

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION 4

SMALL BUSINESS ENTERPRISE PROPOSAL

DATE AND TIME OF BID OPENING: July 28, 2026 AT 2:00 PM

CONTRACT ID: DD00518

WBS ELEMENT NO.: 50933.3.10, 50933.3.11

FEDERAL AID NO.: 5093310, 5093311

COUNTY: NASH AND WILSON COUNTIES

TIP NO.: BO-2404FA, BO-2404FB

ROUTE NO.: VARIOUS

LOCATION: VARIOUS LOCATIONS IN MUNICIPALITIES IN
NASH AND WILSON COUNTIES

TYPE OF WORK: TAP CURB RAMPS

NOTICE:

UNDER THE PROVISIONS OF THIS PROGRAM, A N.C. GENERAL CONTRACTOR'S LICENSE IS NOT REQUIRED AND CONTRACT PAYMENT AND CONTRACT PERFORMANCE BONDS IS NOT REQUIRED. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS, INCLUDING BUT NOT LIMITED TO, THOSE 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.

THIS IS A ROADWAY PROJECT.

BID BOND IS NOT REQUIRED.

NAME OF BIDDER

ADDRESS OF BIDDER

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. DD00518 IN NASH AND WILSON COUNTY, NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION,
WILSON, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **DD00518**; 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 thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to be bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal. Payment and performance bonds are not required on this project. 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 *2024 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 Contract No. **DD00518** in **Nash and Wilson Counties**, 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 2024* 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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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.

TRADITIONAL PAPER BIDS:

1. Small Business Enterprise bidders shall submit a SBE Application for Certification Form within the NC Online Certification System on the Department's website and have been approved by the Office of Economic Opportunity & Compliance prior to bidding. The SBE shall submit this form for approval at a minimum of one week prior to bidding.
2. Download the entire proposal from the Connect NCDOT website and return the entire proposal with your bid.
3. In accordance with Article 102-3 of the *Standard Specifications*, registration on the Interested Parties List is required unless SP1 G02 Interested Parties List Not Required provision is included in the proposal.
4. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
5. The Bidder shall submit a unit price for every item on the itemized proposal sheet. The unit prices for the various contract items shall be written in figures. Unit prices shall be rounded off by the Bidder to contain no more than FOUR decimal places.
6. An amount bid shall be entered on the itemized proposal sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount" column of the form.
7. The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
8. Changes to any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use correction fluid, correction tape or similar product to make corrections.
9. The bid shall be properly executed on the included **Execution of Bid – Non-collusion, Debarment and Gift Ban Certification** form. All bids shall show the following information:
 - a. Name of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.
Corporations that have a corporate seal shall include it on the bid, otherwise write your corporations name in the seal location.
 - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
 - c. Name, signature, and position or title of witness.
10. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
11. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
12. **THE PROPOSAL WITH THE ITEMIZED PROPOSAL SHEET ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL BE DELIVERED TO AND RECEIVED IN THE NCDOT DIVISION OFFICE, LOCATED AT 509 Ward Blvd., P.O. Box 3165 Wilson, NC 27895, BY 2:00 PM ON July 28, 2026.**
13. The sealed bid must display the following statement on the front of the sealed envelope:

QUOTATION FOR CONTRACT ID DD00518 – TAP CURB RAMPS AT VARIOUS LOCATIONS IN MUNICIPALITIES IN NASH AND WILSON COUNTIES TO BE OPENED AT 2:00 PM ON July 28, 2026.

As well as the following information:

- a. Name of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.
- b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.

- c. Address of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.
 - d. SAP Vendor Number of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.
 - e. Contractor License Number, if available, of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.
14. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**N. C. DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS, DIVISION 4**

**ATTN: Vickie P. Gardner
509 Ward Blvd., P.O. Box 3165
Wilson, NC 27895**

15. Questions should be emailed 7 calendar days prior to the bid opening to **Vickie P. Gardner** at **vpgardner@ncdot.gov**. Contact with any other NCDOT personnel concerning this project is strictly prohibited, unless otherwise noted, and may result in bids being considered non-responsive.

PROJECT SPECIAL PROVISIONS**GENERAL****MANDATORY PRE-BID CONFERENCE (Prequalifying To Bid):**

(7-18-06) (Rev. 3-25-13)

SPD 1-310

In order for all prospective bidders to have an extensive knowledge of the project, all prospective bidders shall attend a mandatory pre-bid conference at **10:00 AM on Monday, July 13, 2026.**

DIVISION OF HIGHWAYS-DIVISION 4
509 WARD BOULEVARD, WILSON, NC 27893
MAIN CONFERENCE ROOM, BUILDING 2A
252-640-6400

The pre-bid conference will include a thorough discussion of the plans, contract pay items, special provisions, etc.

Only bidders who have attended and properly registered at the above scheduled pre-bid conference and who have met all other prequalification requirements as outlined in the proposal will be considered prequalified to bid on this project. A bid received from a bidder who has not attended and properly registered at the above scheduled pre-bid conference will not be accepted and considered for award.

Attendance at the pre-bid conference will not meet the requirements of proper registration unless the individual attending has registered at the pre-bid conference in accordance with the following:

- (A) The individual has signed his name on the official roster prior to the above noted time for the beginning of the conference.
- (B) The individual has written in the name and address of the company he or she represents.
- (C) Only one company has been shown as being represented by the individual attending.
- (D) The individual attending is an officer or permanent employee of the company they are representing.

Any individual arriving after the official roster has been received by the Engineer will not be eligible to bid. Attendance at any prior pre-bid conference will not meet the requirement of this provision. This pre-bid conference will be held in conjunction with other TAP projects that will be let on the same date.

BOND REQUIREMENTS – No Bonds Required

(6-1-16)(Rev. 1-16-24)

SPD 01-420B

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

HAUL ROADS:

(7-16-24)

105

SP1 G04

Revise the *Standard Specifications* as follows:

Page 1-45, Article 105-15 RESTRICTION OF LOAD LIMITS, line 31, add the following after second sentence of the second paragraph:

At least 30 days prior to use, the Contractor shall notify the Engineer of any public road proposed for use as a haul road for the project.

BUILD AMERICA, BUY AMERICA (BABA):

(11-15-22)(Rev. 4-21-26)

106

SP1 G05 B

Revise the *Standard Specifications* as follows:

Page 1-47 and 1-48, Article 106-1 GENERAL REQUIREMENTS, lines 30-47 and 1-49, delete and replace Article 106-1 with the following:

106-1 MATERIALS AND MANUFACTURING**(A) General Requirements**

The Contractor shall furnish materials that conform to all contract requirements, are suitable for their intended use, and are free from defects. All materials used in the work shall meet the requirements of the contract and shall be subject to inspection, test, or rejection by the Engineer. All materials permanently incorporated into the completed work shall be new, unless otherwise specified in the contract or as approved by the Engineer.

The Contractor is responsible for selecting, procuring, and delivering materials of the types and quantities necessary to perform the work and meet contract requirements. Delays in material delivery or quality control do not relieve the Contractor of obligations for schedule or quality.

All materials incorporated into the work shall be approved before use. Approval is based on testing, certification, or both, as required by the contract. Department review or acceptance does not relieve the Contractor of responsibility for material compliance. The Department may inspect, sample, and test materials at any time before, during, or after installation.

Materials shall be handled, stored, and protected to prevent damage, contamination, or deterioration. Materials determined to be defective, damaged, contaminated, or otherwise not in compliance shall be rejected and promptly removed from the project.

To facilitate inspection and testing, the Contractor shall furnish a complete statement of origin for all materials, including certifications or samples when requested. This information shall be submitted to the Materials and Tests Unit when required by the contract or as directed by the Engineer, in advance of fabrication, shipment, or use to allow for appropriate inspection.

The Contractor shall furnish Safety Data Sheets (SDS) for all paints and hazardous chemicals proposed for use on the project, in accordance with the North Carolina Hazard Communication Standard, 29 CFR 1910.1200 and NCGS § 95-174.

The Contractor shall provide access, equipment, means and assistance for the verification and calibration of any devices used in testing, measurement, or documentation of materials.

If the Contractor proposes to use materials from local deposits not identified in the contract, the Contractor shall be responsible for preliminary sampling, source approval, and production of acceptable material. Preliminary samples shall be furnished at no cost to the Department. If requested in writing, the Department may perform sampling, with costs to be charged to the Contractor as determined by the Engineer.

Sampling or testing by the Department does not constitute pre-approval or acceptance of material. The Contractor remains responsible for ensuring quality and uniformity of all materials produced or delivered, including those from local deposits. The Contractor shall indemnify and hold harmless the Department from any claims, costs, or damages related to the development or use of such sources, including, but not limited to, failure to meet quantity or quality requirements.

Materials covered by Subarticles 106-1(B) and 106-1(C) shall comply with applicable domestic content requirements, including those for iron and steel, construction materials, and manufactured products.

(B) Domestic Material Requirements

Domestic material requirements apply to iron and steel products permanently incorporated into any project in accordance with 23 U.S.C. § 313, 23 CFR 635.410, and NCGS § 136-28.7. Construction materials and manufactured products permanently incorporated into the work are subject to domestic-content requirements only on Federal-aid projects, in accordance with 23 U.S.C. § 313, Build America Buy America Act (IIJA § 70914), 2 CFR 184, and as implemented for the Federal-aid highway program through 23 CFR Part 635.410.

All iron or steel products, construction materials, and manufactured products subject to domestic content requirements shall be of domestic origin and meet the applicable requirements of the contract based on the project's funding source.

Before any materials are delivered to the project, the Contractor shall submit a notarized letter acknowledging their understanding of the domestic material requirements for the specific contract. This acknowledgment is a contract-level affirmation that the Contractor is responsible for ensuring that no iron or steel product, construction material, or manufactured product subject to domestic content requirements is permanently incorporated into the work without the required certification. This acknowledgment does not substitute for product-level certifications from the manufacturer or supplier. The Department reserves the right to deny or recover payment for any material incorporated into the work without valid documentation.

For iron and steel, all manufacturing processes must occur in the United States.

For construction materials, all manufacturing processes must occur in the United States.

For manufactured products, final assembly must occur in the United States.

Before any iron or steel product, construction material, or manufactured product subject to domestic content requirements is eligible for payment, the Contractor shall submit a certification from the manufacturer or supplier confirming compliance with the applicable regulations. A separate certification is required for each shipment or delivery and must clearly identify the items covered, linked to the associated bill of lading, invoice, or packing list.

The Contractor shall ensure that all required certifications from the manufacturer or supplier are obtained and submitted to the Engineer prior to payment for any iron or steel product, construction material, or manufactured product subject to domestic content requirements. The Engineer will retain documentation in accordance with Department procedures. Compliance with domestic material requirements is the responsibility of the Contractor, based on certifications and documentation provided by the manufacturer or supplier.

(C) Material Category Requirements

(1) Iron and Steel Products

Items are considered iron or steel products if they consist wholly or predominantly of iron or steel. Predominantly means the cost of iron or steel components exceeds 50% of the total cost of all product components.

All steel and iron products that are permanently incorporated into the work shall be produced in the United States. This includes any such item that is melted, cast, rolled, formed, shaped, drawn, extruded, forged, fabricated, finished or otherwise processed in the manufacture of the product. Coatings applied to iron and steel products shall also be applied in the United States.

