

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
HIGHWAY DIVISION 2

## PROPOSAL

**DATE AND TIME OF BID OPENING:** January 23, 2019 AT 2:00 PM

**CONTRACT ID:** DB00463

**WBS ELEMENT NO.:** 15402.1016802

**FEDERAL AID NO.:** 15402.1016802

**COUNTY:** Carteret County

**ROUTE NO.:** SR 1332 (HARKERS ISLAND ROAD)

**LOCATION:** HARKERS ISLAND DRAWBRIDGE

**TYPE OF WORK:** GENERAL CONSTUCTION

**NOTICE:**

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOTWITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY FEDERAL - AID FUNDED PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING.

THIS IS A STRUCTURE PROJECT.

BID BONDS ARE NOT REQUIRED.

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NAME OF BIDDER

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ADDRESS OF BIDDER

**PROPOSAL FOR THE CONSTRUCTION OF  
CONTRACT No. DB00463 IN CARTERET COUNTY, NORTH CAROLINA**

**January 23, 2019**

**DEPARTMENT OF TRANSPORTATION,  
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **DB00463**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2018 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **DB00463** in **Carteret County**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2018* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

If the proposal is accepted and the award is made, the contract is valid only when signed either by the Contract Officer or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except over the signature of the said Contract Officer or Division Engineer.

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

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



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TYPE OF WORK IN **Carteret County**.

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### **PROPOSAL ITEM SHEET AND SIGNATURE SHEET**

## **INSTRUCTIONS TO BIDDERS**

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

**All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement may cause the bid to be considered irregular and may be grounds for rejection of the bid.**

For preparing and submitting the bid electronically using the on-line system Bid Express®, refer to Article 102-8(B) of the *2018 Standard Specifications*.

Bidders that bid electronically on Raleigh Central-Let projects will need a separate Digital Signature form Bid Express® for Division Contracts.

### **ELECTRONIC ON-LINE BID THRU BID EXPRESS:**

1. Download entire proposal from Connect NCDOT website. Download EBS file from Bid Express website.
2. Prepare and submit EBS file using Expedite software.
3. Expedite software necessary for electronic bid preparation may be downloaded from the Connect NCDOT website at: <https://connect.ncdot.gov/letting/Pages/EBS-Information.aspx> or from Bid Express.

**PROJECT SPECIAL PROVISIONS****GENERAL****DESCRIPTION:**

This contract is for the repair/renovation of the Harkers Island bridge tender house on SR 1332 (Harkers Island Road) in Carteret County.

**SITE INVESTIGATION AND REPRESENTATION:**

(3-3-2014)

102-6

SPD 01-280

By signing the proposal documents, the Contractor acknowledges that:

- (A) He understands the nature of the work and general and local conditions;
- (B) He is familiar with the availability and cost of labor and materials;
- (C) He will to adhere to State regulations for safety and security of property, roads, and facilities;
- (D) He is able to prosecute the work in accordance with all applicable local, state and federal rules and regulations, and;
- (E) He has thoroughly investigated the project site(s).

Any failure on the part of the Contractor to acquaint himself with all available information shall not relieve him from the responsibility any aspect of the contracting process. No adjustment in contract time or contract prices will be made due to the Contractor's negligence in familiarizing himself with the contract or project site(s).

The Engineer will have the site available for a non-mandatory Pre-bid Meeting at 1:00 pm on Thursday, January 10, 2019. Contractors should park at the Harkers Islands Public Boat Ramp and will be transported in a NCDOT vehicle to the Bridge Tender House.

**BOND REQUIREMENTS – No Bonds Required**

(06-01-16)

SPD 01-420B

The provisions of Articles 102-10 and 103-7 of the *2018 Standard Specifications for Roads and Structures* are waived for this project. No bonds required.

**CONTRACT TIME AND LIQUIDATED DAMAGES:**

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

108

SP1 G10 A

The date of availability for this contract is **March 4, 2019**.

The completion date for this contract is **June 2, 2019**.

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the

contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are **Five Hundred Dollars (\$ 500.00)** per calendar day.

**NO MAJOR CONTRACT ITEMS:**

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

104

SP1 G31

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

**NO SPECIALTY ITEMS:**

(7-1-95)

108-6

SP1 G34

None of the items included in this contract will be specialty items (see Article 108-6 of the *2018 Standard Specifications*).

**FUEL PRICE ADJUSTMENT:**

(11-15-05) (Rev. 2-18-14)

109-8

SP1 G43

Revise the *2018 Standard Specifications* as follows:

**Page 1-87, Article 109-8, Fuel Price Adjustments**, add the following:

The base index price for DIESEL #2 FUEL is **\$ 2.0412** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

The pay items and the fuel factor used in calculating adjustments to be made will be as follows:

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Sub-Ballast	Gal/Ton	0.55
Asphalt Concrete Base Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Intermediate Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Surface Course, Type ____	Gal/Ton	2.90
Open-Graded Asphalt Friction Course	Gal/Ton	2.90
Permeable Asphalt Drainage Course, Type ____	Gal/Ton	2.90
Sand Asphalt Surface Course, Type ____	Gal/Ton	2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
___" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to ___" Pavement	Gal/SY	0.245

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

(7-15-08) (Rev. 6-19-18)

108-2

SP1 G58

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

	<b><u>Fiscal Year</u></b>	<b><u>Progress (% of Dollar Value)</u></b>
2019	(7/01/18 - 6/30/19)	<b>100%</b> of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2018 Standard Specifications*. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

**DISADVANTAGED BUSINESS ENTERPRISE (DIVISIONS):**

(10-16-07)(Rev.1-15-19)

102-15(J)

SP1 G62

**Description**

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

**Definitions**

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

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

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

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

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

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

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

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

*Replacement / Substitution* – A full or partial reduction in the amount of work subcontracted to a committed (or an approved substitute) DBE firm.

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

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

### **Forms and Websites Referenced in this Provision**

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

*DBE-IS Subcontractor Payment Information* - Form for reporting the payments made to all DBE firms working on the project. This form is for paper bid projects only.  
<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 estimated amount (based on quantities and unit prices) 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 **2.0** %

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

## **Directory of Transportation Firms (Directory)**

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

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

## Listing of DBE Subcontractors

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

### (A) Electronic Bids

Bidders shall submit a listing of DBE participation in the appropriate section of Expedite, the bidding software of Bid Express®.

- (1) Submit the names and addresses of DBE firms identified to participate in the contract. If the bidder uses the updated listing of DBE firms shown in Expedite, the bidder may use the dropdown menu to access the name and address of the DBE firm.
- (2) Submit the contract line numbers of work to be performed by each DBE firm. When no figures or firms are entered, the bidder will be considered to have no DBE participation.
- (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) Paper Bids

- (1) *If the DBE goal is more than zero,*
  - (a) 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.
  - (b) If bidders have no DBE participation, they shall indicate this on the *Listing of DBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.

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

### **DBE Prime Contractor**

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

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

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

### **Written Documentation – Letter of Intent**

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

The documentation shall be received in the office of the Engineer no later than 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 the Department 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 Department will consider the quality, quantity, and intensity of the different kinds of efforts a bidder has made. Listed below are examples of the types of actions a bidder will take in making a good faith effort to meet the goal and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

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

- (B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).
- (C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D)
  - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
  - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at BOWD@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 Department may take into account the following:

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

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

### **Non-Good Faith Appeal**

The Engineer will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the Engineer. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

### **Counting DBE Participation Toward Meeting DBE Goal**

#### **(A) Participation**

The total dollar value of the participation by a committed DBE will be counted toward the contract goal requirement. The total dollar value of participation by a committed DBE will

be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Contractor.

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

- (1) The fees or commissions charged by a DBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.

- (2) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

### **Commercially Useful Function**

#### **(A) DBE Utilization**

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

#### **(B) DBE Utilization in Trucking**

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

- (1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.
- (2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.



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

### **DBE Replacement**

When a Contractor has relied on a commitment to a DBE subcontractor (or an approved substitute DBE subcontractor) to meet all or part of a contract goal requirement, the contractor shall not terminate the DBE subcontractor 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.

The Contractor must give notice in writing both by certified mail and email to the DBE subcontractor, with a copy to the Engineer of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the DBE subcontractor five (5) business days to respond to the Contractor's Notice of Intent to Request Termination and/or Substitution. If the DBE subcontractor objects to the intended termination/substitution, the DBE, within five (5) business days must advise the Contractor and the Department of the reasons why the action should not be approved. The five-day notice period shall begin on the next business day after written notice is provided to the DBE subcontractor.

A committed DBE subcontractor may only be terminated after receiving the Department's written approval based upon a finding of good cause for the proposed termination and/or substitution. For purposes of this section, good cause shall include the following circumstances:

- (a) The listed DBE subcontractor fails or refuses to execute a written contract;

- (b) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (c) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (d) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (e) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (f) The listed DBE subcontractor is not a responsible contractor;
- (g) The listed DBE voluntarily withdraws from the project and provides written notice of withdrawal;
- (h) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (i) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (j) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

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

(A) Performance Related Replacement

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

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

- (1) Copies of written notification to DBEs that their interest is solicited in contracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of DBEs who were contacted.

- (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
  - (3) A list of reasons why DBE quotes were not accepted.
  - (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.
- (B) Decertification Replacement
- (1) When a committed DBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
  - (2) When a committed DBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

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

### **Changes in the Work**

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

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

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

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

### **Reports and Documentation**

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

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

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

### **Reporting Disadvantaged Business Enterprise Participation**

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

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

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

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

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

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

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

The Contractor shall report the accounting of payments through the Department's DBE Payment Tracking System.

### **Failure to Meet Contract Requirements**

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2018 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.

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## **SECTION 02 4100 DEMOLITION**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Selective demolition of building elements for alteration purposes.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

#### **1.03 REFERENCE STANDARDS**

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.

### **PART 3 EXECUTION**

#### **2.01 GENERAL PROCEDURES AND PROJECT CONDITIONS**

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Provide, erect, and maintain temporary barriers and security devices.
  - 3. Do not close or obstruct roadways or sidewalks without permit.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements that are not to be removed.
  - 1. Provide bracing and shoring.

#### **2.02 EXISTING UTILITIES**

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.

#### **2.03 SELECTIVE DEMOLITION FOR ALTERATIONS**

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as indicated.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- C. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove rotted wood, and corroded metals; replace with new construction specified.
  - 2. Remove items indicated on drawings.
- D. Services (Including but not limited to Plumbing, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
  - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
  - 2. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.

- E. Protect existing work to remain.
  - 1. Prevent movement of structure; provide shoring and bracing if necessary.
  - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
  - 4. Patch as specified for patching new work.

#### **2.04 DEBRIS AND WASTE REMOVAL**

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from road.

**END OF SECTION**

**SECTION 06 1000  
ROUGH CARPENTRY**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Structural dimension lumber framing.
- B. Non-structural dimension lumber framing.
- C. Rough opening framing for doors, windows, and roof openings.
- D. Sheathing.
- E. Subflooring.
- F. Underlayment.

**1.02 REFERENCE STANDARDS**

- A. PS 2 - Performance Standard for Wood-Based Structural-Use Panels; 2010.
- B. PS 20 - American Softwood Lumber Standard; 2015.
- C. SPIB (GR) - Grading Rules; 2014.

**1.03 DELIVERY, STORAGE, AND HANDLING**

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

**PART 2 PRODUCTS****2.01 GENERAL REQUIREMENTS**

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
  - 1. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
  - 2. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee ([www.alsc.org](http://www.alsc.org)) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
- B. Lumber fabricated from old growth timber is not permitted.

**2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS**

- A. Grading Agency: Southern Pine Inspection Bureau, Inc; SPIB (GR).
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: S-dry or MC19.
- D. Stud Framing (2 by 2 through 2 by 6 (50 by 50 mm through 50 by 150 mm) ):
  - 1. Grade: No. 2.
- E. Joist, Rafter, and Small Beam Framing (2 by 6 through 4 by 16 (50 by 150 mm through 100 by 400 mm) ):
  - 1. Species: Any allowed under grading rules.

**2.03 CONSTRUCTION PANELS**

- A. Subfloor/Underlayment Combination: Any PS 2 type, rated Single Floor.
  - 1. Bond Classification: Exterior.
  - 2. Span Rating: 48.
  - 3. Performance Category: 1-1/8 PERF CAT.
  - 4. Edges: Tongue and groove.
- B. Underlayment: APA Underlayment; plywood, Exposure 2, 19/32 inch (15 mm) thick. Fully sanded faces at resilient flooring.

**2.04 ACCESSORIES**

- A. Subfloor Adhesives: Waterproof, air cure type, cartridge dispensed.
  - 1. Manufacturers:
    - a. Franklin International, Inc; Titebond PROvantage Weatherproof Subfloor Adhesive: [www.titebond.com/#sle](http://www.titebond.com/#sle).
    - b. Huber Engineered Woods, LLC; AdvanTech Subfloor Adhesive: [www.huberwood.com/#sle](http://www.huberwood.com/#sle).
    - c. Liquid Nails, a brand of PPG Architectural Coatings; LN-902 Subfloor and Deck Construction Adhesive, 10 oz: [www.liquidnails.com/#sle](http://www.liquidnails.com/#sle).

