina, The NC ONECALL telephone number is 1-800-632-4949.

For calls originating outside of North Carolina, the number is (919) 855-5760. The Contractor shall include the cost of any coordination and cooperation of utilities in his bid.

No additional compensation shall be allowed for delays or inconveniences sustained by the Contractor due to utility relocation or adjustments. No additional payment will be made for re-mobilization required by the utility's failure to relocate utility at the request of the Contractor.

Where changes to utility facilities are to be made solely for the convenience of the Contractor, it shall be the Contractor's responsibility to arrange for such changes, and the Contractor shall bear all costs of such changes.

The Owner will not assume nor accept any responsibility for charges assessed by private or public utility companies or from the NC Department of Transportation for damages sustained to their property by virtue of action on the part of the Contractor, nor for such charges as may be imposed by the utility or Department of Transportation for personnel to furnish field location of the facility. All such costs are to be borne by the Contractor.

7. HAZARDOUS ENVIRONMENTAL CONDITION AT SITE: When a hazardous environmental condition is encountered on the project site the Contractor will immediately halt all operations and contact the Engineer. Once the Engineer is notified of the situation, an investigation will occur, and if necessary; suspension of all operations will occur. The Contractor shall not be held responsible for hazardous material uncovered that was not shown

or indicated in the Contract Documents or Plans. The Contractor is responsible for any hazardous environmental condition caused by any material brought onto the site by the Contractor, Subcontractors, Suppliers, or any persons for whom Contractor is responsible. If this occurs, the Contractor will halt all operations, secure the site, and contact the Engineer.

Contractor may not resume any work that is suspended due to a hazardous condition or material until the Owner has submitted to the Contractor a written notice stating that the condition or material has been considered safe for the resumption of Work; and a special provision under which the Work can be resumed.

If any adjustments are made to the Contract Price or Times, or both, due to the suspension of the Work or such provisions under which it can be resumed by the Contractor, the Contractor may make a Claim and/or the Town may withhold payment or sue the Contractor as provided in these General Conditions.⁵

8. INSURANCE:

Contractor's Liability and Other Insurance: The Contractor shall purchase and maintain with a company acceptable to the Town and authorized to do business with the State of North Carolina, such insurance as will protect him from claims under worker's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; from claims for damages because of bodily injury, sickness or disease, or death of third parties including of bodily injury and personal injury; and from claims for damage to or destruction of tangible property, including loss of use resulting therefrom - any or all of which may arise out of or result from the Contractors operations under the contract documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

This insurance shall be written for not less than the limits of liability specified below.

Automobile: Bodily injury and property liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - Bodily injury and property damage combined.

Commercial General Liability: Bodily injury and property damage liability as shall protect the Contractor and any subcontractor performing work under this contract from claims of bodily injury or property damage which arise from operations of this contract whether such operations are performed by the Contractor, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$2,000,000 each occurrence and \$5,000,000 Aggregate Limit of Liability per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage including Blanket Contractual Liability. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this contract and broad form

⁵ Defined in NCDOT Section 107-26

property damage, explosion, collapse and underground property damage (XC&U). The coverage shall be on an occurrence basis.

Worker's Compensation and Employers Liability: Shall meet the statutory requirement of the State of North Carolina, in the amount of \$100,000 each accident and disease - each employee and \$500,000 disease policy limit providing coverage for employees and owners.

The Town shall be named as additional insured under the commercial liability insurance for operations or services rendered under this contract.

At the time of execution of the contract, the Contractor shall provide the Town with insurance certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the Town thirty (30) days advance written notice by registered mail.

The Contractor is advised that if any part of the work under the contract is sublet, he shall require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the Contractor from providing full insurance coverage on all phases of the projects, including any that are sublet.

When certain work is to be performed inside rights-of-way owned by railroads, North Carolina Department of Transportation or other agencies, both the Contractor and any subcontractor may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits established by that agency.

9. **SURETY BONDS REQUIRED:** Unless otherwise directed, the Contractor shall furnish performance and payment bonds, as hereinafter specified, on only those forms enclosed herein.

A. A performance bond, satisfactory to the Town of Mooresville, will be required of the successful bidder or bidders within ten (10) business days after notice of award, in an amount equal to one hundred percent (100%) of the contract price, conditioned that he shall comply in all respects with the terms and conditions of his contract and his obligations thereunder including, but not limited to, the specifications, and shall indemnify and save harmless the Town of Mooresville, North Carolina, against or from all cost, expense, injury or loss to which the Town may be subjected by reason of wrong doing, misconduct, want of care or skill, negligence, or default upon the part of the Contractor, his agents, or employees, in or about the execution or performance of said contract, and shall save and keep the Town harmless against and from all claims or losses to it or from any cause whatever, in the matter of the performance of said contract, and including also any patent infringements because of designed operating methods on the project and/or the use of any patented thing, equipment, and/or apparatus installed by him therein. The performance bond shall remain in full force and effect for a minimum of twelve (12) months after project completion, but for not less than the guarantee period established by the Engineer upon project completion and acceptance.

B. A payment bond, satisfactory to the Town of Mooresville will be required of the successful bidder or bidders within ten (10) business days after notice of award, in an amount

equal to one hundred percent (100%) of the contract amount, conditioned that he shall comply in all respects with the terms and conditions of his contract; and also conditioned upon the prompt payment for all labor or materials for which the Contractor or Subcontractor is liable. The payment bond shall be for the protection of the persons furnishing materials or performing labor and to save the Town harmless from and against any and all legal recourse resulting from the Town's owning and/or accepting construction for which labor and materials have not been paid in full.

C. Whenever the surety or sureties on the bonds so furnished shall be deemed by the Town to be insufficient or unsatisfactory, the Contractor, within ten (10) business days after notice thereof, shall furnish and deliver new bonds to the Town in the same penalty and on the same conditions with a surety satisfactory to the Town. This duty shall continue on the part of the Contractor whenever and so long as the Town may require.

D. If the Contractor shall fail to furnish such bonds within ten (10) business days after said notice is mailed to his address, the Town of Mooresville, North Carolina, through its proper agents, may stop all further work under said contract and re-let the unfinished work at the expense of the Contractor.

10. TIME EXTENSION: The Contractor's attention is directed to Article 108-10 in the NCDOT Standard Specifications. Item number (5) of sub-article 108-10(b) shall be deleted in its entirety.

If the Contractor is obstructed or delayed in the prosecution or completion of the work by the neglect, delay or default of any other Contractors for adjoining or contiguous work, or by any damage that may happen thereto, by the unusual action of the elements, or by the abandonment of the work by the employees in a general strike, or by any delay on the part of the Owner or Engineer doing work or furnishing material, the Contractor shall have no claim or damages against the Owner or Engineer for any such cause or delay, but he may in such case be entitled to an extension of time specified herein for the completion of the work provided, however, that claim for such extension of time is made by the Contractor in writing within thirty (30) calendar days from the time when such alleged cause for delay shall occur.

The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the work as determined by the Owner irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the Contractor or of his subcontractor or supplier, and would of itself (irrespective of the concurrent causes) have delayed the work, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

Work shall not be performed when weather creates work site conditions that are unsafe for workmen, the general public, or prevents compliance with the Project Special Provisions. The Engineer shall consider special circumstances caused by inclement weather or by continuing adverse weather patterns on a case-by-case basis. Such requests must be submitted in writing to the Engineer as stated above. The Contractor's sole remedy for delays covered by this stipulation shall be an extension of the contract time only.

11. CONTRACT PERIOD AND LIQUIDATED DAMAGES: The contract period defined shall begin on the date set forth in a Notice to Proceed from the Engineer to the Contractor. This date shall be as agreed upon by the Owner and Contractor, but shall be such that all work is complete by the end of the agreed upon end date.

The Contractor shall begin work on the date set forth in the Notice to Proceed unless a delay in the starting time has been granted to him by the Engineer. Should the Contractor for any reason request a delay in the starting time, he shall make such request in writing to the Engineer prior to the starting time set forth in the Notice to Proceed. The Town retains the right to extend the time for completion of the work.

Should the Contractor fail to begin work on the established starting date and then fail to complete the project within the contract period, no consideration will be given to waiver of liquidated damages for the number of days between the established starting date and the date the Contractor actually began work.

It is mutually agreed that time is an essential element of the contract, and that delay in completing the work will result in public inconvenience, interference with business, and an increase of administrative costs to the Town. It is therefore mutually agreed that in view of the difficulty of making a precise determination of such damages, a sum of money in the amount stipulated in this contract will be charged against the Contractor for each calendar day that the work, or any portion of the work remains uncompleted after the expiration of the completion date, or of any extension in time which may have been granted by the Town, not as a penalty but as liquidated damages. Should the Contractor, or in case of default the surety, fail to complete the work, or any portion of the work by the completion date or by the end of any extension thereof, a deduction of the amount stipulated as liquidated damages will be made for each and every calendar day that the work or any portion of the work remains uncompleted after the expiration of any completion date or extension thereof applicable to the uncompleted work.

This amount will be deducted from any money due the Contractor or his surety under the contract and the Contractor and his surety will be liable for any liquidated damages in excess of the amount due.

In any dispute involving the collection or the assessment of liquidated damages, the reasonableness of the amount stipulated in the contract will be presumed. The liquidated damages referred to herein are intended to be and are cumulative, and will be in addition to every other remedy which the Town may have under the contract. Permitting the Contractor to continue and finish the work, or any part thereof, after the expiration of the completion date, or any extension thereof, shall in no way operate as a waiver on the part of the Town of any of its rights under this contract.

The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the Town and/or Engineer:

A. To any preference, priority or allocation order duly issued by the Town which was not enumerated in the Project Special Provisions of this Contract.

B. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of acts of another Contractor in the performance of a contract with the Town, or any other abnormal instances beyond the Contractor's control.

12.CHANGES IN THE WORK: At any time during the progress of the work, the Town reserves the right to make alterations in the plans or in the details of the work within the general scope of the contract. Such changes shall not invalidate the contract nor release the sureties, and the Contractor agrees to perform the work so ordered.

Alterations shall be made by written change orders; alterations in the details of the work may also be made by field order.

A. Where the Contractor believes that a field order or other order by the Engineer (which terms as used in this paragraph shall include directions, instructions, interpretations or determinations from the Engineer) causes a change which increases the Contractor's cost of, or the time required for, the performance of any part of the work under the contract, he shall, before executing such order send to the Engineer within seven (7) business days after receipt of the order, notice that such order increases the amount due under the contract documents or in the time required for the performance of the work. Thereafter, the Contractor shall document the basis for the change in contract price or contract time within thirty (30) days and present the documentation to the Engineer. The Contractor will not execute such order until he receives from the Engineer a subsequent written change order.

B. The Engineer shall have authority to approve increases in units or combinations of units installed up to the total contract price including contingency. Any increase exceeding the total contract amount must be authorized by a written change order approved by the Director of Engineering, Town Manager, and the Town Board of Commissioners. Request of extension of contract time will be approved by written change approved by the Director of Engineering, Town Manager, and the Town Board of Commissioners.

C. Except as herein provided, no order, statement, or conduct of the Engineer shall be treated as a change order under this section or entitle the Contractor to an equitable adjustment hereunder.⁶

13.EXTRA WORK: The Town may require the Contractor to furnish materials and to do additional or extra work not provided in the contract or in the specifications, but which may be found necessary to the proper protection and completion of the work embraced in this contract, at prices to be fixed by the prices named in the Proposal, or on material and force account, in accordance with Section 109-3 "Force Account Work" of the Standard Specifications. But no other work than that included in the Contract shall be done, and no additional material shall be furnished by the Contractor without a written order from the Engineer. In the absence of such a written order from the Engineer, the Contractor shall not be entitled to payment for such additional or extra work.

⁶ Defined in NCDOT Section 104-6 & 104-8 (B,C,&D)

Upon request, bills for additional or extra work shall be filed with the Town within three (3) business days after such additional or extra work is completed, in order that the Engineer may establish the accuracy of the additional or extra work bills.

14. CLAIMS: Subject to and without in any way enlarging or limiting the other provisions of this contract, and unless otherwise specifically prescribed in the contract, any claim of the Contractor against the Town for an extension of time, additional compensation or damages shall be conclusively deemed to have been waived by the Contractor, unless said claim is set forth in writing, accompanied by itemized supporting data, and unless the claim is filed with the Engineer within thirty (30) days after the conditions upon which said claim is based became known, or should have become known to the Contractor.⁷

15. EMERGENCY WORK: The Contractor agrees to provide emergency contracting services as needed to assist the Town in restoring and/or maintaining water, sewer, and roadway service to the public during declared emergency situations.

The activation of this provision of the contract is at the sole discretion of the Town Manager or his/her designee as a result of an emergency situation that requires resources beyond that which the Town is capable of providing.

All other terms and conditions of the contract shall apply to this provision unless otherwise noted. Under no circumstances will this provision be construed to relieve the parties of such obligations as they may have under this contract to protect, maintain, replace, restore, repair, and/or insure the work performed pursuant to this contract from the conditions giving rise to any emergency condition.

A. The type of work required during an emergency situation will vary and cannot be accurately described or detailed; however it shall be typical of the nature of the work the Contractor normally performs, and will not require the Contractor to perform work that is beyond the capabilities of the Contractor.

The Engineer or authorized Town representative shall determine specifics of the work that the Contractor shall perform, as the situation requires. The Contractor shall be responsible for performing said work.

B. The Contractor shall be available for emergency work during the duration of this Contract.

If the Contractor believes that any services provided under this provision have or will prevent the Contractor from completing the work in a timely manner as required by this contract, the Contractor may submit a request in writing for a time extension in accordance with the provisions of this contract.

C. Payment to the Contractor for services performed under this provision shall be in the form of a change order. Work performed that is substantially similar to the work required by this contract shall be at the rate(s) established herein. Work performed that is substantially

⁷ Defined in NCDOT Section 104-8 (B,C, & D), 107-25

differed from the work required by this contract shall be at prevailing industry rates during times of non-emergency. If it is a Declared State of Emergency, then Force Account rates shall apply for all work.

16. DRUG-FREE WORKPLACE POLICY: The Town of Mooresville is a drug-free workplace employer. The Town of Mooresville expects the Contractors to provide a drug-free workplace in the performance of any Town Contract.

In order to be eligible to submit a bid or proposal for a Town construction or service contract, a prospective Contractor must certify that it will, if awarded the contract, provide a drug-free workplace during the performance of the contract. This requirement is met by:

A. notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken for violations of such prohibition;

B. establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace, 2) the Contractor's policy of maintaining a drug-free workplace, 3) any available drug counseling, rehabilitation, and employee assistance program, and 4) the penalties that may be imposed upon employees for drug abuse violations;

C. notifying each employee that as a condition of employment, the employee will 1) abide by the terms of the prohibition outlined in (a) above and 2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) business days after such conviction;

D. notifying the Town of Mooresville within two (2) business days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction;

E. imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by, an employee convicted of a drug crime;

F. making a good faith effort to continue to maintain a drug-free workplace for employees; and

G. requiring any party to which it subcontracts any portion of the work under the contract to comply with the provisions of (a) through (f).

If the prospective Contractor is an individual, the drug-free workplace requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

By submitting a bid or proposal, a prospective Contractor certifies that it will comply with the Town of Mooresville's drug-free workplace requirement. A false certification or the failure to comply with the above drug-free workplace requirements during the performance of a contract shall be grounds for suspension, or termination of the contract.

17. OBSERVANCE OF LAWS: Contractor will take heed and abide by all Laws and Regulations as exist at present or enacted during the life of the contract. No plea of misunderstanding will be considered on account of his/her ignorance thereof.

If the Contractor knowingly or unknowingly performs any work contradicting any laws or regulations, the Contractor shall bear all cost and losses associated with any claims or damages including but not limited to any fees from engineers, architects, attorneys, and all court/resolution cost.

18. PERMITS, LICENSES, AND PATENTS: Unless otherwise provided in the Contract, Contractor shall obtain and pay all fees associated with all permits and licenses.

Pursuant to patents and infringements of same, the Contractor shall pay all applicable royalties and licensee fees. The Contractor shall defend all suits or claims for infringements of any patent rights and save the Town harmless from loss of account thereof, except that the Town shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer(s) is specified. However, if the Contractor has reason to believe that the design, process, or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.⁸

19. SALES AND USE TAX STATEMENTS: Each partial payment request submitted by the Contractor must furnish a certified statement setting forth the cost of the property purchased from each vendor and the amount of sales and/or use tax paid thereon. The statement shall show the North Carolina Sales Tax and County Tax paid (by county), Mecklenburg County Transit Tax, and shall list any payments made directly to the North Carolina Department of Revenue. Tax statements shall be submitted on the forms provided by the Town at the pre-construction conference. All tax statement forms and all signatures must be original and notarized. In the event the Contractor makes several purchases from the same vendor, such certified statements must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the sales and use taxes paid thereon. Such statement must include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of sales or use tax paid thereon by the Contractor. Similar certified statements by his subcontractors must be obtained by the prime Contractor and furnished to the Town. If no tax has been paid during the pay request period, "NONE," or "NO TAXES PAID THIS PERIOD" shall be entered on the tax form.

Use tax is also due on construction equipment brought into North Carolina for use in the performance of Town contracts (N.C. Revenue Laws G.S. 105-164.4 and 105-164.6). Contractors are also liable for payment of applicable privilege licenses (N.C. Revenue Laws G.S. 105-54) and for payment of applicable franchise, corporate income and withholding taxes (N.C. Revenue Laws, G.S. 105-122, 105-123, 105-134, and 105-163.2).

20. INDEMNIFICATION OF THE TOWN: The Contractor will indemnify and hold harmless the Town and its agents and employees from and against all claims, damages, loss and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness,

⁸ Defined in NCDOT Section 107-3 & 107-4

disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, or Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the Town any of its agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other employee benefits acts.⁹

21. COMMERCIAL NON-DISCRIMINATION POLICY: As a condition of entering into this Agreement, the Contractor represents and warrants that it will fully comply with the Town's Commercial Non-Discrimination Policy (see Commercial Non-Discrimination Certification), and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a Town contract or contract solicitation process, nor shall the Contractor retaliate against any person or entity for reporting instances of such discrimination.

The Contractor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on Town contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Contractor understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the Contractor from participating in Town contracts or other sanctions.

As a condition of entering into this Agreement, the Contractor agrees to: (a) promptly provide to the Town all information and documentation that may be requested by the Town from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Agreement; and (b) if requested, provide to the Town within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used on Town contracts in the past five years, including the total dollar amount paid by the Contractor on each subcontract or supply contract.

The Contractor further agrees to fully cooperate in any investigation conducted by the Town pursuant to the Town's Commercial Non-Discrimination Policy to provide any documents relevant to such investigation that are requested by the Town, and to be bound by the award of any arbitration conducted under such Policy. The Contractor understands and agrees that violation of this clause shall be considered a material breach of this Agreement and may result in contract termination, disqualification of the Contractor from participating in Town contracts and other sanctions.

⁹ Defined in NCDOT Section 107-15

22. PROSECUTION OF WORK: The work shall be prosecuted in such a manner and with sufficient materials, equipment, and labor as is necessary to assure its completion within the time set forth in the contract. Except as otherwise stated in this contract, the Contractor may choose the order or sequence in which the various parts of the work are done.

The Contractor may discontinue the work only when written permission has been obtained from the Engineer to do so. When permission is granted by the Engineer to discontinue work, the Contractor shall notify the Engineer at least twenty-four (24) hours prior to resuming operations.

The Contractor shall appoint one (1) individual to serve as Superintendent and be the Town's primary contact. The Superintendent shall be present at all times when construction is in progress and shall be empowered to receive orders and act for the Contractor. The Superintendent shall see that all reports of faulty work and/or complaints are acted upon immediately regardless of the delegation of responsibility between individual crews. Each site must have a competent, English-speaking person present at all times. The Contractor shall keep a minimum of one (1) fully staffed crew on the job at all times.

The Contractor is advised that, should said Superintendent not be present at the construction site, the Engineer or his authorized representative may halt all work until such time as proper supervision is restored.

No work will be scheduled or performed on New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas and Additional Christmas Holiday. On holidays which occur on a weekend, and where the Town observes such holiday on Friday or Monday, the Contractor will not be allowed to work on the weekend or on the observed holiday.

No work will be scheduled or performed on weekends or town-observed holidays unless the Contractor obtains prior approval from the Engineer 48 hours in advance. This requirement will be waived for any emergency that threatens the safety of the public or in the opinion of the Engineer puts the project at risk.

Night, weekend and holiday work may be required based on project specific circumstances as directed or specified by the Engineer for the convenience or safety of the public.

The Contractor shall, before beginning any work, submit a list of phone numbers for responsible company personnel empowered to respond to and/or act upon any emergency situation that may be encountered during the course of this contract, regardless of the time of day. Maximum response time shall be one and one half (1 1/2) hours after notification.¹⁰

23. EROSION AND SEDIMENTATION CONTROL: The Contractor shall install and maintain all erosion and sedimentation control measures and devices necessary to comply with the Erosion and Sedimentation Control Plan and applicable local and state ordinances and laws. All erosion and sedimentation control measures and devices shall be installed prior to

¹⁰ Defined in NCDOT Section 104-10, 105-6, 105-12, 105-13, 105-14, 108-1, & 108-5

beginning clearing or grading operations. Such devices shall be maintained in proper working condition from installation throughout the duration of the project.

The Contractor shall indemnify and hold harmless the Town for any penalties imposed against the Town by any local or state agency for the Contractor's failure to install and properly maintain erosion and sedimentation control devices. The Contractor shall immediately correct any deficiencies in erosion and sedimentation measures identified by the Town or local or state agency. If the Contractor fails to correct the deficiencies within 24 hours after notification, the Town will have such corrections performed and assess the cost of these corrections plus a 100% surcharge against the Contractor.

If any borrow or waste areas are to be utilized, it will be the responsibility of the Contractor to notify the property owner that the property owner is responsible for any damage occurring from the site, either as part of the agreement with the Contractor, or on his own. All work, sediment control structures, and seeding will be at the cost of the property owner or Contractor. The Town will not participate in the cost of this work on the waste or borrow areas. Prior to final payment being made, the Contractor shall obtain a release from the property owner of the borrow or waste site utilized for the project.¹¹

24. NONDISCRIMINATION IN EMPLOYMENT: During the performance of this contract the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.

The Contractor will note that signing the Proposal in this Contract document constitutes certification of nondiscrimination. However, all certifications called for herein as contained within the section titled Specifications and Contract Provisions for Work under Federally Funded Projects, shall be executed prior to the award of contract, when applicable.

The Board of Commissioners of Town of Mooresville, North Carolina, and the funding agency shall have final authority to determine the question of compliance with these specifications.

25. PUBLIC CONVENIENCE AND SAFETY: The Contractor shall conduct at all times the work in such a manner as to minimize obstructions to vehicular and pedestrian traffic. The convenience of the general public and of the residents along and adjacent to the work shall be satisfactorily provided for, including provision and maintenance of ingress & egress to passageways and entrances into public and private property. Fire hydrants on or adjacent to

¹¹ Defined in NCDOT Section 105-16 & 107-13

the street shall be kept accessible to fire apparatus at all times, and no material shall be placed within fifteen (15) feet of any such hydrants. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient warning lights and danger signals, provide watchmen, and take all precautions necessary for the protection of the work and safety of the public in accordance with the North Carolina Department of Transportation's "Policies and Procedures for Accommodating Utilities on Highway Rights-Of-Way" and the Manual on Uniform Traffic Control Devices (MUTCD). Any necessary signs shall be mounted on suitable and approved standards and shall be conspicuously placed adjacent to the work where traffic demands.

The Contractor shall provide and maintain toilet facilities for use by his employees in a neat and sanitary condition.

The Contractor shall at his own risk and expense, shore up and otherwise protect buildings, bridges, fences, walls, property monuments, pipes, and other structures and objects legally existing along the line or adjacent to the work. In the event of any damage to such public or private property by reason of, or consequent upon any act, omission, neglect or misconduct in the execution of the work provided for herein, the Contractor shall, at his own expense, make all such repairs as may be necessary to restore such property to its former condition. Failure on the part of the Contractor to make all necessary repairs, or to satisfy any legal demand of liability, shall confer upon the Town the right to make, or have made such repairs and discharge any such liability and demand. The cost thereof shall be deducted from monies due or to become due the Contractor under this contract.