A minimal amount of foreign iron or steel products may be permitted provided the total value of such foreign material, as delivered to the project, does not exceed 0.1% of the total contract cost or \$2,500, whichever is greater. Documentation establishing the value of the foreign material shall be submitted when requested. This allowance is intended only for incidental quantities that may arise despite good-faith compliance efforts and may not be used to intentionally procure foreign iron or steel.

Domestically produced high-strength fasteners are required, and foreign-produced high-strength fasteners are not permitted under any circumstance.

Raw materials such as pig iron, processed pelletized iron ore, and reduced iron ore may be sourced internationally; however, all manufacturing processes to produce the final product, including coatings, must occur within the United States.

(2) Construction Materials

Construction materials shall consist of a single, listed material type permanently incorporated into the work as defined in 2 CFR 184.3. The following are classified as construction materials:

- (a) Non-ferrous metals (such as aluminum, copper, and zinc);
- (b) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (c) Glass (including optical glass);
- (d) Fiber optic cable (including drop cable);
- (e) Optical fiber;
- (f) Lumber;
- (g) Engineered wood;
- (h) Drywall

For construction materials, all manufacturing processes must occur in the United States. If a construction material is combined with other materials, components, or features to form a product with new properties or functions, it shall be classified as a manufactured product.

Minor additions such as binding agents, dyes, or adhesives that do not materially alter the item's properties do not affect classification.

(3) Manufactured Products

Manufactured products are articles, materials, or supplies that are made by combining one or more materials to create a product with new or different properties, functions, or uses. This includes items that incorporate multiple components, materials, or assemblies and cannot be classified as a single listed construction material.

Final assembly of all manufactured products must occur in the United States. Certification must address the product as a whole, including all incorporated components.

Items that meet the definition of construction materials or iron and steel products shall not be reclassified as manufactured products.

(4) Materials Not Subject to Domestic Content Requirements

The following materials are not subject to domestic content requirements and do not require certification, as identified below:

(a) Materials Excluded by Federal Statute or Regulation

The following materials are excluded from domestic content requirements under applicable Federal law or regulation:

- (i) Cement and cementitious materials
- (ii) Aggregates such as stone, sand, or gravel
- (iii) Aggregate binding agents or additives

(b) Materials Not Permanently Incorporated into the Work

Materials that are not permanently incorporated into the completed project are not subject to domestic content requirements. Materials are not permanently incorporated when they are used solely to facilitate construction activities and do not perform an

ongoing structural, operational, or functional role after construction is complete. Determinations regarding whether a material is permanently incorporated will be made by the Engineer.

(D) Classification and Clarification of Materials

All items subject to domestic content requirements shall be classified as either an iron or steel product, construction material, manufactured product, or a material not subject to domestic content requirements based on their final form as delivered to the project site. Each item may be classified into only one category and shall not be reclassified to avoid more stringent requirements. Classification of a manufactured product does not relieve the Contractor of compliance with iron and steel domestic manufacturing requirements applicable to embedded iron or steel components when required by Federal law or regulation. When an item's classification is uncertain or does not clearly fall within the listed categories, the Contractor shall submit the item for review by the Engineer. Approval must be obtained prior to procurement or incorporation into the project.

CONTRACT TIME AND LIQUIDATED DAMAGES:

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

108

SP1 G10 A

The date of availability for this contract is **August 31, 2026**.

The completion date for this contract is **August 27, 2027**.

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 **Six Hundred Dollars (\$600.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

(9-21-21)

108

SP1 G14 M

For each curb ramp location on a continuous pedestrian facility, the Contractor shall complete all work required of that curb ramp location as shown in the plans.

The date of availability for each individual intermediate contract time is the date when the Contractor elects to sever the existing continuous pedestrian facility.

The completion date for each individual intermediate contract time is the date which is **seven (7)** consecutive calendar days after and including the date of availability.

For each curb ramp location on a continuous pedestrian facility, the liquidated damages are **Two Hundred and Fifty Dollars (\$250.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 B

The Contractor shall not narrow or close a lane of traffic on **ANY ROAD**, detain and /or alter the traffic flow on or during holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **6:30 a.m.** December 31st and **8:00 p.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **8:00 p.m.** the following Tuesday.
3. For Easter, between the hours of **6:30 a.m.** Thursday and **8:00 p.m.** Tuesday.
4. For Memorial Day, between the hours of **6:30 a.m.** Friday and **8:00 p.m.** Wednesday.
5. For **Independence Day**, between the hours of **6:30 a.m.** the Friday before the week of Independence Day and **8:00 p.m.** the following Monday after the week of Independence Day.
6. For **Labor Day**, between the hours of **6:30 a.m.** Friday and **8:00 p.m.** Wednesday.
7. For **Thanksgiving Day**, between the hours of **6:30 a.m.** Tuesday and **8:00 p.m.** Monday.
8. For **Christmas**, between the hours of **6:30 a.m.** the Friday before the week of Christmas Day and **8:00 p.m.** the following Tuesday after the week of Christmas.

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

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

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

The liquidated damages are **One Hundred Dollars (\$100.00)** per hour.

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)(Rev. 1-16-24)

108-6

SP1 G34

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

SMALL BUSINESS ENTERPRISE:

(4-19-22)

SP1 G73

This contract let pursuant to the Small Business Enterprise provisions of N.C. General Statute §136-28.10. In accordance with N.C. General Statute §136-28.10, an award in a contract may be for an amount less but shall not exceed \$1,000,000 per year. No payments in excess of this amount will be disbursed, in accordance with the Statute.

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.

RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:

(11-17-20)

SP01 G090

All telecommunications, video or other ITS equipment or services installed or utilized on this project must be in conformance with UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS **2 CFR, § 200.216**
Prohibition on certain telecommunications and video surveillance services or equipment.

USE OF UNMANNED AIRCRAFT SYSTEM (UAS):

(8-20-19)(Rev. 3-17-26)

SP1 G092

The Contractor shall adhere to all Federal, State and Local regulations and guidelines for the use of Unmanned Aircraft Systems (UAS). This includes but is not limited to US 14 CFR Part 107, NC GS 15A-300, American Security Drone Act of 2023 (ASDA), Office of Management and Budget (OMB) Memorandum M-26-02, all FAA rules, regulations and policies and all NCDOT UAS Policies. The required operator certifications include possessing a current Federal Aviation Administration (FAA) Remote Pilot Certificate, as well as operating a UAS registered with the FAA.

All UAS operations shall be approved by the Engineer prior to beginning the operations.

All contractors or subcontractors operating UAS shall have UAS specific general liability insurance to cover all operations under this contract.

The use of UAS is at the Contractor's discretion. No measurement or payment will be made for the use of UAS. In the event that the Department directs the Contractor to utilize UAS, payment will be in accordance with Article 104-7 Extra Work.

EQUIPMENT IDLING GUIDELINES:

(1-19-21)

107

SP1 G096

Exercise reduced fuel consumption and reduced equipment emissions during the construction of all work associated with this contract. Employees engaged in the construction of this project should turn off vehicles when stopped for more than thirty (30) minutes and off-highway equipment should idle no longer than fifteen (15) consecutive minutes.

These guidelines for turning off vehicles and equipment when idling do not apply to:

1. Idling when queuing.
2. Idling to verify the vehicle is in safe operating condition.
3. Idling for testing, servicing, repairing or diagnostic purposes.
4. Idling necessary to accomplish work for which the vehicle was designed (such as operating a crane, mixing concrete, etc.).
5. Idling required to bring the machine system to operating temperature.
6. Emergency vehicles, utility company, construction, and maintenance vehicles where the engines must run to perform needed work.
7. Idling to ensure safe operation of the vehicle.
8. Idling when the propulsion engine is providing auxiliary power for other than heating or air conditioning. (such as hydraulic systems for pavers)

9. When specific traffic, safety, or emergency situations arise.
10. If the ambient temperature is less than 32 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants (e.g. to run the heater).
11. If the ambient temperature is greater than 90 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants of off-highway equipment (e.g. to run the air conditioning) no more than 30 minutes.
12. Diesel powered vehicles may idle for up to 30 minutes to minimize restart problems.

Any vehicle, truck, or equipment in which the primary source of fuel is natural gas or electricity is exempt from the idling limitations set forth in this special provision.

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.

PROJECT SPECIAL PROVISIONS**ROADWAY****PATCHING EXISTING PAVEMENT:**

(1-15-02) (Rev. 1-16-24)

610

SP6 R88 (revised)

Description

Patch the areas that, in the opinion of the Engineer, need repairing or are removed under the Removal of Asphalt pay item. The areas to be patched will be delineated by the Engineer prior to the Contractor performing repairs.

Materials

The patching consists of Asphalt Concrete Base Course, Asphalt Concrete Intermediate Course, Asphalt Concrete Surface Course, or a combination of base, intermediate and surface course.

Construction Methods

Remove existing pavement at locations directed by the Engineer in accordance with Section 250 of the *Standard Specifications*.

Place Asphalt Concrete Base Course in lifts not exceeding 5.5 inches. Utilize compaction equipment suitable for compacting patches as small as 3.5 feet by 6 feet on each lift. Use an approved compaction pattern to achieve proper compaction. If patched pavement is to be open to traffic between December through March of the following year, use Asphalt Concrete Intermediate Course or Asphalt Concrete Surface Course as the top layer of the patch.

Schedule operations so that all areas where pavement has been removed will be repaired on the same day of the pavement removal and all lanes of traffic restored.

Measurement and Payment

Patching Existing Pavement will be measured and paid as the actual number of tons of asphalt plant mix complete in place that has been used to make completed and accepted repairs. The asphalt plant mixed material will be measured by being weighed in trucks on certified platform scales or other certified weighing devices. The above price and payment will be full compensation for all work covered by this provision, including but not limited to removal and disposal of all types of pavement; furnishing and applying tack coat; furnishing, placing, and compacting of asphalt plant mix; and furnishing scales.

There will be no additional payment for *Asphalt Binder for Plant Mix* for each grade required.

Payment will be made under:

Pay Item

Patching Existing Pavement

Pay Unit

Ton

RAILROAD RIGHT-OF-WAY:

The Contractor shall not store equipment or materials or perform any work within 50 feet of the railroad tracks.

REMOVAL AND DISPOSAL OF CONCRETE:

Excavation of any existing concrete components in association with this contract shall include removal and disposal of concrete.

DETECTABLE WARNING SURFACE AT CURB RAMPS:

(8-19-25)

848

SP8 R52A

Description

Install detectable warning surface at curb ramps as shown in the plans or as directed by the Engineer, in accordance with Section 848 of the *Standard Specifications* and this special provision.

Materials

Detectable warning surface materials shall consist of raised truncated domes found on the NCDOT APL, meet the requirements of Article 848-2 of the *Standard Specifications* and be capable of being affixed to or anchored in the concrete sidewalk, including green concrete defined as concrete that has set but not appreciably hardened, cured concrete, or asphalt pavement. Surface applied such as glued or stick down applications are prohibited for permanent installations unless approved by the Engineer.

The detectable warning surface shall be uniform in color and texture, be free of cracks or other defects. The color shall be an approximate visual match to the color specified in the contract or as approved by the Engineer.