**PART 3 EXECUTION****3.01 INSTALLATION - GENERAL**

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

**3.02 BLOCKING, NAILERS, AND SUPPORTS**

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.
- C. Provide the following specific non-structural framing and blocking:
  - 1. Cabinets and shelf supports.
  - 2. Wall paneling and trim.
  - 3. Joints of rigid wall coverings that occur between studs.

**3.03 INSTALLATION OF CONSTRUCTION PANELS**

- A. Subflooring/Underlayment Combination: Glue and nail to framing; staples are not permitted.
- B. Underlayment: Secure to subflooring with nails and glue.
  - 1. At locations where resilient flooring will be installed, fill and sand splits, gaps, and rough areas.

**END OF SECTION**

**SECTION 06 2000  
FINISH CARPENTRY**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Finish carpentry items.
- B. Wood door frames, glazed frames.
- C. Wood casings and moldings.
- D. Hardware and attachment accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 09 9123 - Interior Painting: Painting of finish carpentry items.
- B. Section 12 3530 - Residential Casework: Shop fabricated cabinet work.

**1.03 REFERENCE STANDARDS**

- A. ANSI A208.1 - American National Standard for Particleboard; 2009.
- B. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2014, with Errata (2016).
- C. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards, U.S. Version 3.1; 2016, with Errata (2017).
- D. BHMA A156.9 - American National Standard for Cabinet Hardware; 2015.
- E. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.
- F. PS 1 - Structural Plywood; 2009.

**1.04 SUBMITTALS**

- A. Samples: Submit two samples of wood trim 5 inch (127 mm) long.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Protect work from moisture damage.

**PART 2 PRODUCTS****2.01 FINISH CARPENTRY ITEMS**

- A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
- B. Surface Burning Characteristics: Provide materials having fire and smoke properties as required by applicable code.
- C. Exterior Woodwork Items:
  - 1. Window Casings and Moldings: Softwood; prepare for paint finish.
- D. Interior Woodwork Items:
  - 1. Moldings, Bases, Casings, and Miscellaneous Trim: Clear white pine; prepare for paint finish.
  - 2. Door, Glazed Light, and Pocket Door Frames: any; prepare for paint finish.
  - 3. Window Sills: any; prepare for paint finish.

**2.02 WOOD-BASED COMPONENTS****2.03 SHEET MATERIALS**

- A. Particleboard: ANSI A208.1; Composed of wood chips, sawdust, or flakes of medium density, made with waterproof resin binders; of grade to suit application; sanded faces.

**2.04 PLASTIC LAMINATE MATERIALS**

- A. Plastic Laminate: NEMA LD 3, HGS; TBD color; textured, low gloss finish.
- B. Laminate Adhesive: Type recommended by laminate manufacturer to suit application; not containing formaldehyde or other volatile organic compounds.

**2.05 HARDWARE**

- A. Hardware: Comply with BHMA A156.9.
- B. Standard Shelf, Countertop, and Workstation Brackets:
  - 1. Material: Steel.
  - 2. Finish: Manufacturer's standard, factory-applied primer.

**2.06 FABRICATION**

- A. Shop assemble work for delivery to site, permitting passage through building openings.
- B. Cap exposed plastic laminate finish edges with material of same finish and pattern.
- C. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.
- D. Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify adequacy of backing and support framing.
- B. Verify mechanical, electrical, and building items affecting work of this section are placed and ready to receive this work.

**3.02 INSTALLATION**

- A. Install work in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade indicated.
- B. Set and secure materials and components in place, plumb and level.
- C. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch (0.79 mm). Do not use additional overlay trim to conceal larger gaps.

**END OF SECTION**

**SECTION 07 2100  
THERMAL INSULATION**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Batt insulation in exterior wall and ceiling construction.
- B. Batt insulation for filling perimeter window and door shim spaces and crevices in exterior wall and roof.

**1.02 REFERENCE STANDARDS**

- A. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2017.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2018.
- C. ASTM E136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace At 750 Degrees C; 2016a.

**1.03 SUBMITTALS**

- A. Product Data: Provide data on product characteristics, performance criteria, and product limitations.
- B. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

**PART 2 PRODUCTS****2.01 APPLICATIONS**

- A. Insulation in Wood Framed Walls: Batt insulation with no vapor retarder.
- B. Insulation in Wood Framed Ceiling Structure: Batt insulation with no vapor retarder.

**2.02 BATT INSULATION MATERIALS**

- A. Glass Fiber Batt Insulation: Flexible preformed batt or blanket, complying with ASTM C665; friction fit.
  - 1. Flame Spread Index: 75 or less, when tested in accordance with ASTM E84.
  - 2. Combustibility: Non-combustible, when tested in accordance with ASTM E136.
  - 3. Formaldehyde Content: Zero.
  - 4. Thermal Resistance: R-value (RSI-value) of R-15 walls, R-19 ceilings (3.5"/5.5").
  - 5. Thickness: 3.5 inch (89 mm).
  - 6. Manufacturers:
    - a. CertainTeed Corporation [www.certainteed.com/#sle](http://www.certainteed.com/#sle).
    - b. Johns Manville: [www.jm.com/#sle](http://www.jm.com/#sle).
    - c. Owens Corning Corporation; EcoTouch PINK FIBERGLAS Insulation: [www.ocbuildingspec.com/#sle](http://www.ocbuildingspec.com/#sle).

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation.

**3.02 BATT INSTALLATION**

- A. Install insulation in accordance with manufacturer's instructions.
- B. Install in exterior wall and ceiling spaces without gaps or voids. Do not compress insulation.
- C. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- D. Fit insulation tightly in cavities and tightly to exterior side of mechanical and electrical services within the plane of the insulation.



**3.03 PROTECTION**

- A. Do not permit installed insulation to be damaged prior to its concealment.

**END OF SECTION**

**SECTION 07 5423****THERMOPLASTIC POLYOLEFIN (TPO) MEMBRANE ROOFING****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Fully adhered scrim-reinforced TPO single ply membrane.
- B. Marine plywood roof decking.
- C. Vapor retarder.
- D. Rigid board polyisocyanurate insulation.
- E. Rigid board polyisocyanurate tapered insulation.
- F. Glass mat cover boards.
- G. Metal gravel stop / fascia.
- H. Accessories.

**1.02 REFERENCE STANDARDS**

- A. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2018.
- B. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing; 2013.
- C. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2017.
- D. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2017.
- E. ASTM D6878/D6878M - Standard Specification for Thermoplastic Polyolefin Based Sheet Roofing; 2017.
- F. FM DS 1-28 - Wind Design; 2016.
- G. FM DS 1-29 - Roof Deck Securement and Above-Deck Roof Components; Factory Mutual System; 2016.
- H. NRCA (RM) - The NRCA Roofing Manual; 2018.
- I. UL (DIR) - Online Certifications Directory; Current Edition.
- J. UL 790 - Standard for Standard Test Methods for Fire Tests of Roof Coverings; Current Edition, Including All Revisions.

**1.03 SUBMITTALS**

- A. Product Data: Provide manufacturer's written information listed below.
  - 1. Product data indicating membrane materials, flashing materials, insulation, vapor retarder, surfacing, and fasteners.
- B. Shop Drawings: Indicate joint or termination detail conditions, conditions of interface with other materials, setting plan for tapered insulation, mechanical fastener layout, and paver layout.
- C. Manufacturer's Qualification Statement.

**1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products in manufacturer's original containers, dry, undamaged, with seals and labels intact.
- B. Store products in weather protected environment, clear of ground and moisture.
- C. Protect foam insulation from direct exposure to sunlight.
- D. Keep Material Safety Data Sheets (MSDS) at the project site at all times during transportation, storage, and installation of materials.

- E. Comply with all requirements of Owner to prevent overloading or disturbance of the structure when loading materials onto the roof.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURER**

- A. Carlisle SynTec: [www.carlisle-syntec.com](http://www.carlisle-syntec.com).

### **2.02 ROOFING APPLICATIONS**

- A. TPO Membrane Roofing: One ply membrane, fully adhered, over insulation.
- B. Roofing Assembly Performance Requirements and Design Criteria:
  - 1. Insulation Thermal Resistance (R-Value): 5 per inch, minimum; provide insulation of thickness required.
  - 2. Drainage: No standing water within 48 hours after precipitation.

### **2.03 ROOFING MEMBRANE AND ASSOCIATED MATERIALS**

- A. Membrane:
  - 1. Material: Thermoplastic Polyolefin (TPO) complying with ASTM D6878/D6878M.
  - 2. Reinforcing: Internal fabric.
  - 3. Thickness: 60 mils (0.060 inch) (1.5 mm), minimum.
  - 4. Sheet Width: Factory fabricated into largest sheets possible.
  - 5. Color: White.
  - 6. Product:
    - a. Carlisle Sure-Weld.
- B. Seaming Materials: As recommended by membrane manufacturer.
- C. Flexible Flashing Material: Same material as membrane.
- D. Base Flashing: Provide waterproof, fully adhered base flashing system at all penetrations, plane transitions, and terminations.

### **2.04 DECK SHEATHING**

- A. Deck Sheathing: Marine plywood, thickness as indicated.
- B. Construction Adhesive: Specifically for adhering wood panels.
- C. Fasteners: Flat-head stainless steel screws, Type 316, size #10, length as required for minimum 1 ½" penetration into roof joists.

### **2.05 COVER BOARDS**

- A. Cover Board: Glass mat faced gypsum panels, ASTM C1177/C1177M, fire resistant type, 1/4 inch (6 mm) thick.
  - 1. Product: GP Dens-Deck Prime, distributed by Carlisle.

### **2.06 INSULATION**

- A. Polyisocyanurate (ISO) Board Insulation: ASTM C1289, Type II, Class 1 - Faced with glass fiber reinforced cellulosic felt facers on both major surfaces of the core foam.
  - 1. Grade and Compressive Strength: Grade 2, 20 psi (Grade 2, 138 kPa), minimum.
  - 2. Product:
    - a. Carlisle InsulBase.

### **2.07 ACCESSORIES**

- A. Prefabricated Flashing Accessories:
  - 1. Corners and Seams: Same material as membrane, in manufacturer's standard thicknesses.
  - 2. Penetrations: Same material as membrane, with manufacturer's standard cut-outs, rigid inserts, clamping rings, and flanges.
  - 3. Sealant Pockets: Same material as membrane, with manufacturer's standard accessories, in manufacturer's standard configuration.

4. Pressure Sensitive Cover Strips: 6 inch (152 mm) wide, 45 mils (0.045 inch) (1.1 mm) thick, non-reinforced TPO membrane laminated to 35 mils (0.035 inch) (0.9 mm) thick cured synthetic rubber with pressure sensitive adhesive.
  5. TPO Pressure Sensitive RUSS:
  6. Miscellaneous Flashing: Non-reinforced TPO membrane; 80 mils (0.080 inch) (2 mm) thick, in manufacturer's standard lengths and widths.
- B. Insulation Adhesive: Two component polyurethane, expanding foam .
1. Carlisle FAST 100.
- C. Insulation Joint Tape: Glass fiber reinforced type as recommended by insulation manufacturer, compatible with roofing materials; 6 inches (150 mm) wide; self-adhering.
- D. Insulation Fasteners: Appropriate for purpose intended and approved by roofing manufacturer.
1. HP Fastener: Threaded, E-coat, square head fastener for insulation attachment to marine plywood board deck without corrosion or other degradation.
  2. Insulation Fastening Plate: 3 inch (76 mm) nominal diameter metal plate, for use with the appropriate fastener to attach insulation.
- E. Membrane Adhesive: As recommended by membrane manufacturer.
- F. Surface Conditioner for Adhesives: Compatible with membrane and adhesives.
- G. Sealants: As recommended by membrane manufacturer.
1. Water Cut-Off Mastic.
- H. Cleaner: Manufacturer's standard, clear, solvent-based cleaner.
- I. Edgings and Terminations: Manufacturer's standard edge and termination accessories.
1. Snap-On Edge System:
  2. Drip Edge: Carlisle Sure-Seal Drip Edge.
  3. TPO Coated Sheet Metal.
  4. Termination Bar.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck is supported and secure.
- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
- D. Verify deck surfaces are dry and free of snow or ice.
- E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and cant strips are in place.

#### **3.02 PREPARATION, GENERAL**

- A. Clean substrate thoroughly prior to roof application.

#### **3.03 INSTALLATION - GENERAL**

- A. Perform work in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.
- B. Do not apply roofing membrane during unsuitable weather.
- C. Do not apply roofing membrane when ambient temperature is outside the temperature range recommended by manufacturer.
- D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

**3.04 WOOD DECK PREPARATION**

- A. Verify structural soundness, flatness, and tightness of joints of existing wood decking. Verify that all wood decking edges are fully supported.
- B. Install Marine plywood over existing plywood deck by gluing with construction adhesive. Secure new plywood to existing plywood deck and wood structure with #10 flat-head stainless steel screws @ 6 inches on center along roof joists. Attachment pattern shall be 6" on center by 16" on center.