The Contractor shall not, without proper consent, enter upon or occupy any property or land, except public street roadways and rights-of-way furnished him by the Town. He shall not cause any hindrance to or interfere with any individual firm, corporation, Town Department, Highway Organization, Public Utility, or Railroad in the pursuance of their usual work and shall commit no public nuisance. There may possibly be delays because of work to be done by the aforementioned organizations in repairing or relocating poles, conduits, or other facilities, and the Contractor is required to cooperate in any way possible to assure completion of the project as quickly as possible. The Contractor will have no claims whatsoever against the Town of Mooresville for any delays resulting from work performed by these organizations as directed by the Contractor for his own convenience.

It is clearly understood that it is the responsibility of the Contractor to maintain reasonable cleanliness of all streets that are used in the construction of the project. When, in the opinion of the Engineer, any time that any street inside or outside of the project becomes excessively dusty, muddy, or unclean due to its use by the Contractor's equipment, the Contractor shall, at his own expense, furnish labor and equipment and clean said street to a degree acceptable to the Engineer. At the completion of the project, the Contractor shall thoroughly clean the above mentioned streets to a degree acceptable to the Engineer. The condition of these streets will be included in the final inspection.¹²

26. CONTRACTOR SAFETY: The Contractor shall be required to designate a qualified and experienced safety representative for the jobsite. This individual will be responsible for

¹² Defined in NCDOT Section 107-22

explaining compliance requirements to the Contractor's employees, maintaining and supervising safety precautions and programs, conducting regular safety inspections of the jobsite.

The Contractor shall at all times perform the work subject to this Contract in a safe and proper manner and in compliance with all applicable ordinances, statutes, rules and regulations concerning safety, including but not limited to, such applicable statutes, rules and regulations known as or issued pursuant to, the Occupational Safety and Health Act ("OSHA") (hereinafter "safety standards"). Without limiting the foregoing in any manner, safety standards concerning trenching and excavation are particularly important. The Contractor shall, at its own expense, strictly adhere to all pertinent safety standards, rules and OSHA regulations required or recommended by governmental or quasi-governmental authorities having jurisdiction. The Contractor hereby acknowledges that it has its own safety program for all work covered by or performed under this Contract. The Contractor agrees to conduct its own frequent and regular inspections of all work covered by or performed under this Contract at the project site to verify compliance with the Contractor's safety program and all applicable Safety Standards. The Contractor and the Town acknowledge and agree that the Town has no control, responsibility or authority over the Contractor or the Contractor's employees or subcontractor with regard to the safety and health conditions or compliance with applicable Safety Standards relating to or arising out of the Contractor's work or the performance of any work covered by this Contract. The Contractor has the sole responsibility and authority for ensuring that any and all hazardous conditions relating to or arising out of the Contractor's work are corrected and for complying with all applicable Safety Standards at all times.

With regard to the Contractor's work or any work covered by or performed under this Contract, the Town is not the controlling employer or controlling entity for the purpose of identifying violations or applicable Safety Standards, detecting hazardous conditions or ensuring that hazardous conditions or violations of applicable Safety Standards are corrected.

Without limiting the foregoing, the Engineer or his authorized Inspector(s) may, but is not contractually obligated to, bring Contractor violations of the applicable Safety Standards to the attention of the Contractor for correction by the Contractor. If the Contractor fails to correct violations of applicable Safety Standards, the Engineer or his authorized Inspector(s) may, but is not contractually obligated to, take such actions as it deems appropriate to notify governmental or quasi-governmental authorities having jurisdiction over the Contractor's compliance with applicable Safety Standards. The provisions of this sub-paragraph shall be in addition to, and not in limitation of, other provisions of this Agreement for the enforcement of the terms of this Agreement.

The Contractor will notify the Town's designated representative within 24-hours of any serious accident or injury; and within 8-hours of any fatality.

The Contractor will immediately notify the Project Inspector of any OSHA inspection. In addition, the Contractor will send the Engineer a copy of any citation(s) upon receipt of the citation (not after settlement of the case).

The Contractor will notify the Engineer of any unusual hazards created by the job or found during construction.

The Contractor will provide to the Town a copy of all work permits, if requested. Permits issued will include confined space entry, lockout/tagout, blasting, excavations, etc. The Contractor shall provide a copy of a written safety program to meet the needs of the job (i.e. hazard communication, excavation, trenching, confined space, etc.). In addition, the Contractor will provide the following:

- A. A copy of their drug and alcohol abuse program,
- B. Fire protection and emergency evacuation plan,
- C. Medical services—regarding worker’s compensation medical services and first aid on the job site,
- D. Personal protective equipment — determines personal protective equipment (PPE) needs and documentation of PPE assessment. The Contractor shall maintain good housekeeping (i.e. clean work areas, clear access, barricaded dangerous areas).

27. MATERIALS AND EQUIPMENT STORAGE: The Contractor shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the construction period. The Contractor shall restore the storage area to its original condition upon completion of the project or upon such time as directed by the Engineer. Such restoration shall be at no additional cost to the Town.

The Contractor shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the Town responsible in any way for occurrences of same. The Contractor shall furnish and erect, at no additional cost, whatever works as may be necessary for the protection of the public, including but not limited to barricades, fences, etc. Prior to final payment being made, the Contractor shall obtain a release from the property owner of the storage area utilized for the project.

28. REQUEST FOR PAYMENT: It shall be the sole responsibility of the Contractor to initiate all requests for partial payment on work completed. Both the Contractor and Inspector shall review the proposed pay request in the field before any submitted written request for partial payment is sent to the Engineer for approval. (See “Periodic Payments” and “Materials on Hand”)

29. QUANTITY TICKETS: All quantity tickets shall be submitted to the Inspector within seventy-two (72) hours after receipt of the material on the project site. Each ticket shall indicate the date, Contractor, project location and name, type of material, quantity of material, truck number and signature of the Contractor or his authorized representative.

No tickets will be accepted after seventy-two (72) hours have elapsed between the time of delivery and submittal of tickets to the Inspector.

30. FINAL CLEAN UP: Upon completion of the work in the contract and before final payment will be made, the construction areas and all other adjoining areas which were occupied by the Contractor during the construction of the project shall be cleaned of all surplus and discarded

materials, spilled materials, false work, rubbish and temporary structures and buildings that were placed thereon by the Contractor.

The Contractor shall also restore in a manner acceptable to the Engineer and at his own expense all property, public or private, which has been damaged during construction and shall leave the property in a neat and presentable condition.

The Contractor shall furnish releases signed by current property owners for all private property outside the permanent rights-of-way and temporary construction easements, which was damaged in any way by construction of the project. If the Contractor is unable to secure a release, he shall furnish to the Engineer satisfactory evidence that he has made every reasonable effort to secure such release and shall restore the area in question to the satisfaction of the Engineer.

31. ESTIMATED QUANTITIES: The quantities appearing in the prepared bid proposal are approximate only and are prepared for the canvassing of bids. Payment to the Contractor will be only for the actual quantities of work performed or materials furnished in accordance with the contract. It is agreed and understood that the scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted by the Town without in any way invalidating the unit prices bid. Unit prices shall remain the same regardless of the quantity of work performed or materials furnished.

32. AUTHORITY OF THE INSPECTOR: The Inspector(s) employed by the Town is authorized to inspect all work done and materials furnished and such inspection may extend to all or part of the work and to the preparation or manufacture of the materials to be used. An Inspector shall be assigned to the work to report to the Engineer as to the progress of the work and the manner in which it is being performed; also to report whenever it appears that the materials furnished and the work performed by the Contractor fail to fulfill the requirements of the specifications and contract, and to call to the attention of the Contractor such failure or other default.

The Contractor shall perform all the work strictly in accordance with the requirements of the plans and specifications. The presence of an Inspector does not release the Contractor from any of the terms of the contract. The Inspector is not authorized to revoke, alter or waive any of the requirements of the contract, to approve or accept any portion of the completed project or to give any instructions contrary to the plans and specifications. He shall have the authority to reject materials or, if necessary, to suspend the work until any questions at issue can be referred to and decided by the Engineer.

The Inspector shall perform his duties at such times and in such a manner as will not unnecessarily impede progress on the contract. The Inspector shall in no case act as foreman or perform other duties for, nor interfere with the management of the work by the Contractor. Any advice or instructions which the Inspector may give the Contractor shall not be construed as binding the Engineer or the Town in any way, nor as releasing the Contractor from fulfilling all of the terms of the contract. Where there is disagreement between the Contractor or his representative and the Inspector regarding use of unapproved materials or work not in compliance with the plans and specifications the Inspector will immediately report to the Engineer the issues of disagreement. If the Contractor refuses to make corrections after

instructions to do so by the Engineer, the Engineer will prepare and deliver in writing to the Contractor, by mail or otherwise, a written order suspending the work and explaining the reason for such shutdown. As soon as the Inspector is advised of the delivery of the shutdown order, he shall immediately leave the site of the work and any work performed during the Inspector's absence will not be accepted or paid for. All such work will be removed and disposed of at the Contractor's expense.¹³

33. SUSPENSION OF WORK: The Engineer shall have the authority to suspend the work wholly or in part by written order, for such periods as he may deem necessary due to conditions considered unfavorable for the suitable prosecution of the work; or from failure on the part of the Contractor to correct conditions unsafe for workmen or for the general public; or from failure to carry out orders given or to perform any provisions of the contract. No provision of this Agreement shall be construed under any circumstances to create any contractual obligation of the Town, the Engineer or any employee or officer thereof to exercise such authority or right as is conferred on the Town or the Engineer by any provision of this Agreement, except as may otherwise be expressly set forth herein.

A. In addition to the suspension listed above, the Engineer may also suspend the work or any portion thereof for any other reason for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor, which notice shall fix the day on which work shall be resumed. The Contractor will resume the work on the date so fixed.

B. If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or other applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he disregards laws, ordinances, rules, regulation or orders of any public body having jurisdiction of the work, or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the contract documents, then the Town may, without prejudice to any other right or remedy and after giving the Contractor and his surety, a minimum of ten (10) business days from delivery of a written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method the Town may deem expedient.

In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Town. Such costs incurred by the Town will be determined by the Engineer and incorporated in a change order.

Where the Contractor's services have been so terminated by the town, said termination shall not affect any right of the Town against the Contractor then existing or which may thereafter

¹³ Defined in NCDOT Section 105-10 & 105-11

accrue. Any retention or payment of monies by the Town due the Contractor will not release the Contractor from compliance with the contract documents.

After ten (10) business days from delivery of a written notice to the Contractor, the Town may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.

C. If the performance of all or any part of the work is suspended, delayed or interrupted for any reason excluding (B) above, or if the performance of work is suspended, delayed or interrupted for an unreasonable period of time as a result of the failure of the Town or its agents to act within times specified in the contract documents (or if no time is specified, then within a reasonable time), through no fault or negligence of the Contractor, an equitable adjustment shall be made as provided below for any increase in cost to the Contractor or any increase in the contract time resulting from such suspension, delay or interruption. The Contractor shall within twenty (20) business days after resumption of the work so suspended, delayed or interrupted notify the Engineer in writing of any claim for increase in the contract price and/or increase in the contract time. Such notice shall include the amount of any increase which the Contractor claims. The Contractor shall within (10) business days after filing such claim provide documentation of his basis for any increase.

No adjustment in the contract price or contract time shall be made for any suspension, delay or interruption of the work resulting from the fault or negligence of the Contractor or from any action of the elements or bad weather unless such weather conditions are abnormal for this climatic region and for the time of year; nor shall an adjustment be made hereunder where it is provided for or excluded under any other provisions of the contract.

D. Where the Engineer fails to act on any request for partial payment within thirty (30) days after it is submitted, or the Town fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within forty-five (45) days of its approval or presentation, then in such cases, the Contractor may, after ten (10) business days from the delivery of a written notice to the Engineer, terminate the contract and recover from the Town the payment for all work executed and all expenses sustained up to the date of termination. In lieu of termination of the contract, if the Engineer has failed to act on a request for payment or if the Town has failed to make payment as aforesaid, the Contractor may, upon ten (10) business days written notice to the Engineer, stop work until he has been paid all amounts then due, in which event an equitable adjustment in the contract price and/or the contract time shall be made as provided herein.¹⁴

E. If performance of all of the work is suspended by the Engineer, the Contractor shall remove his forces from the job site in a timely manner or be considered trespassing.

34. **SUBLETTING:** The Engineer reserves the right to waive the subcontracting limits set forth in Article 108-6 of the Standard Specifications whenever it is deemed to be in the best interest of the Town. The limits can be waived only upon written approval from the Engineer.

¹⁴ Defined in NCDOT Section 104-4 & 108-7

35. SITE ACCESS: The Town, their agents, testing personnel, government agencies, and any other personnel as determined by the Town will have at all times access to the project site. The Contractor will provide a safe work zone for such access and also advise them of the safety procedures they shall conform to.¹⁵

36. TESTS AND INSPECTIONS: The Contractor shall give a reasonable notice to the Engineer/Inspector for work that needs to be inspected, tested, or given approval. Contractor will cooperate with all personnel who will have to facilitate these inspections or tests. The Engineer, his personnel, and all authorized representatives and agents of any participating federal or state agencies shall be permitted to inspect all work, materials, payrolls, personal records, and other relevant data and records.

The Contractor shall hire an AASHTO certified independent testing laboratory to perform all compaction testing except for pavement structures. The testing of all pavements shall fall solely on the Contractor or Contractor's subs. A certified independent testing laboratory shall also be used for the testing of all water mains. The Contractor shall give the Owner a list of potential testing companies that will be used on the project at the pre-construction conference for approval.

The Contractor shall not receive payment for work requiring testing and/or inspection until all required inspections and tests have been completed and accepted by the Engineer. If work must be uncovered so that the Engineer may observe required tests and perform required inspections, all costs for uncovering the work and restoring completed work shall be borne by the Contractor.¹⁶

37. CONSTRUCTION CONFERENCES: The Engineer will schedule a pre-construction conference approximately ten (10) business days after award of this contract. Additional conferences will be scheduled as needed. The construction conferences will be with the Engineer and all parties involved or to be involved with this construction. The Contractor shall be accompanied at the required construction conference by his designated Project Superintendent and/or Foreman and by a representative of any subcontractor with whom he has executed a binding agreement.¹⁷

38. PERIODIC PAYMENTS: The Town will make periodic payments based on the work progress estimates prepared by the Engineer and the payment request(s) submitted by the Contractor on a monthly schedule established by the Engineer.

Payment will be made within thirty (30) calendar days after approval of a correct payment request.

For contracts less than \$50,000, partial payments may be made twice each month if in the judgment of the Engineer the amount of work performed is sufficient to warrant such payment. No partial payment will be made when the total value of the work performed since the last partial payment, excluding mobilization, amounts to less than \$1,000.00.

¹⁵ Defined in NCDOT Section 105-11

¹⁶ Defined in NCDOT Section 105-11

¹⁷ Defined in NCDOT Section 108-4

39. MATERIALS ON HAND: Payment will be made on ninety percent (90%) of materials on hand that are stored on the project site or in a bonded warehouse which meets the requirements of the contract, and has met the prior approval of the Engineer or Inspector. Requests for payment of materials on hand shall be accompanied by the original supplier's invoice and proof of insurance coverage of the storage facility.

No compensation will be made for materials that are considered faulty and/or are damaged due to unloading, placing, weather damage due to overexposure, etc.

The Owner will deduct from future payments for any materials paid for, but not incorporated into the project.

40. TERMINATION BY THE TOWN FOR CAUSE:

The Owner may terminate the Contract if the Contractor:

A. persistently or repeatedly fails to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established and as adjusted from time to time);

B. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

C. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or:

D. otherwise is guilty of substantial breach of a provision of the Contract Documents

When any of the above reasons exist, the Owner, upon certification by the Engineer that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, five (5) business days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

A. take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor;

B. accept assignment of subcontracts; and

C. finish the work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

When the Owner terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the Work is finished.

A. The Director of Engineering and the Town Manager shall have authority to terminate the contract without additional authorization by the Town Board.

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Engineer's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such expenses shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount paid to the Contractor or Owner, as the case may be, shall be certified by the Engineer, upon application, and this obligation for payment shall survive as termination of the Contract.

43. TERMINATION BY TOWN FOR CONVENIENCE:

The Town may, at any time terminate the Contract for the Town's convenience and without cause.

A. Upon written notice from the Town of such termination for the Town's convenience, the Contractor shall:

B. Cease operations as directed by the Town in the notice;

C. Take actions necessary, or that the Town may direct, for the protection and preservation of the Work; and;

D. Except for the Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

The Director of Engineering and the Town Manager shall have authority to terminate the contract without additional authorization by the Town Board.

In case of such termination for the Town's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit and the completed work.

44. MEDIATION: If a dispute arises out of or relating to this contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties may agree to endeavor first to settle the dispute in an amicable manner by mediation under the Voluntary Construction Mediation Rules of the American Arbitration Association, before having recourse to arbitration or a judicial forum.

45. FINAL INSPECTION AND ACCEPTANCE: Upon written notice from the Contractor that the entire Work or a portion thereof as defined in the Contract or otherwise directed in writing by the Engineer, when it is in the best interest of the Town, the Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective (punch list). The Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

The project will not be accepted and the Contractor shall be responsible for the maintenance of the project until all the recommendations made at the time of the inspection have been satisfactorily completed in the opinion of the Engineer. The Engineer will notify the Contractor in writing that the project has been accepted as soon as practicable after the completion of the project.

Any incremental acceptance of the project shall not waive the assessment of all or a portion of liquidated damages assessable under the terms of the Contract.

46. PROJECT CLOSEOUT DOCUMENTS: The Contractor will provide the following documents with the final payment request:

- A. Contractor's Affidavit Release and Waiver of Claim
- B. Affidavit of Final Payment and Subcontractors/Supplier Utilization
- C. Consent of Surety to Final Payment (Contracts equal to or exceeding \$100,000) (AIA Document G707)
- D. Electronic as-built data will be provided to the Engineer of Record for the production of Record Drawings for the Town.

No Final Payment will be authorized until these documents have been submitted by the Contractor and approved by the Engineer.¹⁸

Submission of false information in the documents required by this section may be a basis for disqualifying the Contractor from future bidding.

47. WARRANTY: The Contractor shall guarantee and warrant all work, including materials, equipment and workmanship covered by the contract. This warranty will cover a period of at least twelve (12) months from the date of final acceptance by the Town. The Contractor shall replace any faulty workmanship or materials at no additional cost to the Town. A six (6) and eleven (11) month field inspection will be conducted during the warranty period. If defects are found during either of these two inspections, a written notice will be given to the Contractor. Upon receiving the notification of faulty work, Contractor shall repair all listed items in a timely manner. Items repaired by the Contractor shall have an extended warranty period of twelve (12) months from the date the repair was accepted.

48. EMPLOYMENT VERIFICATION: Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract, and Contractor shall not enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

If Contractor obtains actual knowledge that a Subcontractor performing work under the Contract knowingly employs or contracts with an illegal alien on this Project, Contractor shall:

- notify the Subcontractor and the Owner within three days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and

¹⁸ Defined in NCDOT Section 109-9 & 109-10

- provide the Subcontractor with three days from receipt of the notice to terminate the employment or the contract with the illegal alien; and
- terminate the Subcontract with the Subcontractor if the Subcontractor fails to terminate the employment or the contract with the illegal alien within three days of receiving notice.

Contractor shall not terminate the contract with the Subcontractor if during such three day period the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien, provided that the Subcontractor terminates the employment or the contract with the illegal alien.

Contractor shall comply with any reasonable request by Owner to conduct on-site inspections and review documents to determine compliance with this section. Town may request and review documentation that proves the citizenship of any person performing work on this Contract or take any other reasonable steps that are necessary to determine whether a contractor is complying with the provisions of this contract. Failure or refusal of Contractor to cooperate with Town shall be deemed a material breach of this contract and Town may at its discretion terminate this Contract and hold Contractor liable for actual and consequential damages suffered as a result of the termination, including forfeiture of any bonds or deposits made to Town on behalf of or for the benefit of contractor.

A violation by Contractor of this provision shall be deemed a material breach of the contract and Owner may terminate this contract and hold Contractor liable for actual and consequential damages suffered as a result of the termination, including but not limited to, forfeiture of any bonds or deposits made to Town on behalf of, or for the benefit of, Contractor.

49. SPECIAL CONDITIONS: The following changes shall be made to the NCDOT Standard Specifications:

- *Section 101-3* – References to Administrator, Board of Transportation, Chief Engineer, Department, Director of Construction, NCDOT, and State, shall be modified as necessary to reference the Town or the Engineer, as defined herein.
- *Section 102-13* – Under (A) Paper Bid, in the first sentence, modify “Contract Officer” to “Town”.
- *Section 103-3* – Under (A) Modify the reference to G.S.136-28.1 to read G.S.143-129.1. In that same section under (5), in the last sentence, modify “State Contract Officer” to “Town”.
- *Section 103-7* - In the first sentence, modify “14” calendar days to “10” per G.S.143-129.
- *Section 103-9* - In the first sentence, modify “14” calendar days to “10” per G.S.143-129.
- *Section 105-9* – In the first sentence, modify “Engineer” to “Contractor”.
- *Section 108-3* - The “Division Engineer” shall be modified to reference the Engineer as defined herein.

- *Section 108-4* - The “Resident Engineer” shall be modified to reference the Engineer as defined herein.