Construction Methods

Install all detectable warning surface in accordance with the manufacturer's recommendations, Article 848-3 of the *Standard Specifications* and as approved by the Engineer. Ensure the surface is free of debris and irregularities prior to placing the detectable warning on the surface. Place in fresh concrete, before the concrete has reached initial set, or on a hardened cement concrete surface or asphalt pavement surface. Secure permanent installations with mechanical fasteners. No cutting of the coated colored truncated domes is allowed. Embossing or stamping the wet concrete to achieve the truncated dome pattern or using a mold into which a catalyst-hardened material is applied is not allowed. Detectable warning surfaces shall be 24 inches in the direction of travel and extend the full width of the flush surface. The detectable warning surface shall show no

appreciable fading, lifting or shrinkage and fit contours, breaks and faults of concrete and asphalt surfaces and show no significant tearing, rollback, lifting or other signs of poor adhesion.

Remove and replace any damaged or misaligned detectable warning surfaces and repair any damage to adjacent facilities prior to final acceptance at no cost to the Department. The finished installation shall meet all applicable ADA and Public Right-of-Way Accessibility Guidelines (PROWAG) requirements for placement, orientation, surface condition, and visual contrast.

Measurement and Payment

The detectable warning surface at curb ramps are incidental to *Concrete Curb Ramps, Retrofit Existing Curb Ramps*, and/or *Remove and Replace Curb Ramps* in accordance with Article 848-4 of the *Standard Specifications*.

REMOVE AND REPLACE 2'-6" CONCRETE CURB & GUTTER:

(6-27-07)(Rev. 11-19-24)

846

SPI 8-54

Description

Remove existing concrete curb & gutter and replace with 2'-6" concrete curb & gutter in accordance with Section 846 of the *Standard Specifications*, the plans, this special provision and as directed by the Engineer.

Construction Methods

All work for this item shall be in accordance with Section 846 of the *Standard Specifications* with the following exception:

Disposal of existing 2'-6" concrete curb & gutter in accordance with federal, state and local regulations will be incidental to the work.

Measurement and Payment

Remove and Replace 2'-6" Concrete Curb & Gutter will be measured and paid for in units of linear feet for the actual number of linear feet that have been completed and accepted. Such price and payment includes, but is not limited to, providing all materials, removal and disposal of existing curb & gutter, excavating and backfilling, forming, placing all concrete, finishing, constructing and sealing joints, and all incidentals necessary to complete the work.

Payment will be made under:

Pay Item

Remove and Replace 2'-6" Concrete Curb & Gutter

Pay Unit

Linear Foot

REMOVE 2'-6" CONCRETE CURB & GUTTER:

(11-19-24)

1660

SPI 8-55

Description

Remove existing 2'-6" concrete curb & gutter in accordance with the plans, this special provision and as directed by the Engineer.

Construction Methods

Sawcut, break up, remove and satisfactorily dispose of the existing 2'-6" concrete curb & gutter to the nearest concrete joint within the limits shown in the plans or as directed by the Engineer. Backfill with suitable soil and seed and mulch the disturbed area in accordance with Section 1660 of the *Standard Specifications*.

In locations where curb and gutter removal is to address ADA curb ramp compliance, sidewalks, curb ramps, and other flatwork will be paid for as found elsewhere in the contract. Such locations will be indicated on the plans or directed by the Engineer.

Dispose of existing 2'-6" concrete curb & gutter in accordance with federal, state and local regulations will be incidental to the work.

Measurement and Payment

Remove 2'-6" Concrete Curb & Gutter will be measured and paid for in units of linear feet for the actual number of linear feet that have been completed and accepted. Such price and payment includes, but is not limited to, providing all materials, removal and disposal of existing curb & gutter, excavating and backfilling, seeding, mulching the disturbed area, and all incidentals necessary to complete the work. Required sidewalks, curb ramps, and other flatwork installed in lieu of backfilling with soil will be paid for as found elsewhere in the contract.

Payment will be made under:

Pay Item

Remove 2'-6" Concrete Curb & Gutter

Pay Unit

Linear Foot

REMOVE AND REPLACE 4" CONCRETE SIDEWALK:

(11-19-24)

848

SPI 8-56

Description

Remove and replace existing 4" concrete sidewalk in accordance with Section 848 of the *Standard Specifications*, the plans, this special provision and as directed by the Engineer.

Construction Methods

All work for this item shall be in accordance with Section 848 of the *Standard Specifications* with the following exception:

Disposal of existing 4" concrete sidewalk in accordance with federal, state and local regulations will be incidental the work.

Measurement and Payment

Remove and Replace 4" Concrete Sidewalk will be measured and paid for in units of square yards. Such price and payment will be full compensation for removal and disposal of existing sidewalk, excavating, backfilling, forming, placing all concrete, finishing, constructing and sealing joints, and all incidentals necessary to complete the work.

Payment will be made under:

Pay Item

Remove and Replace 4" Concrete Sidewalk

Pay Unit

Square Yard

REMOVE 4" CONCRETE SIDEWALK:

(11-19-24)

1660

SPI 8-57

Description

Remove existing 4" concrete sidewalk in accordance with the plans, this special provision and as directed by the Engineer.

Construction Methods

Sawcut, break up, remove, and satisfactorily dispose of the existing 4" concrete sidewalk to the nearest concrete joint within the limits shown in the plans or as directed by the Engineer. Backfill with suitable soil and seed and mulch the disturbed area in accordance with Section 1660 in the *Standard Specifications*.

In locations where sidewalk removal is to address ADA curb ramp compliance, sidewalks, curb ramps, and other flatwork will be paid for as found elsewhere in the contract. Such locations will be indicated on the plans or as directed by the Engineer.

Disposal of existing 4" concrete sidewalk in accordance with federal, state and local regulations will be incidental to the work.

Measurement and Payment

Remove 4" Concrete Sidewalk will be measured and paid in units of square yards. Such price and payment will be full compensation for removal and disposal of the existing sidewalk, backfilling, seeding, mulching the disturbed area, and all other incidentals necessary to complete the work. Required sidewalks, curb ramps, and other flatwork installed in lieu of backfilling with soil will be paid for as found elsewhere in the contract.

Payment will be made under:

Pay Item

Remove 4" Concrete Sidewalk

Pay Unit

Square Yard

REMOVE CONCRETE CURB RAMPS:

(11-19-24)

1660

SPI 8-59

Description

Remove existing concrete curb ramps in accordance with the plans, this special provision and as directed by the Engineer.

Construction Methods

Sawcut, break up, remove, and satisfactorily dispose of the existing concrete curb ramps and curb cut, including the curb cut transitions, to the nearest concrete joint within the limits shown in the plans or as directed by the Engineer. Backfill with suitable soil and seed and mulch the disturbed area in accordance with Section 1660 in the *Standard Specifications*. The existing curb cut and curb cut transitions will be replaced with curb and gutter to match the existing conditions and will be paid for as found elsewhere in the contract.

In locations where sidewalk removal is to address ADA curb ramp compliance, sidewalks, curb ramps, and other flatwork will be paid for as found elsewhere in the contract. Such locations will be indicated on the plans or as directed by the Engineer.

Disposal of existing concrete curb ramp in accordance with federal, state and local regulations will be incidental to the work.

Measurement and Payment

Remove Concrete Curb Ramps will be measured and paid in units of each. Such price and payment will be full compensation for removal and disposal of the existing curb ramp, curb cut, curb cut transitions, backfilling, seeding, mulching the disturbed area, and all other incidentals necessary to complete the work. Required sidewalks, curb ramps, and other flatwork installed in lieu of backfilling with soil will be paid for as found elsewhere in the contract.

Payment will be made under:

Pay Item

Remove Concrete Curb Ramps

Pay Unit

Each

RETROFIT EXISTING CONCRETE CURB RAMPS:

(9-17-24)

848

Div

Description

Construct in accordance with Section 848, except detectable warnings shall be of one of the

following materials: engineered plastics, rubber or composite tile applied directly to the curb ramps by incorporating into the concrete of the curb ramps unless otherwise approved by the Engineer. Surface mounted rubber mats, brick, steel and stamped concrete pavers will not be accepted.

ADJUSTMENT OF MANHOLES, METER BOXES, AND VALVE BOXES:

(7-1-95)(Rev. 1-16-24)

858

SP8 R97R

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

6" REINFORCED CONCRETE CURB RAMPS:

Description

Construct 6" thick concrete curb ramps reinforced with ½" diameter steel rods spaced 12" on center, in accordance with the plans, Section 848 and 425 of the Standard Specifications, and as directed by the Engineer.

Materials

Concrete shall meet the requirements of Section 1000 of the 2024 Standard Specifications.

Reinforcing steel rods shall meet the requirements of Section 1070 of the 2024 Standard Specifications.

Measurement and Payment

Reinforced Concrete Curb Ramps will be measured and paid for in units of each. Such price includes, but is not limited to, excavating and backfilling, sawing the existing sidewalk or driveway, furnishing and placing concrete, curb and gutter, reinforcing steel rods, constructing and sealing joints, furnishing and installing truncated domes shown in the Roadway Standard Drawings, and other incidentals as needed.

Pay Item

6" Reinforced Concrete Curb Ramps

Pay Unit

Each

6" REINFORCED CONCRETE SIDEWALK:

Description

Construct 6" thick concrete sidewalk reinforced with ½" diameter steel rods spaced 12" on center, in accordance with the plans, Section 848 and 425 of the Standard Specifications, and as directed by the Engineer.

Materials

Concrete shall meet the requirements of Section 1000 of the 2024 Standard Specifications.

Reinforcing steel rods shall meet the requirements of Section 1070 of the 2024 Standard Specifications.

Measurement and Payment

6" Reinforced Concrete Sidewalk will be measured and paid for in square yards, measured along the surface of the completed and accepted work. Such price includes, but is not limited to, excavating and backfilling, sawing the existing sidewalk, furnishing and placing concrete and reinforcing steel rods, constructing and sealing joints, and other incidentals as needed.

Pay Item

6" Reinforced Concrete Sidewalk

Pay Unit

Square Yards

ELECTRONIC TICKETING SYSTEM:

(7-16-24)(Rev. 12-17-24)

1020

SP10 R20

Description

At the contractor's option, the use of an electronic ticketing system for reporting individual and cumulative asphalt material deliveries may be utilized on this project. At the preconstruction conference, the contractor shall notify the Engineer if they intend to utilize an electronic ticketing system for reporting individual and cumulative asphalt material deliveries to the project.

Electronic Ticketing Requirements

- a. The electronic ticketing system must be fully integrated with the load read-out system at the plant. The system shall be designed so data inputs from scales cannot be altered by either the Contractor or the Department.
- b. Material supplier must test to confirm that ticketing data can be shared from the originating system no less than 30 days prior to project start.
- c. After each truck is loaded, ticket data must be electronically captured, and ticket information uploaded via Application Programming Interface (API) to the Department.
- d. Obtain security token from NCDOT for access to E-Ticketing portal (to send tickets). To request a Security Key, fill out the below E-Ticketing Security Request Form: <https://forms.office.com/g/XnT7QeRtgt>
- e. Obtain API from NCDOT containing the required e-ticketing data fields and format. Download the API from the NCDOT E-ticketing Webpage: <https://connect.ncdot.gov/projects/construction/E-Ticketing/Pages/default.aspx>
- f. Provide all ticket information in real time and daily summaries to the Department's designated web portal. If the project contains locations with limited cellular service, an alternative course of action must be agreed upon.
- g. Electronic ticketing submissions must be sent between the Material Supplier and the Department.

h. The electronic ticket shall contain the following information:

Date
Contract Number
Supplier Name
Contractor Name
Material
JMF
Gross Weight
Tare Weight
Net Weight
Load Number
Cumulative Weight
Truck Number
Weighmaster Certification
Weighmaster Expiration
Weighmaster Name
Facility Name
Plant Certification Number
Ticket Number
Hauling Firm (optional)
Voided Ticket Number (if necessary)
Original Ticket Number (if necessary)
Supplier Revision (If necessary)

The Contractor/supplier can use the electronic ticketing system of their choice to meet the requirements of this provision.