**3.05 INSULATION APPLICATION**

- A. Apply vapor retarder to deck surface with adhesive in accordance with manufacturer's instructions.
  - 1. Extend vapor retarder under cant strips and nailers at deck edge.
  - 2. Install flexible flashing from vapor retarder to air seal material of wall construction; lap and seal to provide continuity of the air barrier plane.
- B. Ensure vapor retarder is clean and dry, continuous, and ready for application of insulation.
- C. Attachment of Insulation:
  - 1. Mechanically fasten first layer of insulation to deck in accordance with roofing manufacturer's instructions and Factory Mutual requirements.
  - 2. Embed second layer of insulation into full bed of adhesive in accordance with roofing and insulation manufacturers' instructions.
- D. Lay subsequent layers of insulation with joints staggered minimum 6 inch (152 mm) from joints of preceding layer.
- E. Place tapered insulation to the required slope pattern in accordance with manufacturer's instructions.
- F. Lay boards with edges in moderate contact without forcing, and gap between boards no greater than 1/4 inch (6.3 mm). Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.
- G. Tape joints of insulation in accordance with roofing and insulation manufacturers' instructions.
- H. Do not apply more insulation than can be completely waterproofed in the same day.

**3.06 COVER BOARDS**

- A. Install 5/8" glass mat cover board over insulation, and mechanically attach to plywood deck with screws per manufacturer's instructions. Screws shall penetrate both layers of plywood.
- B. Cover board joints shall be straight and tight. Bevel cuts as required to fit boards tightly along edges of tapered insulation.

**3.07 MEMBRANE APPLICATION**

- A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
- B. Shingle joints on sloped substrate in direction of drainage.
- C. Fully Adhered Application: Apply adhesive at manufacturer's recommended rate. Fully embed membrane in adhesive except in areas directly over or within 3 inches (75 mm) of expansion joints. Fully adhere one roll before proceeding to adjacent rolls.
- D. Seam Welding:
  - 1. Seam Welding: Overlap edges and ends and seal seams by heat welding, minimum 2 inches (51 mm).
  - 2. Cover seams with manufacturer's recommended joint covers.
  - 3. Probe seams once welds have thoroughly cooled. (Approximately 30 minutes.)
  - 4. Repair deficient seams within the same day.
  - 5. Seal cut edges of reinforced membrane after seam probe is complete.
- E. At intersections with vertical surfaces:

1. Extend membrane over cant strips and up a minimum of 4 inches (100 mm) onto vertical surfaces.
  2. Fully adhere flexible flashing over membrane and up to nailing strips.
- F. At gravel stops, extend membrane under gravel stop and to the outside face of the wood nailers.
- G. Coordinate installation of roof drains and sumps and related flashings. Locate all field splices away from low areas and roof drains. Lap upslope sheet over downslope sheet.
- H. Daily Seal: Install daily seal per manufacturer's instructions at the end of each work day. Prevent infiltration of water at incomplete flashings, terminations, and at unfinished membrane edges.

### **3.08 METAL DRIP EDGE**

- A. Set SecurEdge metal drip edge level and true around perimeter of roof as indicated. Attach SecureEdge continuous metal cleat through roofing membrane into nailers with screws per manufacturer's instructions.
- B. Apply continuous bead of water cut-off under top flange. Attach top flange through membrane securely into nailers, and snap metal fascia into place.
- C. Remove finishing oils from the metal and base membrane by scrubbing thoroughly with weathered membrane cleaner. Allow cleaned surfaces to dry prior to applying primer.
- D. Apply primer to metal flange and to membrane prior to installing pressure-sensitive membrane flashing strip.
- E. Install pressure-sensitive flashing strip without wrinkles or puckers. Ensure membrane completing and neatly covers metal edge and fasteners and is securely adhered to metal and membrane.

### **3.09 CLEANING**

- A. Remove bituminous markings from finished surfaces.
- B. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and conform to their documented instructions.
- C. Repair or replace defaced or damaged finishes caused by work of this section.

**END OF SECTION**

**SECTION 08 1113  
HOLLOW METAL DOORS AND FRAMES**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Non-fire-rated hollow metal doors and frames.
- B. Thermally insulated hollow metal doors with frames.
- C. Hurricane resistant hollow metal doors and frames.
- D. Accessories, including glazing.

**1.02 RELATED REQUIREMENTS**

- A. Section 08 7100 - Door Hardware.
- B. Section 08 8000 - Glazing: Glass for doors and borrowed lites.
- C. Section 09 9113 - Exterior Painting: Field painting.
- D. Section 09 9123 - Interior Painting: Field painting.

**1.03 SUBMITTALS**

- A. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and any indicated finish requirements.

**PART 2 PRODUCTS****2.01 DESIGN CRITERIA**

- A. Requirements for Hollow Metal Doors and Frames:
  - 1. Steel used for fabrication of doors and frames shall comply with one or more of the following requirements; Galvannealed steel complying with ASTM A653/A653M, cold-rolled steel complying with ASTM A1008/A1008M, or hot-rolled pickled and oiled (HRPO) steel complying with ASTM A1011/A1011M, Commercial Steel (CS) Type B for each.
  - 2. Exterior Door Top Closures: Flush end closure channel, with top and door faces aligned.
  - 3. Door Edge Profile: Manufacturers standard for application indicated.
  - 4. Typical Door Face Sheets: Flush.
  - 5. Glazed Lights: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings. Style: Manufacturers standard.
  - 6. Hardware Preparations, Selections and Locations: Comply with NAAMM HMMA 830 and NAAMM HMMA 831 or BHMA A156.115 and ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.
  - 7. Zinc Coating for Typical Interior and/or Exterior Locations: Provide metal components zinc-coated (galvanized) and/or zinc-iron alloy-coated (galvannealed) by the hot-dip process in accordance with ASTM A653/A653M, with manufacturer's standard coating thickness, unless noted otherwise for specific hollow metal doors and frames.
    - a. Based on NAAMM HMMA Custom Guidelines: Provide at least A25/ZF75 (galvannealed) for interior applications, and at least A60/ZF180 (galvannealed) or G60/Z180 (galvanized) for corrosive locations.
- B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

**2.02 HOLLOW METAL DOORS**

- A. Exterior Doors: Thermally insulated.
  - 1. Based on SDI Standards: ANSI/SDI A250.8 (SDI-100).
    - a. Level 3 - Extra Heavy-duty.

- b. Physical Performance Level A, 1,000,000 cycles; in accordance with ANSI/SDI A250.4.
- c. Model 1 - Full Flush.
- d. Door Face Metal Thickness: 16 gage, 0.053 inch (1.3 mm), minimum.
- e. Zinc Coating: A60/ZF180 galvanized coating; ASTM A653/A653M.
- 2. Door Core Material: Manufacturers standard core material/construction and in compliance with requirements.
  - a. Foam Plastic Insulation: Manufacturer's standard board insulation with maximum flame spread index (FSI) of 75, and maximum smoke developed index (SDI) of 450 in accordance with ASTM E84, and completely enclosed within interior of door.
- 3. Door Thickness: 1-3/4 inch (44.5 mm), nominal.
- 4. Top Closures: Flush with top of faces and edges.
- 5. Door Finish: Factory primed and field finished.

### **2.03 HOLLOW METAL FRAMES**

- A. Comply with standards and/or custom guidelines as indicated for corresponding door in accordance with applicable door frame requirements.
- B. Exterior Door Frames: Knock-down type.
  - 1. Galvanizing: Components hot-dipped zinc-iron alloy-coated (galvanized) in accordance with ASTM A653/A653M, with A40/ZF120 coating.
  - 2. Frame Finish: Factory primed and field finished.
  - 3. Weatherstripping: Separate, see Section 08 7100.

### **2.04 FINISHES**

- A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.
- B. Factory Finish: Complying with ANSI/SDI A250.3, manufacturer's standard coating.
  - 1. Color: As selected by Architect from manufacturer's standard range.

### **2.05 ACCESSORIES**

- A. Glazing: As specified in Section 08 8000, factory installed.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Verify that finished walls are in plane to ensure proper door alignment.

### **3.02 INSTALLATION**

- A. Install doors and frames in accordance with manufacturer's instructions and related requirements of specified door and frame standards or custom guidelines indicated.
- B. Coordinate frame anchor placement with wall construction.
- C. Install door hardware as specified in Section 08 7100.
- D. Comply with glazing installation requirements of Section 08 8000.
- E. Touch up damaged factory finishes.

### **3.03 ADJUSTING**

- A. Adjust for smooth and balanced door movement.

### **END OF SECTION**



**SECTION 08 5313  
VINYL WINDOWS**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Vinyl-framed, factory-glazed windows.
- B. Operating hardware.
- C. Insect screens.

**1.02 REFERENCE STANDARDS**

- A. AAMA 701/702 - Combined Voluntary Specifications for Pile Weatherstrip and Replaceable Fenestration Weatherseals; 2011.
- B. ASTM E2112 - Standard Practice for Installation of Exterior Windows, Doors and Skylights; 2007 (Reapproved 2016).

**1.03 SUBMITTALS**

- A. Shop Drawings: Indicate opening dimensions, framed opening tolerances, affected related work, and installation requirements.
- B. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

**1.04 WARRANTY**

- A. Provide five year manufacturer warranty for insulated glass units from seal failure, interpane dusting or misting, and replacement of same. Include coverage for degradation of color finish.

**PART 2 PRODUCTS****2.01 MANUFACTURERS**

- A. Vinyl Windows:
  - 1. Alside, Inc: [www.alside.com/#sle](http://www.alside.com/#sle).
  - 2. Pella Corporation; 350 Series: [www.pellacommercial.com/#sle](http://www.pellacommercial.com/#sle).
  - 3. Prime Window Systems, LLC; Silent Guard™ Acoustic Series 7000: [www.primewindowsys.com/#sle](http://www.primewindowsys.com/#sle).
  - 4. Silver Line by Andersen: [www.silverlinewindows.com/#sle](http://www.silverlinewindows.com/#sle).
    - a. Replacement:
      - 1) Double Hung: 8600 Series.

**2.02 DESCRIPTION**

- A. Vinyl Windows: Factory fabricated frame and sash members of extruded, hollow, ultra-violet-resistant, polyvinyl chloride (PVC) with integral color; with factory-installed glazing, hardware, related flashings, anchorage and attachment devices.
  - 1. Configuration: As indicated on drawings.
  - 2. Color: White.
  - 3. Size to fit openings with minimum clearance around perimeter of assembly providing necessary space for perimeter seals.
  - 4. Operable Units: Double weatherstripped.
  - 5. Framing Members: Fusion welded corners and joints, with internal reinforcement where required for structural rigidity; concealed fasteners.
  - 6. System Internal Drainage: Drain to exterior side by means of weep drainage network any water entering joints, condensation within glazing channel, or other migrating moisture within system.
  - 7. Glazing Stops, Trim, Flashings, and Accessory Pieces: Formed of rigid PVC, fitting tightly into frame assembly.
  - 8. Mounting Flange: Integral to frame assembly, providing weather stop at entire perimeter of frame.
  - 9. Insect Screens: Tight fitting for operating sash location.

**2.03 PERFORMANCE REQUIREMENTS**

- A. Overall Thermal Transmittance (U-value): 0.35, maximum, including glazing, measured on window sizes required for this project.

**2.04 COMPONENTS**

- A. Glazing: Insulated double pane, annealed glass, clear, low-E coated, argon filled, with glass thicknesses as recommended by manufacturer for specified wind conditions.
  - 1. Glass Stops: Snap-on PVC glazing bead with color to match sash and frame.
  - 2. Setting Blocks: Manufacturer's standard.
  - 3. Secondary Glass Panel: Annealed glass, 3/16 inch (4.76 mm) thick.
- B. Frame Depth: 2-11/16 inch (68.3 mm).
- C. Insect Screens: Aluminum, extruded or roll-formed frame with mitered and reinforced corners; apply screen mesh taut to frame; secure to window with hardware to allow easy removal.
  - 1. Hardware: Manufacturer's standard; quantity as required per screen.
  - 2. Screen Mesh: Vinyl-coated fiberglass, window manufacturer's 18 x 16 mesh.
  - 3. Frame Finish: Manufacturer's standard, color to match window frame and sash color.
- D. Operable Sash Weatherstripping: Wool pile; permanently resilient, profiled to maintain weather seal in accordance with AAMA 701/702.
- E. Exterior Window Sills: Refer to drawings. Repair & rewrap in aluminum.
- F. Sealants for Setting Window Sill Pan Flashing: Provide butyl tape, non-hardening butyl, polyurethane, or silicone sealant; in compliance with ASTM E2112 installation practices.

**2.05 HARDWARE**

- A. Vertical Sliding Sash: Metal and nylon spiral friction slide cylinder, provide two for each sash and jamb.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify wall openings and adjoining air and vapor seal materials are ready to receive this work.