NCDOT SPECIAL PROVISIONS

The following NCDOT Special Provisions can be found after this page, and are included in the contract:

PROJECT GENERAL SPECIAL CONDITIONS:

	NCDOT STANDARD NOTES (Federal Aid)
	ALLOWABLE CHANGES TO THE NCDOT 2012 STANDARD SPECIFICATIONS
SP1 G04	CONTRACT TIME AND LIQUIDATED DAMAGES
SP1 G16	PERMANENT VEGETATION ESTABLISHMENT
SP1 G28	MAJOR CONTRACT ITEMS
SP1 G37	SPECIALTY ITEMS
SP1 G43	FUEL PRICE ADJUSTMENT
SP1 G63	DISADVANTAGED BUSINESS ENTERPRISE (LOCAL GOVERNMENT AGENCIES)
SP1 G85	CERTIFICATION FOR FEDERAL-AID CONTRACTS
SP1 G88	CONTRACTOR'S LICENSE REQUIREMENTS
SP1 G100	U.S. DEPARTMENT OF TRANSPORTATION HOTLINE
SP1 G112A	SUBSURFACE INFORMATION
SP1 G115	LOCATING EXISTING UNDERGROUND UTILITIES
SP1 G118	RESOURCE CONSERVATION AND ENVIRONMENTALLY SUSTAINABLE PRACTICES
SP1 G120	DOMESTIC STEEL
SP1 G145	TWELVE MONTH GUARANTEE
SP1 G151	IRAN DIVESTMENT ACT
SP1 G152	GIFTS FROM VENDORS AND CONTRACTORS
SP1 G160	LIABILITY INSURANCE
SP1 G180	EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION
SP1 G181	PROCEDURE FOR MONITORING BORROW PIT DISCHARGE
SP1 G184	EMPLOYMENT
SP1 G185	STATE HIGHWAY ADMINISTRATOR TITLE CHANGE
SP1 G186	SUBLETTING OF CONTRACT
SP1 G190	REVISION TO FHWA-1273 CONCERNING TAP-FUNDED PROJECTS
SP1 G194	MOBILIZATION

PROJECT ROADWAY SPECIAL PROVISIONS:

SP2 R02A	CLEARING AND GRUBBING - METHOD II
SP2 R05	BURNING RESTRICTIONS
SP2 R45A	SHOULDER AND FILL SLOPE MATERIAL
SP3 R01	PIPE INSTALLATION

SP5 R14	AGGREGATE BASE COURSE
SP5 R28R	INCIDENTAL STONE BASE
SP6 R01	ASPHALT PAVEMENTS – SUPERPAVE
SP6 R15	ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES
SP6 R20	ASPHALT PLANT MIXTURES
SP6 R25	PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX
SP6 R45	FINAL SURFACE TESTING NOT REQUIRED
SP6 R49R	ASPHALT CONCRETE SURFACE COURSE COMPACTION
SP6 R58R	REPAIR OF EXISTING PAVEMENT
SP6 R76R	PAVEMENT WIDTH VARIES
SP6 R79AR	TRENCHING FOR BASE COURSE
SP6 R85R	ASPHALT CONCRETE SURFACE COURSE, TYPE xxx (Leveling Course)
SP8 R45	CONVERTING EXISTING DROP INLET TO SHOULDER DROP INLET
SP8 R50	CONVERT EXISTING [name 1] TO [name 2]
SP8R85	TEMPORARY WOVEN WIRE FENCE
SP8 R95R	ADJUSTMENT OF MANHOLES
SP8 R96R	ADJUSTMENT TO MANHOLES
SP8 R97R	ADJUSTMENT OF MANHOLES, METER BOXES, AND VALVE BOXES
SP8 R105	PREFORMED SCOUR HOLE WITH LEVEL SPREADER APRON
SP8 R126	DETECTABLE WARNINGS FOR PROPOSED CURB RAMPS
SP9 R02	STREET SIGNS AND MARKERS AND ROUTE MARKERS
SP10 R01	MATERIALS
SP10 R02	HIGH STRENGTH CONCRETE FOR DRIVEWAYS
SP10 R05	SELECT MATERIAL, CLASS III, TYPE 3
SP10 R10	SHOULDER AND SLOPE BORROW
SP10 R20	GROUT PRODUCTION AND DELIVERY
SP10 R25	GEOSYNTHETICS
SP11 R02	TEMPORARY SHORING
SP11 R05	TEMPORARY TRAFFIC CONTROL DEVICES
SP11 R10	TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS
SP16 R02	PERMANENT SEEDING AND MULCHING
SP16 R03R	EROSION AND STORMWATER CONTROL FOR SHOULDER CONSTRUCTION AND RECONSTRUCTION
S-3	STABILIZATION REQUIREMENTS
T-1	WATTLE

PROJECT STANDARD SPECIAL PROVISIONS

Z-2	AVAILABILITY OF FUNDS – TERMINATION OF CONTRACT
Z-3	NCDOT GENERAL SPECIFICATIONS FOR SEED QUALITY/SEED MIX
Z-4	ERRATA
Z-4A	PLANTS AND PEST QUARANTINES
Z-6	AWARD OF CONTRACT
Z-7	MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS
Z-8	REQUIRED CONTRACT PROVISIONS FEDERAL – AID CONSTRUCTION CONTRACTS
Z-10	ON-THE-JOB TRAINING
Z-11	NAME CHANGE FOR NCDENR
Z-102	MINIMUM WAGES – GENERAL DECISION NC 160102 01/08/2016

Z-1 **PROJECT PERMITS**
 PERMITS

These Special Provisions shall be in addition to requirements listed elsewhere in this contract. In the event of discrepancies, the more stringent shall apply, in accordance with Federal and State Regulations.

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.

ALLOWABLE CHANGES TO THE NCDOT 2012 STANDARD SPECIFICATIONS:

11/1/12

1. Article 102-1 - Delete this section in its entirety.
2. Subarticle 102-8(B) Electronic Bids – Delete this section in its entirety.
3. Subarticle 102-12(A)-Paper Bids – In line 5 the reference to “Contract Officer” shall be changed to “Engineer”.

4. Subarticle 102-12(B) Electronic Bids – Delete this section in its entirety.
5. Subarticle 103-2(B) Electronic Bids – Delete this section in its entirety.
6. Subarticle 103-3(A)-Criteria for Withdrawal of Bid – Modify the reference “G.S.136-28.1” to “G.S.143-129.1”. In that same subarticle under (5), in the line 28, modify “State Contract Officer” to “Engineer”.
7. Article 103-7 - In the first sentence, modify “14” calendar days to “10” per G.S.143-129.
8. Article 103-9 - In the first sentence, modify “14” calendar days to “10” per G.S.143-129.
9. Article 105-9 Construction Stakes, lines and Grades - The Municipality will not set the stakes, lines or grades for this project.
10. Article 107-5 – In line 11, change the word “entity” to “municipality”.
11. Article 108-2 – Add the following requirement to this article after line 16 on page 1-65, “The municipality may add additional requirements as noted in the bid proposal”.
12. Article 108-3 – Change “Division Engineer” in line 18, to “Engineer”.
13. Article 108-4 – Change “Resident Engineer” in line 26 to “Engineer”.

PERMANENT VEGETATION ESTABLISHMENT:

(2-16-12) (Rev. 10-15-13)

104

SP1 G16

Establish a permanent stand of the vegetation mixture shown in the contract. During the period between initial vegetation planting and final project acceptance, perform all work necessary to establish permanent vegetation on all erodible areas within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the applicable section of the *2012 Standard Specifications*. All work required for initial vegetation planting shall be performed as a part of the work necessary for the completion and acceptance of the Intermediate Contract Time (ICT). Between the time of ICT and Final Project acceptance, or otherwise referred to as the vegetation establishment period, the Department will be responsible for preparing the required National Pollutant Discharge Elimination System (NPDES) inspection records.

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

operations performed in permanent vegetation establishment and the removal of temporary erosion control measures, whether occurring prior to or after placing traffic on the project.

Payment for *Response for Erosion Control, Seeding and Mulching, Repair Seeding, Supplemental Seeding, Mowing, Fertilizer Topdressing, Silt Excavation, and Stone for Erosion Control* will be made at contract unit prices for the affected items. Work required that is not represented by contract line items will be paid in accordance with Articles 104-7 or 104-3 of the *2012 Standard Specifications*. No additional compensation will be made for maintenance and removal of temporary erosion control items.

MAJOR CONTRACT ITEMS:

(2-19-02) 104 SP1 G28

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

SPECIALTY ITEMS:

(7-1-95)(Rev. 1-17-12) 108-6 SP1 G37

None of the items included in this contract will be specialty items (see Article 108-6 of the *2012 Standard Specifications*).

DISADVANTAGED BUSINESS ENTERPRISE (LOCAL GOVERNMENT AGENCIES):

(10-16-07)(Rev. 1-17-17) 102-15(J) SP1 G63

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 **Town of Mooresville** to the bidder confirming the Contractor's approved, committed DBE participation along with a listing of the committed DBE firms.

Local Government Agencies (LGA) - The entity letting the contract.

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

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

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

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

Forms and Websites Referenced in this Provision

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

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

RF-1 DBE Replacement Request Form - Form for replacing a committed DBE.

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

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

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

DBE Goal

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

Disadvantaged Business Enterprises **[12]** %

- (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 **Town of Mooresville**.

Directory of Transportation Firms (Directory)

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

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

Listing of DBE Subcontractors

At the time of bid, bidders shall submit all DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be used toward the overall race-neutral goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

(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. **Town of Mooresville** 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 NCDOT's form titled *Letter of Intent*.

The documentation shall be received in the office of the **Town of Mooresville** no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth 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 10:00 a.m. on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed DBE to be used toward the DBE goal, or if the form is incomplete (i.e. both signatures are not present), the DBE participation will not count toward meeting the DBE goal. If the lack of this participation drops the commitment below the DBE goal, the Contractor shall submit evidence of good faith efforts, completed in its entirety, to the **Engineer** no later than 2:00 p.m. 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 10:00 a.m. on the next official state business day.

Submission of Good Faith Effort

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

One complete set and **3** copies of this information shall be received in the office of the **Engineer** no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth 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 10:00 a.m. 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 Town of Mooresville 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 NCDOT's Business Opportunity and Work Force Development Unit at DBE@ncdot.gov to give notification of the bidder's inability to get DBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the DBE goal.

In addition, the Town of Mooresville 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 **Town of Mooresville** may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

If the **Town of Mooresville** does not award the contract to the apparent lowest responsive bidder, **Town of Mooresville** reserves the right to award the contract to the next lowest responsive bidder that can satisfy to **Town of Mooresville** 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 NCDOT'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 **Town of Mooresville**. **Town of Mooresville'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, **Town of Mooresville** 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. The prime contractor must give the DBE firm five (5) calendar days to respond to the prime contractor's notice of termination and advise the prime contractor and the Department of the reasons, if any, why the firm objects to the proposed termination of its subcontract and why the Department should not approve the action.

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 NCDOT after the SAF (*Subcontract Approval Form*) has been received by **the Town of Mooresville, Town of Mooresville** 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 **Town of Mooresville** 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 **Engineer** (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. **Town of Mooresville** 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 NCDOT'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.

CARGO PREFERENCE ACT:

(2-16-16)

Privately owned United States-flag commercial vessels transporting cargoes are subject to the Cargo Preference Act (CPA) of 1954 requirements and regulations found in 46 CFR 381.7. Contractors are directed to clause (b) of 46 CFR 381.7 as follows:

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees-

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

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 AND ENVIRONMENTALLY SUSTAINABLE PRACTICES:

(5-21-13) (Rev. 5-19-15)

104-13

SP1 G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(3), and NCGS 136-28.8, it is the objective of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, to find ways to recycle and reuse materials, to consider and minimize, where economically feasible, the environmental impacts associated with agency land use and acquisition, construction, maintenance and facility management for the benefit of the Citizens of North Carolina.

To achieve the mission of reducing environmental impacts across the state, the Department is committed to supporting the efforts to initiate, develop and use products and construction methods that incorporate the use of recycled, solid waste products and environmentally sustainable practices in accordance with Article 104-13 of the *Standard Specifications*.

Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills and any practice that minimizes the environmental impact on the project annually on the Project Construction Reuse and Recycling Reporting Form. The Project Construction Reuse and Recycling Reporting Form and a location tool for local recycling facilities are available at:

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

Submit the Project Construction Reuse and Recycling Reporting Form by August 1 annually to valuemanagementunit@ncdot.gov. For questions regarding the form or reporting, please contact the State Value Management Engineer at 919-707-4810.

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.

TWELVE MONTH GUARANTEE – LGA Projects

(10-7-13)

108

SP1 G146

- (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 **Town of Mooresville**. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the **Town of Mooresville**, 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 **Town of Mooresville'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. The **Town of Mooresville** 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 **Town of Mooresville** 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.

IRAN DIVESTMENT ACT:

(5-17-16)

SP01 G151

As a result of the Iran Divestment Act of 2015 (Act), Article 6E, N.C. General Statute § 147-86.55, the State Treasurer published the Final Divestment List (List) which includes the Final Divestment List-Iran, and the Parent and Subsidiary Guidance-Iran. These lists identify companies and persons engaged in investment activities in Iran and will be updated every 180 days. The List can be found at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>

By submitting the Offer, the Contractor certifies that, as of the date of this bid, it is not on the then-current List created by the State Treasurer. The Contractor must notify the Department immediately if, at any time before the award of the contract, it is added to the List.

As an ongoing obligation, the Contractor must notify the Department immediately if, at any time during the contract term, it is added to the List. Consistent with § 147-86.59, the Contractor shall not contract with any person to perform a part of the work if, at the time the subcontract is signed, that person is on the then-current List.

During the term of the Contract, should the Department receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract.

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.

LIABILITY INSURANCE:

(5-20-14)

SP1 G160

Revise the *2012 Standard Specifications* as follows:

Page 1-60, Article 107-15 LIABILITY INSURANCE, line 16, add the following as the second sentence of the third paragraph:

Prior to beginning services, all contractors shall provide 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, irrespective of whether having regularly in service fewer than three employees.

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:

(1-16-07) (Rev 11-22-16)

105-16, 225-2, 16

SP1 G180

General

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

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

(A) Certified Supervisor - Provide a certified Erosion and Sediment Control/Stormwater Supervisor to manage the Contractor and subcontractor operations, insure compliance with Federal, State and Local ordinances and regulations, and manage the Quality Control Program.

(B) Certified Foreman - Provide a certified, trained foreman for each construction operation that increases the potential for soil erosion or the possible sedimentation and turbidity of surface waters.

(C) Certified Installer - Provide a certified installer to install or direct the installation for erosion or sediment/stormwater control practices.

(D) Certified Designer - Provide a certified designer for the design of the erosion and sediment control/stormwater component of reclamation plans and, if applicable, for the design of the project erosion and sediment control/stormwater plan.

Roles and Responsibilities

(A) Certified Erosion and Sediment Control/Stormwater Supervisor - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:

(1) Manage Operations - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.

(a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.

(b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.

(c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.

(d) Implement the erosion and sediment control/stormwater site plans requested.

(e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.

(f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.

(g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.

(h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.

(i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.

(j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.

(k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.

(2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references NCG010000, General Permit to Discharge Stormwater under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:

- (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
 - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days and within 24 hours after a rainfall event of 0.5 inch that occurs within a 24 hour period. Additional monitoring may be required at the discretion of Division of Water Resources personnel if the receiving stream is 303(d) listed for turbidity and the project has had documented problems managing turbidity.
 - (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
 - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
 - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
 - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
 - (g) Provide secondary containment for bulk storage of liquid materials.
 - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the General Permit, NCG010000.
 - (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.
- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:
- (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
 - (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
 - (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
 - (d) Conduct the inspections required by the NPDES permit.
 - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
 - (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
 - (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
 - (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
 - (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
 - (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.

(B) Certified Foreman - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:

- (1) Foreman in charge of grading activities
- (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
- (3) Foreman in charge of utility activities

The Contractor may request to use the same person as the Level II Supervisor and Level II Foreman. This person shall be onsite whenever construction activities as described above are taking place. This request shall be approved by the Engineer prior to work beginning.

The Contractor may request to name a single Level II Foreman to oversee multiple construction activities on small bridge or culvert replacement projects. This request shall be approved by the Engineer prior to work beginning.

(C) Certified Installers - Provide at least one onsite, Level I Certified Installer for each of the following erosion and sediment control/stormwater crew:

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

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

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

Preconstruction Meeting

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

Ethical Responsibility

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

Revocation or Suspension of Certification

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

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

- (A) Failure to adequately perform the duties as defined within this certification provision.
- (B) Issuance of an ICA, NOV, or Cease and Desist Order.
- (C) Failure to fully perform environmental commitments as detailed within the permit conditions and specifications.
- (D) Demonstration of erroneous documentation or reporting techniques.
- (E) Cheating or copying another candidate's work on an examination.
- (F) Intentional falsification of records.
- (G) Directing a subordinate under direct or indirect supervision to perform any of the above actions.
- (H) Dismissal from a company for any of the above reasons.
- (I) Suspension or revocation of one's certification by another entity.

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

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

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

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

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

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

Measurement and Payment

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

PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:

(2-20-07) (Rev. 3-20-13)

105-16, 230, 801

SP1 G181

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

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

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

During the Environmental Assessment required by Article 230-4 of the *2012 Standard Specifications*, the Contractor shall define the point at which the discharge enters into the State's surface waters and the appropriate sampling locations. Sampling locations shall

include points upstream and downstream from the point at which the discharge enters these waters. Upstream sampling location shall be located so that it is not influenced by backwater conditions and represents natural background conditions. Downstream sampling location shall be located at the point where complete mixing of the discharge and receiving water has occurred.

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

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

The Contractor shall use the *NCDOT Turbidity Reduction Options for Borrow Pits Matrix*, available at

http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/fieldops/downloads/Files/TurbidityReductionOptionSheet.pdf

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

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

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

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”.

SUBLETTING OF CONTRACT:

(11-18-2014)

108-6

SP1 G186

Revise the *2012 Standard Specifications* as follows:

Page 1-66, Article 108-6 Subletting of Contract, line 37, add the following as the second sentence of the first paragraph:

All requests to sublet work shall be submitted within 30 days of the date of availability or prior to expiration of 20% of the contract time, whichever date is later, unless otherwise approved by the Engineer.

Page 1-67, Article 108-6 Subletting of Contract, line 7, add the following as the second sentence of the fourth paragraph:

Purchasing materials for subcontractors is not included in the percentage of work required to be performed by the Contractor. If the Contractor sublets items of work but elects to purchase material for the subcontractor, the value of the material purchased will be included in the total dollar amount considered to have been sublet.

REVISION TO FHWA-1273 CONCERNING TAP-FUNDED PROJECTS:

(10-15-13)

SP1 G190

Revise the *Standard Special Provision FHWA-1273 Required Contract Provisions Federal-Aid Construction Contracts* as follows:

Replace the last sentence in Section I.4 and the third sentence in the first paragraph of Section IV with the following:

Transportation Alternative Program (TAP)-funded projects shall have the same requirements as Federal-Aid highway projects except physical location exceptions will not apply.

MOBILIZATION:

(09-15-15)

800

SP1 G194

Revise the *2012 Standard Specifications* as follows:

Page 8-1, Subarticle 800-2 Measurement and Payment, add the following:

For projects that have a delayed availability date of 90 calendar days or more after contract execution, the first mobilization payment may be for the verified actual cost of paid bond premiums. This payment will only be made upon request by the contractor with supporting documentation including invoice and proof of payment. This payment will be limited to 1% of the amount bid for the contract and the subsequent mobilization payment will be reduced by an equal amount to follow the payment schedule as shown above. In no case will more than 5% of the amount bid for the contract be paid before the last partial pay estimate.

CLEARING AND GRUBBING - METHOD II:

(9-17-02) (Rev.8-18-15)

200

SP2 R02A

Perform clearing on this project to the limits established by Method "II" shown on Standard Drawing No. 200.02 of the *2012 Roadway Standard Drawings*. Conventional clearing methods may be used except where permit drawings or conditions have been included in the proposal which require certain areas to be cleared by hand methods.

For all trees to be removed, the stump shall be removed to a depth of 2-feet by grinding or excavation, and the hole shall be filled with soil material meeting the specification for "Lawn Type Appearance" included in these Special Provisions.

BURNING RESTRICTIONS:

(7-1-95)

200, 210, 215

SP2 R05

Open burning is not permitted on any portion of the right-of-way limits established for this project. Do not burn the clearing, grubbing or demolition debris designated for disposal and generated from the project at locations within the project limits, off the project limits or at any

waste or borrow sites in this county. Dispose of the clearing, grubbing and demolition debris by means other than burning, according to state or local rules and regulations.

SHOULDER AND FILL SLOPE MATERIAL:

(5-21-02)

235, 560

SP2 R45 A

Description

Perform the required shoulder and slope construction for this project in accordance with the applicable requirements of Section 560 and Section 235 of the *2012 Standard Specifications*.

Measurement and Payment

Where the material has been obtained from an authorized stockpile or from a borrow source and *Borrow Excavation* is not included in the contract, no direct payment will be made for this work, as the cost of this work will be part of the work being paid at the contract lump sum price for *Grading*. If *Borrow Excavation* is included in this contract and the material has been obtained from an authorized stockpile or from a borrow source, measurement and payment will be as provided in Section 230 of the *2012 Standard Specifications* for *Borrow Excavation*.

PIPE INSTALLATION:

(11-20-12) (Rev. 8-18-15)

300

SP3 R01

Revise the *2012 Standard Specifications* as follows:

Page 3-1, Article 300-2, Materials, line 15, in the materials table, replace “Flowable Fill” and “Geotextiles” with the following:

Item	Section
Flowable Fill, Excavatable	1000-6
Grout, Type 2	1003
Geotextiles, Type 4	1056

Page 3-1, Article 300-2, Materials, lines 23-24, replace sentence with the following:

Provide foundation conditioning geotextile and geotextile to wrap pipe joints in accordance with Section 1056 for Type 4 geotextile.

Page 3-3, Subarticle 300-6(A), Rigid Pipe, line 2, in the first paragraph, replace “an approved non-shrink grout.” with “grout.” and line 4, in the second paragraph, replace “filtration geotextile” with “geotextile”.

Page 3-3, Article 300-7, Backfilling, lines 37-38, in the first and second sentences of the fifth paragraph, replace “Excavatable flowable fill” with “Flowable fill”.

AGGREGATE BASE COURSE:

(11-18-14)

520

SP5 R14

Revise the *2012 Standard Specifications* as follows:

Page 5-10, Article 520-5 HAULING AND PLACING AGGREGATE BASE MATERIAL, add the following sentence to the end of the first paragraph starting on line 21:

In addition, as approved by the Engineer, place by end dumping aggregate on approved sandy subgrade soils to provide a working platform and reduce wheel rutting of the subgrade. When allowed, end dumping will be limited to a uniformly spread thickness of 2 to 3 inches prior to placing the remaining aggregate thickness with a mechanical spreader.

INCIDENTAL STONE BASE:

(7-1-95) (Rev.8-21-12)

545

SP5 R28R

Description

Place incidental stone base on driveways, mailboxes, etc. immediately after paving and do not have the paving operations exceed stone base placement by more than one week without written permission of the Engineer.

Materials and Construction

Provide and place incidental stone base in accordance with Section 545 of the *2012 Standard Specifications*.

Measurement and Payment

Incidental Stone Base will be measured and paid in accordance with Article 545-6 of the *2012 Standard Specifications*.

ASPHALT PAVEMENTS - SUPERPAVE:

(6-19-12) (Rev. 8-16-16)

605, 609, 610, 650

SP6 R01

Revise the *2012 Standard Specifications* as follows:

Page 6-3, Article 605-7, APPLICATION RATES AND TEMPERATURES, replace this article, including Table 605-1, with the following:

Apply tack coat uniformly across the existing surface at target application rates shown in Table 605-1.

APPLICATION RATES FOR TACK COAT	
Existing Surface	Target Rate (gal/sy)
	Emulsified Asphalt
New Asphalt	0.04 ± 0.01
Oxidized or Milled Asphalt	0.06 ± 0.01
Concrete	0.08 ± 0.01

Apply tack coat at a temperature within the ranges shown in Table 605-2. Tack coat shall not be overheated during storage, transport or at application.

TABLE		605-2
APPLICATION TEMPERATURE FOR TACK COAT		
Asphalt Material	Temperature Range	
Asphalt Binder, Grade PG 64-22	350 - 400°F	
Emulsified Asphalt, Grade RS-1H	130 - 160°F	
Emulsified Asphalt, Grade CRS-1	130 - 160°F	
Emulsified Asphalt, Grade CRS-1H	130 - 160°F	
Emulsified Asphalt, Grade HFMS-1	130 - 160°F	
Emulsified Asphalt, Grade CRS-2	130 - 160°F	

Page 6-6, Subarticle 607-5(A), Milled Asphalt Pavement, line 25, add the following to the end of the paragraph:

Areas to be paid under these items include mainline, turn lanes, shoulders, and other areas milled in conjunction with the mainline and any additional equipment necessary to remove pavement in the area of manholes, water valves, curb, gutter and other obstructions.

Page 6-6, Subarticle 607-5(C), Incidental Milling, lines 42-48, replace the paragraph with the following:

Incidental Milling to be paid will be the actual number of square yards of surface milled where the Contractor is required to mill butt joints, irregular areas and intersections milled as a separate operation from mainline milling and re-mill areas that are not due to the Contractor's negligence whose length is less than 100 feet. Measurement will be made as provided in Subarticle 607-5(A) for each cut the Contractor is directed to perform. Where the Contractor elects to make multiple cuts to achieve the final depth, no additional measurement will be made. Compensation will be made at the contract unit price per square yard for *Incidental Milling*.

Page 6-7, Article 609-3, FIELD VERIFICATION OF MIXTURE AND JOB MIX FORMULA ADJUSTMENTS, lines 35-37, delete the second sentence of the second paragraph.

Page 6-18, Article 610-1 DESCRIPTION, lines 40-41, delete the last sentence of the last paragraph.

Page 6-19, Subarticle 610-3(A), Mix Design-General, line 5, add the following as the first paragraph:

Warm mix asphalt (WMA) is allowed for use at the Contractor's option in accordance with the NCDOT Approved Products List for WMA Technologies available at:

<https://connect.ncdot.gov/resources/Materials/MaterialsResources/Warm%20Mix%20Asphalt%20Approved%20List.pdf>

Page 6-20, Subarticle 610-3(C), Job Mix Formula (JMF), lines 47-48, replace the last sentence of the third paragraph with the following:

The JMF mix temperature shall be within the ranges shown in Table 610-1 unless otherwise approved.