Measurement and Payment

No measurement or payment will be made for utilizing an electronic ticketing system as the cost of such shall be included in the contract price bid for the material being provided.

WORK ZONE INSTALLER:

(7-20-21)(Rev. 4-21-26)

1101

SP11 R04

Revise the *Standard Specifications* as follows:

Page 11-4, Article 1101-14 WORK ZONE INSTALLER, lines 25-26, delete the first sentence of the first paragraph and replace with the following:

When temporary traffic control consists of more than flagging operations, the Contractor shall provide the service of at least one qualified work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way.

CONES:

(3-19-24)

1135

SP11 R35

Revise the *Standard Specifications* as follows:

Page 11-11, Article 1135-3 CONSTRUCTION METHODS, lines 19-20, delete the third sentence of the first paragraph, "Do not use cones in the upstream taper of lane or shoulder closures for multi-lane roadways."

FLAGGERS:

(12-17-24)(Rev. 12-23-25)

1150

SP11 R50

Revise Section 1150 of the *Standard Specification* as follows:

Page 11-13, Article 1150-1, DESCRIPTION, add the following after line 31:

Alternatively, at the discretion of the Contractor, the Contractor may furnish, install, place in operation, repair, maintain, relocate, and remove remotely controlled Automated Flagging Assistance Devices (AFAD) or Temporary Portable Traffic Signal units (PTS units) to assist, supplement, or replace human flaggers for one-lane, two-way traffic maintenance during construction in accordance with this provision and the *Standard Specifications*.

For the purpose of this provision, an "approach" refers to a single lane of traffic moving in one direction toward a point of control or work zone. Flaggers, AFAD and PTS units are only used to control one lane of approaching traffic in a specific direction.

Page 11-13, Article 1150-2, MATERIALS, add the following after line 34:

Provide documentation to the Engineer that the AFAD or PTS units meets or exceeds the requirements of this special provision and is on the NCDOT APL or ITS and Signals QPL.

(A) Automated Flagging Assistance Devices (AFAD)

(1) AFAD General

Cover the automated gate arm with Department approved Type VII, VIII or IX retroreflective sheeting of vertical alternating red and white stripes at 16 inch intervals measured horizontally. When the gate arm is in the down position the minimum vertical aspect of the arm and sheeting shall be 4 inches. The retroreflectorized sheeting shall be on both sides of the gate arm. With the AFAD parked or positioned 2 feet outside or in a location deemed acceptable for the lane being controlled, the gate arm shall reach at least to the center of the lane but shall not exceed the width of the lane being controlled.

Design the system to be fail-safe. Provide a conflict monitor, malfunction monitoring unit, or similar device that monitors for malfunctions and prevents the display of conflicting indications. This system shall be electronic and operated by remote control.

(2) AFAD Type I System: RED/YELLOW

Provide a Red/Yellow AFAD with at least one set of CIRCULAR RED and CIRCULAR YELLOW lenses in a vertical configuration that are 12 inches in diameter. The bottom of the housing (including brackets) shall be at least 7 feet (2.1 meters) above the pavement.

This system is required to have yellow 12 inch aluminum or polycarbonate vehicle signal heads with 10 inch tunnel visors, backplates, and Light Emitting Diode (LED) modules. Provide signal heads, backplates, and LED modules listed on the ITS and Signals QPL available on the Department's website.

Provide an automated gate arm on the AFAD that descends to a down position across the approaching lane of traffic when the steady CIRCULAR RED lens is illuminated and then ascends to an upright position when the flashing CIRCULAR YELLOW lens is illuminated. The automated gate arm is to be designed such that if a motorist pulls underneath the gate arm while lowering, no damage to the vehicle occurs.

A STOP HERE ON RED (R10-6 or R10-6a) sign shall be installed on the right-hand side of the approach at the point at which drivers are expected to stop when the steady CIRCULAR RED lens is illuminated.

To stop traffic, the AFAD shall transition from the flashing CIRCULAR YELLOW lens by initiating a minimum 5 second steadily illuminated CIRCULAR YELLOW lens followed by the CIRCULAR RED lens.

Once the CIRCULAR RED lens is displayed, the system is to have a minimum 2 second delay between the time the steady CIRCULAR RED is displayed and the time the gate arm begins to lower. The maximum delay between CIRCULAR RED and the time the gate arm lowers is 4 seconds. To permit stopped road users to proceed, the AFAD shall display the flashing CIRCULAR YELLOW lens and the gate arm shall be placed in the upright position.

Ensure the system monitors for a lack of yellow or red signal voltage, total loss of indication in any direction, presence of multiple indications on any approach and low power conditions.

Additional sets of CIRCULAR RED and CIRCULAR YELLOW lenses located over the roadway or on the left side of the approach and operated in unison with the primary set, may be used to improve visibility of the AFAD. If the set of lenses is located over any portion of the roadway that can be used by motor vehicles, the bottom of the housing (including brackets) shall be at least 15 feet (4.6 meters) above the pavement.

(3) AFAD Type II System: STOP/SLOW

Provide STOP/SLOW signs that are octagonal in shape, made of rigid material, and at least 36 inch x 36 inch in size. Letters shall be a minimum of 8 inches high. The STOP face shall have a red background with white letters and border.

The SLOW face shall be diamond shaped, orange, or yellow background with black letters and border. Cover both faces in a Department approved Type VII, VIII or IX retroreflective

sheeting. The minimum mounting height for the sign faces shall be 7 feet above the pavement to the bottom of the sign.

The AFAD's STOP/SLOW signs shall be supplemented with active conspicuity devices by incorporating a stop beacon (red lens) and a warning beacon (yellow lens). The stop beacon shall be no more than 24 inches above the STOP face. Mount the warning beacon no more than 24 inches above or beside of the SLOW face. Except for the mounting locations, the beacons shall conform to the provisions of Chapter 4L of the MUTCD and have 12 inch signal lenses.

Strobe/flashing lights are an acceptable alternative to flashing beacons. If utilized, they shall be either white or red flashing lights located within the STOP face and white or yellow flashing lights within the SLOW face and conform to the provisions of Chapter 6D of the MUTCD. If used, the lens diameter shall be a minimum of 5 inches with a minimum height of 6 inches. Equip strobes/flashing lights for both dual and quad flash patterns.

Type B warning lights shall not be used in lieu of the beacons or the strobe lights.

The faces of the AFADs STOP/SLOW sign may include louvers. If louvers are used, design the louvers such that the aspect of the sign face to approaching traffic is a full sign face at a distance of 50 feet or greater.

A WAIT ON STOP (R1-7) sign and a GO ON SLOW (R1-8) sign shall be displayed to traffic approaching the AFAD. Position signs on the same support structure as the AFAD. Both signs shall have black legends and borders on white Type III sheeting backgrounds. Each of these signs shall be rectangular in shape and be at least 24 inch x 30 inch size with letters at least 6 inches high.

Provide an automated gate arm on the AFAD that descends to a down position across the approaching lane of traffic when the STOP face is displayed and then ascends to an upright position when the SLOW face is displayed.

The automated gate arm is to be designed such that if a motorist pulls underneath the gate arm while lowering, no damage to the vehicle occurs.

A STOP HERE ON RED (R10-6 or R10-6a) sign shall be installed on the right-hand side of the approach at the point at which drivers are expected to stop when the STOP face is displayed.

When approaching motorists are to proceed, display the SLOW face and the warning beacon or strobes are to flash on the AFAD. When approaching motorists are will be stopped, display the STOP face and the stop beacon or strobes are to flash on the AFAD.

To stop traffic, the AFAD will transition from the SLOW face to the STOP face by initiating a minimum 5 second change cycle. First, the warning beacon is to be steadily illuminated for the change cycle. If strobes are used in lieu of a warning beacon, they are to be placed in the quad flash pattern. At the end of the change cycle, the STOP face is to be displayed with the stop beacon flashing and the warning beacon

or strobes are to stop flashing. Once the STOP face is displayed, the system is to have a minimum 2 second delay between the time the STOP face is displayed and the time the gate arm begins to lower. The maximum delay between the time the STOP face is displayed and the time the gate arm lowers is 4 seconds.

To permit stopped road users to proceed, the gate arm shall be placed in the upright position and the AFAD shall display the SLOW face and the warning beacon or strobes are to flash in the dual flash pattern.

Do not flash the stop beacon when the SLOW face is displayed, and do not flash the warning beacon when the STOP face is displayed.

(B) Portable Traffic Signals (PTS) Units

Provide PTS units with at least one set of CIRCULAR RED, CIRCULAR YELLOW, and CIRCULAR GREEN lenses in a vertical configuration that are 12 inch diameter aluminum or polycarbonate vehicle signal heads with 10 inch tunnel visors, backplates, and Light Emitting Diode (LED) modules. All signal heads, tunnel visors, and backplates shall be yellow in color.

The bottom of the housing (including brackets) shall be at least 7 feet above the pavement for single set units. Additional signal heads on units with more than one signal head shall be capable of extending over the travel lane.

Communication Requirements

All PTS units within the signal set up systems shall maintain communication at all times by either hardwire cable or wireless radio link communication. If the hardwire cable communication is utilized the communication cable shall be deployed in a manner that will not intrude in the direct work area of the project or obstruct vehicular and pedestrian traffic. Utilize radio communication with 900MHz frequency band and frequency hopping capability. The radio link communication system shall have a minimum range of 1 mile.

Fault Mode Requirements

Revert PTS units to a flashing red mode upon system default unless otherwise specified by the Engineer. Equip the PTS units with a remote monitoring system. Where cell communication availability exists, the remote monitoring system shall adhere to the remote monitoring system section of this provision.

Remote Monitoring System

The remote monitoring system (RMS) shall be capable of reporting signal location, battery voltage / battery history and system default. Provide a password protected website viewable from any computer with internet capability for the RMS. In the event of a system default, the RMS shall provide specific information concerning the cause of the system default (i.e. red lamp on signal number 1). Equip the RMS with a mechanism capable of

immediately contacting a minimum of three previously designated individuals via text messaging and/or email upon a default.

The running program operating the PTS units shall be always available and viewable through the RMS website. Maintain a history of the RMS operating system in each signal including operating hours and events and the location of the PTS units.

Trailer / Cart

The AFAD and PTS units may be mounted on either a trailer or a moveable cart system.

Finish all exterior metal surfaces with Federal orange enamel per AMS-STD-595, color chip ID# 13538 or 12473 respectively with a minimum paint thickness of 2.5 mils (64 microns).

Design and test the AFAD or PTS units trailer / cart to withstand an 80 MPH wind load while in the operational position. Provide independent certification that the assembly meets the design wind load.

Equip the AFAD or PTS units with leveling jacks capable of stabilizing the unit in a horizontal position when located on slopes 6:1 or flatter.

Equip trailers in compliance with North Carolina Law governing motor vehicles and include a 12-volt trailer lighting system complying with *Federal Motor Carrier Safety Regulations 393*, safety chains and a minimum 2 inch ball hitch.