**3.02 INSTALLATION**

- A. Install window unit assemblies in accordance with manufacturers instructions and applicable building codes.
- B. Attach window frame and shims to perimeter opening to accommodate construction tolerances and other irregularities as necessary.
- C. Align window plumb and level, free of warp or twist, and maintain dimensional tolerances and alignment with adjacent work.
- D. Set sill members and sill flashing in continuous bead of sealant.
- E. Provide thermal isolation where components penetrate or disrupt building insulation. Pack fibrous insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.

**3.03 TOLERANCES**

- A. Maximum Variation from Level or Plumb: 0.06 inches every 3 ft (1.5 mm/m) non-cumulative or 0.5 inches per 100 ft (12 mm/30 m), whichever is less.

**3.04 ADJUSTING**

- A. Adjust hardware for smooth operation and secure weathertight closure.

**3.05 CLEANING**

- A. Remove protective material from pre-finished surfaces.

- B. Wash surfaces by method recommended and acceptable to window manufacturer; rinse and wipe surfaces clean.

**END OF SECTION**

**SECTION 08 7100  
DOOR HARDWARE**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Hardware for hollow metal doors.
- B. Lock cylinders for doors that hardware is specified in other sections.
- C. Thresholds.
- D. Weatherstripping and gasketing.

**1.02 RELATED REQUIREMENTS**

- A. Section 08 1113 - Hollow Metal Doors and Frames.

**PART 2 PRODUCTS****2.01 DESIGN AND PERFORMANCE CRITERIA**

- A. Provide specified door hardware as required to make doors fully functional, compliant with applicable codes, and secure to extent indicated.
- B. Provide individual items of single type, of same model, and by same manufacturer.
- C. Provide door hardware products that comply with the following requirements:
  - 1. Applicable provisions of federal, state, and local codes.
  - 2. Fire-Rated Doors: NFPA 80, listed and labeled by qualified testing agency for fire protection ratings indicated, based on testing at positive pressure in accordance with NFPA 252 or UL 10C.
  - 3. Hardware on Fire-Rated Doors: Listed and classified by UL (DIR), ITS (DIR), testing firm acceptable to authorities having jurisdiction, or \_\_\_\_\_ as suitable for application indicated.

**2.02 HINGES**

- A. Hinges: Comply with BHMA A156.1, Grade 1.
  - 1. Provide hinges on every swinging door.
  - 2. Provide following quantity of butt hinges for each door:
    - a. Doors From 60 inches (1.5 m) High up to 90 inches (2.3 m) High: Three hinges.

**2.03 MORTISE LOCKS**

- A. Mortise Locks: Comply with BHMA A156.13, Grade 1, Security, 1000 Series.
  - 1. Latchbolt Throw: 3/4 inch (19 mm), minimum.
  - 2. Deadbolt Throw: 1 inch (25.4 mm), minimum.
  - 3. Backset: 2-3/4 inch (70 mm) unless otherwise indicated.
  - 4. Strikes: Provide manufacturer's standard strike for each latchset or lockset with strike box and curved lip extending to protect frame in compliance with indicated requirements.
    - a. Finish: To match lock or latch.

**2.04 CLOSERS**

- A. Manufacturers; Surface Mounted:
  - 1. Corbin Russwin, Norton, Rixson, Sargent, or Yale; an Assa Abloy Group company: [www.assaabloydss.com/#sle](http://www.assaabloydss.com/#sle).
  - 2. C. R. Laurence Company, Inc: [www.crl-arch.com/#sle](http://www.crl-arch.com/#sle).
  - 3. DORMA USA, Inc; 7400 Series, 8600 Series, 8900 Series, and TS93: [www.dorma.com/#sle](http://www.dorma.com/#sle).
  - 4. Hager Companies: [www.hagerco.com/#sle](http://www.hagerco.com/#sle).
  - 5. LCN, an Allegion brand: [www.allegion.com/us/#sle](http://www.allegion.com/us/#sle).
  - 6. Pamex, Inc: [www.pamexinc.com/#sle](http://www.pamexinc.com/#sle).
  - 7. Stanley, dormakaba Group: [www.stanleyhardwarefordoors.com/#sle](http://www.stanleyhardwarefordoors.com/#sle).
- B. Closers: Comply with BHMA A156.4, Grade 1.
  - 1. Type: Surface mounted to door.

2. Provide door closer on each exterior door.

## **2.05 FLOOR STOPS**

- A. Manufacturers:
  1. Rockwood; an Assa Abloy Group company: [www.assaabloydss.com/#sle](http://www.assaabloydss.com/#sle).
  2. Hager Companies: [www.hagerco.com/#sle](http://www.hagerco.com/#sle).
  3. Hiawatha, Inc, division of Activar Construction Products Group, Inc: [www.activarcpg.com/hiawatha/#sle](http://www.activarcpg.com/hiawatha/#sle).
  4. Trimco: [www.trimcohardware.com/#sle](http://www.trimcohardware.com/#sle).
- B. Floor Stops: Comply with BHMA A156.16, Grade 1 and Resilient Material Retention Test as described in this standard.
  1. Type: Manual hold-open, with pencil floor stop.
  2. Material: Aluminum housing with rubber insert.

## **2.06 WEATHERSTRIPPING AND GASKETING**

- A. Weatherstripping and Gasketing: Comply with BHMA A156.22.
  1. Head and Jamb Type: Adjustable.
  2. Door Sweep Type: Encased in retainer.
  3. Material: Aluminum, with brush weatherstripping.

## **2.07 FINISHES**

- A. Finishes: Provide door hardware of same finish, unless otherwise indicated.
  1. Primary Finish: 625; bright chromium plated over nickel, with brass or bronze base material (former US equivalent US26); BHMA A156.18.

# **PART 3 EXECUTION**

## **3.01 EXAMINATION**

- A. Verify that doors and frames are ready to receive this work; labeled, fire-rated doors and frames are properly installed, and dimensions are as indicated on shop drawings.

## **3.02 INSTALLATION**

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.
- B. Install hardware on fire-rated doors and frames in accordance with applicable codes and NFPA 80.
- C. Use templates provided by hardware item manufacturer.
- D. Door Hardware Mounting Heights: Distance from finished floor to center line of hardware item. As indicated in following list; unless noted otherwise in Door Hardware Schedule or on drawings.
  1. Mounting heights in compliance with ADA Standards:
    - a. Locksets: 40-5/16 inch (1024 mm).
    - b. Deadlocks (Deadbolts): 48 inch (1219 mm).
- E. Set exterior door thresholds with full-width bead of elastomeric sealant at each point of contact with floor providing a continuous weather seal; anchor thresholds with stainless steel countersunk screws.

## **3.03 ADJUSTING**

- A. Adjust hardware for smooth operation.
- B. Adjust gasketing for complete, continuous seal; replace if unable to make complete seal.

## **3.04 PROTECTION**

- A. Do not permit adjacent work to damage hardware or finish.

## **END OF SECTION**

**SECTION 08 8000****GLAZING****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Insulating glass units.

**1.02 REFERENCE STANDARDS**

- A. ASTM C1036 - Standard Specification for Flat Glass; 2016.
- B. ASTM E1300 - Standard Practice for Determining Load Resistance of Glass in Buildings; 2016.
- C. ASTM E2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation; 2010.
- D. NFRC 100 - Procedure for Determining Fenestration Product U-factors; 2017.
- E. NFRC 200 - Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence; 2014, with Errata (2017).
- F. NFRC 300 - Test Method for Determining the Solar Optical Properties of Glazing Materials and Systems; 2017.

**PART 2 PRODUCTS****2.01 PERFORMANCE REQUIREMENTS - EXTERIOR GLAZING ASSEMBLIES**

- A. Provide type and thickness of exterior glazing assemblies to support assembly dead loads, and to withstand live loads caused by positive and negative wind pressure acting normal to plane of glass.
  - 1. Comply with ASTM E1300 for design load resistance of glass type, thickness, dimensions, and maximum lateral deflection of supported glass.
  - 2. Provide glass edge support system sufficiently stiff to limit the lateral deflection of supported glass edges to less than 1/175 of their lengths under specified design load.
  - 3. Glass thicknesses listed are minimum.
- B. Vapor Retarder and Air Barrier Seals: Provide completed assemblies that maintain continuity of building enclosure vapor retarder and air barrier.
  - 1. In conjunction with vapor retarder and joint sealer materials described in other sections.
- C. Thermal and Optical Performance: Provide exterior glazing products with performance properties as indicated. Performance properties are in accordance with manufacturer's published data as determined with the following procedures and/or test methods:
  - 1. Center of Glass U-Value: Comply with NFRC 100 using Lawrence Berkeley National Laboratory (LBNL) WINDOW 6.3 computer program.
  - 2. Center of Glass Solar Heat Gain Coefficient (SHGC): Comply with NFRC 200 using Lawrence Berkeley National Laboratory (LBNL) WINDOW 6.3 computer program.
  - 3. Solar Optical Properties: Comply with NFRC 300 test method.

**2.02 GLASS MATERIALS**

- A. Float Glass: Provide float glass based glazing unless noted otherwise.
  - 1. Annealed Type: ASTM C1036, Type I - Transparent Flat, Class 1 - Clear, Quality-Q3.

**2.03 INSULATING GLASS UNITS**

- A. Insulating Glass Units: Types as indicated.
  - 1. Durability: Certified by an independent testing agency to comply with ASTM E2190.
  - 2. Spacer Color: Black.
  - 3. Edge Seal:
    - a. Color: Black.
  - 4. Purge interpane space with dry air, hermetically sealed.
- B. Type IG-1 - Insulating Glass Units: Vision glass, double glazed.
  - 1. Applications: Exterior glazing unless otherwise indicated.

2. Space between lites filled with argon.
3. Outboard Lite: Annealed float glass, 1/4 inch (6.4 mm) thick, minimum.
  - a. Tint: Clear.
4. Inboard Lite: Annealed float glass, 1/4 inch (6.4 mm) thick, minimum.
  - a. Tint: Clear.
5. Total Thickness: 1 inch (25.4 mm).

### **PART 3 EXECUTION**

#### **3.01 VERIFICATION OF CONDITIONS**

- A. Verify that openings for glazing are correctly sized and within tolerances, including those for size, squareness, and offsets at corners.
- B. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and support framing is ready to receive glazing system.

#### **3.02 INSTALLATION, GENERAL**

- A. Install glazing in compliance with written instructions of glass, gaskets, and other glazing material manufacturers, unless more stringent requirements are indicated, including those in glazing referenced standards.
- B. Set glass lites in proper orientation so that coatings face exterior or interior as indicated.
- C. Prevent glass from contact with any contaminating substances that may be the result of construction operations such as, and not limited to the following; weld splatter, fire-safing, plastering, mortar droppings, etc.

#### **3.03 CLEANING**

- A. Remove excess glazing materials from finish surfaces immediately after application using solvents or cleaners recommended by manufacturers.
- B. Remove non-permanent labels immediately after glazing installation is complete.
- C. Clean glass and adjacent surfaces after sealants are fully cured.
- D. Clean glass on both exposed surfaces not more than 4 days prior to Date of Substantial Completion in accordance with glass manufacturer's written recommendations.

**END OF SECTION**

**SECTION 09 0561****COMMON WORK RESULTS FOR FLOORING PREPARATION****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. This section applies to floors identified in contract documents that are receiving the following types of floor coverings:
  - 1. Vinyl Composition Tile (VCT).
- B. Preparation of new and existing wood-based floors and subfloors for installation of new floor coverings.

**1.02 SUBMITTALS**

- A. Floor Covering and Adhesive Manufacturers' Product Literature: For each specific combination of substrate, floor covering, and adhesive to be used; showing:
  - 1. Manufacturer's required bond/compatibility test procedure.

**PART 3 EXECUTION****2.01 PRELIMINARY CLEANING**

- A. Clean floors of dust, solvents, paint, wax, oil, grease, asphalt, residual adhesive, adhesive removers, film-forming curing compounds, sealing compounds, alkaline salts, excessive laitance, mold, mildew, and other materials that might prevent adhesive bond.
- B. Do not use solvents or other chemicals for cleaning.

**2.02 ADHESIVE BOND AND COMPATIBILITY TESTING**

- A. Comply with requirements and recommendations of floor covering manufacturer.

**END OF SECTION**



**SECTION 09 2116  
GYPSUM BOARD ASSEMBLIES**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Metal stud wall framing.
- B. Gypsum wallboard.
- C. Joint treatment and accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 06 1000 - Rough Carpentry: Wood blocking product and execution requirements.

**1.03 REFERENCE STANDARDS**

- A. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2015.
- B. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members; 2014, with Editorial Revision (2015).
- C. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2017.
- D. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2018.
- E. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2016.
- F. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2017.
- G. GA-216 - Application and Finishing of Gypsum Panel Products; 2016.

**PART 2 PRODUCTS****2.01 GYPSUM BOARD ASSEMBLIES**

- A. Provide completed assemblies complying with ASTM C840 and GA-216.

**2.02 METAL FRAMING MATERIALS**

- A. Non-Loadbearing Framing System Components: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/120 at 5 psf (L/120 at 240 Pa).
  - 1. Studs: "C" shaped with flat or formed webs with knurled faces.
  - 2. Runners: U shaped, sized to match studs.