Page 6-21, Subarticle 610-3(C) Job Mix Formula (JMF), replace Table 610-1 with the following:

TABLE 610-1

MIXING TEMPERATURE AT THE ASPHALT PLANT

Binder Grade	JMF Mix Temperature
PG 58-28; PG 64-22	250 - 290°F
PG 70-22	275- 305°F
PG 76-22	300- 325°F

Page 6-21, Subarticle 610-3(C) Job Mix Formula (JMF), lines 1-2, in the first sentence of the first paragraph, delete “and compaction”. Lines 4-7, delete the second paragraph and replace with the following:

When RAS is used, the JMF mix temperature shall be established at 275°F or higher.

Page 6-22, Article 610-4, WEATHER, TEMPERATURE AND SEASONAL LIMITATIONS FOR PRODUCING AND PLACING ASPHALT MIXTURES, lines 15-17, replace the second sentence of the first paragraph with the following:

Do not place asphalt material when the air or surface temperatures, measured at the location of the paving operation away from artificial heat, do not meet Table 610-5.

Page 6-23, Article 610-4, WEATHER, TEMPERATURE AND SEASONAL LIMITATIONS FOR PRODUCING AND PLACING ASPHALT MIXTURES, replace Table 610-5 with the following:

TABLE 610-5	
PLACEMENT TEMPERATURES FOR ASPHALT	
Asphalt Concrete Mix Type	Minimum Surface and Air Temperature
B25.0B, C	35°F
I19.0B, C, D	35°F
SF9.5A, S9.5B	40°F ^A
S9.5C, S12.5C	45°F ^A
S9.5D, S12.5D	50°F

A. For the final layer of surface mixes containing recycled asphalt shingles (RAS), the minimum surface and air temperature shall be 50°F.

Page 6-23, Subarticle 610-5(A), General, lines 33-34, replace the last sentence of the third paragraph with the following:

Produce the mixture at the asphalt plant within ± 25 °F of the JMF mix temperature. The temperature of the mixture, when discharged from the mixer, shall not exceed 350°F.

Page 6-26, Article 610-7, HAULING OF ASPHALT MIXTURE, lines 22-23, in the fourth sentence of the first paragraph replace “so as to overlap the top of the truck bed and” with “to”. Line 28, in the last paragraph, replace “+15 °F to -25 °F of the specified JMF temperature.” with “ ± 25 °F of the specified JMF mix temperature.”

Page 6-26, Article 610-8, SPREADING AND FINISHING, line 34, add the following new paragraph:

As referenced in Section 9.6.3 of the *HMA/QMS Manual*, use the automatic screed controls on the paver to control the longitudinal profile. Where approved by the Engineer, the Contractor has the option to use either a fixed or mobile string line.

Page 6-29, Article 610-13, Final Surface Testing and Acceptance, line 39, add the following after the first sentence in the first paragraph:

Smoothness acceptance testing using the inertial profiler is not required on ramps, loops and turn lanes.

Page 6-30, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 15-16, replace the fourth sentence of the fourth paragraph with the following:

The interval at which relative profile elevations are reported shall be 2”.

Page 6-30, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 25-28, replace the ninth paragraph with the following:

Operate the profiler at any speed as per the manufacturer’s recommendations to collect valid data.

Page 6-30, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 30-31, delete the third sentence of the tenth paragraph.

Page 6-31, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 11-13, replace the first sentence of the third paragraph with the following:

After testing, transfer the profile data from the profiler portable computer’s hard drive to a write once storage media (Flash drive, USB, DVD-R or CD-R) or electronic media approved by the Engineer.

Page 6-31, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 17-18, replace the first sentence of the fourth paragraph with the following:

Submit a report with the documentation and electronic data of the evaluation for each section to the Engineer within 10 days after completion of the smoothness testing. The report shall be in the tabular format for each 0.10 segment or a portion thereof with a summary of the MRI values and the localized roughness areas including corresponding project station numbers or acceptable reference points. Calculate the pay adjustments for all segments in accordance with the formulas in Sections (1) and (2) shown below. The Engineer shall review and approval all pay adjustments unless corrective action is required.

Page 6-31, Subarticle 610-13(A)(1), Acceptance for New Construction, lines 36-37, replace the third paragraph with the following:

The price adjustment will apply to each 0.10-mile section or prorated for a portion thereof, based on the Mean Roughness Index (MRI), the average IRI values from both wheel paths.

Page 6-32, Subarticle 610-13(A)(2), Localized Roughness, lines 12-16, replace the first paragraph with the following:

Areas of localized roughness shall be identified through the “Smoothness Assurance Module (SAM)” provided in the ProVAL software. Use the SAM report to optimize repair strategies by analyzing the measurements from profiles collected using inertial profilers. The ride quality threshold for localized roughness shall be 165 in/mile for any sections that are 15 ft. to 100 ft. in length at the continuous short interval of 25 ft. Submit a continuous roughness report to identify each section with project station numbers or reference points outside the threshold and identify all localized roughness, with the signature of the Operator included with the submitted IRI trace and electronic files.

Page 6-32, Subarticle 610-13(A)(2), Localized Roughness, line 21, add the following new paragraph:

If the Engineer does not require corrective action, the pay adjustment for each area of localized roughness shall be based on the following formula:

$$PA = (165 - LR\#) 5$$

Where:

PA = Pay Adjustment (dollars)

LR# = The Localized Roughness number determined from SAM report for the ride quality threshold

Page 6-41, Subarticle 650-3(B), Mix Design Criteria, replace Table 650-1 with the following:

**TABLE 650-1
OGAFC GRADATION CRITERIA**

Grading Requirements	Total Percent Passing		
	Type FC-1	Type FC-1 Modified	Type FC-2 Modified
Sieve Size (mm)			
19.0	-	-	100
12.5	100	100	80 - 100
9.50	75 - 100	75 - 100	55 - 80

4.75	25 - 45	25 - 45	15 - 30
2.36	5 - 15	5 - 15	5 - 15
0.075	1.0 - 3.0	1.0 - 3.0	2.0 - 4.0

ASPHALT CONCRETE PLANT MIX PAVEMENTS:

(2-20-18)

610, 1012

SP6 R65

Revise the Roadway Special Provision entitled “Asphalt Pavements – Superpave” and the 2012 Standard Specifications as follows:

Page 6-21, Table 610-1, MIXING TEMPERATURE AT THE ASPHALT PLANT, replace with the following:

TABLE 610-1 MIXING TEMPERATURE AT THE ASPHALT PLANT	
Binder Grade	JMF Temperature
PG 58-28; PG 64-22	250 - 290°F
PG 76-22	300 - 325°F

Page 6-21, Subarticle 610-3(C), Job Mix Formula (JMF), lines 1-3, delete the fourth paragraph.

Page 6-21, Subarticle 610-3(C), Job Mix Formula (JMF), line 21, replace “SF9.5A” with “S9.5B”.

Page 6-22, Table 610-3, MIX DESIGN CRITERIA, replace with the following:

TABLE 610-3 MIX DESIGN CRITERIA										
Mix Type	Design ESALs millions^A	Binder PG Grade^B	Compaction Levels		Max. Rut Depth (mm)	Volumetric Properties				
			Gmm @			VMA % Min.	VTM %	VFA Min.-Max.	%Gmm @ Nini	
			Nini	Ndes						
S4.75A	< 1	64 - 22	6	50	11.5	16.0	4.0 - 6.0	65 - 80	≤ 91.5	
S9.5B	0 - 3	64 - 22	6	50	9.5	16.0	3.0 - 5.0	70 - 80	≤ 91.5	
S9.5C	3 - 30	64 - 22	7	65	6.5	15.5	3.0 - 5.0	65 - 78	≤ 90.5	
S9.5D	> 30	76 - 22	8	100	4.5	15.5	3.0 - 5.0	65 - 78	≤ 90.0	
I19.0C	ALL	64 - 22	7	65	-	13.5	3.0 - 5.0	65 - 78	≤ 90.5	
B25.0C	ALL	64 - 22	7	65	-	12.5	3.0 - 5.0	65 - 78	≤ 90.5	
			Design Parameter				Design Criteria			
All Mix Types			Dust to Binder Ratio ($P_{0.075} / P_{be}$)				0.6 - 1.4 ^C			
			Tensile Strength Ratio (TSR) ^D				85% Min. ^E			

- A. Based on 20 year design traffic.
- B. Volumetric Properties based on specimens compacted to N_{des} as modified by the Department.
- C. Dust to Binder Ratio ($P_{0.075} / P_{be}$) for Type S4.75A is 1.0 - 2.0.
- D. NCDOT-T-283 (No Freeze-Thaw cycle required).
- E. TSR for Type S4.75A & B25.0C mixes is 80% minimum.

Page 6-22, Table 610-4, SUPERPAVE APPLICABLE VIRGIN ASPHALT GRADES replace with the following:

TABLE 610-4 MAXIMUM RECYCLED BINDER REPLACEMENT PERCENTAGE (RBR%)			
Recycled Material	Intermediate & Base Mixes	Surface Mixes	Mixes using 76-22
RAS	23%	20%	18%
RAP OR RAP/RAS Combination	45%	40%	18%

Page 6-22, insert with the following:

TABLE 610-5 BINDER GRADE REQUIREMENTS (BASED ON RBR%)			
Mix Type	%RBR ≤ 20%	21% ≤ %RBR ≤ 30%	%RBR > 30%
S4.75A, S9.5B, S9.5C, I19.0C, B25.0C	PG 64-22	PG 64-22 ^A	PG 58-28
S9.5D, OGFC	PG 76-22 ^B	n/a	n/a

A. If the mix contains any amount of RAS, the virgin binder shall be PG 58-28.

B. Maximum Recycled Binder Replacement (%RBR) is 18% for mixes using PG 76-22 binder.

Page 6-23, Table 610-5, PLACEMENT TEMPERATURES FOR ASPHALT, replace with the following:

TABLE 610-6 PLACEMENT TEMPERATURES FOR ASPHALT	
Asphalt Concrete Mix Type	Minimum Surface and Air Temperature
B25.0C	35°F
I19.0C	35°F
S4.75A, S9.5B, S9.5C	40°F ^A
S9.5D	50°F

A. If the mix contains any amount of RAS, The virgin binder shall be PG 58-28.

Page 6-28, Table 610-6, DENSITY REQUIREMENTS, replace with the following:

TABLE 610-7 DENSITY REQUIREMENTS	
Mix Type	Minimum % G _{mm} (Maximum Specific Gravity)
S4.75A	85.0 ^A
S9.5B	90.0
S9.5C, S9.5D, I19.0C, B25.0C	92.0

A. Compaction to the above specified density will be required when the S4.75A mix is applied at a rate of 100 lbs/sy or higher.

Page 6-37, Article 610-16 MEASUREMENT AND PAYMENT, replace with the following:

Pay Item	Pay Unit
Asphalt Concrete Base Course, Type B25.0C	Ton
Asphalt Concrete Intermediate Course, Type I19.0C	Ton
Asphalt Concrete Surface Course, Type S4.75A	Ton
Asphalt Concrete Surface Course, Type S9.5B	Ton
Asphalt Concrete Surface Course, Type S9.5C	Ton
Asphalt Concrete Surface Course, Type S9.5D	Ton

Page 10-27, Table 1012-1, AGGREGATE CONSENSUS PROPERTIES, replace with the following:

TABLE 1012-1 AGGREGATE CONSENSUS PROPERTIES ^A				
Mix Type	Coarse Aggregate Angularity ^B	Fine Aggregate Angularity % Minimum	Sand Equivalent % Minimum	Flat and Elongated 5 : 1 Ratio % Maximum
<i>Test Method</i>	<i>ASTM D5821</i>	<i>AASHTO T 304</i>	<i>AASHTO T 176</i>	<i>ASTM D4791</i>
S4.75A; S9.5B	75 / -	40	40	-

S9.5C; I19.0C; B25.0C	95 / 90	45	45	10
S9.5D	100 / 100	45	50	10
OGFC	100 / 100	45	45	10
UBWC	100 / 85	45	45	10

A. Requirements apply to the design aggregate blend.

B. 95 / 90 denotes that 95% of the coarse aggregate has one fractured face and 90% has 2 or more fractured faces.

PAVEMENT DESIGN MIX TYPE MODIFICATIONS:

(2-20-18)

610

SP6 R66

Description

In an effort to reduce the number of asphalt concrete pavement mix types, the department has made the following changes:

Where the “Pavement Schedule” in the plans calls for Asphalt Concrete Surface Course Type SF9.5A, Asphalt Concrete Surface Course Type S9.5B shall be used.

Where the “Pavement Schedule” in the plans calls for either Asphalt Concrete Intermediate Course Type B, C or D, Asphalt Concrete Intermediate Course Type I19.0C shall be used.

Where the “Pavement Schedule” in the plans call for Asphalt Concrete Base Course Type B25.0B, Asphalt Concrete Base Course Type B25.0C shall be used.

In addition, see the project special provision entitled “Asphalt Concrete Plant Mix Pavements” contained elsewhere in the proposal.

Measurement and Payment

The pay items in this proposal reflects these changes. The pavement schedule in the plans will not be revised to reflect these changes.

ASPHALT PLANT MIXTURES:

(7-1-95)

609

SP6 R20

Place asphalt concrete base course material in trench sections with asphalt pavement spreaders made for the purpose or with other equipment approved by the Engineer.

PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:

(11-21-00)

620

SP6 R25

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the *2012 Standard Specifications*.

The base price index for asphalt binder for plant mix is **\$ 553.33** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **8/1/2018**.

FINAL SURFACE TESTING NOT REQUIRED:

(5-18-04) (Rev. 2-16-16)

610

SP6 R45

Final surface testing is not required on this project in accordance with Section 610-13, *Final Surface Testing and Acceptance*.

ASPHALT CONCRETE SURFACE COURSE COMPACTION:

(7-1-95) (Rev. 8-21-12)

SP6 R49R

Compact the asphalt surface course on this project in accordance with Subarticle 610-9 of the *2012 Standard Specifications* and the following provision:

Perform the first rolling with a steel wheel roller followed by rolling with a self-propelled pneumatic tired roller with the final rolling by a steel wheel roller.

TRENCHING FOR BASE COURSE:

(7-1-95) (Rev.1-19-16)

610

SP6 R79AR

Perform all trenching necessary to place the asphalt concrete base course widening in accordance with the typical sections, at locations shown on the sketch maps, and as directed by the Engineer.

Perform the trenching for the base course on the same day that the base course is to be placed. If the base course cannot be placed on the same day the trench section is excavated, backfill the trench with earth material and compact it to the satisfaction of the Engineer. Once the trench is open, perform backfilling and re-opening of the trench at no cost to the Department.

The Contractor will be restricted to widening one side of the project at a time unless otherwise permitted by the Engineer. In widening, operate equipment and conduct operations in the same direction as the flow of traffic.

Compact the asphalt concrete base course in the widened areas using means and methods acceptable to the Engineer. Density testing will be performed in accordance with Section 10.3.4 of the *HMA/QMS Manual*.

Place the excavated material from trenching operation on the adjacent shoulder area as directed by the Engineer. Cut adequate weep holes in the excavated material to provide for adequate drainage as directed by the Engineer. Remove all excavated material from all drives to provide ingress and egress to abutting properties and from in front of mailboxes and paper boxes. Saw a neat edge and remove all asphalt and/or concrete driveways, and existing asphalt widening, as directed by the Engineer, to the width of the widening and dispose of any excavated concrete or asphalt materials. Properly reconnect driveways.

Upon completion of the paving operation, backfill the trench to the satisfaction of the Engineer. Properly dispose of any excess material remaining after this operation.

No direct payment will be made for trenching, sawing, and removal of driveways, depositing material on shoulder area, backfilling trench, or removal of spoil material, as the cost of this work shall be included in the bid unit price per ton for *Asphalt Concrete Base Course, Type B25.0B*.

ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5B (Leveling Course):

(7-1-95) (Rev. 8-21-12)

610

SP6 R85R

Place a leveling course of *Asphalt Concrete Surface Course, Type S9.5B* at locations shown on the sketch maps and as directed by the Engineer. The rate of this leveling course is not established but will be determined by allowing the screed to *drag* the high points of the section. It is anticipated that some map numbers will be leveled from beginning to end while others may only require a leveling course for short sections.

The Asphalt Concrete Surface Course, Type S9.5B (Leveling Course) shall meet the requirements of Section 610 of the *2012 Standard Specifications* except payment will be made at the contract unit price per ton for *Asphalt Concrete Surface Course, Type S9.5B (Leveling Course)*.

TEMPORARY WOVEN WIRE FENCE:

(7-1-95) (Rev. 1-19-16)

866

SP8 R85

Description

Construct a temporary woven wire fence, posts, gates, and barbed wire at locations shown on the plans.

Materials

Use only fabric and posts that have been approved by the Engineer. Materials shall meet the requirements of Article 866-2 of the *2012 Standard Specifications*.

Construction Methods

Construct the fence in accordance with Subarticle 866-3(C) and the *Roadway Standard Drawing* 866.02. The fence shall be maintained with fabric taut and securely fastened to the posts at all times. Barbed wire shall be installed along the top of the posts and at any ditch locations as determined by the Engineer.

After the fence has served its purpose and is no longer needed, as determined by the Engineer, it will become the property of the Contractor and shall be removed and disposed of by him.

Measurement and Payment

Temporary ___" Woven Wire Fence, Complete with Posts will be measured and paid as the actual number of linear feet of fence constructed and accepted, measured in place from center of end post to center of end post. Such price and payment will be full compensation for all materials, labor, fence maintenance, and incidentals including fence, posts, gates, and barbed wire necessary to satisfactorily complete the work.

Payment will be made under:

Pay Item	Pay Unit
Temporary ___" Woven Wire Fence, Complete with Posts	Linear Foot

ADJUSTMENT OF MANHOLES, METER BOXES, AND VALVE BOXES:

(7-1-95) REV

The Contractor's attention is directed to Article 858-3 of the 2012 Standard Specifications. Cast iron or steel fittings (rings) will **not** be permitted for the adjustment of manholes, meter boxes, and valve boxes on this project.

Make adjustments to manholes on this project using high early strength rapid set (grout, mortar, or concrete) **that is black in color** as approved by the Engineer. **Bag mixes will not be permitted unless otherwise approved by the Engineer.**

When milling roadway all existing manhole frames, rings, valve boxes, and meter boxes shall be removed and those areas covered with steel plates capable of carrying traffic. Once the asphalt surface course has been placed, the steel plate shall be removed and all manholes, meter boxes, and valve boxes shall be adjusted to finish grade of the new pavement. No separate measurement or payment will be made for furnishing, placing, maintaining or removing steel plates as the cost of this work shall be included in the unit price bid for *ADJUSTMENT OF MANHOLES* and *for ADJUSTMENT OF METER BOXES OR VALVE BOXES*

All manhole adjustments shall be completed within fourteen (14) calendar days from the time the paving is completed.

Payment will be made in accordance with Section 858 of the *Standard Specifications*.

PREFORMED SCOUR HOLE WITH LEVEL SPREADER APRON:

(10-15-02) (Rev. 10-20-09)

410

SP8 R105

Description

Construct and maintain preformed scour holes with spreader aprons at the locations shown on the plans and in accordance with the details in the plans. Work includes excavation, shaping and maintaining the hole and apron, furnishing and placing filter fabric, rip rap (class as specified in the plans) and permanent soil reinforcement matting.

Materials

Item	Section
Plain Rip Rap	1042
Filter Fabric	1056

The permanent soil reinforcement matting shall be permanent erosion control reinforcement mat and shall be constructed of synthetic or a combination of coconut and synthetic fibers evenly distributed throughout the mat between a bottom UV stabilized netting and a heavy duty UV stabilized top net. The matting shall be stitched together with UV stabilized polypropylene thread to form a permanent three dimensional structure. The mat shall have the following minimum physical properties:

Property	Test Method	Value Unit
Light Penetration	ASTM D6567	9 %
Thickness	ASTM D6525	0.40 in
Mass Per Unit Area	ASTM D6566	0.55 lb/sy
Tensile Strength	ASTM D6818	385 lb/ft
Elongation (Maximum)	ASTM D6818	49 %
Resiliency	ASTM D1777	>70 %
UV Stability *	ASTM 4355	≥80 %
Porosity (Permanent Net)	ECTC Guidelines	≥85 %
Maximum Permissible Shear Stress (Vegetated)	Performance Bench Test	≥8.0 lb/ft ²
Maximum Allowable Velocity (Vegetated)	Performance Bench Test	≥16.0 ft/s

*ASTM D1682 Tensile Strength and % strength retention of material after 1,000 hours of exposure.

Submit a certification (Type 1, 2, or 3) from the manufacturer showing:

- (A) The chemical and physical properties of the mat used, and
- (B) Conformance of the mat with this specification.

Construction Methods

All areas to be protected with the mat shall be brought to final grade and seeded in accordance with Section 1660 of the *2012 Standard Specifications*. The surface of the soil shall be smooth, firm, stable and free of rocks, clods, roots or other obstructions that would prevent the mat from lying in direct contact with the soil surface. Areas where the mat is to be placed will not need to be mulched.

Measurement and Payment

Preformed Scour Holes with Level Spreader Aprons will be measured and paid as the actual number incorporated into the completed and accepted work. Such price and payment will be full compensation for all work covered by this provision.

Payment will be made under:

Pay Item	Pay Unit
Preformed Scour Hole with Level Spreader Aprons	Each

DETECTABLE WARNINGS FOR PROPOSED CURB RAMPS:

(6-15-10) (Rev. 8-16-11)

848

SP8 R126

Description

Construct detectable warnings consisting of integrated raised truncated domes on proposed concrete curb ramps in accordance with the *2012 Standard Specifications*, plan details, the requirements of the *28 CFR Part 36 ADA Standards for Accessible Design* and this provision.

Materials

Detectable warning for proposed curb ramps shall consist of integrated raised truncated domes. The description, size and spacing shall conform to Section 848 of the *2012 Standard Specifications*.

Use material for detectable warning systems as shown herein. Material and coating specifications must be stated in the Manufacturers Type 3 Certification and all Detectable Warning systems must be on the NCDOT Approved Products List.

Install detectable warnings created from one of the following materials: precast concrete blocks or bricks, clay paving brick, gray or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile. Only one material type for detectable warning will be permitted per project, unless otherwise approved by the Engineer.

- (A) Detectable Warnings shall consist of a base with integrated raised truncated domes, and when constructed of precast concrete they shall conform to the material requirements of Article 848-2 of the *2012 Standard Specifications*.

- (B) Detectable Warnings shall consist of a base with integrated raised truncated domes, and may be comprised of other materials including, but not limited, to clay paving brick, gray iron or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile, which are cast into the concrete of the curb ramps. The material shall have an integral color throughout the thickness of the material. The detectable warning shall include fasteners or anchors for attachment in the concrete and shall be furnished as a system from the manufacturer.

Prior to installation, the Contractor shall submit to the Engineer assembling instructions from the manufacturer for each type of system used in accordance with Article 105-2 of the *2012 Standard Specifications*. The system shall be furnished as a kit containing all consumable materials and consumable tools, required for the application. They shall be capable of being affixed to or anchored in the concrete curb ramp, including green concrete (concrete that has set but not appreciably hardened). The system shall be solvent free and contain no volatile organic compounds (VOC). The static coefficient of friction shall be 0.8 or greater when measured on top of the truncated domes and when measured between the domes in accordance with ASTM C1028 (dry and wet). The system shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to degradation by motor fuels, lubricants and antifreeze.

- (C) When steel or gray iron or ductile iron casting products are provided, only products that meet the requirements of Subarticle 106-1(B) of the *2012 Standard Specifications* may be used. Submit to the Engineer a Type 6 Certification, catalog cuts and installation procedures at least 30 days prior to installation for all.

Construction Methods

- (A) Prior to placing detectable warnings in proposed concrete curb ramps, adjust the existing subgrade to the proper grade and in accordance with Article 848-3 of the *2012 Standard Specifications*.
- (B) Install all detectable warning in proposed concrete curb ramps in accordance with the manufacturer's recommendations.

Measurement and Payment

Detectable Warnings installed for construction of proposed curb ramps will not be paid for separately. Such payment will be included in the price bid for *Concrete Curb Ramps*.