Provide a minimum 4 inch wide strip of fluorescent conspicuity sheeting retroreflective sheeting to the frame of the trailer. Apply the sheeting to all sides of the trailer. The sheeting shall meet the ASTM requirements of Type VII, VIII or IX.

Power System

Design the systems to operate both with and without an external power source. Furnish transmitters, generators, batteries, controls and all other components necessary to operate the device.

Provide equipment that is solar powered and supplemented with a battery backup system that includes a minimum 110/120 VAC powered on-board charging system capable of powering the unit for 7 continuous days with no solar power. Each unit shall also be capable of being powered by standard 110/120 VAC power sources, if applicable.

Locate batteries and electronic controls in a locked, weather and vandal resistant housings.

Page 11-14, Article 1150-3, CONSTRUCTION METHODS, add the following after line 11:

Flaggers shall have a path to escape an errant approaching vehicle at all times, unimpeded by barrier, guardrail, guiderail, parked vehicles, construction materials, slopes steeper than 2:1, or any other obstruction at all times. If an unimpeded path cannot be maintained, the Contractor shall use AFAD or PTS units in lieu of a flagger.

Provide documentation to the Engineer prior to deploying the device that the AFAD or PTS units operator(s) are qualified flagger(s) that have been properly trained through an NCDOT approved training agency or other NCDOT approved training provider and that the qualified flagger(s) have received manufacturer training to operate that specific device. This training shall include proper installation, remote control operation, central control systems and maintenance of the AFAD or PTS units. The training shall take place off the project site where training conditions are removed from live traffic. The documentation shall include the names of the authorized trainer, the trainees, the device on which they have been trained and the date of the training. Provide updated documentation to the Engineer prior to deploying any additional operators.

Install advance warning signs and operate AFADs in accordance with the attached detail drawings in this provision.

Install advance warning signs and operate PTS units in accordance with *NCDOT Roadway Standard Drawings* No. 1101.02, Sheet 17.

AFAD and PTS units shall only be used in situations where there is only one lane of approaching traffic in the direction to be controlled. **At no time shall an AFAD unit controlling traffic through the work area be placed in an autonomous mode and/or left unattended.**

Signal timing and operation of PTS units shall be field verified and accepted by the Engineer before use.

Do not use AFAD or PTS units in locations where queueing from the AFAD or PTS units will extend to within 150 feet of a signalized intersection or railroad crossing. Do not use AFAD and PTS units as a substitute for or a replacement for a continuously operating temporary traffic control signal as described in Section 6F.84 of the MUTCD.

If used at night, illuminate each AFAD or PTS units as described in Section 6D of the MUTCD.

Provide a complete AFAD or PTS units that is capable of being relocated as traffic conditions demand.

If AFADs or PTS units become inoperative, be prepared at all times to replace the unit with the same type and model of AFAD or PTS units, revert to human flagging operations or terminate all construction activities requiring the use of the AFAD or PTS units until the AFAD or PTS units become operative or qualified human flaggers are available.

When the work requiring the AFAD or PTS units is not pursued for 30 minutes or longer, power off each AFAD or PTS units. Remove the AFAD or PTS units from the travel lane and relocated to a minimum of 5 feet from the edge line. AFAD gate arms shall be in the upright position. Remove all traffic control devices from the road, place two cones by each AFAD or PTS units and all signs associated with the lane closure operation shall be removed or laid down. At the end of each workday, remove all AFADs or PTS units from the roadway and shoulder areas.

Ensure the system's wireless communication links continuously monitor and verify proper transmission and reception of data used to monitor and control each AFAD or PTS units. Ensure

ambient mobile or other radio transmissions or adverse weather conditions do not affect the system.

In the event of a loss of communications, immediately display the flashing RED or STOP indication on all AFAD or PTS units.

AFAD Specific Construction Methods

The flagger/operator controlling the AFAD units shall be on the project site at all times. If multiple AFAD units are used, one AFAD unit shall be the Main AFAD unit and all other units shall be remote AFAD units. Ensure that each device meets the physical display and operational characteristics as specified in the MUTCD.

Multiple AFAD units may be controlled with **one** flagger/operator when the AFAD units meet each of the following requirements:

- (1) AFAD units are spaced no greater than the manufacturer's recommendations.
- (2) Both AFAD units can be seen at the same time from the flagger/operator's position, or the AFAD is operating on its own secure network with malfunction detection and notification to the flagger/operator.
- (3) The flagger/operator has an unobstructed view of approaching traffic in both directions from the flagger/operator position or the AFAD is operating on its own secure network, with cameras that provide the flagger/operator an unobstructed view of approaching traffic from both directions. The flagger/operator may control the AFAD units from a pilot vehicle.

If any of the above requirements are not met, flagger/operator control each AFAD unit.

AFAD operators may either control traffic at side streets or driveways between the AFAD units or operate the pilot car while operating the AFAD system if approved by the Engineer. AFAD units must continue to be within clear sight of the operator during these work activities.

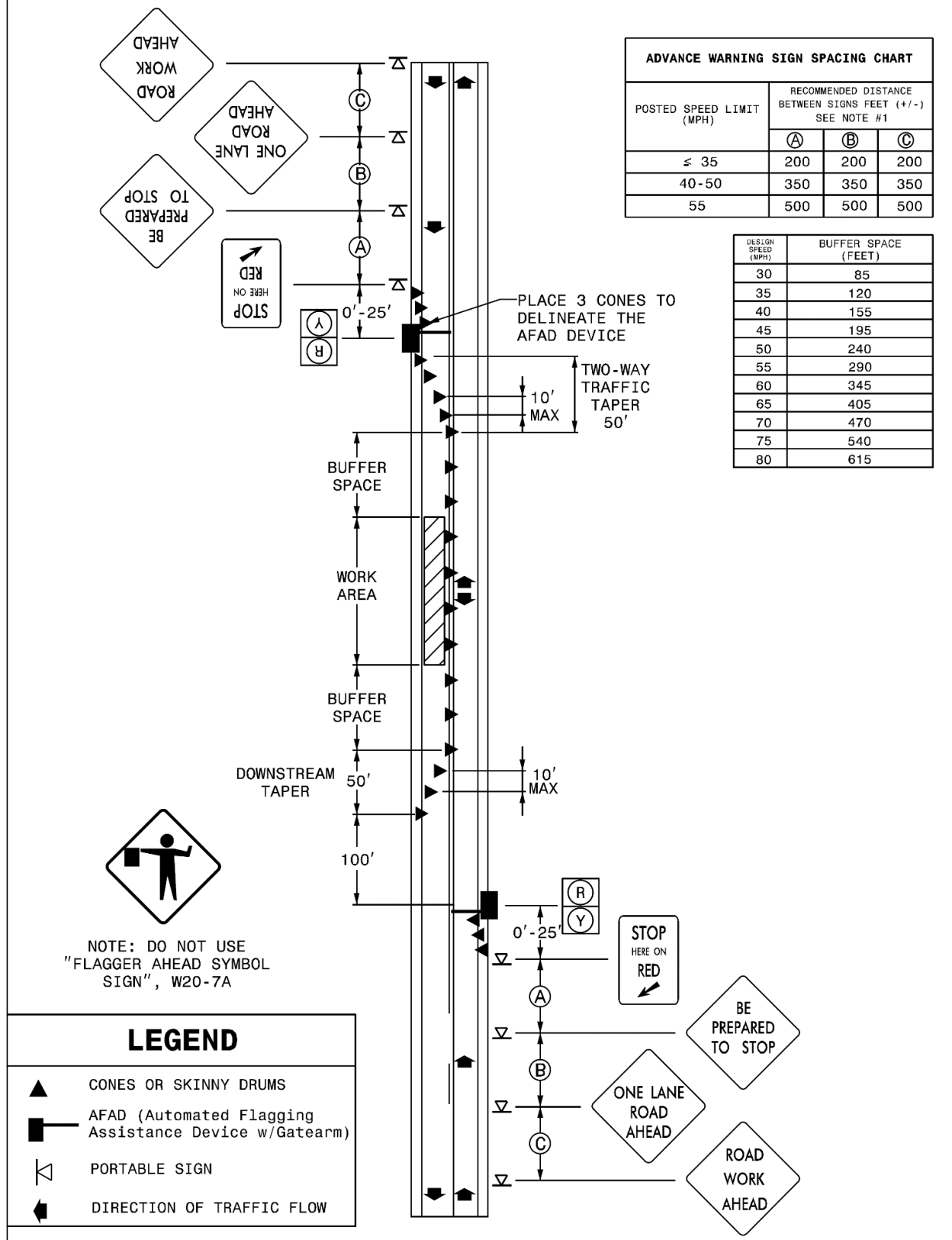
Page 11-14, Article 1150-4, MEASUREMENT AND PAYMENT, add the following after line 24:

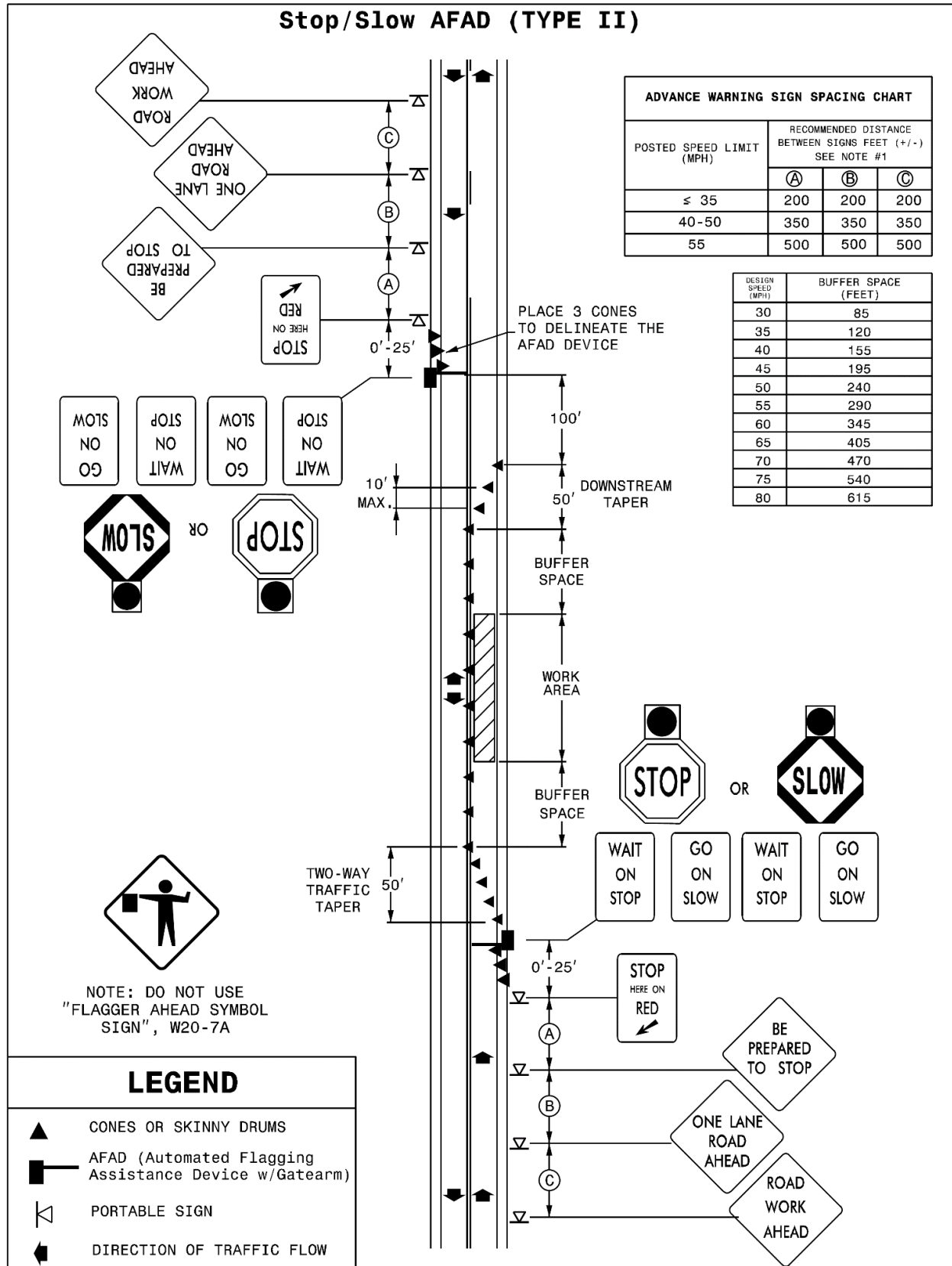
Each AFAD or PTS unit will be measured and paid for as *Flaggers* paid by day in accordance with Article 1150-4 of the *Standard Specifications*. Where the pay item for *Flaggers* is not included in the original contract then no separate payment will be made for this item and payment will be included in the lump sum price bid for *Temporary Traffic Control* found elsewhere in this contract. Each approach controlled by AFAD or PTS units will be measured and paid as one flagger, irrespective of the number of devices used. If multiple PTS units are required to control a single approach, these units will collectively be considered as replacing one flagger.