**2.03 BOARD MATERIALS**

- A. Manufacturers - Gypsum-Based Board:
  - 1. CertainTeed Corporation; ProRoc®: [www.certainteed.com/#sle](http://www.certainteed.com/#sle).
  - 2. National Gypsum Company; Gold Bond XP: [www.nationalgypsum.com/#sle](http://www.nationalgypsum.com/#sle).
  - 3. USG Corporation; UltraLight Panels Mold Tough: [www.usg.com/#sle](http://www.usg.com/#sle).
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
  - 1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
  - 2. Thickness:
    - a. Vertical Surfaces: 5/8 inch (16 mm).
    - b. Ceilings: 5/8 inch (16 mm).

**2.04 ACCESSORIES**

- A. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
  - 1. Fiberglass Tape: 2 inch (50 mm) wide, coated glass fiber tape for joints and corners, except as otherwise indicated.

2. Joint Compound: Drying type, vinyl-based, ready-mixed.
3. Joint Compound: Setting type, field-mixed.
- B. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inch (0.84 mm) in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion resistant.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that project conditions are appropriate for work of this section to commence.

#### **3.02 FRAMING INSTALLATION**

- A. Studs: Space studs at 16 inches on center (at 406 mm on center).
  1. Extend partition framing to structure where indicated and to ceiling in other locations.
  2. Partitions Terminating at Ceiling: Attach ceiling runner securely to ceiling track in accordance with manufacturer's instructions.
- B. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jambs.
- C. Blocking: Install wood blocking for support of:
  1. Framed openings.
  2. Wall mounted cabinets.
  3. Plumbing fixtures.

#### **3.03 BOARD INSTALLATION**

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Exposed Gypsum Board in Interior Wet Areas: Seal joints, cut edges, and holes with water-resistant sealant.
- C. Installation on Wood Framing: For rated assemblies, comply with requirements of listing authority. For non-rated assemblies, install as follows:
  1. Single-Layer Applications: Screw attachment.

#### **3.04 JOINT TREATMENT**

- A. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
  1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
- B. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
  1. Feather coats of joint compound so that camber is maximum 1/32 inch (0.8 mm).

**END OF SECTION**

**SECTION 09 6500  
RESILIENT FLOORING**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Resilient tile flooring.
- B. Installation accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 09 0561 - Common Work Results for Flooring Preparation: Independent agency testing of concrete slabs, removal of existing floor coverings, cleaning, and preparation.

**1.03 REFERENCE STANDARDS**

- A. ASTM F1066 - Standard Specification for Vinyl Composition Floor Tile; 2004 (Reapproved 2018).
- B. RFCI (RWP) - Recommended Work Practices for Removal of Resilient Floor Coverings; 2011.

**1.04 SUBMITTALS**

- A. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
- B. Selection Samples: Submit manufacturer's complete set of color samples for Architect's initial selection.

**1.05 FIELD CONDITIONS**

- A. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F (21 degrees C) to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F (13 degrees C).

**PART 2 PRODUCTS****2.01 TILE FLOORING**

- A. Vinyl Composition Tile: Homogeneous, with color extending throughout thickness.
  - 1. Minimum Requirements: Comply with ASTM F1066, of Class corresponding to type specified.
  - 2. Size: 12 by 12 inch (305 by 305 mm).
  - 3. Thickness: 0.125 inch (3.2 mm).
  - 4. Color: TBD by Owner.

**2.02 ACCESSORIES**

- A. Subfloor Filler: White premix latex; type recommended by adhesive material manufacturer.
- B. Adhesive for Vinyl Flooring:
  - 1. Manufacturers:
    - a. Stauf USA, LLC; D737 High-Tack: [www.staufusa.com/#sle](http://www.staufusa.com/#sle).
    - b. TEC, an H.B. Fuller Construction Products Brand; TEC Roll Fast Vinyl Flooring Adhesive: [www.tecspecialty.com/#sle](http://www.tecspecialty.com/#sle).
    - c. Any manufacturer listed as compatible by tile manufacturer
- C. Sealer and Wax: Types recommended by flooring manufacturer.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify that surfaces are flat to tolerances acceptable to flooring manufacturer, free of cracks that might telegraph through flooring, clean, dry, and free of curing compounds, surface hardeners, and other chemicals that might interfere with bonding of flooring to substrate.

**3.02 PREPARATION**

- A. Remove existing resilient flooring and flooring adhesives; follow the recommendations of RFCI (RWP).
- B. Prepare floor substrates for installation of flooring in accordance with Section 09 0561.

**3.03 INSTALLATION - GENERAL**

- A. Starting installation constitutes acceptance of sub-floor conditions.
- B. Install in accordance with manufacturer's written instructions.
- C. Spread only enough adhesive to permit installation of materials before initial set.
- D. Fit joints and butt seams tightly.
- E. Set flooring in place, press with heavy roller to attain full adhesion.
- F. Install edge strips at unprotected or exposed edges, where flooring terminates, and where indicated.
- G. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.

**3.04 INSTALLATION - TILE FLOORING**

- A. Mix tile from container to ensure shade variations are consistent when tile is placed, unless otherwise indicated in manufacturer's installation instructions.

**3.05 CLEANING**

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Clean in accordance with manufacturer's written instructions.

**3.06 PROTECTION**

- A. Prohibit traffic on resilient flooring for 48 hours after installation.

**END OF SECTION**

**SECTION 09 9123  
INTERIOR PAINTING**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Field application of paints, stains, and varnishes.
- C. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
  - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - 3. Items indicated to remain unfinished.
  - 4. Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.
  - 5. Floors, unless specifically indicated.
  - 6. Glass.
  - 7. Concealed pipes, ducts, and conduits.

**1.02 REFERENCE STANDARDS**

- A. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials; 2016.
- B. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.
- C. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).
- D. SSPC-SP 2 - Hand Tool Cleaning; 1982, with Editorial Revision (2004).

**1.03 FIELD CONDITIONS**

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

**PART 2 PRODUCTS****2.01 MANUFACTURERS**

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
  - 1. Behr Process Corporation: [www.behr.com/#sle](http://www.behr.com/#sle).
  - 2. Cloverdale Paint, Brand Products of Rodda Paint Company: [www.cloverdalepaint.com/#sle](http://www.cloverdalepaint.com/#sle).
  - 3. Diamond Vogel Paints: [www.diamondvogel.com/#sle](http://www.diamondvogel.com/#sle).
  - 4. PPG Paints: [www.ppgpaints.com/#sle](http://www.ppgpaints.com/#sle).
  - 5. Pratt & Lambert Paints: [www.prattandlambert.com/#sle](http://www.prattandlambert.com/#sle).
  - 6. Rodda Paint Co: [www.rodapaint.com/#sle](http://www.rodapaint.com/#sle).
  - 7. Sherwin-Williams Company: [www.sherwin-williams.com/#sle](http://www.sherwin-williams.com/#sle).
  - 8. Valspar Corporation: [www.valsparpaint.com/#sle](http://www.valsparpaint.com/#sle).
- C. Primer Sealers: Same manufacturer as top coats.

**2.02 PAINTS AND FINISHES - GENERAL**

- A. Paints and Finishes: Ready mixed, unless intended to be a field-catalyzed paint.
  - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 2. Supply each paint material in quantity required to complete entire project's work from a single production run.
  - 3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Colors: To be selected from manufacturer's full range of available colors.
  - 1. Selection to be made by Architect after award of contract.

**2.03 PAINT SYSTEMS - INTERIOR**

- A. Paint I-OP - Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board and wood.
  - 1. Two top coats and one coat primer.
  - 2. Top Coat(s): High Performance Architectural Interior Latex; MPI #138, 139, 140, or 141.
  - 3. Top Coat Sheen:
    - a. Flat: MPI gloss level 1; use this sheen for walls & ceilings.
    - b. Gloss: MPI gloss level 6; use this sheen for crown molding, baseboards, window trim, corner trim, shelving.
- B. Paint Mgl-OP-3A - Galvanized Metals, Alkyd, 3 Coat:
  - 1. One coat galvanize primer.
  - 2. Gloss: Two coats of alkyd enamel.

**2.04 PRIMERS**

- A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.
  - 1. Interior Drywall Primer Sealer.
  - 2. Anti-Corrosive Alkyd Primer for Metal; MPI #79.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
  - 1. Gypsum Wallboard: 12 percent.
  - 2. Interior Wood: 15 percent, measured in accordance with ASTM D4442.

**3.02 PREPARATION**

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.
- F. Galvanized Surfaces:
  - 1. Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.

2. Prepare surface according to SSPC-SP 2.

### **3.03 APPLICATION**

- A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
- D. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- E. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

### **3.04 PROTECTION**

- A. Touch-up damaged finishes after Substantial Completion.

**END OF SECTION**

**SECTION 10 4400**  
**FIRE PROTECTION SPECIALTIES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Fire extinguishers.
- B. Accessories.

**1.02 REFERENCE STANDARDS**

- A. FM (AG) - FM Approval Guide; current edition.
- B. NFPA 10 - Standard for Portable Fire Extinguishers; 2017.
- C. UL (DIR) - Online Certifications Directory; Current Edition.

**1.03 FIELD CONDITIONS**

- A. Do not install extinguishers when ambient temperature may cause freezing of extinguisher ingredients.

**PART 2 PRODUCTS**

**2.01 FIRE EXTINGUISHERS**

- A. Fire Extinguishers - General: Comply with product requirements of NFPA 10 and applicable codes, whichever is more stringent.
  - 1. Provide extinguishers labeled by UL (DIR) or FM (AG) for purpose specified and as indicated.
- B. Multipurpose Dry Chemical Type Fire Extinguishers: Carbon steel tank, with pressure gauge.
  - 1. Class: 2-A:20-B:C type.
  - 2. Size: 10 pound (4.54 kg).
  - 3. Temperature range: Minus 40 degrees F (Minus 40 degrees C) to 120 degrees F (49 degrees C).

**2.02 ACCESSORIES**

- A. Extinguisher Brackets: Formed steel, chrome-plated.

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Secure rigidly in place.

**END OF SECTION**



**SECTION 10 5617**  
**WALL MOUNTED STANDARDS AND SHELVING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Shelf standards, brackets, and accessories.
- B. Shelves.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. Wood Shelves: Solid board shelves, with edges sanded and eased.
  - 1. Species: MDF.
  - 2. Thickness: 3/4 inch (19 mm), nominal.
  - 3. Length: As indicated on drawings.
  - 4. Finish: Gloss Latex Enamel.
- B. Fasteners: Screws as recommended by manufacturer for intended application or as otherwise required by project conditions.

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. Install brackets, shelving, and accessories.

**END OF SECTION**

**SECTION 12 2113**  
**HORIZONTAL LOUVER BLINDS**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Horizontal slat louver blinds.
- B. Operating hardware.

**1.02 REFERENCE STANDARDS**

- A. WCMA A100.1 - Safety of Window Covering Products; 2018.

**PART 2 PRODUCTS****2.01 MANUFACTURERS**

- A. Horizontal Louver Blinds Without Side Guides:
  - 1. Hunter Douglas Architectural; CD Model: [www.hunterdouglasarchitectural.com/#sle](http://www.hunterdouglasarchitectural.com/#sle).
  - 2. Levolor; Metal Blinds: [www.levolor.com/commercial/#sle](http://www.levolor.com/commercial/#sle).
  - 3. SWFcontract, a division of Spring Window Fashions, LLC: [www.swfcontract.com/#sle](http://www.swfcontract.com/#sle).
- B. Source Limitations: Furnish blinds and associated controls produced by a single manufacturer and obtained from a single supplier.

**2.02 BLINDS WITHOUT SIDE GUIDES**

- A. Description: Horizontal slat louvers hung from full-width headrail with full-width bottom rail.
- B. Manual Operation: Control of raising and lowering by cord with full range locking; blade angle adjustable by control wand.
- C. Metal Slats: Spring tempered pre-finished aluminum; square slat corners, with manufacturing burrs removed.
  - 1. Width: 1 inch (25 mm).
  - 2. Color: White.
- D. Slat Support: Woven polypropylene cord, ladder configuration.
- E. Head Rail: Pre-finished, formed aluminum box, with end caps; internally fitted with hardware, pulleys, and bearings for operation; same depth as width of slats.
- F. Bottom Rail: Pre-finished, formed aluminum; with end caps.
- G. Lift Cord: Braided nylon; continuous loop; complying with WCMA A100.1.
  - 1. Color: White.
- H. Control Wand: Extruded hollow plastic; hexagonal shape.
  - 1. Length of window opening height less 3 inch (76 mm).
  - 2. Color: Clear or White.
- I. Headrail Attachment: Wall brackets.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify that openings are ready to receive the work.

**3.02 INSTALLATION**

- A. Install blinds in accordance with manufacturer's instructions.
- B. Secure in place with flush countersunk fasteners.

**3.03 TOLERANCES**

- A. Maximum Variation of Gap at Window Opening Perimeter: 1/4 inch (6 mm).
- B. Maximum Offset From Level: 1/8 inch (3 mm).