STREET SIGNS AND MARKERS AND ROUTE MARKERS:

(7-1-95)

900

SP9 R02

Move any existing street signs, markers, and route markers out of the construction limits of the project and install the street signs and markers and route markers so that they will be visible to

the traveling public if there is sufficient right of way for these signs and markers outside of the construction limits.

Near the completion of the project and when so directed by the Engineer, move the signs and markers and install them in their proper location in regard to the finished pavement of the project.

Stockpile any signs or markers that cannot be relocated due to lack of right of way, or any signs and markers that will no longer be applicable after the construction of the project, at locations directed by the Engineer for removal by others.

The Contractor shall be responsible to the owners for any damage to any street signs and markers or route markers during the above described operations.

No direct payment will be made for relocating, reinstalling, and/or stockpiling the street signs and markers and route markers as such work shall be considered incidental to other work being paid for by the various items in the contract.

MATERIALS:

(2-21-12) (Rev. 11-22-16) 1000, 1002, 1005, 1016, 1018, 1024, 1050, 1074, 1078, 1080, 1081, 1086, 1084, SP10 R01
1087, 1092

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:

If any change is made to the mix design, submit a new mix design (with the exception of an approved pozzolan source change).

If any major change is made to the mix design, also submit new test results showing the mix design conforms to the criteria. Define a major change to the mix design as:

- (1) A source change in coarse aggregate, fine aggregate or cement.
- (2) A pozzolan class or type change (e.g. Class F fly ash to Class C fly ash).
- (3) A quantitative change in coarse aggregate (applies to an increase or decrease greater than 5%), fine aggregate (applies to an increase or decrease greater than 5%), water (applies to an increase only), cement (applies to a decrease only), or pozzolan (applies to an increase or decrease greater than 5%).

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; Page 10-8, Subarticle 1000-7(A), Materials, line 8; and Page 10-18, Article 1002-2, MATERIALS, line 9, add the following to the table of item references:

Item	Section
Type IL Blended Cement	1024-1

Page 10-1, Subarticle 1000-3(A), Composition and Design, lines 25-27, replace the second paragraph with the following:

Fly ash may be substituted for cement in the mix design up to 30% at a rate of 1.0 lb of fly ash to each pound of cement replaced.

Page 10-2, Subarticle 1000-3(A), Composition and Design, lines 12-21, delete the third paragraph through the sixth paragraph beginning with “If any change is made to the mix design, submit...” through “...(applies to a decrease only).”

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.

<i>Units</i>	<i>psi</i>					<i>inch</i>	<i>inch</i>	<i>lb/cy</i>	<i>lb/cy</i>	<i>lb/cy</i>	<i>lb/cy</i>
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	1.5 machine-placed 2.5 hand-placed	4	508	-	545	-
Sand Light-weight	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	-	Flow-able	-	-	40	100
Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	-	Flow-able	-	-	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 10-6, Subarticle 1000-4(I), Use of Fly Ash, lines 36-2, replace the first paragraph with the following:

Fly ash may be substituted for cement in the mix design up to 30% at a rate of 1.0 lb of fly ash to each pound of cement replaced. Use Table 1000-1 to determine the maximum allowable water-cementitious material (cement + fly ash) ratio for the classes of concrete listed.

Page 10-7, Table 1000-3, MAXIMUM WATER-CEMENTITIOUS MATERIAL RATIO, delete the table.

Page 10-7, Article 1000-5, HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE, lines 30-31, delete the second sentence of the third paragraph.

Page 10-19, Article 1002-3, SHOTCRETE FOR TEMPORARY SUPPORT OF EXCAVATIONS, line 30, add the following at the end of Section 1002:

(H) Handling and Storing Test Panels

Notify the Area Materials Engineer when preconstruction or production test panels are

made within 24 hours of shooting the panels. Field cure and protect test panels from damage in accordance with ASTM C1140 until the Department transports panels to the Materials and Tests Regional Laboratory for coring.

HIGH STRENGTH CONCRETE FOR DRIVEWAYS:

(11-21-00) (Rev. 1-17-12)

848

SP10 R02

Use high early strength concrete for all driveways shown in the plans and as directed by the Engineer. Provide high early strength concrete that meets the requirements of Article 1000-5 of the *2012 Standard Specifications*.

Measurement and payment will be in accordance with Section 848 of the *2012 Standard Specifications*.

SELECT MATERIAL, CLASS III, TYPE 3:

(1-17-12)

1016, 1044

SP10 R05

Revise the *2012 Standard Specifications* as follows:

Page 10-39, Article 1016-3, CLASS III, add the following after line 14:

Type 3 Select Material

Type 3 select material is a natural or manufactured fine aggregate material meeting the following gradation requirements and as described in Sections 1005 and 1006:

Percentage of Total by Weight Passing							
3/8"	#4	#8	#16	#30	#50	#100	#200
100	95-100	65-100	35-95	15-75	5-35	0-25	0-8

Page 10-39, Article 1016-3, CLASS III, line 15, replace “either type” with “Type 1, Type 2 or Type 3”.

Page 10-62, Article 1044-1, line 36, delete the sentence and replace with the following:

Subdrain fine aggregate shall meet Class III select material, Type 1 or Type 3.

Page 10-63, Article 1044-2, line 2, delete the sentence and replace with the following:

Subdrain coarse aggregate shall meet Class V select material.

SHOULDER AND SLOPE BORROW:

(3-19-13)

1019

SP10 R10

Use soil in accordance with Section 1019 of the *2012 Standard Specifications*. Use soil consisting of loose, friable, sandy material with a PI greater than 6 and less than 25 and a pH ranging from 5.5 to 7.0.

Soil with a pH ranging from 4.0 to 5.5 will be accepted without further testing if additional limestone is provided in accordance with the application rates shown in Table 1019-1A. Soil type is identified during the soil analysis. Soils with a pH above 7.0 require acidic amendments to be added. Submit proposed acidic amendments to the Engineer for review and approval. Soils with a pH below 4.0 or that do not meet the PI requirements shall not be used.

TABLE 1019-1A ADDITIONAL LIMESTONE APPLICATION RATE TO RAISE pH			
pH TEST RESULT	Sandy Soils Additional Rate (lbs. / Acre)	Silt Loam Soils Additional Rate (lbs. / Acre)	Clay Loam Soils Additional Rate (lbs. / Acre)
4.0 - 4.4	1,000	4,000	6,000
4.5 - 4.9	500	3,000	5,000
5.0 - 5.4	NA	2,000	4,000

Note: Limestone application rates shown in this table are in addition to the standard rate of 4000 lbs. / acre required for seeding and mulching.

No direct payment will be made for providing additional lime or acidic amendments for Ph adjustment.

GROUT PRODUCTION AND DELIVERY:

(3-17-15)

1003

SP10 R20

Revise the *2012 Standard Specifications* as follows:

Replace Section 1003 with the following:

**SECTION 1003
GROUT PRODUCTION AND DELIVERY**

1003-1 DESCRIPTION

This section addresses cement grout to be used for structures, foundations, retaining walls, concrete barriers, embankments, pavements and other applications in accordance with the contract. Produce non-metallic grout composed of Portland cement and water and at the Contractor’s option or as required, aggregate and pozzolans. Include chemical admixtures as required or needed. Provide sand cement or neat cement grout as required. Define “sand

cement grout” as grout with only fine aggregate and “neat cement grout” as grout without aggregate.

The types of grout with their typical uses are as shown below:

Type 1 – A cement grout with only a 3-day strength requirement and a fluid consistency that is typically used for filling subsurface voids.

Type 2 – A nonshrink grout with strength, height change and flow conforming to ASTM C1107 that is typically used for foundations, ground anchors and soil nails.

Type 3 – A nonshrink grout with high early strength and freeze-thaw durability requirements that is typically used in pile blockouts, grout pockets, shear keys, dowel holes and recesses for concrete barriers and structures.

Type 4 – A neat cement grout with low strength, a fluid consistency and high fly ash content that is typically used for slab jacking.

Type 5 – A low slump, low mobility sand cement grout with minimal strength that is typically used for compaction grouting.

1003-2 MATERIALS

Refer to Division 10.

Item	Section
Chemical Admixtures	1024-3
Fine Aggregate	1014-1
Fly Ash	1024-5
Ground Granulated Blast Furnace Slag	1024-6
Portland Cement	1024-1
Silica Fume	1024-7
Water	1024-4

Do not use grout that contains soluble chlorides or more than 1% soluble sulfate. At the Contractor’s option, use an approved packaged grout instead of the materials above except for water. Use packaged grouts that are on the NCDOT Approved Products List.

Use admixtures for grout that are on the NCDOT Approved Products List or other admixtures in accordance with Subarticle 1024-3(E) except do not use concrete additives or unclassified or other admixtures in Type 4 or 5 grout. Use Class F fly ash for Type 4 grout and Type II Portland cement for Type 5 grout.

Use well graded rounded aggregate with a gradation, liquid limit (LL) and plasticity index (PI) that meet Table 1003-1 for Type 5 grout. Fly ash may be substituted for a portion of the fines in the aggregate. Do not use any other pozzolans in Type 5 grout.

**TABLE 1003-1
AGGREGATE REQUIREMENTS FOR TYPE 5 GROUT**

Gradation		Maximum Liquid Limit	Maximum Plasticity Index
Sieve Designation per AASHTO M 92	Percentage Passing (% by weight)		
3/8"	100	N/A	N/A
No. 4	70 – 95		
No. 8	50 – 90		
No. 16	30 – 80		
No. 30	25 – 70		
No. 50	20 – 50		
No. 100	15 – 40		
No. 200	10 – 30	25	10

1003-3 COMPOSITION AND DESIGN

When using an approved packaged grout, a grout mix design submittal is not required. Otherwise, submit proposed grout mix designs for each grout mix to be used in the work. Mixes for all grout shall be designed by a Certified Concrete Mix Design Technician or an Engineer licensed by the State of North Carolina. Mix proportions shall be determined by a testing laboratory approved by the Department. Base grout mix designs on laboratory trial batches that meet Table 1003-2 and this section. With permission, the Contractor may use a quantity of chemical admixture within the range shown on the current list of approved admixtures maintained by the Materials and Tests Unit.

Submit grout mix designs in terms of saturated surface dry weights on Materials and Tests Form 312U at least 35 days before proposed use. Adjust batch proportions to compensate for surface moisture contained in the aggregates at the time of batching. Changes in the saturated surface dry mix proportions will not be permitted unless revised grout mix designs have been submitted to the Engineer and approved.

Accompany Materials and Tests Form 312U with a listing of laboratory test results of compressive strength, density and flow or slump and if applicable, aggregate gradation, durability and height change. List the compressive strength of at least three 2" cubes at the age of 3 and 28 days.

The Engineer will review the grout mix design for compliance with the contract and notify the Contractor as to its acceptability. Do not use a grout mix until written notice has been received. Acceptance of the grout mix design or use of approved packaged grouts does not relieve the Contractor of his responsibility to furnish a product that meets the contract. Upon written request from the Contractor, a grout mix design accepted and used satisfactorily on any Department project may be accepted for use on other projects.

Perform laboratory tests in accordance with the following test procedures:

Property	Test Method
Aggregate Gradation ^A	AASHTO T 27
Compressive Strength	AASHTO T 106

Density (Unit Weight)	AASHTO T 121, AASHTO T 133 ^B , ANSI/API RP ^C 13B-1 ^B (Section 4, Mud Balance)
Durability	AASHTO T 161 ^D
Flow	ASTM C939 (Flow Cone)
Height Change	ASTM C1090 ^E
Slump	AASHTO T 119

- A. Applicable to grout with aggregate.
- B. Applicable to Neat Cement Grout.
- C. American National Standards Institute/American Petroleum Institute Recommended Practice.
- D. Procedure A (Rapid Freezing and Thawing in Water) required.
- E. Moist room storage required.

1003-4 GROUT REQUIREMENTS

Provide grout types in accordance with the contract. Use grouts with properties that meet Table 1003-2. The compressive strength of the grout will be considered the average compressive strength test results of three 2" cubes at each age. Make cubes that meet AASHTO T 106 from the grout delivered for the work or mixed on-site. Make cubes at such frequencies as the Engineer may determine and cure them in accordance with AASHTO T 106.

Type of Grout	Minimum Compressive Strength at		Height Change at 28 days	Flow ^A /Slump ^B	Minimum Durability Factor
	3 days	28 days			
1	3,000 psi	–	–	10 – 30 sec	–
2	Table 1 ^C			Fluid Consistency ^C	–
3	5,000 psi	–	0 – 0.2%	Per Accepted Grout Mix Design/ Approved Packaged Grout	80
4 ^D	600 psi	1,500 psi	–	10 – 26 sec	–
5	–	500 psi	–	1 – 3"	–

- A. Applicable to Type 1 through 4 grouts.
- B. Applicable to Type 5 grout.
- C. ASTM C1107.
- D. Use Type 4 grout with proportions by volume of 1 part cement and 3 parts fly ash.

1003-5 TEMPERATURE REQUIREMENTS

When using an approved packaged grout, follow the manufacturer's instructions for grout and air temperature at the time of placement. Otherwise, the grout temperature at the time of placement shall be not less than 50°F nor more than 90°F. Do not place grout when the air

temperature measured at the location of the grouting operation in the shade away from artificial heat is below 40°F.

1003-6 ELAPSED TIME FOR PLACING GROUT

Agitate grout continuously before placement. Regulate the delivery so the maximum interval between the placing of batches at the work site does not exceed 20 minutes. Place grout before exceeding the times in Table 1003-3. Measure the elapsed time as the time between adding the mixing water to the grout mix and placing the grout.

TABLE 1003-3 ELAPSED TIME FOR PLACING GROUT (with continuous agitation)		
Air or Grout Temperature, Whichever is Higher	Maximum Elapsed Time	
	No Retarding Admixture Used	Retarding Admixture Used
90°F or above	30 minutes	1 hr. 15 minutes
80°F through 89°F	45 minutes	1 hr. 30 minutes
79°F or below	60 minutes	1 hr. 45 minutes

1003-7 MIXING AND DELIVERY

Use grout free of any lumps and undispersed cement. When using an approved packaged grout, mix grout in accordance with the manufacturer’s instructions. Otherwise, comply with Articles 1000-8 through 1000-12 to the extent applicable for grout instead of concrete.

GEOSYNTHETICS:

(2-16-16)

1056

SP10 R25

Revise the *2012 Standard Specifications* as follows:

Replace Section 1056 with the following:

**SECTION 1056
GEOSYNTHETICS**

1056-1 DESCRIPTION

Provide geosynthetics for subsurface drainage, separation, stabilization, reinforcement, erosion control, filtration and other applications in accordance with the contract. Use geotextiles, geocomposite drains and geocells that are on the NCDOT Approved Products List. Prefabricated geocomposite drains include sheet, strip and vertical drains (PVDs), i.e., “wick drains” consisting of a geotextile attached to and/or encapsulating a plastic drainage core. Geocells are comprised of ultrasonically welded polymer strips that when expanded form a 3D honeycomb grid that is typically filled with material to support vegetation.

If necessary or required, hold geotextiles and sheet drains in place with new wire staples, i.e., “sod staples” that meet Subarticle 1060-8(D) or new anchor pins. Use steel anchor pins with a diameter of at least 3/16" and a length of at least 18" and with a point at one end and a head at the other end that will retain a steel washer with an outside diameter of at least 1.5".

1056-2 HANDLING AND STORING

Load, transport, unload and store geosynthetics so geosynthetics are kept clean and free of damage. Label, ship and store geosynthetics in accordance with Section 7 of AASHTO M 288. Geosynthetics with defects, flaws, deterioration or damage will be rejected. Do not unwrap geosynthetics until just before installation. Do not leave geosynthetics exposed for more than 7 days before covering except for geosynthetics for temporary wall faces and erosion control.

1056-3 CERTIFICATIONS

Provide Type 1, Type 2 or Type 4 material certifications in accordance with Article 106-3 for geosynthetics. Define “minimum average roll value” (MARV) in accordance with ASTM D4439. Provide certifications with MARV for geosynthetic properties as required. Test geosynthetics using laboratories accredited by the Geosynthetic Accreditation Institute (GAI) to perform the required test methods. Sample geosynthetics in accordance with ASTM D4354.

1056-4 GEOTEXTILES

When required, sew geotextiles together in accordance with Article X1.1.4 of AASHTO M 288. Provide sewn seams with seam strengths meeting the required strengths for the geotextile type and class specified.

Provide geotextile types and classes in accordance with the contract. Geotextiles will be identified by the product name printed directly on the geotextile. When geotextiles are not marked with a product name or marked with only a manufacturing plant identification code, geotextiles will be identified by product labels attached to the geotextile wrapping. When identification is based on labels instead of markings, unwrap geotextiles just before use in the presence of the Engineer to confirm that the product labels on both ends of the outside of the geotextile outer wrapping match the labels affixed to both ends of the inside of the geotextile roll core. Partial geotextile rolls without the product name printed on the geotextile or product labels affixed to the geotextile roll core may not be used.

Use woven or nonwoven geotextiles with properties that meet Table 1056-1. Define “machine direction” (MD) and “cross-machine direction” (CD) in accordance with ASTM D4439.

TEMPORARY TRAFFIC CONTROL DEVICES:

(1-17-12)

1105

SP11 R05

Revise the *2012 Standard Specifications* as follows:

Page 11-5, Article 1105-6 Measurement and Payment, add the following paragraph after line 24:

Partial payments will be made on each payment estimate based on the following: 50% of the contract lump sum price bid will be paid on the first monthly estimate and the remaining 50% of the contract lump sum price bid will be paid on each subsequent estimate based on the percent of the project completed.

TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS:

(8-21-12)

1101.02

SP11 R10

Revise the *2012 Roadway Standard Drawings* as follows:

Drawing No. 1101.02, Sheet 12, TEMPORARY LANE CLOSURES, replace General Note #11 with the following:

11- TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS (TMCMS) USED ON SHADOW VEHICLES FOR “IN LANE” ACTIVITIES SHALL BE A MINIMUM OF 43" X 73". THE DISPLAY PANEL SHALL HAVE FULL MATRIX CAPABILITY WITH THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

12- TMCMS USED FOR ADVANCED WARNING ON VEHICLES LOCATED ON THE SHOULDER MAY BE SMALLER THAN 43" X 73". THE DISPLAY PANEL SHALL HAVE THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

Drawing No. 1101.02, Sheet 13, TEMPORARY LANE CLOSURES, replace General Note #12 with the following:

12- TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS (TMCMS) USED ON SHADOW VEHICLES FOR "IN LANE" ACTIVITIES SHALL BE A MINIMUM OF 43" X 73". THE DISPLAY PANEL SHALL HAVE FULL MATRIX CAPABILITY WITH THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

13- TMCMS USED FOR ADVANCED WARNING ON VEHICLES LOCATED ON THE SHOULDER MAY BE SMALLER THAN 43" X 73". THE DISPLAY PANEL SHALL HAVE THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

EROSION AND STORMWATER CONTROL FOR SHOULDER CONSTRUCTION AND RECONSTRUCTION:

(11-16-10) (Rev. 8-21-12)

105-16, 225-2, Division 16

SP16 R03R

Land disturbing operations associated with shoulder construction/reconstruction may require erosion and sediment control/stormwater measure installation. National Pollutant Discharge Elimination System (NPDES) inspection and reporting may be required.

Erosion control measures shall be installed per the erosion control detail in any area where the vegetated buffer between the disturbed area and surface waters (streams, wetlands, or open waters) or drainage inlet is less than 10 feet. The Engineer may reduce the vegetated buffer threshold for this requirement to a value between 5 and 10 feet. Erosion control measures shall be spot checked every 14 days until permanent vegetative establishment.

In areas where shoulder construction/reconstruction includes disturbance or grading on the front slope or to the toe of fill, relocating ditch line or backslope, or removing vegetation from the ditch line or swale, NPDES inspection and monitoring are required every 14 days or within 24 hours of a rainfall event of 0.5" or greater. Maintain daily rainfall records. Install erosion control measures per detail.

In areas where the vegetated buffer is less than 10 feet between the disturbed area and waters of the State classified as High Quality Water (HQW), Outstanding Resource Water (ORW), Critical Areas, or Unique Wetlands, NPDES inspection and monitoring are required every 14 days or within 24 hours of a rainfall event of 0.5" or greater. The Engineer may reduce the vegetated buffer threshold for this requirement to a value between 5 and 10 feet. The plans or provisions will indicate the presence of these water classifications. Maintain daily rainfall records. Install erosion control measures per detail.

Land disturbances hardened with aggregate materials receiving sheet flow are considered non-erodible.

Sites that require lengthy sections of silt fence may substitute with rapid permanent seeding and mulching as directed by the Engineer.

NPDES documentation shall be performed by a Level II Erosion and Sediment Control/Stormwater certificate holder.

Materials used for erosion control will be measured and paid as stated in the contract.

STABILIZATION REQUIREMENTS:

(3-11-16)

S-3

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective August 3, 2011 issued by the North Carolina Department of Environment and Natural Resources Division of Water Quality. Temporary or permanent ground cover stabilization shall occur within 7 calendar days from the last land-disturbing activity, with the following exceptions in which temporary or permanent ground cover shall be provided in 14 calendar days from the last land-disturbing activity:

- Slopes between 2:1 and 3:1, with a slope length of 10 ft. or less
- Slopes 3:1 or flatter, with a slope of length of 50 ft. or less
- Slopes 4:1 or flatter

The stabilization timeframe for High Quality Water (HQW) Zones shall be 7 calendar days with no exceptions for slope grades or lengths. High Quality Water Zones (HQW) Zones are defined by North Carolina Administrative Code 15A NCAC 04A.0105 (25). Temporary and permanent ground cover stabilization shall be achieved in accordance with the provisions in this contract and as directed.

SEEDING AND MULCHING:

(West)

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

Shoulder and Median Areas

August 1 - June 1

20#	Kentucky Bluegrass
75#	Hard Fescue
25#	Rye Grain
500#	Fertilizer

May 1 - September 1

20#	Kentucky Bluegrass
75#	Hard Fescue
10#	German or Browntop Millet
500#	Fertilizer

Coyote	Honky Tonk	Regenerate	Ultimate
Darlington	Hot Rod	Rendition	Venture
Davinci	Hunter	Rhambler 2	Umbrella
		SRP	
Desire	Inferno	Rembrandt	Van Gogh
Dominion	Innovator	Reunion	Watchdog
Dynamic	Integrity	Riverside	Wolfpack II
Dynasty	Jaguar 3	RNP	Xtremegreen
Endeavor	Jamboree	Rocket	

Approved Kentucky Bluegrass Cultivars:

4-Season	Blue Velvet	Gladstone	Quantum Leap
Alexa II	Blueberry	Granite	Rambo
America	Boomerang	Hampton	Rhapsody
Apollo	Brilliant	Harmonie	Rhythm
Arcadia	Cabernet	Impact	Rita
Aries	Champagne	Jefferson	Royce
Armada	Champlain	Juliet	Rubicon
Arrow	Chicago II	Jump Start	Rugby II
Arrowhead	Corsair	Keeneland	Shiraz
Aura	Courtyard	Langara	Showcase
Avid	Delight	Liberator	Skye
Award	Diva	Madison	Solar Eclipse
Awesome	Dynamo	Mercury	Sonoma
Bandera	Eagleton	Midnight	Sorbonne
Barduke	Emblem	Midnight II	Starburst
Barnique	Empire	Moon Shadow	Sudden Impact
Baroness	Envicta	Moonlight SLT	Total Eclipse
Barrister	Everest	Mystere	Touche
Barvette HGT	Everglade	Nu Destiny	Tsunami
Bedazzled	Excursion	NuChicago	Unique
Belissimo	Freedom II	NuGlade	Valor
Bewitched	Freedom III	Odyssey	Voyager II
Beyond	Front Page	Perfection	Washington
Blacksburg II	Futurity	Pinot	Zinfandel
Blackstone	Gaelic	Princeton 105	
Blue Note	Ginney II	Prosperity	

Approved Hard Fescue Cultivars:

Aurora II	Eureka II	Oxford	Scaldis II
Aurora Gold	Firefly	Reliant II	Spartan II
Berkshire	Granite	Reliant IV	Stonehenge
Bighorn GT	Heron	Rescue 911	
Chariot	Nordic	Rhino	

On cut and fill slopes 2:1 or steeper add 20# Sericea Lespedeza January 1 - December 31.