No separate measurement or payment will be made for AFAD or PTS unit operators, as the cost of such including their training and operational costs shall be included in the unit or lump sum price for *Flaggers* or *Temporary Traffic Control*. Such price and payment also includes the

relocation, maintenance, and removal during repair periods of AFAD or PTS units as well as the signal controller, communication, vehicle detection system, traffic signal software of PTS units and any other incidentals necessary to complete the work.

Red/Yellow Lens AFAD (TYPE I)





TEMPORARY TRAFFIC CONTROL

(9/1/2021) (10/13/2023) (Rev. 12/17/2024)

General Requirements

Maintain traffic on all roads in accordance with Divisions 10, 11 and 12 of the *NCDOT Standard Specifications* and the following provisions:

The Contractor shall provide, install, and maintain all traffic control devices as shown in the *Roadway Standard Drawings*, the current edition of the Manual of Uniform Traffic Control Devices (MUTCD) or as directed by the Engineer.

In addition, the Contractor shall furnish, install, and maintain all ADA compliant pedestrian traffic control devices for existing pedestrian facilities that are disrupted, closed, or relocated by planned work activities as shown in the *Roadway Standard Drawings*, the current MUTCD, attached drawings, or as directed by the Engineer.

The ADA compliant pedestrian traffic control devices used to either close, redirect, divert, or detour pedestrian traffic include but are not limited to Pedestrian Channelizing Devices, Audible Warning Devices and Temporary Curb Ramps.

The lump sum price bid for traffic control shall include but not be limited to **Signs (portable, stationary, or barricade), which includes detour signing, Barricades, Cones, Skinny Drums, Drums, Pedestrian Channelizing Devices, Audible Warning Devices and Temporary Curb Ramps** all labor, tools, equipment, and incidentals necessary to furnish, install, maintain and remove traffic control devices when no longer required.

Basis of Payment

Payment for *Temporary Traffic Control (Lump Sum)* will be made on the following schedule:

- (A) 70% of the unit bid price upon starting the project
- (B) 20% of the unit bid price when the project is 50% complete
- (C) 10% of the unit bid price when the project is 100% complete and all traffic control devices have been removed from the project.

Payment will be made under:

Pay Item

Temporary Traffic Control

Pay Unit

Lump Sum

ADA COMPLIANT PEDESTRIAN TRAFFIC CONTROL DEVICES

(10/31/2017) (Rev. 6/3/2022)

Description

Furnish, install, and maintain all ADA compliant pedestrian traffic control devices for existing pedestrian facilities that are disrupted, closed, or relocated by planned work activities.

The ADA compliant pedestrian traffic control devices used to either close, redirect, divert or detour pedestrian traffic are Pedestrian Channelizing Devices, Audible Warning Devices and Temporary Curb Ramps.

Construction Methods

The ADA compliant pedestrian traffic control devices involved in the closing or redirecting of pedestrians as designated on the Transportation Management Plan (TMP) shall be manufactured and assembled in accordance with the requirements of the Americans with Disabilities Act (ADA) and be on the NCDOT approved products list.

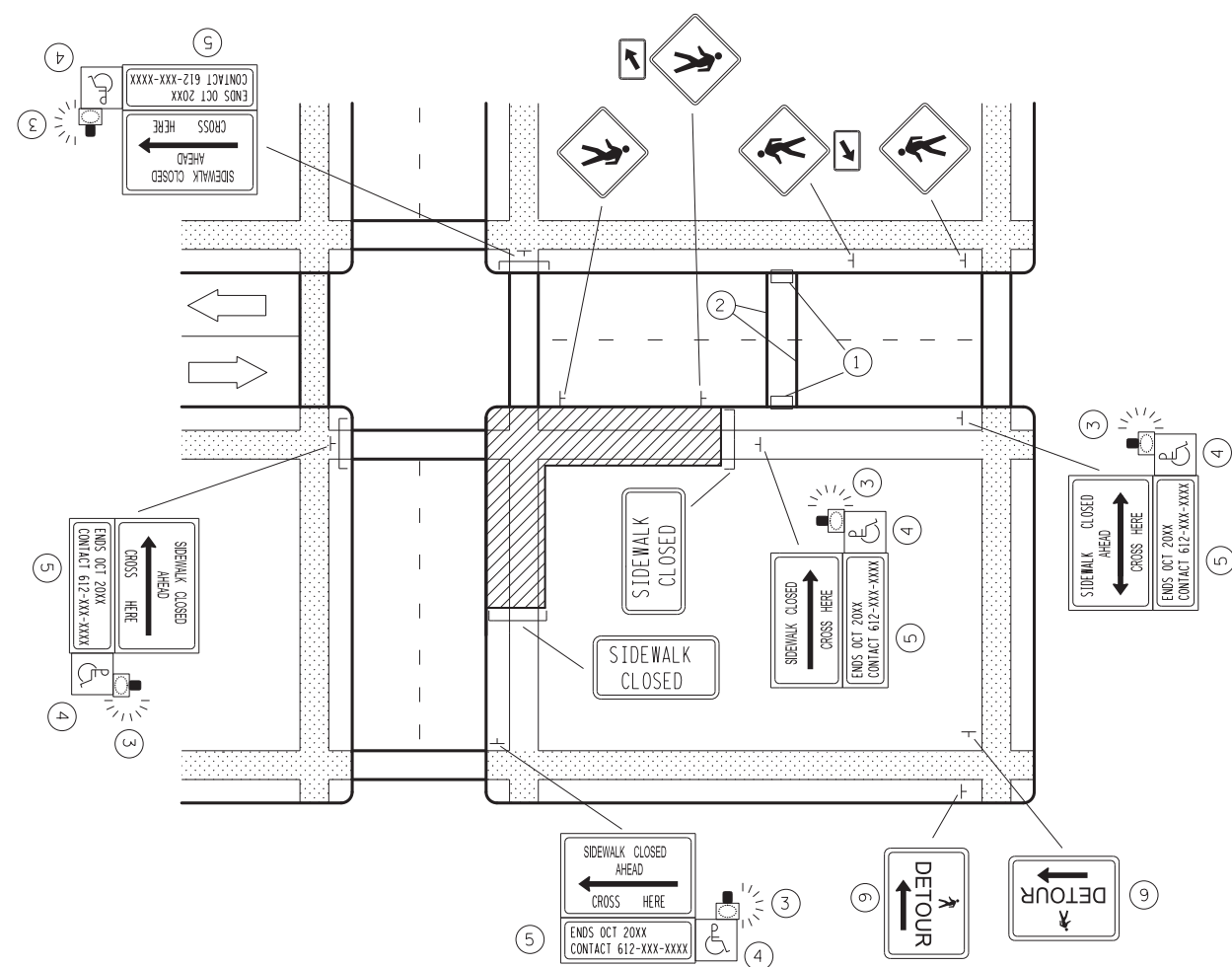
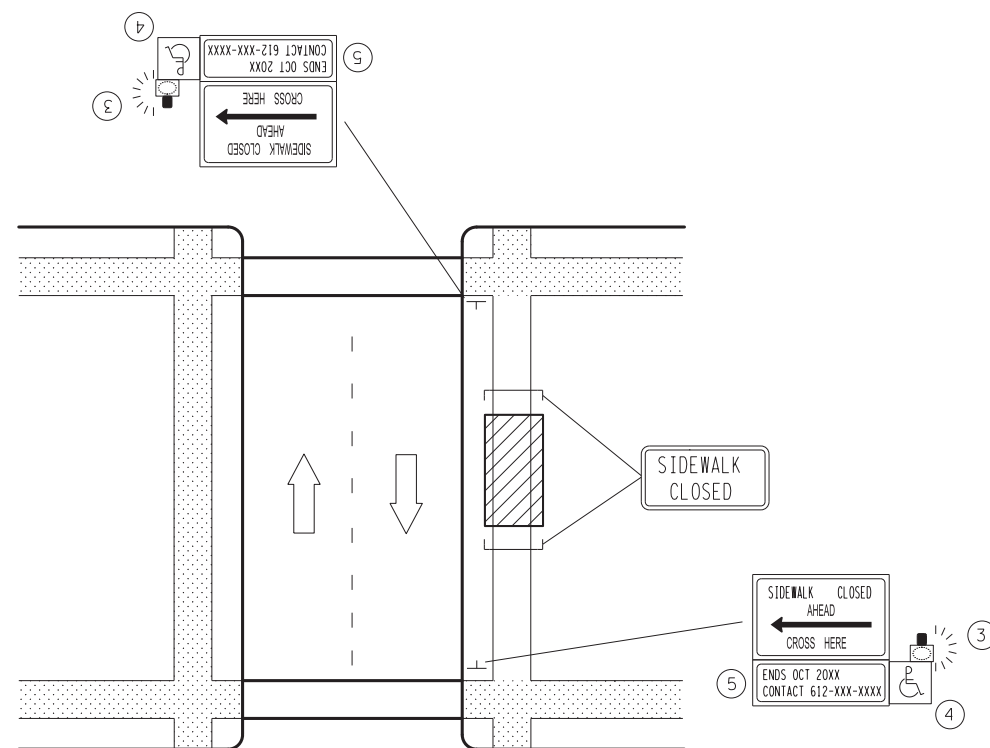
Pedestrian Channelizing Devices shall be manufactured and assembled to be connected as to eliminate any gaps that allow pedestrians to stray from the channelizing path. Any Pedestrian Channelizing Devices used to close or block a pedestrian facility shall have a "SIDEWALK CLOSED" sign affixed to it and any audible warning devices, if designated on the TMP.