**3.04 ADJUSTING**

- A. Adjust blinds for smooth operation.

**3.05 CLEANING**

- A. Clean blind surfaces just prior to occupancy.

**END OF SECTION**

**SECTION 12 3530  
RESIDENTIAL CASEWORK**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Kitchen cabinets.
- B. Kitchen countertops.
- C. Vanity cabinets.
- D. Vanity countertops.
- E. Casework hardware.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Residential Casework:
  - 1. Any Major Manufacturer

**2.02 COMPONENTS**

- A. Cabinet Construction: Softwood lumber framing and particle board, tempered hardboard gables, Shaker style
- B. Kitchen Countertop: Post formed plastic laminate over particle board, square internal intersection to back splash.
- C. Vanity Countertop: Post formed plastic laminate over particle board, square internal intersection to back splash.
- D. Door and Drawer Fronts: Solid wood.
- E. Bolts, Nuts, Washers and Screws: Of size and type to suit application.

**2.03 HARDWARE**

- A. Hardware: Manufacturer's standard.
- B. Drawer and Door Pulls: Brushed Nickel
- C. Drawer Slides: Extension arms, steel construction.
- D. Hinges: Concealed.

**2.04 FABRICATION**

- A. Shop assemble casework for delivery to site in units easily handled and to permit passage through building openings.
- B. Fabricate corners and joints without gaps or inaccessible spaces or areas where dirt or moisture could accumulate.

**2.05 FINISHES**

- A. Vanity & Kitchen Countertops: color Medium Gray
- B. Cabinet drawers, doors, & surfaces: White
- C. Interior Surfaces: Plastic Laminate of White color .

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify adequacy of support framing.

**3.02 INSTALLATION**

- A. Install casework, components and accessories in accordance with manufacturer's instructions.
- B. Set casework items plumb and square, securely anchored to building structure.

**3.03 ADJUSTING**

- A. Adjust doors, drawers, hardware, fixtures, and other moving or operating parts to function smoothly.

**3.04 CLEANING**

- A. Clean casework, countertops, shelves, and hardware.

**END OF SECTION**

**SECTION 22 1005  
PLUMBING PIPING**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Pipe, pipe fittings, specialties, and connections for piping systems.
  - 1. Domestic water.
  - 2. Valves.

**1.02 QUALITY ASSURANCE**

- A. Perform work in accordance with applicable codes.

**PART 2 PRODUCTS****2.01 GENERAL REQUIREMENTS**

- A. Potable Water Supply Systems: Provide piping, pipe fittings, and solder and flux (if used), that comply with NSF 61 and NSF 372 for maximum lead content; label pipe and fittings.

**2.02 DOMESTIC WATER PIPING, ABOVE GRADE**

- A. Copper Tube: ASTM B88 (ASTM B88M), Type K (A), Drawn (H).
  - 1. Fittings: ASME B16.18, cast copper alloy or ASME B16.22, wrought copper and bronze.
  - 2. Joints: ASTM B32, alloy Sn95 solder.
- B. PVC Pipe: ASTM D1785 or ASTM D2241.
  - 1. Fittings: ASTM D2665, PVC.
  - 2. Joints: ASTM D2846/D2846M, solvent weld with ASTM F493 solvent cement.

**2.03 FLANGES, UNIONS, AND COUPLINGS****2.04 BALL VALVES**

- A. Manufacturers:
  - 1. Grinnell Products, a Tyco Business: [www.grinnell.com/#sle](http://www.grinnell.com/#sle).
  - 2. Nibco, Inc: [www.nibco.com/#sle](http://www.nibco.com/#sle).
  - 3. Uponor, Inc: [www.uponorengineering.com/#sle](http://www.uponorengineering.com/#sle).
  - 4. Viega LLC: [www.viega.com/#sle](http://www.viega.com/#sle).

**PART 3 EXECUTION****3.01 PREPARATION**

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and dirt, on inside and outside, before assembly.
- C. Prepare piping connections to equipment with flanges or unions.

**3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Copper Pipe and Tube: Make soldered joints in accordance with ASTM B828, using specified solder, and flux meeting ASTM B813; in potable water systems use flux also complying with NSF 61 and NSF 372.

**3.03 APPLICATION****3.04 DISINFECTION OF DOMESTIC WATER PIPING SYSTEM**

- A. Prior to starting work, verify system is complete, flushed and clean.

**END OF SECTION**

**SECTION 22 3000  
PLUMBING EQUIPMENT**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Water Heaters:
  - 1. Residential electric.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 0583 - Wiring Connections: Electrical characteristics and wiring connections.

**1.03 REFERENCE STANDARDS**

- A. UL 174 - Standard for Household Electric Storage Tank Water Heaters; Current Edition, Including All Revisions.

**1.04 SUBMITTALS**

- A. Product Data:
  - 1. Provide dimension drawings of water heaters indicating components and connections to other equipment and piping.
  - 2. Indicate pump type, capacity, power requirements.
  - 3. Provide electrical characteristics and connection requirements.
- B. Operation and Maintenance Data: Include operation, maintenance, and inspection data, replacement part numbers and availability, and service depot location and telephone number.
- C. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

**1.05 QUALITY ASSURANCE**

- A. Certifications:
  - 1. Electric Water Heaters: UL listed and labeled to UL 174.
  - 2. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.

**1.06 WARRANTY**

- A. Provide five year manufacturer warranty for domestic water heaters.

**PART 2 PRODUCTS****2.01 WATER HEATERS**

- A. Manufacturers:
  - 1. A.O. Smith Water Products Co; \_\_\_\_\_: [www.hotwater.com/#sle](http://www.hotwater.com/#sle).
  - 2. Bock Water Heaters, Inc; \_\_\_\_\_: [www.bockwaterheaters.com/#sle](http://www.bockwaterheaters.com/#sle).
  - 3. Rheem Manufacturing Company; \_\_\_\_\_: [www.rheem.com/#sle](http://www.rheem.com/#sle).
  - 4. Bosch
  - 5. EEmax EMT25 (Basis of Design)
- B. Residential Electric:
  - 1. Type: Automatic, electric, vertical storage.
  - 2. Performance:
    - a. Storage Capacity: 2.5 gal (9.5 L).
    - b. Heating Element Size: 1.4 kW.
  - 3. Electrical Characteristics:
    - a. 120 volts, single phase, Plug-In type.
  - 4. Tank: Glass Lined
  - 5. Controls: Automatic water thermostat with externally adjustable temperature controls

**2.02 ELECTRICAL WORK**

- A. Electrical characteristics to be as specified or indicated.

**PART 3 EXECUTION****3.01 INSTALLATION**

- A. Install plumbing equipment in accordance with manufacturer's instructions, as required by code, and complying with conditions of certification, if any.

**END OF SECTION**



**SECTION 22 4000  
PLUMBING FIXTURES**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Sinks.

**1.02 REFERENCE STANDARDS**

- A. ASME A112.19.3 - Stainless Steel Plumbing Fixtures; 2017.
- B. NSF 61 - Drinking Water System Components - Health Effects; 2017.
- C. NSF 372 - Drinking Water System Components - Lead Content; 2016.

**1.03 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide catalog illustrations of fixtures, sizes, rough-in dimensions, utility sizes, trim, and finishes.

**PART 2 PRODUCTS****2.01 GENERAL**

- A. Potable Water Systems: Provide plumbing fittings and faucets that comply with NSF 61 and NSF 372 for maximum lead content; label pipe and fittings.

**2.02 SINKS**

- A. Sink Manufacturers:
  - 1. American Standard, Inc: [www.americanstandard-us.com/#sle](http://www.americanstandard-us.com/#sle).
  - 2. Kohler Company: [www.kohler.com/#sle](http://www.kohler.com/#sle).
  - 3. Meganite, Inc: [www.meganite.com/#sle](http://www.meganite.com/#sle).
  - 4. Relang International, LLC; DURASEIN: [www.duraseinusa.com/#sle](http://www.duraseinusa.com/#sle).
- B. Double Compartment Bowl: ASME A112.19.3; 33 by 22 by 8 inch (838 by 559 by 203 mm) outside dimensions 20 gage, 0.0359 inch (0.91 mm) thick, Type 302 stainless steel, self rimming and undercoated, with ledge back drilled for trim.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify that walls and floor finishes are prepared and ready for installation of fixtures.
- B. Verify that electric power is available and of the correct characteristics.
- C. Confirm that millwork is constructed with adequate provision for the installation of counter top lavatories and sinks.

**3.02 PREPARATION**

- A. Rough-in fixture piping connections in accordance with minimum sizes indicated in fixture rough-in schedule for particular fixtures.

**3.03 INSTALLATION**

- A. Install each fixture with trap, easily removable for servicing and cleaning.
- B. Install components level and plumb.

**3.04 CLEANING**

- A. Clean plumbing fixtures and equipment.

**3.05 PROTECTION**

- A. Protect installed products from damage due to subsequent construction operations.
- B. Repair or replace damaged products before Date of Substantial Completion.

**END OF SECTION**



**SECTION 26 0519****LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Nonmetallic-sheathed cable.
- B. Wiring connectors.
- C. Electrical tape.
- D. Wire pulling lubricant.
- E. Cable ties.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 8400 - Firestopping.

**1.03 REFERENCE STANDARDS**

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013 (Reapproved 2018).
- B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2011 (Reapproved 2017).
- C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010 (Reapproved 2014).
- D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2014).
- E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape; 2017.
- F. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- G. NECA 121 - Standard for Installing Nonmetallic-Sheathed Cable (Type NM-B) and Underground Feeder and Branch-Circuit Cable (Type UF); 2007.
- H. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; 2009.
- I. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- J. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.
- K. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.
- L. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.
- M. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.
- N. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.
- O. UL 719 - Nonmetallic-Sheathed Cables; Current Edition, Including All Revisions.

**1.04 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

**PART 2 PRODUCTS****2.01 CONDUCTOR AND CABLE APPLICATIONS**

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.

- B. Nonmetallic-sheathed cable is permitted.

## **2.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS**

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- D. Comply with NEMA WC 70.
- E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- G. Conductor Material:
  - 1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
  - 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
  - 3. Tinned Copper Conductors: Comply with ASTM B33.
- H. Minimum Conductor Size:
  - 1. Branch Circuits: 12 AWG.
- I. Conductor Color Coding:
  - 1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
  - 2. Color Coding Method: Integrally colored insulation.
  - 3. Color Code:
    - a. 240/120 V, 1 Phase, 3 Wire System:
      - 1) Phase A: Black.
      - 2) Phase B: Red.
      - 3) Neutral/Grounded: White.
    - b. Equipment Ground, All Systems: Green.

## **2.03 NONMETALLIC-SHEATHED CABLE**

- A. Manufacturers:
  - 1. Cerro Wire LLC: [www.cerrowire.com/#sle](http://www.cerrowire.com/#sle).
  - 2. Encore Wire Corporation: [www.encorewire.com/#sle](http://www.encorewire.com/#sle).
  - 3. Southwire Company: [www.southwire.com/#sle](http://www.southwire.com/#sle).
- B. Description: NFPA 70, Type NM multiple-conductor cable listed and labeled as complying with UL 719, Type NM-B.
- C. Conductor Stranding:
  - 1. Size 10 AWG and Smaller: Solid.
- D. Insulation Voltage Rating: 600 V.

## **2.04 WIRING CONNECTORS**

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.
- B. Do not use insulation-piercing or insulation-displacement connectors designed for use with conductors without stripping insulation.
- C. Do not use push-in wire connectors as a substitute for twist-on insulated spring connectors.

## **2.05 WIRING ACCESSORIES**

- A. Electrical Tape:

1. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil (0.18 mm); resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F (-18 degrees C) and suitable for continuous temperature environment up to 221 degrees F (105 degrees C).
- B. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.
- C. Cable Ties: Material and tensile strength rating suitable for application.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that interior of building has been protected from weather.
- B. Verify that work likely to damage wire and cable has been completed.
- C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- D. Verify that field measurements are as indicated.
- E. Verify that conditions are satisfactory for installation prior to starting work.

### **3.02 INSTALLATION**

- A. Circuiting Requirements:
  1. Unless dimensioned, circuit routing indicated is diagrammatic.
  2. When circuit destination is indicated without specific routing, determine exact routing required.
  3. Arrange circuiting to minimize splices.
- B. Install products in accordance with manufacturer's instructions.
- C. Perform work in accordance with NECA 1 (general workmanship).
- D. Install nonmetallic-sheathed cable (Type NM-B) in accordance with NECA 121.
- E. Terminate cables using suitable fittings.
- F. Install conductors with a minimum of 12 inches (300 mm) of slack at each outlet.
- G. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- H. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- I. Make wiring connections using specified wiring connectors.
  1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
  2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
  3. Do not remove conductor strands to facilitate insertion into connector.
  4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.
- J. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
- K. Insulate ends of spare conductors using vinyl insulating electrical tape.
- L. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.
- M. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

### **END OF SECTION**



**SECTION 26 0529****HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Support and attachment components for equipment, conduit, cable, boxes, and other electrical work.