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

UTILITY RELOCATION BY UTILITY OWNERS:

All required utility relocations below or above ground shall be performed by the utility owner. In the event of a utility conflict with proposed construction improvements, Contractor shall coordinate and notify the utility owner so that the necessary work may be performed.

JOINT SEALER FOR CONCRETE SIDEWALK, DRIVEWAYS, AND CURB AND GUTTER

Contractor shall furnish and install joint sealer in accordance with NCDOT Section 846, 848, and Section 1028-3. The purpose of this special provision is to specify the use of Low Modulus Silicone Sealant on all concrete joints throughout the project which require joint sealer.

Measurement and Payment

There will be no direct payment for the use of Low Modulus Silicone Sealant as compensation for this work is considered incidental to other line items.

LAWN TYPE APPEARANCE:

All areas adjacent to lawns must be hand finished as directed to give a lawn type appearance. Remove all trash, debris, rocks and stones ½” and larger in diameter or other obstructions that could interfere with providing a smooth lawn type appearance. Hand rake areas to provide a smooth surface free of lumps and depressions. These areas shall be reseeded to match their original vegetative conditions, unless directed otherwise by the Field Operations Engineer.

Measurement and Payment

There will be no direct payment for Lawn Type Appearance as compensation for this work is considered incidental to other line items.

MINIMIZE REMOVAL OF VEGETATION:

The Contractor shall minimize removal of vegetation at stream banks and disturbed areas within the project limits as directed.

STOCKPILE AREAS:

The Contractor shall install and maintain erosion control devices sufficient to contain sediment on and around erodible material stockpile areas as directed.

WASTE AND BORROW SOURCES:

Payment for temporary erosion control measures, except those made necessary by the Contractor's own negligence or for his own convenience, will be paid for at the appropriate contract unit price for the devices or measures utilized in borrow sources and waste areas.

No additional payment will be made for erosion control devices or permanent seeding and mulching in any commercial borrow or waste pit. All erosion and sediment control practices that may be required on a commercial borrow or waste site will be done at the Contractor's expense.

GENERAL NOTE:

1. All work shall be performed in accordance with Town of Mooresville Land Development Design Standards (LDDS) and NCDOT Specifications as noted.
2. All items shown on the plans that do not have a corresponding bid pay item are considered incidental to the project.

PAY ITEM – SPECIAL PROVISIONS

SP-1 ROCK REMOVAL:

1.0 Description:

Work covered by this special provision consists of the excavation and satisfactory disposal of rock encountered within the limits of the construction.

2.0 Construction Methods:

Rock shall be defined as any subsurface material (except abandoned concrete foundations and pavements) which cannot be excavated by a track hoe.

When the Contractor encounters rock, the Engineer shall be notified immediately to verify the material cannot be removed as defined above and to determine the limits of measurement.

Disposal shall be in accordance with Section 802 in the Standard Specifications.

3.0 Measurement:

The quantity of rock excavation to be paid for will be the actual number of cubic yards of rock, measured in its original position and computed by the average end area method, which has been excavated and disposed of.

4.0 Payment:

The quantity of rock excavation, measured as provided above, will be paid for at the contract unit price per cubic yard for "Rock Removal". Such payment will be full compensation for all work covered by this special provision including but not limited to drilling, pneumatic hammering, blasting (reference NCDOT Standard Specification 107-11), excavating and disposing of rock.

Payment will be made under:

Pay Item	Pay Unit
ROCK REMOVAL	CY

SP-2 SELECT MATERIAL:

1.0 Description:

Work covered in this special provision consists of furnishing, placing, and compacting select material as shown on the plans or as directed.

Select material shall be placed in pipe excavations that cross the existing or proposed roadway or as directed. Select material shall not be used to backfill pipe excavations that are outside the roadway or parallel to the road. Those pipe systems shall be backfilled with local material (suitable material excavated during the pipe / structure excavation or suitable unclassified excavation) unless otherwise directed.

It is anticipated that select material will be used as structural backfill to replace unsuitable soil, when the Engineer deems the soil unsuitable. The Engineer will determine the amount and location of select material to be used on the project. The Contractor shall not remove soil from the project without approval from the Engineer.

2.0 Materials:

Select material, shall meet the requirements of NCDOT, Standard Specifications for Roads and Structures, Select Material, Class III, Type II (section 1016-3), or other approved classes or materials as directed.

With written approval and without additional compensation, a higher class of material may be substituted than stated in the plans or specifications.

3.0 Measurement:

Where local material meeting the requirements for select material as specified in Section 1016 is used, there will be no separate measurement or payment for the local material used. The cost to furnish, haul, place and compact local material that meets the requirements of select material will be included in the lump sum price bid for "Grading" (A special provision and pay item in this contract).

Where other than local material meeting the requirements for select material is used, the quantity of select material to be measured and paid for will be the actual number of tons of select material, weighed in trucks on certified platform scales or other certified weighing devices, which has been hauled to the project site and incorporated into the completed and accepted project.

Do not use select material until all local material meeting the requirements of Section 1016-3 has been incorporated into the project. If the contractor brings select material onto the project for their own convenience, that material will not be measured or paid for as select material.

4.0 Payment:

Select material, measured as provided above, will be paid for at the contract unit price per ton for "Select Material". Such payment will be full compensation for all work covered by this special provision, including but not limited to furnishing, hauling, placing and compacting select material.

Payment will be made under:

Pay Item	Pay Unit
SELECT MATERIAL	TN

SP-3 FLARED END SECTION:

Description

Furnish and install precast concrete pipe flared end sections in accordance with Section 310 of the NCDOT Standard Specifications except as follows: The flared end sections shall be

constructed per the dimensions and concrete quantities for the pipe diameter shown in the Town of Mooresville Flared End Section Standard Detail D-3.0A and D-3.0B.

Measurement and Payment

Flared End Section will be measured and paid as the actual number of each of these items incorporated into the completed and accepted work.

Pay Item	Pay Unit
___" Flared End Section	Each

SP-4 REMOVE EXISTING STORM DRAINAGE PIPE:

Description

This item is for all costs associated with removal and proper disposal of existing storm drainage pipe. Flowable fill will not be allowed.

Measurement and Payment

Remove Existing Storm Drainage Pipe will be measured and paid per linear foot of pipe removed in accordance with the bid form.

Pay Item	Pay Unit
Remove Existing Storm Drainage Pipe	Linear Foot

SP-5 REMOVE EXISTING STORM DRAINAGE STRUCTURE:

Description

This item is for all costs associated with removal and proper disposal of existing storm drainage structures.

Measurement and Payment

Remove Existing Storm Drainage Structure will be measured and paid per each structure removed in accordance with the bid form.

Pay Item	Pay Unit
Remove Existing Storm Drainage Structure	Each

SP-6 CAST-IN-PLACE REINFORCED CONCRETE HEADWALLS:

Description

The contractor shall furnish and install all materials and excavate as necessary for the installation and construction of the Cast-in-Place Reinforced Concrete Headwalls at the locations shown on the plans, in accordance with the details in the plans, and as directed by the Engineer. All materials and construction shall meet the requirements of applicable sections of the NCDOT Standards and Specifications for Roads and Structures, January 2012.

Measurement and Payment

Cast-in-Place Reinforced Concrete Headwalls shall be paid for per each headwall installed. Payment will be full compensation for all equipment, labor, formwork, materials, including concrete, reinforcing steel, concrete swell at top of headwall, maintenance, incidentals, and coordination with the Engineer necessary to complete the work as required.

Pay Item

Cast-in-Place Reinforced Concrete Headwalls

Pay Unit

Each

SP-7 TEMPORARY SHORING:

(2-20-07) (Rev. 3-17-15)

SP11 R02

Description

Temporary shoring includes cantilever, braced and anchored shoring and temporary mechanically stabilized earth (MSE) walls. Temporary shoring does not include trench boxes. At the Contractor's option, use any type of temporary shoring unless noted otherwise in the plans or as directed. Design and construct temporary shoring based on actual elevations and shoring dimensions in accordance with the contract and accepted submittals. Construct temporary shoring at locations shown in the plans and as directed. Temporary shoring is required to maintain traffic when a 2:1 (H:V) slope from the top of an embankment or bottom of an excavation will intersect the existing ground line less than 5 ft from the edge of pavement of an open travelway. This provision does not apply to pipe, inlet or utility installation unless noted otherwise in the plans.

Positive protection includes concrete barrier and temporary guardrail. Provide positive protection for temporary shoring at locations shown in the plans and as directed. Positive protection is required if temporary shoring is located in the clear zone in accordance with the *AASHTO Roadside Design Guide*.

(A) Cantilever and Braced Shoring

Cantilever shoring consists of steel sheet piles or H-piles with timber lagging. Braced shoring consists of sheet piles or H-piles with timber lagging and bracing such as beams, plates, walers, struts, rakers, etc. Define “piles” as sheet piles or H-piles.

(B) Anchored Shoring

Anchored shoring consists of sheet piles with walers or H-piles with timber lagging anchored with ground or helical anchors. Driven anchors may be accepted at the discretion of the Engineer. A ground anchor consists of a grouted steel bar or multi-strand tendon with an anchorage. A helical anchor consists of a lead section with a central steel shaft and at least one helix steel plate followed by extensions with only central shafts (no helixes) and an anchorage. Anchorages consist of steel bearing plates with washers and hex nuts for bars or steel wedge plates and wedges for strands. Use a prequalified Anchored Wall Contractor to install ground anchors. Define “anchors” as ground, helical or driven anchors.

(C) Temporary MSE Walls

Temporary MSE walls include temporary geosynthetic and wire walls. Define “temporary wall” as a temporary MSE wall. Define “reinforcement” as geotextile, geogrid, welded wire grid or metallic strip reinforcement.

Temporary geosynthetic walls consist of geotextile or geogrid reinforcement wrapped behind welded wire facing. Define “temporary geotextile wall” as a temporary geosynthetic wall with geotextile reinforcement and “temporary geogrid wall” as a temporary geosynthetic wall with geogrid reinforcement.

Temporary wire walls consist of welded wire grid or metallic strip reinforcement connected to welded wire facing. Define “Wire Wall Vendor” as the vendor supplying the temporary wire wall.

(D) Embedment

Define “embedment” for cantilever, braced and anchored shoring as the pile depth below the grade in front of shoring. Define “embedment” for temporary walls as the wall height below the grade in front of walls.

(E) Positive Protection

Define “unanchored or anchored portable concrete barrier” as portable concrete barrier (PCB) that meets Standard Drawing No. 1170.01 of the *2012 Roadway Standard Drawings*. Define “concrete barrier” as unanchored or anchored PCB or an approved equal. Define “temporary guardrail” as temporary steel beam guardrail that meets Standard Drawing No. 862.02 of the *2012 Roadway Standard Drawings*.

Materials

Refer to the *2012 Standard Specifications*.

Item	Section
Anchor Pins	1056-2
Concrete Barrier Materials	1170-2
Flowable Fill, Excavatable	1000-6
Geotextiles	1056
Grout	1003
Portland Cement Concrete	1000
Select Material	1016
Steel Beam Guardrail Materials	862-2
Steel Plates	1072-2
Steel Sheet Piles and H-Piles	1084
Untreated Timber	1082-2
Welded Wire Reinforcement	1070-3
Wire Staples	1060-8(D)

Provide Type 6 material certifications for shoring materials in accordance with Article 106-3 of the *2012 Standard Specifications*. Use Class IV select material (standard size No. ABC) for temporary guardrail. Use neat cement grout for Type 2 grout for ground anchors. Use Class A concrete that meets Article 450-2 of the *2012 Standard Specifications* or Type 1 grout for drilled-in piles. Provide untreated timber with a thickness of at least 3" and a bending stress of at least 1,000 psi for timber lagging. Provide steel bracing that meets ASTM A36.

(A) Shoring Backfill

Use Class II, Type 1, Class III, Class V or Class VI select material or material that meets AASHTO M 145 for soil classification A-2-4 with a maximum PI of 6 for shoring backfill except do not use A-2-4 soil for backfill around culverts.

(B) Anchors

Store anchor materials on blocking a minimum of 12" above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Load, transport, unload and store anchor materials so materials are kept clean and free of damage. Bent, damaged or defective materials will be rejected.

(1) Ground Anchors

Use high-strength deformed steel bars that meet AASHTO M 275 or seven-wire strands that meet ASTM A886 or Article 1070-5 of the *2012 Standard Specifications*. Splice bars in accordance with Article 1070-9 of the *2012 Standard Specifications*. Do not splice strands. Use bondbreakers, spacers and centralizers that meet Article 6.3.5 of the *AASHTO LRFD Bridge Construction Specifications*.

(2) Helical Anchors

Use helical anchors with an ICC Evaluation Service, Inc. (ICC-ES) report. Helical anchors without an ICC-ES report may be approved at the discretion of the Engineer. Provide couplers, thread bar adapters and bolts recommended by the Anchor Manufacturer to connect helical anchors together and to piles.

(3) Anchorages

Provide steel plates for bearing plates and steel washers, hex nuts, wedge plates and wedges recommended by the Anchor Manufacturer.

(C) Temporary Walls

(1) Welded Wire Facing

Use welded wire reinforcement for welded wire facing, struts and wires. For temporary wire walls, provide welded wire facing supplied by the Wire Wall Vendor or a manufacturer approved or licensed by the vendor. For temporary wire walls with separate reinforcement and facing components, provide connectors (e.g., bars, clamps, plates, etc.) and fasteners (e.g., bolts, nuts, washers, etc.) required by the Wire Wall Vendor.

(2) Geotextiles

Provide Type 2 geotextile for separation and retention geotextiles. Provide Type 5 geotextile for geotextile reinforcement with ultimate tensile strengths in accordance with the accepted submittals.

(3) Geogrid Reinforcement

Handle and store geogrids in accordance with Article 1056-2 of the *2012 Standard Specifications*. Define “machine direction” (MD) and “cross-machine direction” (CD) for geogrids in accordance with ASTM D4439.

Use geogrids with a roll width of at least 4 ft and an “approved” or “approved for provisional use” status code. The list of approved geogrids is available from:

connect.ncdot.gov/resources/Materials/Pages/SoilsLaboratory.aspx

Provide geogrids for geogrid reinforcement with design strengths in accordance with the accepted submittals. Geogrids are typically approved for ultimate tensile strengths in the MD and CD or short-term design strengths for a 3-year design life in the MD based on material type. Define material type from the website above for shoring backfill as follows:

Material Type	Shoring Backfill
Borrow	A-2-4 Soil
Fine Aggregate	Class II, Type 1 or Class III Select Material
Coarse Aggregate	Class V or VI Select Material

(4) Welded Wire Grid and Metallic Strip Reinforcement

Provide welded wire grid and metallic strip reinforcement supplied by the Wire Wall Vendor or a manufacturer approved or licensed by the vendor. Use welded wire grid reinforcement (“mesh”, “mats” and “ladders”) that meet Article 1070-3 of the *2012 Standard Specifications* and metallic strip reinforcement (“straps”) that meet ASTM A572 or A1011.

Preconstruction Requirements

(A) Concrete Barrier

Define “clear distance” behind concrete barrier as the horizontal distance between the barrier and edge of pavement. The minimum required clear distance for concrete barrier is shown in the plans. At the Contractor’s option or if the minimum required clear distance is not available, set concrete barrier next to and up against traffic side of temporary shoring except for barrier above temporary walls. Concrete barrier with the minimum required clear distance is required above temporary walls.

(B) Temporary Guardrail

Define “clear distance” behind temporary guardrail as the horizontal distance between guardrail posts and temporary shoring. At the Contractor’s option or if clear distance for cantilever, braced and anchored shoring is less than 4 ft, attach guardrail to traffic side of shoring as shown in the plans. Place ABC in clear distance and around guardrail posts instead of pavement. Do not use temporary guardrail above temporary walls.

(C) Temporary Shoring Designs

Before beginning temporary shoring design, survey existing ground elevations in the vicinity of shoring locations to determine actual design heights (H). Submit 8 copies of working drawings and 3 copies of design calculations and a PDF copy of each for temporary shoring designs in accordance with Article 105-2 of the *2012 Standard Specifications*. Submit working drawings showing plan views, shoring profiles, typical sections and details of temporary shoring design and construction sequence. Do not begin shoring construction until a design submittal is accepted.

Have cantilever and braced shoring designed, detailed and sealed by an engineer licensed in the state of North Carolina. Use a prequalified Anchored Wall Design Consultant to design anchored shoring. Provide anchored shoring designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for an Anchored Wall Design Consultant. Include details in anchored shoring working drawings of anchor locations and lock-off loads, unit grout/ground bond strengths for ground anchors or minimum installation torque and torsional strength rating for helical anchors and if necessary, obstructions extending through shoring or interfering with anchors. Include details in the anchored shoring construction sequence of pile and anchor installation, excavation and anchor testing.

Use a prequalified MSE Wall Design Consultant to design temporary walls. Provide temporary wall designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for the MSE Wall Design Consultant. Include details in temporary wall working drawings of

geotextile and reinforcement types, locations and directions and obstructions extending through walls or interfering with reinforcement.

(1) Soil Parameters

Design temporary shoring for the assumed soil parameters and groundwater elevations shown in the plans. Assume the following soil parameters for shoring backfill:

(a) Unit weight (γ) = 120 lb/cf;

(b)	Friction Angle (ϕ)	Shoring Backfill
	30°	A-2-4 Soil
	34°	Class II, Type 1 or Class III Select Material
	38°	Class V or VI Select Material

(c) Cohesion (c) = 0 lb/sf.

(2) Traffic Surcharge

Design temporary shoring for a traffic surcharge of 250 lb/sf if traffic will be above and within H of shoring. This traffic surcharge does not apply to construction traffic. Design temporary shoring for any construction surcharge if construction traffic will be above and within H of shoring. For LRFD shoring designs, apply traffic (live load) surcharge in accordance with Figure C11.5.5-3 of the *AASHTO LRFD Bridge Design Specifications*.

(3) Cantilever, Braced and Anchored Shoring Designs

Use shoring backfill for fill sections and voids between cantilever, braced and anchored shoring and the critical failure surface. Use concrete or grout for embedded portions of drilled-in H-piles. Do not use drilled-in sheet piles.

Define “top of shoring” for cantilever, braced and anchored shoring as where the grade intersects the back of sheet piles or H-piles and timber lagging. Design cantilever, braced and anchored shoring for a traffic impact load of 2,000 lb/ft applied 18” above top of shoring if concrete barrier is above and next to shoring or temporary guardrail is above and attached to shoring. For anchored shoring designs, apply traffic impact load as horizontal load (P_{H1}) in accordance with Figure 3.11.6.3-2(a) of the *AASHTO LRFD specifications*.

Extend cantilever, braced and anchored shoring at least 32” above top of shoring if shoring is designed for traffic impact. Otherwise, extend shoring at least 6” above top of shoring.

Design cantilever, braced and anchored shoring for a maximum deflection of 3” if the horizontal distance to the closest edge of pavement or structure is less than H. Otherwise, design shoring for a maximum deflection of 6”. Design cantilever and braced shoring in accordance with the plans and *AASHTO Guide Design Specifications for Bridge Temporary Works*.

Design anchored shoring in accordance with the plans and Article 11.9 of the *AASHTO LRFD Bridge Design Specifications*. Use a resistance factor of 0.80 for tensile resistance of anchors

with bars, strands or shafts. Extend the unbonded length for ground anchors and the shallowest helix for helical anchors at least 5 ft behind the critical failure surface. Do not extend anchors beyond right-of-way or easement limits. If existing or future obstructions such as foundations, guardrail posts, pavements, pipes, inlets or utilities will interfere with anchors, maintain a clearance of at least 6" between obstructions and anchors.

(4) Temporary Wall Designs

Use shoring backfill in the reinforced zone of temporary walls. Separation geotextiles are required between shoring backfill and backfill, natural ground or culverts along the sides of the reinforced zone perpendicular to the wall face. For Class V or VI select material in the reinforced zone, separation geotextiles are also required between shoring backfill and backfill or natural ground on top of and at the back of the reinforced zone.

Design temporary walls in accordance with the plans and Article 11.10 of the *AASHTO LRFD Bridge Design Specifications*. Embed temporary walls at least 18" except for walls on structures or rock as determined by the Engineer. Use a uniform reinforcement length throughout the wall height of at least 0.7H or 6 ft, whichever is longer. Extend the reinforced zone at least 6" beyond end of reinforcement. Do not locate the reinforced zone outside right-of-way or easement limits.

Use the simplified method for determining maximum reinforcement loads in accordance with the AASHTO LRFD specifications. For geotextile reinforcement, use geotextile properties approved by the Department or default values in accordance with the AASHTO LRFD specifications. For geogrid reinforcement, use approved geogrid properties available from the website shown elsewhere in this provision. If the website does not list a short-term design strength for an approved geogrid, use a short-term design strength equal to the ultimate tensile strength divided by 3.5 for the geogrid reinforcement. Use geosynthetic properties for the direction reinforcement will be installed, a 3-year design life and shoring backfill to be used in the reinforced zone.

Do not use more than 4 different reinforcement strengths for each temporary geosynthetic wall. Design temporary geotextile walls for a reinforcement coverage ratio (R_c) of 1.0 and temporary geogrid walls for an R_c of at least 0.8. For geogrid reinforcement with an R_c of less than 1.0, use a maximum horizontal clearance between geogrids of 3 ft and stagger reinforcement so geogrids are centered over gaps in the reinforcement layer below.

For temporary geosynthetic walls, use "L" shaped welded wire facing with 18" to 24" long legs. Locate geotextile or geogrid reinforcement so reinforcement layers are at the same level as the horizontal legs of welded wire facing. Use vertical reinforcement spacing equal to facing height. Wrap geotextile or geogrid reinforcement behind welded wire facing and extend reinforcement at least 3 ft back behind facing into shoring backfill.

For temporary wire walls with separate reinforcement and facing components, attach welded wire grid or metallic strip reinforcement to welded wire facing with a connection approved by the Department. For temporary geogrid and wire walls, retain shoring backfill at welded wire facing with retention geotextiles and extend geotextiles at least 3 ft back behind facing into backfill.

(D) Preconstruction Meeting

The Engineer may require a shoring preconstruction meeting to discuss the construction, inspection and testing of the temporary shoring. If required and if this meeting occurs before all shoring submittals have been accepted, additional preconstruction meetings may be required before beginning construction of temporary shoring without accepted submittals. The Resident, District or Bridge Maintenance Engineer, Bridge or Roadway Construction Engineer, Geotechnical Operations Engineer, Contractor and Shoring Contractor Superintendent will attend preconstruction meetings.

Construction Methods

Control drainage during construction in the vicinity of shoring. Direct run off away from shoring and shoring backfill. Contain and maintain backfill and protect material from erosion.

Install positive protection in accordance with the contract and accepted submittals. Use PCB in accordance with Section 1170 of the *2012 Standard Specifications* and Standard Drawing No. 1170.01 of the *2012 Roadway Standard Drawings*. Use temporary guardrail in accordance with Section 862 of the *2012 Standard Specifications* and Standard Drawing No. 862.01, 862.02 and 862.03 of the *2012 Roadway Standard Drawings*.

(A) Tolerances

Construct shoring with the following tolerances:

- (1) Horizontal wires of welded wire facing are level in all directions,
- (2) Shoring location is within 6" of horizontal and vertical alignment shown in the accepted submittals, and
- (3) Shoring plumbness (batter) is not negative and within 2° of vertical.

(B) Cantilever, Braced and Anchored Shoring Installation

If overexcavation behind cantilever, braced or anchored shoring is shown in the accepted submittals, excavate before installing piles. Otherwise, install piles before excavating for shoring. Install cantilever, braced or anchored shoring in accordance with the construction sequence shown in the accepted submittals. Remove piles and if applicable, timber lagging when shoring is no longer needed.

(1) Pile Installation

Install piles with the minimum required embedment and extension in accordance with Subarticles 450-3(D) and 450-3(E) of the *2012 Standard Specifications* except that a pile driving equipment data form is not required. Piles may be installed with a vibratory hammer as approved by the Engineer.