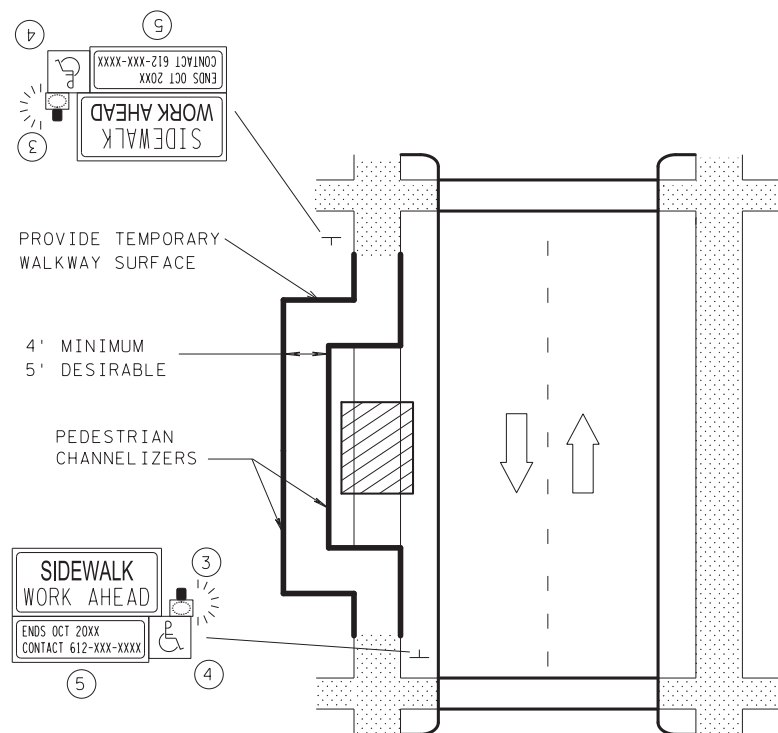
Audible Warning Devices shall be manufactured to include a locator tone activated by a motion sensor and have the ability to program a message for a duration of at least 1 minute. The motion sensor shall have the ability to detect pedestrians a minimum of 10 feet away. The voice module may be automatic or it may be push button activated. If push button activated, it shall be mounted at a height of approximately 3.5 feet, but no more than 4 feet, above the pedestrian facility.

Temporary Curb Ramps shall be manufactured and assembled to meet all of the requirements for persons with walking disabilities, including wheelchair confinement, according to the ADA regulations. All detectable warning features are to be included with these installations.

Measurement and Payment

No direct payment will be made for pedestrian channelizing devices, signs, temporary curb ramps or audible warning devices as they will be considered incidental to the Traffic Control item.

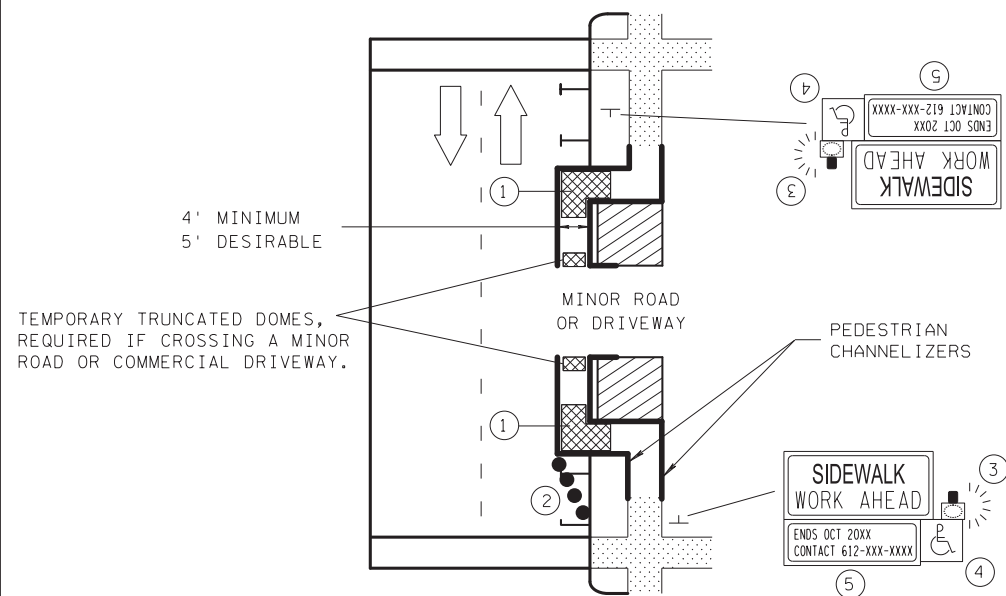




BYPASS ON ADJACENT AVAILABLE
RIGHT OF WAY

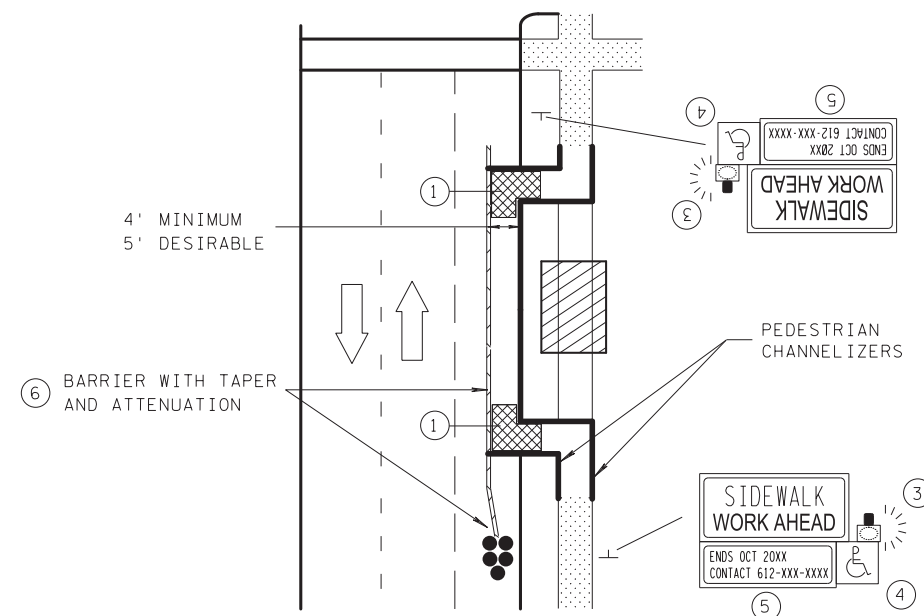
BYPASS TYPE A

NOTE: MAY ONLY BE USED ON ROADWAY WITH POSTED
SPEED OF 45 MPH OR LESS.



SIDEWALK BYPASS USING PARKING OR
SHOULDER ON LOW SPEED ROADWAY

BYPASS TYPE B



SIDEWALK BYPASS USING
SHOULDER OR PARKING LANE
HIGH SPEED ROADWAY

BYPASS TYPE C

GENERAL NOTES

WHEN CLOSING OR RELOCATING CROSSWALKS OR SIDEWALKS, PROVIDE DETECTABLE TEMPORARY FACILITIES AND INCLUDE ACCESSIBILITY FEATURES CONSISTENT WITH EXISTING PEDESTRIAN FACILITIES.

TEMPORARY TRAFFIC CONTROL DEVICES FOR PEDESTRIANS ARE SHOWN. OTHER DEVICES MAY BE NECESSARY TO CONTROL VEHICULAR TRAFFIC. STAGE WORK, AS NECESSARY, TO PROVIDE AN ALTERNATE PEDESTRIAN ROUTE (APR) AT ALL TIMES. FOR ROADWAYS WITH NO AVAILABLE DETOURS, MAINTAIN ONE OPEN SIDEWALK AT ALL TIMES.

PROVIDE A SMOOTH, CONTINUOUS, HARD SURFACE THROUGH THE LENGTH OF THE APR. PROVIDE A FIRM, STABLE, AND SLIP RESISTANT TEMPORARY WALKWAY SURFACE TO COVER SHORT SEGMENTS OF ROUGH, SOFT, OR UNEVEN GROUND.

THE PEDESTRIAN TRAFFIC SIGNALS CONTROLLING CLOSED CROSSWALKS SHALL BE COVERED OR DEACTIVATED.

POST MOUNTED SIGNS LOCATED ADJACENT TO A SIDEWALK SHALL HAVE A 7 FOOT MINIMUM CLEARANCE FROM THE BOTTOM OF THE SIGN TO THE SIDEWALK SURFACE.

WHEN A SIGN OR BARRICADE IS ORIENTED SUCH THAT VISIBILITY TO TRAFFIC (BIKES, PEDESTRIANS) IS REDUCED ENOUGH TO CAUSE HAZARD, DELINEATE THE SIGN/BARRICADE WITH APPROPRIATE DEVICES.

MINIMIZE DISRUPTION TO PEDESTRIANS TO THE MAXIMUM EXTENT FEASIBLE BY PROVIDING AN APR IN THE FOLLOWING ORDER OF PREFERENCE:

1. PROVIDE THE APR ON THE SAME SIDE OF THE STREET AS THE DISRUPTED ROUTE UTILIZING BYPASSES.
2. WHERE IT IS NOT FEASIBLE TO PROVIDE A SAME SIDE APR, PROVIDE A DETOUR ON THE OTHER SIDE OF THE STREET.
3. WHERE IT IS NOT FEASIBLE TO PROVIDE AN APR ON THE OTHER SIDE OF THE ROADWAY, PROVIDE AN APR DETOUR WITH TRAILBLAZING SIGNS.

SPECIFIC NOTES

- ① TEMPORARY CURB RAMPS WITH DETECTABLE WARNINGS.
- ② 5 DEVICE TAPER 25 FEET LONG, RECOMMENDED WHEN THE CLOSED AREA WAS USED AS AN INTERMITTENT TRAFFIC LANE OR BYPASS LANE. STREET PARKING SHALL BE PROHIBITED FOR AT LEAST 50 FEET IN ADVANCE OF THE MID-BLOCK CROSSWALK.
- ③ AN APPROVED AUDIBLE MESSAGE DEVICE OR TACTILE MESSAGE SHOULD BE PROVIDED FOR SIGHT-IMPAIRED PEDESTRIANS.
- ④ THE INTERNATIONAL SYMBOL OF ACCESSIBILITY SHOULD BE DISPLAYED WHEN ANY WALKWAY THROUGH A WORK ZONE HAS BEEN DETERMINED TO BE TPAR COMPLIANT. THE SYMBOL OF ACCESSIBILITY SHALL NOT BE DISPLAYED IF PERSONS WITH DISABILITIES SHOULD NOT USE THE PRIMARY TEMPORARY PEDESTRIAN DETOUR. THE REASON FOR THE NON-COMPLIANCE SHOULD BE POSTED AND AN ALTERNATE ROUTE SHOULD BE POSTED WHEN THE PRIMARY TEMPORARY PEDESTRIAN DETOUR IS NON-COMPLIANT TO TPAR STANDARDS.
- ⑤ TYPICAL SIGN MESSAGE FOR A TEMPORARY PEDESTRIAN DETOUR SHOULD INCLUDE INFORMATION SUCH AS THE DURATION OF THE WALKWAY RESTRICTIONS (BEGINNING AND/OR END DATES) AND A PROJECT CONTACT NUMBER FOR 24 / 7 QUESTIONS OR REPORTING HAZARDS.
- ⑥ SEE MN MUTCD FOR GUIDANCE ON PLACEMENT AND USAGE OF BARRIER.