**1.02 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**PART 2 PRODUCTS****2.01 SUPPORT AND ATTACHMENT COMPONENTS**

- A. General Requirements:
  - 1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
  - 2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
  - 3. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- B. Anchors and Fasteners:
  - 1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
  - 2. Wood: Use wood screws.

**PART 3 EXECUTION****3.01 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- D. Unless specifically indicated or approved by Architect, do not provide support from roof deck.
- E. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- F. Secure fasteners according to manufacturer's recommended torque settings.

**END OF SECTION**

**SECTION 26 0533.16**  
**BOXES FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Outlet and device boxes up to 100 cubic inches (1,650 cu cm), including those used as junction and pull boxes.
- B. Boxes and enclosures for integrated power, data, and audio/video.

**1.02 RELATED REQUIREMENTS**

- A. Section 08 3100 - Access Doors and Panels: Panels for maintaining access to concealed boxes.
- B. Section 26 0529 - Hangers and Supports for Electrical Systems.

**1.03 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.
- C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**PART 2 PRODUCTS****2.01 BOXES**

- A. General Requirements:
  - 1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
  - 2. Provide all boxes, fittings, supports, and accessories required for a complete system and to accommodate devices and equipment to be installed.
  - 3. Provide products listed, classified, and labeled as suitable for the purpose intended.
  - 4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive boxes.
- C. Verify that conditions are satisfactory for installation prior to starting work.

**3.02 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Unless otherwise indicated, provide separate boxes for line voltage and low voltage systems.
- E. Flush-mount boxes in finished areas unless specifically indicated to be surface-mounted.
- F. Box Locations:
  - 1. Locate boxes to be accessible. Provide access panels in accordance with Section 08 3100 as required where approved by the Architect.
  - 2. Unless dimensioned, box locations indicated are approximate.
  - 3. Locate boxes so that wall plates do not span different building finishes.



4. Unless otherwise indicated, where multiple outlet boxes are installed at the same location at different mounting heights, install along a common vertical stud line.
- G. Box Supports:
  1. Secure and support boxes in accordance with NFPA 70 and Section 26 0529 using suitable supports and methods approved by the authority having jurisdiction.
  2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- H. Install boxes plumb and level.
- I. Flush-Mounted Boxes:
  1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch (6 mm) or does not project beyond finished surface.
  2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
  3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch (3 mm) at the edge of the box.
- J. Install boxes as required to preserve insulation integrity.
- K. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.
- L. Close unused box openings.
- M. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
- N. Provide grounding and bonding in accordance with Section 26 0526.

**END OF SECTION**

**SECTION 26 0583**  
**WIRING CONNECTIONS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Electrical connections to equipment.

**1.02 REFERENCE STANDARDS**

- A. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (Reaffirmed 2015).
- B. NEMA WD 6 - Wiring Devices - Dimensional Specifications; 2016.
- C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. Cords and Caps: NEMA WD 6; match receptacle configuration at outlet provided for equipment.
  - 1. Colors: Conform to NEMA WD 1.
  - 2. Cord Construction: NFPA 70, Type SO, multiconductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations.
  - 3. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.

**2.02 EQUIPMENT CONNECTIONS**

**PART 3 EXECUTION**

**3.01 ELECTRICAL CONNECTIONS**

- A. Make electrical connections in accordance with equipment manufacturer's instructions.
- B. Connect heat producing equipment using wire and cable with insulation suitable for temperatures encountered.
- C. Provide receptacle outlet to accommodate connection with attachment plug.
- D. Provide cord and cap where field-supplied attachment plug is required.

**END OF SECTION**

**SECTION 26 0650.16**  
**LIGHTING FIXTURE SCHEDULE**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Specific requirements for individual luminaire types.

**PART 2 PRODUCTS**

**2.01 LUMINAIRE TYPES**

- A. Furnish products as specified below.
- B. Type LED Ceiling Mounted Exit Sign: Emergency lighting unit.
1. Lamps: LED, included with unit.
  2. Housing: Thermoplastic.
  3. Finish: White.
  4. Mounting Type: Ceiling.
  5. Battery: NiCad or Li-Ion.
    - a. Capacity: 90 minute minimum.
  6. Voltage: 120 V.
- C. Type LED: 52" Low Profile Ceiling Fan with Chain Pulls.
1. Lamps: LED.
  2. Finish: White.
  3. Mounting Type: Top.
  4. Voltage: 120 V.
  5. Provide with the following features/accessories:
  6. Mounting:
    - a. Ceiling-mounted: Surface mount.

## **SECTION 26 2416 PANELBOARDS**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Power distribution panelboards.

#### **1.02 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- B. NEMA PB 1 - Panelboards; 2011.
- C. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2017.
- D. UL 67 - Panelboards; Current Edition, Including All Revisions.
- E. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.

### **PART 2 PRODUCTS**

#### **2.01 POWER DISTRIBUTION PANELBOARDS**

- A. Description: Panelboards complying with NEMA PB 1, power and feeder distribution type, circuit breaker type, and listed and labeled as complying with UL 67; ratings, configurations and features as indicated on the drawings.
- B. Products:
  - 1. I-T-E G1624ML1125\_\_\_\_\_.
- C. Circuit Breakers:
  - 1. Provide bolt-on type or plug-in type secured with locking mechanical restraints.

#### **2.02 OVERCURRENT PROTECTIVE DEVICES**

- A. Molded Case Circuit Breakers:
  - 1. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.
  - 2. Interrupting Capacity:
    - a. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Verify that the ratings and configurations of the panelboards and associated components are consistent with the indicated requirements.
- C. Verify that conditions are satisfactory for installation prior to starting work.

#### **3.02 INSTALLATION**

- A. Perform work in accordance with NECA 1 (general workmanship).
- B. Install products in accordance with manufacturer's instructions.
- C. Install all field-installed branch devices, components, and accessories.

#### **3.03 FIELD QUALITY CONTROL**

- A. Inspect and test in accordance with NETA ATS, except Section 4.
- B. Test GFCI circuit breakers to verify proper operation.

**3.04 ADJUSTING**

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

**END OF SECTION**

**SECTION 26 2726  
WIRING DEVICES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Receptacles.
- B. Wall plates.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 0533.16 - Boxes for Electrical Systems.

**1.03 REFERENCE STANDARDS**

- A. FS W-C-596 - Connector, Electrical, Power, General Specification for; 2017h.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- C. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.
- D. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (Reaffirmed 2015).
- E. NEMA WD 6 - Wiring Devices - Dimensional Specifications; 2016.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 498 - Attachment Plugs and Receptacles; Current Edition, Including All Revisions.
- H. UL 514D - Cover Plates for Flush-Mounted Wiring Devices; Current Edition, Including All Revisions.
- I. UL 943 - Ground-Fault Circuit-Interrupters; Current Edition, Including All Revisions.

**1.04 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Products: Listed, classified, and labeled as suitable for the purpose intended.

**PART 2 PRODUCTS**

**2.01 WIRING DEVICE APPLICATIONS**

- A. Provide wiring devices suitable for intended use and with ratings adequate for load served.
- B. For single receptacles installed on an individual branch circuit, provide receptacle with ampere rating not less than that of the branch circuit.
- C. Provide GFCI protection for receptacles installed within 6 feet (1.8 m) of sinks.
- D. Provide GFCI protection for receptacles installed in kitchens.

**2.02 WIRING DEVICE FINISHES**

- A. Provide wiring device finishes as described below unless otherwise indicated.
- B. Wiring Devices Installed in Finished Spaces: White with white nylon wall plate.

**2.03 RECEPTACLES**

- A. Manufacturers:
  - 1. Hubbell Incorporated: [www.hubbell.com/#sle](http://www.hubbell.com/#sle).
  - 2. Leviton Manufacturing Company, Inc: [www.leviton.com/#sle](http://www.leviton.com/#sle).
  - 3. Lutron Electronics Company, Inc: [www.lutron.com/#sle](http://www.lutron.com/#sle).
  - 4. Pass & Seymour, a brand of Legrand North America, Inc: [www.legrand.us/#sle](http://www.legrand.us/#sle).
- B. Receptacles - General Requirements: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498, and where applicable, FS W-C-596; types as indicated on the drawings.
  - 1. Wiring Provisions: Terminal screws for side wiring with separate ground terminal screw.
  - 2. NEMA configurations specified are according to NEMA WD 6.

- C. Convenience Receptacles:
  - 1. Standard Convenience Receptacles: Industrial specification grade, 20A, 125V, NEMA 5-20R; single or duplex as indicated on the drawings.
- D. GFCI Receptacles:
  - 1. GFCI Receptacles - General Requirements: Self-testing, with feed-through protection and light to indicate ground fault tripped condition and loss of protection; listed as complying with UL 943, class A.
  - 2. Standard GFCI Receptacles: Industrial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style.

## **2.04 WALL PLATES**

- A. Wall Plates: Comply with UL 514D.
  - 1. Configuration: One piece cover as required for quantity and types of corresponding wiring devices.
  - 2. Size: Standard.
  - 3. Screws: Metal with slotted heads finished to match wall plate finish.
- B. Nylon Wall Plates: Smooth finish, high-impact thermoplastic.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.
- C. Verify that wall openings are neatly cut and will be completely covered by wall plates.
- D. Verify that final surface finishes are complete, including painting.
- E. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.
- F. Verify that conditions are satisfactory for installation prior to starting work.

### **3.02 INSTALLATION**

- A. Perform work in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
- B. Coordinate locations of outlet boxes provided under Section 26 0533.16 as required for installation of wiring devices provided under this section.
  - 1. Mounting Heights: Unless otherwise indicated, as follows:
    - a. Receptacles: 20 inches (508 mm) above finished floor or 6 inches (150 mm) above counter.
  - 2. Orient outlet boxes for vertical installation of wiring devices unless otherwise indicated.
- C. Install wiring devices in accordance with manufacturer's instructions.
- D. Where required, connect wiring devices using pigtails not less than 6 inches (150 mm) long. Do not connect more than one conductor to wiring device terminals.
- E. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.
- F. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor.
- G. Provide GFCI receptacles with integral GFCI protection at each location indicated. Do not use feed-through wiring to protect downstream devices.
- H. Install wiring devices plumb and level with mounting yoke held rigidly in place.
- I. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.

- J. Install wall plates to fit completely flush to wall with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.
- K. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.

### **3.03 ADJUSTING**

- A. Adjust devices and wall plates to be flush and level.

**END OF SECTION**



**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(D) of the *2018 Standard Specifications*.

**STANDARD SPECIAL PROVISION****ERRATA**

(10-16-18) (Rev.1-15-19)

Z-4

Revise the *2018 Standard Specifications* as follows:

**Division 6**

**Page 6-7, Article 609-1 DESCRIPTION, line 29,** replace article number “609-10” with “609-9”.

**Division 7**

**Page 7-27, Article 725-1 MEASUREMENT AND PAYMENT, line 4,** replace article number “725-1” with “724-4”.

**Page 7-28, Article 725-1 MEASUREMENT AND PAYMENT, line 10,** replace article number “725-1” with “725-3”.

**Division 10**

**Page 10-78, Article 1056-4 GEOTEXTILES, TABLE 1056-1, Permittivity, Type 2,** replace “Table 6<sup>D</sup>” with “Table 7<sup>D</sup>” and **Permittivity, Type 3<sup>B</sup>,** replace “Table 7<sup>D</sup>” with “Table 8<sup>D</sup>”.

**Page 10-162, Article 1080-50 PAINT FOR VERTICAL MARKERS, line 1,** replace article number “1080-50” with “1080-10”.

**Page 10-162, Article 1080-61 EPOXY RESIN FOR REINFORCING STEEL, line 5,** replace article number “1080-61” with “1080-11”.

**Page 10-162, Article 1080-72 ABRASIVE MATERIALS FOR BLAST CLEANING STEEL, line 22,** replace article number “1080-72” with “1080-12”.

**Page 10-163, Article 1080-83 FIELD PERFORMANCE AND SERVICES, line 25,** replace article number “1080-83” with “1080-13”.

**Division 17**

**Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, lines 42-44,** replace the second sentence with the following:

An example is an installation of a single 1.25 inch HDPE conduit would be paid as:

Directional Drill (1)(1.25”) Linear Foot

**STANDARD SPECIAL PROVISION****PLANT AND PEST QUARANTINES****(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, And Other Noxious Weeds)**

(3-18-03) (Rev. 12-20-16)

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, 919-707-3730, or <http://www.ncagr.gov/plantindustry/> 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, emerald ash borer, or other noxious weeds.

**STANDARD SPECIAL PROVISION****TITLE VI AND NONDISCRIMINATION:**

(6-28-77)(Rev 6/19/2018)

Z-6

Revise the *2018 Standard Specifications* as follows:

Replace Article 103-4(B) with the following:

The North Carolina Department of Transportation is committed to carrying out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts.

The provisions of this section related to United States Department of Transportation (US DOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21, 23 United States Code (U.S.C.) 140 and 23 CFR part 200 (or 49 CFR 303, 49 U.S.C. 5332 or 49 U.S.C. 47123) are applicable to all North Carolina Department of Transportation (NCDOT) contracts and to all related subcontracts, material supply, engineering, architectural and other service contracts, regardless of dollar amount. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.