Do not splice sheet piles. Use pile excavation to install drilled-in H-piles. After filling holes with concrete or grout to the elevations shown in the accepted submittals, remove any fluids and fill remaining portions of holes with flowable fill. Cure concrete or grout at least 7 days before excavating.

Notify the Engineer if refusal is reached before pile excavation or driven piles attain the minimum required embedment. When this occurs, a revised design submittal may be required.

(2) Excavation

Excavate in front of piles from the top down in accordance with the accepted submittals. For H-piles with timber lagging and braced and anchored shoring, excavate in staged horizontal lifts with a maximum height of 5 ft. Remove flowable fill and material in between H-piles as needed to install timber lagging. Position lagging with at least 3" of contact in the horizontal direction between the lagging and pile flanges. Do not excavate the next lift until timber lagging for the current lift is installed and if applicable, bracing and anchors for the current lift are accepted. Backfill behind cantilever, braced or anchored shoring with shoring backfill.

(3) Anchor Installation

If applicable, install foundations located behind anchored shoring before installing anchors. Fabricate and install ground anchors in accordance with the accepted submittals, Articles 6.4 and 6.5 of the *AASHTO LRFD Bridge Construction Specifications* and the following unless otherwise approved:

(a) Materials in accordance with this provision are required instead of materials conforming to Articles 6.4 and 6.5.3 of the *AASHTO LRFD Specifications*,

(b) Encapsulation-protected ground anchors in accordance with Article 6.4.1.2 of the *AASHTO LRFD specifications* are not required, and

(c) Corrosion protection for unbonded lengths of ground anchors and anchorage covers are not required.

(d) Measure grout temperature, density and flow during grouting with at least the same frequency grout cubes are made for compressive strength. Perform density and flow field tests in the presence of the Engineer in accordance with American National Standards Institute/American Petroleum Institute Recommended Practice 13B-1 (Section 4, Mud Balance) and ASTM C939 (Flow Cone), respectively.

Install helical anchors in accordance with the accepted submittals and Anchor Manufacturer's instructions. Measure torque during installation and do not exceed the torsional strength rating of the helical anchor. Attain the minimum required installation torque and penetration before terminating anchor installation. When replacing a helical anchor, embed last helix of the replacement anchor at least 3 helix plate diameters past the location of the first helix of the previous anchor.

(4) Anchor Testing

Proof test and lock-off anchors in accordance with the accepted submittals and Article 6.5.5 of the *AASHTO LRFD Bridge Construction Specifications* except for the acceptance criteria in Article 6.5.5.5. For the AASHTO LRFD specifications, "ground anchor" refers to a ground or helical anchor and "tendon" refers to a bar, strand or shaft.

(a) Anchor Acceptance

Anchor acceptance is based in part on the following criteria.

- (i) For ground and helical anchors, total movement is less than 0.04" between the 1 and 10 minute readings or less than 0.08" between the 6 and 60 minute readings.
- (ii) For ground anchors, total movement at maximum test load exceeds 80% of the theoretical elastic elongation of the unbonded length.

(b) Anchor Test Results

Submit 2 copies of anchor test records including movement versus load plots for each load increment within 24 hours of completing each row of anchors. The Engineer will review the test records to determine if the anchors are acceptable.

If the Engineer determines an anchor is unacceptable, revise the anchor design or installation methods. Submit a revised anchored shoring design for acceptance and provide an acceptable anchor with the revised design or installation methods. If required, replace the anchor or provide additional anchors with the revised design or installation methods.

(C) Temporary Wall Installation

Excavate as necessary for temporary walls in accordance with the plans and accepted submittals. If applicable, install foundations located in the reinforced zone before placing shoring backfill or reinforcement unless otherwise approved. Notify the Engineer when foundation excavation is complete. Do not place shoring backfill or reinforcement until excavation dimensions and foundation material are approved.

Erect welded wire facing so the wall position is as shown in the plans and accepted submittals. Set welded wire facing adjacent to each other in the horizontal and vertical direction to completely cover the wall face with facing. Stagger welded wire facing to create a running bond by centering facing over joints in the row below.

Wrap geotextile reinforcement and retention geotextiles behind welded wire facing as shown in the plans and accepted submittals and cover geotextiles with at least 3" of shoring backfill. Overlap adjacent geotextile reinforcement and retention and separation geotextiles at least 18" with seams oriented perpendicular to the wall face. Hold geotextiles in place with wire staples or anchor pins as needed.

Place reinforcement within 3" of locations shown in the plans and accepted submittals and in slight tension free of kinks, folds, wrinkles or creases. Install reinforcement with the direction shown in the plans and accepted submittals. For temporary wire walls with separate

reinforcement and facing components, attach welded wire grid or metallic strip reinforcement to welded wire facing as shown in the accepted submittals. Do not splice or overlap reinforcement so seams are parallel to the wall face. Contact the Engineer when unanticipated existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with reinforcement.

Place shoring backfill in the reinforced zone in 8" to 10" thick lifts. Compact A-2-4 soil and Class II, Type 1 and Class III select material in accordance with Subarticle 235-3(C) of the *2012 Standard Specifications*. Use only hand operated compaction equipment to compact backfill within 3 ft of welded wire facing. At a distance greater than 3 ft, compact shoring backfill with at least 4 passes of an 8 ton to 10 ton vibratory roller in a direction parallel to the wall face. Smooth wheeled or rubber tired rollers are also acceptable for compacting backfill. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet. Do not displace or damage reinforcement when placing and compacting shoring backfill. End dumping directly on geotextile or geogrid reinforcement is not permitted. Do not operate heavy equipment on reinforcement until it is covered with at least 8" of shoring backfill. Replace any damaged reinforcement to the satisfaction of the Engineer.

Backfill for temporary walls outside the reinforced zone in accordance with Article 410-8 of the *2012 Standard Specifications*. Bench temporary walls into the sides of excavations where applicable. For temporary geosynthetic walls with top of wall within 5 ft of finished grade, remove top facing and incorporate top reinforcement layer into fill when placing fill in front of wall. Temporary walls remain in place permanently unless otherwise required.

Measurement and Payment

Temporary Shoring will be measured and paid in square feet. Temporary walls will be measured as the square feet of exposed wall face area. Cantilever, braced or anchored shoring will be measured as the square feet of exposed shoring face area with the shoring height equal to the difference between the top and bottom of shoring elevations. Define "top of shoring" as where the grade intersects the back of sheet piles or H-piles and timber lagging. Define "bottom of shoring" as where the grade intersects front of sheet piles or H-piles and timber lagging. No measurement will be made for any embedment, shoring extension above top of shoring or pavement thickness above temporary walls.

The contract unit price for *Temporary Shoring* will be full compensation for providing shoring designs, submittals and materials, excavating, backfilling, hauling and removing excavated materials and supplying all labor, tools, equipment and incidentals necessary to construct temporary shoring.

No payment will be made for temporary shoring not shown in the plans or required by the Engineer including shoring for OSHA reasons or the Contractor's convenience. No value engineering proposals will be accepted based solely on revising or eliminating shoring locations shown in the plans or estimated quantities shown in the bid item sheets as a result of actual field measurements or site conditions.

PCB will be measured and paid in accordance with Section 1170 of the *2012 Standard Specifications*. No additional payment will be made for anchoring PCB for temporary shoring. Costs for anchoring PCB will be incidental to temporary shoring.

Temporary guardrail will be measured and paid for in accordance with Section 862 of the *2012 Standard Specifications*.

Payment will be made under:

Pay Item	Pay Unit
Temporary Shoring	Square Foot

SP-8 STREAM DIVERSION WITH IMPERVIOUS DIKES:

Description

This work consists of furnishing, installing, maintaining, and removing a stream diversion with impervious dikes for the purpose of diverting normal stream flow around the construction site. The Contractor shall construct impervious dikes in such a manner approved by the Engineer. The impervious dikes shall not permit seepage of water into the construction site or contribute to siltation of the stream. The impervious dikes shall be constructed of an acceptable material in the locations noted on the plans, specifications or as directed.

Materials

Acceptable materials shall include but not be limited to sheet piles, sandbags, and/or the placement of an acceptable size stone lined with polypropylene or other impervious fabric. Earth material shall not be used to construct an impervious dike when it is in direct contact with the stream unless vegetation can be established before contact with the stream takes place.

Construction Methods

Stream Diversion with Impervious Dikes shall be installed as shown on the construction plans or when directed by the Engineer. *Stream Diversion With Impervious Dikes* shall be in accordance with the details shown on the plans and shall include all incidentals including but not limited to grading, impervious dikes, bypass pumping and temporary piping, temporary energy dissipation measures, special stilling basin including sediment control stone and filter fabric, temporary diversion berm, slope drains, and inspection and maintenance repairs.

Measurement and Payment

Stream Diversion with Impervious Dikes will be paid per the lump sum bid price and shall include all equipment, labor, materials, sediment removal, maintenance, incidentals, dike removal, and coordination with the Engineer necessary to complete the work as required.

Payment for Stream Diversion with Impervious Dikes shall be made at the contract unit price and measured per each stream diversion installed.

Pay Item:
Stream Diversion with Impervious Dikes

Pay Unit:
Lump Sum

SP-9 ASPHALT DRIVEWAY REPAIR:

Description

Furnish and place asphalt in accordance with NCDOT Standard Specifications for Roads and Structures and shall conform to the dimensions and details shown on the plans.

Measurement and Payment

Asphalt Driveway Repair (TYPE) will be measured and paid for as the actual number of square yards of driveway repaired, measured along the surface of the completed and accepted work. The unit price bid shall include furnishing all labor, materials, tools, equipment, and incidentals required to saw cut, excavate and replace existing driveway to the dimensions as follows:

Asphalt Driveway Repair - 6" ABC stone base and 2.0" of S9.5B Asphalt surface course as directed by the Engineer.

Pay Item
Asphalt Driveway Repair

Pay Unit
Square Yard

SP-10 MASONRY DRAINAGE STRUCTURE, STD 840.01(CB), STD 840.15(DI) & STD 840.32(JB):

Description

Masonry Drainage Structures shall be installed as shown on the plans or when directed by the Engineer and in accordance with Section 840 of NCDOT Standard Specifications for Road and Structures and NCDOT Standard Drawings. The Contractor is advised that this project involves the installation of drainage structures on existing roadways where unknown existing utilities or existing drainage features may require field adjustment of the drainage system. For this reason the contractor is cautioned that the plan elevations shown on the project plans are for guidance and have been calculated with the best information available to the Engineer. The use of precast drainage structures **should only** be considered after thorough investigation by the contractor and coordination with the Engineer to establish the elevations of the pipe system to be installed. The Owner will not be responsible for precast structures ordered from the plan elevations that cannot properly be installed due to existing field conditions. **The brick**

standards for CB, DI, and JB have been referenced in the pay item, and the use of precast structures may be allowed only after approval by the Engineer.

Measurement and Payment

Masonry Drainage Structures, Std. 840.01 (CB), Std. 840.15 (DI), and Std. 840.32 (JB) will be measured and paid in units of each for each complete masonry drainage structure installed. *Masonry Drainage Structures* exceeding a height of 5.0 feet will be measured and paid in linear feet for the portion of the drainage structure exceeding a height of 5.0 feet. The height will be measured vertically to the nearest 0.1 foot from the top of the bottom slab to the top of the wall. For that portion of *Masonry Drainage Structure* measured above a height of 10.0 feet, payment will be made at 1.3 times the contract unit price per linear foot for *Masonry Drainage Structure*. Payment for Std. 840.01, Std. 840.15 and Std. 840.32 will be for the structure only; a separate line item is included for CB frame with grate and hood, for DI frame with grate and for JB frame with cover.

Pay Item	Pay Unit
Masonry Drainage Structures, Std. 840.01 (CB), Std. 840.15 (DI) and Std. 840.32 (JB)	Each
Masonry Drainage Structures, Std. 840.01 (CB), Std. 840.15 (DI) and Std. 840.32 (JB)	Linear Foot

SP-11 OFFSET CATCH BASIN:

Description

Offset Catch Basins shall be constructed in accordance with Section 840 of NCDOT Standard Specifications for Road and Structures and shall conform to the dimensions and details shown on the plans. The Contractor is advised that this project involves the installation of drainage structures on existing roadways where unknown existing utilities or existing drainage features may require field adjustment of the drainage system. For this reason the contractor is cautioned that the plan elevations shown on the project plans are for guidance and have been calculated with the best information available to the Engineer.

Measurement and Payment

Offset Catch Basin will be measured per each installed and paid at the contract unit price for the actual number completed and accepted. Frames with grates for the inlets and frames with covers for the manholes used in the construction of *Offset Catch Basin* will be paid for under separate pay items. Payment will be full compensation for all equipment, labor, materials, excavation, maintenance, incidentals, and coordination with the Engineer necessary to complete the work as required.

Pay Item	Pay Unit
Offset Catch Basin	Each

SP-12 2'-6" RESIDENTIAL CURB AND GUTTER:

Description

Furnish and install 2'-6" residential curb and gutter in accordance with Section 846 of the NCDOT Standard Specifications except as follows: The curb and gutter shall be installed per the dimensions shown in the Town of Mooresville Curb and Gutter Standard Detail R-10.0.

Measurement and Payment

2'-6" Residential Curb and Gutter will be measured and paid in linear feet, accepted in place, along the surface of the top of the curb. Payment will be full compensation for providing all materials, placing all concrete, excavating and backfilling, forming, finishing, constructing and sealing joints, and all incidentals necessary to complete the work as required.

Pay Item

2'-6" Residential Curb and Gutter

Pay Unit

Linear Foot

SP-13 TEMPORARY 48" WOVEN WIRE FENCE:

Description

This item is for the costs incurred to construct a temporary 48" woven wire fence with material in like kind as the existing 48" woven wire fence it is being used to temporarily replace. The temporary fence will be installed outside the proposed Temporary Construction Easement as located on the project plans so that cattle are not permitted to escape. The compensation for this work will include all work associated with construction of the temporary fence. The woven wire fence materials must be in accordance with NCDOT Standard Specification Section 1050.

Measurement and Payment

Temporary 48" Woven Wire Fence will be measured and paid for as the actual number of linear feet of fence measured along the top of the fence to the nearest 0.1 foot. Such price and payment shall be full compensation for fabricating, furnishing, installing and all incidentals necessary to satisfactorily install the fence. The fence will be paid for on a linear foot basis measured of temporary fence installed and accepted in accordance with the bid form.

Pay Item

Temporary 48" Woven Wire Fence

Pay Unit

Linear Foot

SP-14 SAW CUT EXISTING PAVEMENT AND CONCRETE:

Description

This item is to compensate the contractor for saw cutting the existing edge of pavement to provide a neat edge to facilitate pavement widening or installation of curb and gutter or other parts of the work and to saw cut concrete as required. The saw cut must be a minimum depth of 6” or deeper as required to prevent damage to the existing asphalt pavement during excavation of the adjacent widening or curb and gutter.

Measurement and Payment

Saw cut will be measured and paid for as the actual number of linear feet of saw cut measured along the horizontal surface to the nearest 0.1 foot. Such payment shall be full compensation for all traffic control and incidentals associated with this work.

Pay Item

Saw Cut

Pay Unit

Linear Foot

SP-15 GALVANIZED STEEL PIPE SAFETY RAIL:

Description

This item is for the costs incurred to install galvanized pipe safety rail on the side of the proposed concrete sidewalk and other locations where warranted due to adjacent slopes or vertical drop-off in accordance with the details found on Sheet 35 of the project plans. **The safety rail steel must meet all NCDOT domestic steel requirements for this project.**

All posts, rail elements, hardware, etc. for the handrail shall be galvanized in accordance Section 1076 of the NCDOT Standard Specifications for Roads and Structures 2012.

Measurement and Payment

Galvanized Steel Pipe Safety Rail will be measured and paid for by the linear foot of pipe handrail as measured along the top handrail, fabricated and installed as indicated on the detail sheet at each location. Such price and payment will be full compensation for all materials including accessories, sleeving or drilling the holes for the pipe rails, grouting the rails, materials, labor, and incidentals necessary to complete the work as required.

Pay Item

Galvanized Steel Pipe Safety Rail

Pay Unit

Linear Foot

SP-16 RELOCATE SEWER CLEAN-OUT:

Description

Existing sewer clean-outs located within the proposed sidewalk shall be relocated directly behind the new sidewalk or as shown on the plans. The work shall include any adjustments in the location or elevation on the sewer lateral. Connections to existing house plumbing shall comply with local building code. The existing cleanout shall be removed and the sewer lateral spliced, and a new 4" clean-out installed as shown on the plans. This work shall be conducted by a licensed plumbing contractor and be inspected by the local building inspector. The cost of sewer clean-out relocations shall include the cost of any Iredell County Plumbing inspections.

Measurement and Payment

Sewer Clean-out relocation will be measured and paid for at the contract unit price per each. Such prices and payment will be full compensation for all materials, including accessories, excavation, labor, reconnection to existing sewer service lines, and incidentals necessary to complete the work as required.

Pay Item

Relocate Sewer Clean-out

Pay Unit

Each

SP-17 SEEDING AND MULCHING:

Description

Furnish and install all materials and perform all seeding and mulching in accordance with NCDOT Standard Specifications.

Measurement and Payment

Permanent Seeding and Mulching will be paid per the lump sum bid price and shall include all landscaping, temporary seeding and stabilization, reseeding, and permanent seeding and stabilization work where required as a result of surface vegetation disturbed during the execution of this Contract. The lump sum price shall include finish grading, the furnishing and spreading of topsoil, seed bed preparation, seed, lime, fertilizer and mulch materials, seeding, fertilizing, planting, mulching, maintenance operations, and all other work required to complete the work not included under other bid items. Payment will be full compensation for all equipment, labor, materials, sediment removal, maintenance operations (to include repair seeding as necessary), incidentals, and coordination with the Engineer necessary to complete the work as required. Payment for permanent seeding and mulching shall be made on a lump sum basis.

Pay Item
Seeding and Mulching

Pay Unit
Lump Sum

SP-18 TRAFFIC CONTROL:

1.0 Beginning Work:

The Contractor is responsible for notifying the Town of Mooresville of any work where the number of travel lanes is reduced from normal conditions.

The Contractor shall install the project advanced warning signs. These signs shall be in place for one week before construction activity begins. The Contractor shall begin construction activity on a street the scheduled date of the closing of the travel lane.

During daily construction work hours the contractor will maintain at least one lane of traffic. During periods of construction inactivity all lanes of traffic will be open unless otherwise shown on the plans or noted in the specifications.

2.0 Right of Way Use Permit:

The Contractor will not be responsible for obtaining the Right of Way Use Permit(s) from Town of Mooresville for approval to work in the street rights-of-way. The permit(s) will be obtained by Town of Mooresville Engineering Department.

3.0 Traffic Control Plan:

Traffic Control will be performed by the Contractor based upon the Traffic Control Special Provisions.

All traffic control devices and procedures shall conform to the requirements of the current edition of the Manual on Uniform Traffic Control Devices, the current edition of the North Carolina Department of Transportation (NCDOT) Supplement to the Manual on Uniform Traffic Control Devices for Streets and Highways, the NCDOT Roadway Standard Drawings and the current edition of the NCDOT Standard Specifications for Roads and Structures.

The Contractor shall maintain the traffic control as described herein unless the Contractor submits an alternate traffic control plan to the Engineer and it is approved by the Engineer. The Engineer may direct the Contractor to modify traffic control if, in the Engineer's opinion, traffic is not moving safely or efficiently.

4.0 Maintenance of Traffic:

The Contractor shall maintain all travel lanes in accordance with the Traffic Control Plan sheets TCP-1 through TCP-4.

The Engineer reserves the right to restrict lane closures to **weekends only** if it is deemed lane closures during the week are significantly impacting traffic.

The Contractor shall use flagger control in accordance with the MUTCD. Those individuals performing the flagging operation shall properly trained for the operation.

In areas of drop-offs and low shoulders the Contractor shall backfill up to the edge and elevation of the existing pavement.

The Contractor will be required to maintain ingress and egress to all businesses and dwellings, and easy access to fire hydrants.

The Contractor shall provide adequate drainage under driveways and within the project area for the duration of the project.

The Contractor shall mark all hazards within the project limits with well-maintained signs, barricades, warning and/or channelizing devices.

5.0 Traffic Control Devices:

The Contractor shall furnish, install, operate, relocate, maintain and remove all temporary traffic control devices necessary for controlling traffic. The Contractor shall notify the Town's inspector regarding conflicting permanent signs. All construction signs and barricades shall remain in place until the appropriate permanent signs and pavement markings are installed.

6.0 Pedestrian Considerations:

The Contractor shall accommodate the needs of all pedestrians.

7.0 Equipment and Material Storage:

During periods of construction inactivity, all construction materials and equipment shall be stored by the Contractor in a safe manner.

8.0 Traffic Signals:

The Contractor shall not disturb any traffic signal equipment unless otherwise noted on the traffic control plans or directed to do so by the Engineer.

9.0 Excavations and Trenches:

Excavations and trenches which cannot be properly backfilled and patched prior to the end of the work day shall be secured. There shall be a maximum of 2" drop and maximum of 6:1 slope on all excavations and trenches.

10.0 Measurement:

There will be no separate measurement made for Traffic Control.

11.0 Payment:

Traffic Control will be paid at the contract lump sum price for "Traffic Control". This payment will be full compensation for all elements of work including signage, Automatic Flagging Assistance Devices, Type II in accordance with Section 1101 of the NCDOT Standard Specifications, barricades, and all else required to complete the project as specified.

Partial payments will be made as follows:

1. 25% of the lump sum price on the first partial payment estimate made after any work has been performed on the item of "Traffic Control".
2. 25% of the lump sum price on the first partial payment after the work is 25% complete.
3. 25% of the lump sum price on the first partial payment after the work is 50% complete.
4. 25% of the lump sum price on the first partial payment after the work is 100% complete.

Payment will be made under:

Pay Item	Pay Unit
TRAFFIC CONTROL	LS

SP-19 SIDEWALK CLOSURE SIGNS:

Description

This item is for all costs associated with providing, installing and maintaining sidewalk closure signs (R9-9-24" x 12") for the project. This item will be for signs as needed on the project and any other signs of other warning devices deemed necessary by the owner throughout the duration of the project.

Measurement and Payment

Sidewalk closure signs will be measured and paid for each sign installed. Such payment shall be full compensation for all traffic control and incidentals associated with this work.

Pay Item	Pay Unit
Sidewalk Closure Signs	Each

SP-20 ROCK INLET SEDIMENT TRAP TYPE 'C':

Description

Rock inlet sediment trap type 'c' shall be installed as shown on the plans or when directed by the Engineer and in accordance with NCDOT Standard Drawing 1632.03.

Measurement and Payment

Rock Inlet Sediment Trap Type 'C' will be measured per each and payment for Inlet Protection includes stone, hardware cloth, incidentals, and maintenance of the item unit such time the item can be removed as directed by the Engineer. Payment shall be made at the contract unit price and measured per each installed.

Pay Item

Rock Inlet Sediment Trap Type 'C'

Pay Unit

Each

SP-21 GRAVEL BAG THROATED CURB INLET PROTECTION:

Description

This work shall consist of furnishing, placing, maintaining and removing the Gravel Bag sediment control device as directed by the Engineer and as shown on the contract drawings.

Materials

The Gravel Bag shall be a sand bag of woven geotextile fabric (not burlap) filled with ½ inch or smaller gravel.

Construction Methods

Install the Gravel Bag barrier in front of the curb inlet opening so water can pond and allow sediment to separate from runoff. The barrier should not be higher than the top of the curb, and should never block the curb inlet opening. Layer individual bags such that no gaps are evident. Inspect barriers and remove sediment after each storm event, ensuring that the travel lane is immediately cleared of all sediment.

Measurement and Payment

Gravel Bag Throated Curb Inlet Protection will be measured and paid as the actual number incorporated into the completed and accepted work. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the *Gravel Bag Throated Curb Inlet Protection*.

Pay Item:
Gravel Bag Throated Curb Inlet Protection

Pay Unit:
Each

SP-22 SILT BAG INLET SEDIMENT CONTROL DEVICE:

Description

This work shall consist of furnishing, placing, maintaining and removing the Silt Bag Inlet Sediment Control Device as directed by the Engineer and as shown on the contract drawings.