**(1) Title VI Assurances (USDOT Order 1050.2A, Appendix A)**

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:

**(a) Compliance with Regulations**

The contractor (hereinafter includes consultants) shall comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**(b) 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 directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**(c) 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 Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

**(d) Information and Reports**

The contractor shall provide all information and reports required by the Acts, the Regulations, and 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 Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

**(e) Sanctions for Noncompliance:**

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it and/or the FHWA may determine to be appropriate, including, but not limited to:

- (i) Withholding payments to the contractor under the contract until the contractor complies; and/or
  - (ii) Cancelling, terminating, or suspending a contract, in whole or in part.
- (f) Incorporation of Provisions
- The contractor shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**(2) Title VI Nondiscrimination Program (23 CFR 200.5(p))**

The North Carolina Department of Transportation (NCDOT) has assured the USDOT that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, sex, age, or disability (including religion/creed or income-level, where applicable), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT must also comply with Title VI and related authorities, therefore:

- (a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:
  - 1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.
  - 2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
  - 3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:

“The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award.”

4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
  5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
  6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
- (d) The Contractor is responsible for notifying subcontractors of NCDOT's External Discrimination Complaints Process.
1. Applicability  
Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.
  2. Eligibility  
Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.
  3. Time Limits and Filing Options  
Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:
    - (i) The date of the alleged act of discrimination; or
    - (ii) The date when the person(s) became aware of the alleged discrimination; or
    - (iii) 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 related discrimination complaints may be submitted to the following entities:
    - North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
    - Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
    - 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
  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 Civil Rights 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 (LEP), sex, age, disability, or religion (in the context of employment, aviation or transit). “Basis” refers to the complainant’s membership in a protected group category.

**TABLE 103-1  
COMPLAINT BASIS**

Protected Categories	Definition	Examples	Applicable Nondiscrimination Authorities
Race and Ethnicity	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; 49 U.S.C. 5332(b); 49 U.S.C. 47123. ( <i>Executive Order 13166</i> )
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin ( <i>Limited English Proficiency</i> )	Place of birth. Citizenship is not a factor. ( <i>Discrimination based on language or a person’s accent is also covered</i> )	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual. <i>Note:</i> Sex under this program does not include sexual orientation.	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Religion (in the context of employment) ( <i>Religion/ Creed in all aspects of any aviation or transit-related construction</i> )	An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. <i>Note:</i> Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.	Muslim, Christian, Sikh, Hindu, etc.	Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. ( <i>49 U.S.C. 5332(b); 49 U.S.C. 47123</i> )

## (3) 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:

- (a) 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.
- (b) 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);
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- (d) 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;
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (f) 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);
- (g) 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);
- (h) 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;
- (i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination 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;
- (k) 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);
- (l) 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).
- (m) 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).

**(4) Additional Title VI Assurances**

*\*\*The following Title VI Assurances (Appendices B, C and D) shall apply, as applicable*

- (a) Clauses for Deeds Transferring United States Property (1050.2A, Appendix B)  
The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.



NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the North Carolina Department of Transportation (NCDOT) will accept title to the lands and maintain the project constructed thereon in accordance with the North Carolina General Assembly, the Regulations for the Administration of the Federal-Aid Highway Program, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the NCDOT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the North Carolina Department of Transportation (NCDOT) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the NCDOT, its successors and assigns.

The NCDOT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the NCDOT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

(b) Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program (1050.2A, Appendix C)

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(a):

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

- (i.) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. \*
3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

(c) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program (1050.2A, Appendix D)

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(b):

1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the NCDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. \*
3. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**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 for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the executive Order and the regulations in *41 CFR Part 60-4*. Compliance with the goals will be measured against the total work hours performed.

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

**EMPLOYMENT GOALS FOR MINORITY  
AND FEMALE PARTICIPATION**

Economic Areas

**Area 023 29.7%**

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

**Area 024 31.7%**

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

**Area 025 23.5%**

Columbus County  
Duplin County  
Onslow County  
Pender County

**Area 026 33.5%**

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

**Area 027 24.7%**

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

**Area 028 15.5%**

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

**Area 029 15.7%**

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

**Area 0480 8.5%**

Buncombe County  
Madison County

**Area 030 6.3%**

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

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**SMSA Areas****Area 5720 26.6%**

Currituck County

**Area 9200 20.7%**

Brunswick County

New Hanover County

**Area 2560 24.2%**

Cumberland County

**Area 6640 22.8%**

Durham County

Orange County

Wake County

**Area 1300 16.2%**

Alamance County

**Area 3120 16.4%**

Davidson County

Forsyth County

Guilford County

Randolph County

Stokes County

Yadkin County

**Area 1520 18.3%**

Gaston County

Mecklenburg County

Union County

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**Goals for Female****Participation in Each Trade**

(Statewide) 6.9%

**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
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

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

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).  
The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.  
Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.  
Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).
2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

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

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

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

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

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

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:  
"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
  - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
  - c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
  - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.
6. **Training and Promotion:**
  - a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
  - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
  - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
  - d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
  - a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
  - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
  - d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
  - a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
  - b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
10. **Assurance Required by 49 CFR 26.13(b):**
  - a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
  - b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
  - a. The records kept by the contractor shall document the following:
    - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
    - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
    - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
  - b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

#### 1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents



thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. **Withholding.** The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. **Payrolls and basic records**
  - a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
  - b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for

this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
    - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
    - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
  - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
4. **Apprentices and trainees**
- a. Apprentices (programs of the USDOL). Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
 

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
  - b. Trainees (programs of the USDOL). Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.
 

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
  - c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
  - d. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs

are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. **Contract termination:** debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
  - a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
  - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees

from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
  - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
  - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
  - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
  3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
  4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
  5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### **VII. SAFETY: ACCIDENT PREVENTION**

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

#### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

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

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

**2. Instructions for Certification - Lower Tier Participants:**

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

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

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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

**STANDARD SPECIAL PROVISION****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**  
**MINIMUM WAGES**  
**GENERAL DECISION NC180104 01/05/2018 NC104**

Z-104

Date: January 5, 2018

General Decision Number: NC180104 01/05/2018 NC104

Superseded General Decision Numbers: NC20170104

State: North Carolina

Construction Type: HIGHWAY

**COUNTIES:**

Beaufort	Granville	Pasquotank
Bertie	Halifax	Perquimans
Bladen	Harnett	Robeson
Camden	Hertford	Sampson
Carteret	Hyde	Scotland
Chowan	Jones	Tyrrell
Columbus	Lenoir	Vance
Craven	Martin	Warren
Dare	Northampton	Washington
Duplin	Pamlico	Wilson
Gates		

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 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(a)(2) – (60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number  
0

Publication Date  
01/05/2018

SUNC2014-006 11/17/2014

	Rates	Fringes
BLASTER	21.85	

	Rates	Fringes
CARPENTER	13.72	
CEMENT MASON/CONCRETE FINISHER	14.26	
ELECTRICIAN		
Electrician	18.69	2.66
Telecommunications Technician	14.72	1.67
IRONWORKER	16.32	
LABORER		
Asphalt Raker and Spreader	12.42	
Asphalt Screed/Jackman	13.48	
Carpenter Tender	10.85	
Cement Mason/Concrete Finisher Tender	11.35	
Common or General	10.12	
Guardrail/Fence Installer	13.39	
Pipelayer	13.31	
Traffic Signal/Lighting Installer	16.88	
PAINTER		
Bridge	19.62	
POWER EQUIPMENT OPERATORS		
Asphalt Broom Tractor	13.28	
Bulldozer Fine	18.46	
Bulldozer Rough	14.09	
Concrete Grinder/Groover	24.66	
Crane Boom Trucks	17.25	
Crane Other	21.48	
Crane Rough/All-Terrain	19.00	
Drill Operator Rock	15.43	1.61
Drill Operator Structure	19.12	
Excavator Fine	17.61	
Excavator Rough	12.99	
Grader/Blade Fine	16.73	
Grader/Blade Rough	15.28	
Loader 2 Cubic Yards or Less	10.28	
Loader Greater Than 2 Cubic Yards	13.58	
Material Transfer Vehicle (Shuttle Buggy)	17.39	
Mechanic	18.63	
Milling Machine	14.38	
Off-Road Hauler/Water Tanker	9.30	
Oiler/Greaser	13.45	
Pavement Marking Equipment	11.87	
Paver Asphalt	15.53	
Roller Asphalt Breakdown	12.13	
Roller Asphalt Finish	13.65	
Roller Other	10.48	
Scraper Finish	13.98	
Scraper Rough	10.17	
Slip Form Machine	19.29	
Tack Truck/Distributor Operator	14.56	
TRUCK DRIVER		
GVWR of 26,000 Lbs or Less	10.35	
GVWR of 26,000 Lbs or Greater	12.04	

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](http://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

**LISTING OF DBE SUBCONTRACTORS**

Sheet \_\_\_\_\_ of \_\_\_\_\_

Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
<b>Name</b>  Address				
<b>Name</b>  Address				
<b>Name</b>  Address				
<b>Name</b>  Address				
<b>Name</b>  Address				
<b>Name</b>  Address				
<b>Name</b>  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
<b>Name</b>  Address				
<b>Name</b>  Address				
<b>Name</b>  Address				
<b>Name</b>  Address				
<b>Name</b>  Address				

\*\* Dollar Volume of DBE Subcontractor \$ \_\_\_\_\_

Percentage of Total Contract Bid Price \_\_\_\_\_%

\* 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.



Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000900000-N	SP	GENERIC MISCELLANEOUS ITEM DEMOLITION AND REPAIR OF BRIDGE TENDER HOUSE	Lump Sum	L.S.	
-----						
1304/Dec13/Q1.0/D900000/E1			Total Amount Of Bid For Entire Project :			

CONTRACTOR\_\_\_\_\_FEDERAL ID: \_\_\_\_\_

ADDRESS\_\_\_\_\_

PHONE \_\_\_\_\_

AUTHORIZED AGENT\_\_\_\_\_TITLE \_\_\_\_\_

SIGNATURE\_\_\_\_\_DATE \_\_\_\_\_

**EXECUTION OF BID****NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION****CORPORATION**

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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 PREQUALIFIED BIDDER**


---

Full name of Corporation

---

Address as Prequalified

Attest _____ <div style="text-align: center;">           Secretary/Assistant Secretary  <i>(Select appropriate title)</i> </div>	By	_____ <div style="text-align: center;">           President/Vice President/Assistant Vice President  <i>(Select appropriate title)</i> </div>
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Print or type Signer's name

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Print or type Signer's name

**CORPORATE SEAL**

**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION  
PARTNERSHIP**

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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 PREQUALIFIED BIDDER**

---

Full Name of  
Partnership

---

Address as  
Prequalified

---

Signature of Witness

---

Signature of Partner

---

Print or Type Signer's Name

---

Print or Type Signer's Name

**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN  
CERTIFICATION**

**LIMITED LIABILITY COMPANY**

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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 PREQUALIFIED BIDDER**

---

Full Name of Firm

---

Address as Prequalified

---

Signature of Witness

---

Signature of Member/Manager/Authorized Agent  
(*Select appropriate Title*)

---

Print or Type Signer's Name

---

Print or Type Signer's Name

**NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION****JOINT VENTURE (2) or (3)**

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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 PREQUALIFIED BIDDER**

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

(1) \_\_\_\_\_  
Name of Joint Venture

(2) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address as Prequalified

BY

\_\_\_\_\_  
Signature of Witness or Attest

\_\_\_\_\_  
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

BY

\_\_\_\_\_  
Signature of Witness or Attest

\_\_\_\_\_  
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

\_\_\_\_\_  
Address as Prequalified

BY

\_\_\_\_\_  
Signature of Witness or Attest

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print or Type Signer's Name

\_\_\_\_\_  
Print or Type Signer's Name

*If Corporation, affix Corporate Seal*

**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN  
CERTIFICATION**

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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 PREQUALIFIED BIDDER**

Name of Prequalified Bidder

\_\_\_\_\_  
Individual Name

Trading and Doing Business As

\_\_\_\_\_  
Full name of Firm

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Prequalified Bidder, Individual

\_\_\_\_\_  
Print or Type Signer's Name

\_\_\_\_\_  
Print or Type Signer's Name

**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN  
CERTIFICATION**

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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 PREQUALIFIED BIDDER**

Name of Prequalified Bidder \_\_\_\_\_

Print or Type Name

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Prequalified Bidder, Individually

\_\_\_\_\_  
Print or type Signer's Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name



**DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER**

## Conditions for certification:

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

**DEBARMENT CERTIFICATION**

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

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

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

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

☐

Check here if an explanation is attached to this certification.

**Execution of Contract**

**Contract No: DB00463**

**County: Carteret County**

ACCEPTED BY THE DEPARTMENT

---

**Contract Engineer**

---

Date

EXECUTION OF CONTRACT AND BONDS  
APPROVED AS TO FORM:

---

**Division Engineer**

---

Date

Signature Sheet (Bid) - ACCEPTANCE SHEET