Materials

Construction Methods

Remove the catch basin grate and hang the Silt Bag Inlet Sediment Control Device inside the catch basin opening. Hold approximately six inches of the silt bag outside the frame and replace the grate to hold the silt bag in place. Empty the silt bag when approximately one half full of sediment. To remove the silt bag, place two pieces of 1" diameter rebar through the lifting straps and lift out of the opening. Empty the sediment contents and rinse the silt bag clean. Return the silt bag to its original shape and place back in the basin. Inspection of Silt Bag Inlet Sediment Control Device should be on a regular basis and immediately after major rain events.

Measurement and Payment

Silt Bag Inlet Sediment Control Device will be measured and paid as the actual number incorporated into the completed and accepted work. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the *Silt Bag Inlet Sediment Control Device*.

Pay Item:
Silt Bag Inlet Sediment Control Device

Pay Unit:
Each

SP-23 RIP RAP:

Description

The contractor shall install Rip Rap at the locations shown on the plans, in accordance with the details in the plans, and as directed by the Engineer. Plain rip rap and filter fabric shall meet

the requirements of Section 876 of the NCDOT Standard Specifications. Excavation shall meet the requirements of Section 240 of the NCDOT Standard Specifications.

Measurement and Payment

The quantity of *Rip Rap* to be paid for shall be the actual number of tons installed and accepted at the unit price per ton for each class of rip rap. Separate payment will not be made for excavation or filter fabric. Payment will be full compensation for all equipment, labor, materials, excavation, filter fabric, maintenance, incidentals, and coordination with the Engineer necessary to complete the work as required.

Pay Item:
Rip Rap, Class __

Pay Unit:
Ton

SP-24 PREFORMED SCOUR HOLE WITH LEVEL SPREADER APRONS:

(10-15-02) (Rev. 10-20-09) 410

SP8 R105

Description

Construct and maintain preformed scour holes with spreader aprons at the locations shown on the plans and in accordance with the details in the plans. Work includes excavation, shaping and maintaining the hole and apron, furnishing and placing filter fabric, rip rap (class as specified in the plans) and permanent soil reinforcement matting.

Materials

Item	Section
Plain Rip Rap	1042
Filter Fabric	1056

The permanent soil reinforcement matting shall be permanent erosion control reinforcement mat and shall be constructed of synthetic or a combination of coconut and synthetic fibers evenly distributed throughout the mat between a bottom UV stabilized netting and a heavy duty UV stabilized top net. The matting shall be stitched together with UV stabilized polypropylene thread to form a permanent three dimensional structure. The mat shall have the following minimum physical properties:

Property	Test Method	Value Unit
Light Penetration	ASTM D6567	9 %
Thickness	ASTM D6525	0.40 in
Mass Per Unit Area	ASTM D6566	0.55 lb/sy
Tensile Strength	ASTM D6818	385 lb/ft
Elongation (Maximum)	ASTM D6818	49 %
Resiliency	ASTM D1777	>70 %
UV Stability *	ASTM 4355	≥80 %

Porosity (Permanent Net)	ECTC Guidelines	≥85 %
Maximum Permissible Shear Stress (Vegetated)	Performance Bench Test	≥8.0 lb/ft ²
Maximum Allowable Velocity (Vegetated)	Performance Bench Test	≥16.0 ft/s

*ASTM D1682 Tensile Strength and % strength retention of material after 1,000 hours of exposure.

Submit a certification (Type 1, 2, or 3) from the manufacturer showing:

- (A) The chemical and physical properties of the mat used, and
- (B) Conformance of the mat with this specification.

Construction Methods

All areas to be protected with the mat shall be brought to final grade and seeded in accordance with Section 1660 of the *2012 Standard Specifications*. The surface of the soil shall be smooth, firm, stable and free of rocks, clods, roots or other obstructions that would prevent the mat from lying in direct contact with the soil surface. Areas where the mat is to be placed will not need to be mulched.

Measurement and Payment

Preformed Scour Holes with Level Spreader Aprons will be measured and paid as the actual number incorporated into the completed and accepted work. Such price and payment will be full compensation for all work covered by this provision.

Payment will be made under:

Pay Item	Pay Unit
Preformed Scour Hole with Level Spreader Aprons	Each

SP-25 WATTLE:

(5-20-13)

1630

Description

Wattle barriers are tubular products consisting of excelsior fibers encased in natural or synthetic netting and used at the toe of fills or on slopes to intercept runoff. Wattle barriers are to be placed at locations shown on the plans or as directed. Installation shall follow the detail provided in the plans and as directed. Work includes furnishing materials, installation, maintenance and removing wattle barriers.

Materials

Wattle shall meet the following specifications:

Inner Material	100% Curled Wood (Excelsior) Fibers
Minimum Diameter	18"
Minimum Length	10 ft.
Minimum Density	2.9 lb./c.f.± 10%
Net Material	Synthetic
Net Openings	1" x 1"
Net Configuration	Totally Encased
Minimum Weight	5 lb./ft. ± 10%

Stakes shall be used as anchors. Provide hardwood stakes a minimum of 2-ft long with a 2" x 2" nominal square cross section. One end of the stake shall be sharpened or beveled to facilitate driving down into the underlying soil.

Provide staples made of 0.125" diameter new steel wire formed into a U-shape not less than 12" in length with a throat of 1" in width.

Construction Methods

Align wattle barriers in an overlapping and alternating pattern. Excavate a trench the entire length of each wattle with a depth of 2" to 3" for the wattle to be placed. Secure wattle barriers to the soil by wire staples approximately every linear foot and at the end of each wattle. Install at least 4 stakes on the downslope side of the wattle with a maximum spacing of 2 linear feet and according to the detail. Install at least 2 stakes on the upslope side of the wattle barrier according to the detail provided in the plans. Drive stakes into the ground at least 10" with no more than 2" projecting from the top of the wattle. Drive stakes at an angle according to the detail provided in the plans.

For wattle barriers used to reduce runoff velocity for large slopes, use a maximum spacing of 20 ft for the barrier measured along the slope.

Maintain the wattle barriers until the project is accepted or until the wattle barriers are removed, and remove and dispose of silt accumulations at the wattle barriers when so directed in accordance with Section 1630 of the *2012 Standard Specifications*.

Measurement and Payment

Wattle Barrier will be measured and paid as the actual number of linear feet of wattles installed and accepted. Such price and payment will be full compensation for all work covered by this provision, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the wattle barrier.

Payment will be made under:

Pay Item
Wattle Barrier

Pay Unit
Linear Foot

SP-26 TREE PROTECTION BARRIER/FENCE:

Description

This item consists of furnishing, installing, maintaining, and removing wood or steel post, wood slat fence or orange poly-barricade fence fabric at locations shown on the plans and as directed by the Engineer. Tree protection fence will be installed after the Temporary Construction Easement line is staked and prior to all other work.

Materials

Use steel posts that are a minimum of 1 3/8" wide measured parallel to the fence, with a weight of 1.25 lb/ft of length. Post must have a means for retaining wire in desired position without displacement. Use orange polyethylene or polypropylene prefabricated barricade type fence fabric that is a minimum of 48 inches high and approved by the Engineer.

Measurement and Payment

Tree Protection Barrier/Fence will be measured as the actual number of linear feet of fence installed in place and accepted. The quantity of fence will be paid for at the contract unit price per linear foot. Such price and payment shall be full compensation for the work as described above, including but not limited to furnishing, installing, maintaining and removing the tree protection barrier/fence.

Pay Item
Tree Protection Barrier/Fence

Pay Unit
Linear Foot

SP-27 REPLACE BRICK PAVER WALKWAY:

Description

This item is for the costs incurred to replace the two existing brick paver walkways leading to the subdivision signs located on Briarcliff Road (Sta. 6+18). The walkways are to be installed at the same location as directed by the Engineer. This work will include the reconstruction of the brick paver walkways with like kind materials. Contractor shall coordinate color of brick with the Engineer.

Measurement and Payment

Replace Brick Paver Walkway will be measured and paid in square yards, measured along the surface of the completed and accepted work. Payment will be full compensation for all equipment, labor, materials, incidentals, and coordination with the Engineer necessary to complete the work as required.

Pay Item

Replace Brick Paver Walkway

Pay Unit

Square Yard

SP-28 ADJUSTMENT OF IRRIGATION COMPONENTS:

Description

This item is for the costs incurred to remove, adjust or replace piping, valves, control valves, and irrigation sprinkler heads that are in conflict with construction on this project. The existing irrigation system components shall be adjusted/reset near the same location or as directed by the Engineer. This work will include the adjustment of the irrigation system with like kind materials.

Measurement and Payment

Adjustment of Irrigation Components payment will be full compensation for all equipment, labor, materials, incidentals, and coordination with the Engineer necessary to complete the work as required. Payment will be made as follows:

Pay Item

Adjustment of Irrigation Components, Rotary Spray Head
Adjustment of Irrigation Components, Spray Head
Adjustment of Irrigation Components, Control Valve and Box
Adjustment of Irrigation Components, 3/4" PVC Pipe
Adjustment of Irrigation Components, Funny Pipe

Pay Unit

Each
Each
Each
Linear Foot
Linear Foot

SP-29 GRAVEL DRIVEWAY REPAIR:

Description

Furnish, haul, place and shape a graded stone material in accordance with NCDOT Standard Specifications for Roads and Structures, conforming to the dimensions and details shown on the plans. Spread the stone material uniformly over the area required and then shape and

dress to the satisfaction of the Engineer. Uniformly spread, grade to a 6" depth and firmly tamp the stone material.

Materials

Use stone, gravel or recycled concrete for the graded stone material which is well graded from the 1 1/2" through the No. 200 sieve sizes in accordance with Article 1006. The LL of the recycled concrete is raised 5 points to no more than 35.

Measurement and Payment

Gravel Driveway Repair will be measured and paid at the contract unit price per ton that has been incorporated into the completed and accepted work. The unit price bid shall include furnishing all labor, materials, tools, equipment, and incidentals required to saw cut, excavate and replace existing driveway to the dimensions as follows:

Pay Item	Pay Unit
Gravel Driveway Repair	Ton

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*.

STANDARD SPECIAL PROVISION

NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

(5-17-11)

Z-3

Seed shall be sampled and tested by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory. When said samples are collected, the vendor shall supply an independent laboratory report for each lot to be tested. Results from seed so sampled shall be final. Seed not meeting the specifications shall be rejected by the Department of Transportation and shall not be delivered to North Carolina Department of Transportation warehouses. If seed has been delivered it shall be available for pickup and replacement at the supplier's expense.

Any re-labeling required by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory, that would cause the label to reflect as otherwise specified herein shall be rejected by the North Carolina Department of Transportation.

Seed shall be free from seeds of the noxious weeds Johnsongrass, Balloonvine, Jimsonweed, Witchweed, Itchgrass, Serrated Tussock, Showy Crotalaria, Smooth Crotalaria, Sicklepod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

Tolerances established by the Association of Official Seed Analysts will generally be recognized. However, for the purpose of figuring pure live seed, the found pure seed and found germination percentages as reported by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory will be used. Allowances, as established by the NCDOT, will be recognized for minimum pure live seed as listed on the following pages.

The specifications for restricted noxious weed seed refers to the number per pound as follows:

<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. Of Seed</u>	<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. of Seed</u>
Blessed Thistle	4 seeds	Cornflower (Ragged Robin)	27 seeds
Cocklebur	4 seeds	Texas Panicum	27 seeds
Spurred Anoda	4 seeds	Bracted Plantain	54 seeds
Velvetleaf	4 seeds	Buckhorn Plantain	54 seeds
Morning-glory	8 seeds	Broadleaf Dock	54 seeds
Corn Cockle	10 seeds	Curly Dock	54 seeds
Wild Radish	12 seeds	Dodder	54 seeds
Purple Nutsedge	27 seeds	Giant Foxtail	54 seeds
Yellow Nutsedge	27 seeds	Horsenettle	54 seeds
Canada Thistle	27 seeds	Quackgrass	54 seeds
Field Bindweed	27 seeds	Wild Mustard	54 seeds
Hedge Bindweed	27 seeds		

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of

2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

Exceptions may be made for minimum pure live seed allowances when cases of seed variety shortages are verified. Pure live seed percentages will be applied in a verified shortage situation. Those purchase orders of deficient seed lots will be credited with the percentage that the seed is deficient.

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

Minimum 85% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 83% pure live seed will not be approved.

Sericea Lespedeza
Oats (seeds)

Minimum 80% pure live seed; maximum 1% total weed seed; maximum 2% total other crop; maximum 144 restricted noxious weed seed per pound. Seed less than 78% pure live seed will not be approved.

Tall Fescue (all approved varieties)	Bermudagrass
Kobe Lespedeza	Browntop Millet
Korean Lespedeza	German Millet – Strain R
Weeping Lovegrass	Clover – Red/White/Crimson
Carpetgrass	

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 76% pure live seed will not be approved.

Common or Sweet Sundangrass

Minimum 76% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 74% pure live seed will not be approved.

Rye (grain; all varieties)
Kentucky Bluegrass (all approved varieties)
Hard Fescue (all approved varieties)
Shrub (bicolor) Lespedeza

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

Centipedegrass	Japanese Millet
Crownvetch	Reed Canary Grass
Pensacola Bahiagrass	Zoysia

Creeping Red Fescue

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 5% inert matter; maximum 144 restricted noxious weed seed per pound.

Barnyard Grass
Big Bluestem
Little Bluestem
Bristly Locust
Birdsfoot Trefoil
Indiangrass
Orchardgrass
Switchgrass
Yellow Blossom Sweet Clover

STANDARD SPECIAL PROVISION

ERRATA

(1-17-12) (Rev. 04-21-15)

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 7

Page 7-1, Article 700-3, CONCRETE HAULING EQUIPMENT, line 33, replace “competition” with “completion”.

Division 8

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

Division 10

Page 10-166, Article 1081-3 Hot Bitumen, replace “Table 1081-16” with “Table 1081-2”, replace “Table 1081-17” with “Table 1081-3”, and replace “Table 1081-18” with “Table 1081-4”.

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: $W = LD\sqrt{P} + 148,000$

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”.

STANDARD SPECIAL PROVISION

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)

(3-18-03) (Rev. 10-15-13)

Z-04a

Within Quarantined Area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a Quarantined County

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.gov/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

STANDARD SPECIAL PROVISION

AWARD OF CONTRACT

(6-28-77)(Rev 2/16/2015)

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”.

TITLE VI AND NONDISCRIMINATION

I. Title VI Assurance

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the North Carolina Department of Transportation (NCDOT) or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the NCDOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the NCDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as the NCDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the NCDOT to enter into such litigation to protect the interests of the NCDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. Title VI Nondiscrimination Program

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d, provides that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations (see Section III, Pertinent Nondiscrimination Authorities), which provide additional protections based on age, sex, disability and religion. In addition, the 1987 Civil Rights Restoration Act extends nondiscrimination coverage to all programs and activities of federal-aid recipients and contractors, including those that are not federally-funded.

Nondiscrimination Assurance

The North Carolina Department of Transportation (NCDOT) hereby gives assurance that no person shall on the ground of race, color, national origin, sex, age, and disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and any other related Civil Rights authorities, whether those programs and activities are federally funded or not.

Obligation

During the performance of this contract, the Contractor and its subcontractors are responsible for complying with NCDOT's Title VI Program. The Contractor must ensure that NCDOT's Notice of Nondiscrimination is posted in conspicuous locations accessible to all employees and subcontractors on the jobsite, along with the Contractor's own Equal Employment Opportunity (EEO) Policy Statement. The Contractor shall physically incorporate this "**TITLE VI AND NONDISCRIMINATION**" language, in its entirety, into all its subcontracts on federally-assisted and state-funded NCDOT-owned projects, and ensure its inclusion by subcontractors into all subsequent lower tier subcontracts. The Contractor and its subcontractors shall also physically incorporate the **FHWA-1273**, in its entirety, into all subcontracts and subsequent

lower tier subcontracts on Federal-aid highway construction contracts only. The Contractor is also responsible for making its subcontractors aware of NCDOT's Discrimination Complaints Process, as follows:

FILING OF COMPLAINTS

1. **Applicability** – These complaint procedures apply to the beneficiaries of the NCDOT's programs, activities, and services, including, but not limited to, members of the public, contractors, subcontractors, consultants, and other sub-recipients of federal and state funds.
2. **Eligibility** – Any person or class of persons who believes he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities, based upon race, color, sex, age, national origin, or disability, may file a written complaint with NCDOT's Civil Rights office. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative, and must be in writing.
3. **Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:
 - The date of the alleged act of discrimination; or
 - The date when the person(s) became aware of the alleged discrimination; or
 - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Title VI and other discrimination complaints may be submitted to the following entities:

- **North Carolina Department of Transportation**, Office of Equal Opportunity & Workforce Services (EOWS), External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1808 or toll free 800-522-0453
- **US Department of Transportation**, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010

Federal Highway Administration, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8th Floor, E81-314, Washington, DC 20590, 202-366-0693 / 366-0752

Federal Transit Administration, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590

Federal Aviation Administration, Office of Civil Rights, 800 Independence Avenue, SW, Washington, DC 20591, 202-267-3258

- **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228

4. **Format for Complaints** – Complaints must be in **writing** and **signed** by the complainant(s) or a representative and include the complainant's name, address, and

telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages including Braille.

5. **Discrimination Complaint Form** – Contact NCDOT EOWS at the phone number above to receive a full copy of the Discrimination Complaint Form and procedures.
6. **Complaint Basis** – Allegations must be based on issues involving race, color, national origin, sex, age, or disability. The term “basis” refers to the complainant’s membership in a protected group category. Contact this office to receive a Discrimination Complaint Form

Protected Categories	Definition	Examples	Applicable Statutes and Regulations	
			FHWA	FTA
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; Circular 4702.1B
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.		
National Origin	Place of birth. Citizenship is not a factor. Discrimination based on language or a person’s accent is also covered.	Mexican, Cuban, Japanese, Vietnamese, Chinese		
Sex	Gender	Women and Men	1973 Federal-Aid Highway Act	Title IX of the Education Amendments of 1972
Age	Persons of any age	21 year old person	Age Discrimination Act of 1975	
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, paraplegic, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990	

III. Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*, Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs, as regards the use of Disadvantaged Business Enterprises (DBEs);

- Form FHWA-1273, “Required Contract Provisions,” a collection of contract provisions and proposal notices that are generally applicable to *all Federal-aid construction projects* and must be made a part of, and physically incorporated into, *all federally-assisted contracts*, as well as appropriate subcontracts and purchase orders, particularly Sections II (Nondiscrimination) and III (Nonsegregated Facilities).

STANDARD SPECIAL PROVISION

MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS

Z-7

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

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

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

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

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

STANDARD SPECIAL PROVISION

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
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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 contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any

other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
 - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
 - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential

that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

* * * * *

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

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

2. Instructions for Certification - Lower Tier Participants:

- (Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)
- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
 - b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general 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. 4-21-15)

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.\

Training Classifications

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

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

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

classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

STANDARD SPECIAL PROVISION

NAME CHANGE FOR NCDENR:

(1-19-16)

Z-11

Wherever in the 2012 Standard Specifications, Project Special Provisions, Standard Special Provisions, Permits or Plans that reference is made to “NCDENR” or “North Carolina Department of Environment and Natural Resources”, replace with “NCDEQ” or North Carolina Department of Environmental Quality” respectively, as the case may be.

STANDARD SPECIAL PROVISION
MINIMUM WAGES
GENERAL DECISION NC180102 01/05/2018 NC102

Z-102

Date: January 5, 2018

General Decision Number: NC180102 01/05/2018 NC102

Superseded General Decision Numbers: NC20170102

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Caswell	Lee	Richmond
Davidson	Montgomery	Rowan
Iredell	Moore	Stanly

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 that applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract for calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(1)(2) – (60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number
0

Publication Date
01/05/2018

SUNC2014-004 11/17/2014

	Rates	Fringes
BLASTER	21.85	
CARPENTER	13.98	
CEMENT MASON/CONCRETE FINISHER	13.67	
ELECTRICIAN		
Electrician	19.19	2.39
Telecommunications Technician	14.96	1.07
IRONWORKER	14.53	
LABORER		
Asphalt Raker and Spreader	11.75	
Asphalt Screed/Jackman	14.03	
Carpenter Tender	10.21	
Cement Mason/Concrete Finisher Tender	12.26	

	Rates	Fringes
Common or General	10.45	.13
Guardrail/Fence Installer	13.43	
Pipelayer	13.36	.43
Traffic Signal/Lighting Installer	16.29	
PAINTER		
Bridge	19.62	
POWER EQUIPMENT OPERATORS		
Asphalt Broom Tractor	12.14	
Bulldozer Fine	16.92	
Bulldozer Rough	15.58	
Concrete Grinder/Groover	25.00	
Crane Boom Trucks	14.83	
Crane Other	21.05	
Crane Rough/All-Terrain	21.25	
Drill Operator Rock	15.43	1.61
Drill Operator Structure	19.24	
Excavator Fine	16.09	1.52
Excavator Rough	14.07	.74
Grader/Blade Fine	19.40	
Grader/Blade Rough	15.48	
Loader 2 Cubic Yards or Less	12.67	1.52
Loader Greater Than 2 Cubic Yards	14.48	
Material Transfer Vehicle (Shuttle Buggy)	17.39	
Mechanic	18.86	
Milling Machine	16.26	
Off-Road Hauler/Water Tanker	12.90	
Oiler/Greaser	16.36	
Pavement Marking Equipment	11.63	
Paver Asphalt	15.07	
Roller Asphalt Breakdown	12.91	
Roller Asphalt Finish	13.67	
Roller Other	13.48	
Scraper Finish	13.59	
Scraper Rough	11.53	
Slip Form Machine	19.99	
Tack Truck/Distributor Operator	15.60	
TRUCK DRIVER		
GVWR of 26,000 Lbs or Less	10.58	
GVWR of 26,000 Lbs or Greater	13.50	.15

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who

is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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

PROJECT SPECIAL PROVISION

(10-18-95) (Rev. 2-18-14)

Z-1

PERMITS

The Contractor's attention is directed to the following permits, which have been issued to the Department of Transportation by the authority granting the permit.

<u>PERMIT</u>	<u>AUTHORITY GRANTING THE PERMIT</u>
Erosion Control Letter of Approval with Modifications and Certificate of Plan Approval	North Carolina Division of Environmental Quality
Approval of 401 Water Quality Certification with Additional Conditions	Division of Water Resources, State of North Carolina
SAW-2016-00526 Nationwide Permit Approval and Conditions	US Army Corps of Engineers

The Contractor shall comply with all applicable permit conditions during construction of this project. Those conditions marked by * are the responsibility of the Department and the Contractor has no responsibility in accomplishing those conditions.

Agents of the permitting authority will periodically inspect the project for adherence to the permits.

The Contractor's attention is also directed to Articles 107-10 and 107-13 of the *2012 Standard Specifications* and the following:

Should the Contractor propose to utilize construction methods (such as temporary structures or fill in waters and/or wetlands for haul roads, work platforms, cofferdams, etc.) not specifically identified in the permit (individual, general, or nationwide) authorizing the project it shall be the Contractor's responsibility to coordinate with the Engineer to determine what, if any, additional permit action is required. The Contractor shall also be responsible for initiating the request for the authorization of such construction method by the permitting agency. The request shall be submitted through the Engineer. The Contractor shall not utilize the construction method until it is approved by the permitting agency. The request normally takes approximately 60 days to process; however, no extensions of time or additional compensation will be granted for delays resulting from the Contractor's request for approval of construction methods not specifically identified in the permit.

Where construction moratoriums are contained in a permit condition which restricts the Contractor's activities to certain times of the year, those moratoriums will apply only to the portions of the work taking place in the waters or wetlands provided that activities outside those areas is done in such a manner as to not affect the waters or wetlands.

A copy of all the Permits are attached for inclusion in the contract documents.

Also included is the Self Inspection Record for Land Disturbing Activities Form. This form must be completed by the Contractor's Level II Supervisor at least once per seven calendar days and within 24 hours of a rainfall event of 0.5 inches per 24 hour period.