LEGEND

	SIGN		DIRECTION OF TRAFFIC
	EXISTING PEDESTRIAN SURFACE		TRAFFIC CONTROL DEVICE
	WORK AREA		SIDEWALK BARRICADE
	PEDESTRIAN CHANNELIZATION DEVICE		
	BARRIER		

TRAFFIC CONTROL ALTERNATE PEDESTRIAN ROUTE (APR) BYPASS

STANDARD SPECIAL PROVISION
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)(Rev. 1-16-24)

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 *Standard Specifications*.

STANDARD SPECIAL PROVISION
ERRATA

(1-16-24)(Rev. 6-16-26)

Z-4

Revise the *2024 Standard Specifications* as follows:

Division 1

Page 1-1, Article 101-2 ABBREVIATIONS, line 25, replace "American Wood-Preservers' Association" with "American Wood Protection Association".

Page 1-18, Article 102-10 BID BOND OR BID DEPOSIT, line 26, replace " Subarticle 102-8(A)(8)(b)" with "Subarticle 102-8(A)(12)(b)".

Page 1-20, Subarticle 102-14(A) State Funded Projects, line 3, replace "\$30,000" with "\$40,000".

Page 1-20, Subarticle 102-14(B) Federal Aid Projects, line 7, replace "\$30,000" with "\$40,000".

Page 1-36, Subarticle 104-12(B) Evaluation of Proposals, line 21, replace "Design-Build Unit" with "Alternative Delivery Unit".

Page 1-36, Subarticle 104-12(D) Preliminary Review, line 37, replace "Design-Build Unit" with "Alternative Delivery Unit".

Page 1-37, Subarticle 104-12(E) Final Proposal, line 3, replace "Design-Build Unit" with "Alternative Delivery Unit".

Page 1-37, Subarticle 104-12(F) Design-Build VEPs, line 36, replace "Design-Build Unit" with "Alternative Delivery Unit".

Page 1-38, Subarticle 104-12(G) Modifications, line 1, replace "Design-Build Unit" with "Alternative Delivery Unit".

Division 3

Page 3-5, Article 305-2 MATERIALS, after line 16, replace " 1032-3(A)(7)" with "1032-3" and add the item "Galvanized Corrugated Steel Pipe" with Section "1032-3".

Page 3-6, Article 310-2 MATERIALS, after line 9, add the item "Galvanized Corrugated Steel Pipe" with Section "1032-3".

Division 6

Page 6-15, Article 610-1 DESCRIPTION, line 20, replace "The work includes" with "The work includes, but is not limited to,".

Page 6-15, Article 610-1 DESCRIPTION, line 22, replace “applying the tack coat as specified.” with “applying the tack coat in accordance with Section 605.”.

Page 6-30, Article 610-14 DENSITY ACCEPTANCE, line 39, replace “QC process.” with “QC process in accordance with Section 609.”.

Page 6-31, Article 610-16 MEASUREMENT AND PAYMENT, line 13, replace "*Hot Mix Asphalt Pavement*" with "*Asphalt Concrete _____ Course, Type _____*".

Page 6-50, Subarticle 661-4(A) Equipment, lines 4-7, replace the first two sentences of the seventh paragraph with the following:

When an erected fixed stringline is utilized for longitudinal profile and cross slope control furnish and erect the necessary guide line for the equipment.

Division 7

Page 7-18, Subarticle 710-10(A) General, lines 7-8, delete “for *Surface Testing Concrete Pavement*” from the last paragraph.

Division 8

Page 8-27, Article 846-1 DESCRIPTION, line 8, delete “4 inch” from the first paragraph.

Division 9

Page 9-17, Article 904-4 MEASUREMENT AND PAYMENT, prior to line 1, replace " Sign Erection, Relocate Type (Ground Mounted)" with “Sign Erection, Relocate Type ____ (Ground Mounted)”.

Division 10

Page 10-51, Article 1024-4 WATER, prior to line 1, delete the “unpopulated blank row” in Table 1024-2 between “Time of set, deviation from control” and “Chloride Ion Content, Max.”.

Page 10-170, Subarticle 1081-1(C) Requirements, line 4, replace "maximum" with “minimum”.

Division 11

Page 11-15, Article 1160-4 MEASUREMENT AND PAYMENT, line 24, replace “Where barrier units are moved more than one” with “Where barrier units are moved more than once”.

Division 15

Page 15-10, Article 1515-4 MEASUREMENT AND PAYMENT, lines 11, replace " All piping" with “All labor, the manhole, other materials, excavation, backfilling, piping”.

Division 16

Page 16-14, Article 1633-5 MEASUREMENT AND PAYMENT, line 20-24 and prior to line 25, delete and replace with the following " *Flocculant* will be measured and paid in accordance with Article 1642-5 applied to the temporary rock silt checks."

Page 16-3, Article 1609-2 MATERIALS, after line 26, replace "Type 4" with "Type 4a".

Page 16-25, Article 1644-2 MATERIALS, after line 22, replace "Type 4" with "Type 4a".

Page 16-27, Article 1644-5 MEASUREMENT AND PAYMENT, line 31, replace "Article 1630-4" with "Article 1630-3".

Division 17

Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, line 23, delete and replace "1.25" with "1-1/4".

Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, line 24, delete and replace "(1.25" with " , 1-1/4".

STANDARD SPECIAL PROVISION**PLANT AND PEST QUARANTINES**

(Imported Fire Ant, Guava Root Knot Nematode, Spongy Moth (formerly known as gypsy moth), Witchweed, Cogon Grass, And Any Other Regulated Noxious Weed or Plant Pest)

(3-18-03)(Rev. 3-18-25)

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 <https://www.ncagr.gov/divisions/plant-industry/plant-protection/plant-industry-plant-pest-quarantines> 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 present a hazard of spreading imported fire ant, guava root knot nematode, spongy moth (formerly known as gypsy moth), witchweed, cogon grass, or other regulated noxious weed or plant pest.

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

(6-28-77)(Rev 1/16/2024)

Z-6

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. (Executive Order 13166)
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. (49 U.S.C. 5332(b); 49 U.S.C. 47123)

(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, Nondiscrimination 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

SMSA Areas**Area 5720 26.6%**

Currituck County

Area 9200 20.7%

Brunswick County

New Hanover County

Area 2560 24.2%

Cumberland County

Area 6640 22.8%

Durham County

Orange County

Wake County

Area 1300 16.2%

Alamance County

Area 3120 16.4%

Davidson County

Forsyth County

Guilford County

Randolph County

Stokes County

Yadkin County

Area 1520 18.3%

Gaston County

Mecklenburg County

Union County

Goals for Female**Participation in Each Trade**

(Statewide) 6.9%

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.*

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 [29 CFR part 3](#); and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.

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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its repurchase costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

(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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

* * * * *

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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. 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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

* * * * *

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor 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. 46 CFR 381.7.

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 Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

STANDARD SPECIAL PROVISION**ON-THE-JOB TRAINING**

(10-16-07) (Rev. 6-16-26)

Z-10

Description

The North Carolina Department of Transportation administers a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternative OJT Program. All Contractors will be automatically placed in the Alternative OJT Program.

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.

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

Minorities and Women

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special 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 Unit, will assign annual training goals based on the Contractor's activity over the past three years' on federal projects with the Department. At the beginning of each year, all eligible Contractors 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 implement a self-imposed on-the-job training program for the calendar year. This agreement will specify the annual training goals agreed upon by both parties. The number of training assignments may range from 1 to 15 per Contractor per calendar year, unless a higher number is agreed to by the Contractor. The Contractor shall sign an agreement committing 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.

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 special 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 trainees in each occupation shall be in their first year of 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 at minimum 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 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 NC20260090 05/18/2026 NC90

Z-090

Date: May 18, 2026

General Decision Number: NC20260090 05/18/2026 NC90

Superseded General Decision Numbers: NC20250090

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Brunswick	Greene	Onslow
Cumberland	Hoke	Pender
Currituck	Johnston	Pitt
Edgecombe	Nash	Wake
Franklin	New Hanover	Wayne

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).

Modification Number

0

1

Publication Date

01/02/2026

05/18/2026

SUNC2014-005 11/17/2014

	Rates	Fringes
TRUCK DRIVER (GVWR of 26,001 Lbs or Greater)	12.37	
TRUCK DRIVER (GVWR of 26,000 Lbs or Less)	11.12	
POWER EQUIPMENT OPERATORS (Milling Machine)	15.36	
POWER EQUIPMENT OPERATORS (Mechanic)	17.55	
POWER EQUIPMENT OPERATORS (Tack Truck/Distributor Operator)	14.52	
POWER EQUIPMENT OPERATORS (Slip Form Machine)	16.50	
POWER EQUIPMENT OPERATORS (Scraper Rough)	11.35	
POWER EQUIPMENT OPERATORS (Scraper Finish)	12.71	
POWER EQUIPMENT OPERATORS (Roller Other)	11.36	
POWER EQUIPMENT OPERATORS (Roller Asphalt Finish)	13.85	
POWER EQUIPMENT OPERATORS (Roller Asphalt Breakdown)	12.45	
POWER EQUIPMENT OPERATORS (Paver Concrete)	18.20	
POWER EQUIPMENT OPERATORS (Paver Asphalt)	15.59	
POWER EQUIPMENT OPERATORS (Pavement Marking Equipment)	12.11	
POWER EQUIPMENT OPERATORS (Oiler/Greaser)	13.55	
POWER EQUIPMENT OPERATORS (Off-Road Hauler/Water Tanker)	11.36	
POWER EQUIPMENT OPERATORS (Material Transfer Vehicle (Shuttle Buggy))	15.18	
POWER EQUIPMENT OPERATORS (Loader Greater Than 2 Cubic Yards)	14.14	
POWER EQUIPMENT OPERATORS (Loader 2 Cubic Yards or Less)	13.76	
POWER EQUIPMENT OPERATORS (Grader/Blade Rough)	14.62	
POWER EQUIPMENT OPERATORS (Grader/Blade Fine)	18.47	
POWER EQUIPMENT OPERATORS (Excavator Rough)	14.00	

	Rates	Fringes
POWER EQUIPMENT OPERATORS (Excavator Fine)	16.60	
POWER EQUIPMENT OPERATORS (Drill Operator Structure)	21.14	
POWER EQUIPMENT OPERATORS (Drill Operator Rock)	14.38	
POWER EQUIPMENT OPERATORS (Crane Rough/All-Terrain)	20.67	
POWER EQUIPMENT OPERATORS (Crane Other)	20.08	
POWER EQUIPMENT OPERATORS (Crane Boom Trucks)	20.54	
POWER EQUIPMENT OPERATORS (Concrete Grinder/Groover)	20.34	2.30
POWER EQUIPMENT OPERATORS (Bulldozer Rough)	14.34	
POWER EQUIPMENT OPERATORS (Bulldozer Fine)	17.04	
POWER EQUIPMENT OPERATORS (Asphalt Broom Tractor)	11.85	
PAINTER (Bridge)	24.57	
LABORER (Pipelayer)	12.17	
LABORER (Common or General)	10.20	
LABORER (Traffic Signal/Lighting Installer)	14.89	
LABORER (Guardrail/Fence Installer)	12.87	
LABORER (Cement Mason/Concrete Finisher Tender)	12.54	
LABORER (Carpenter Tender)	12.88	
LABORER (Asphalt Screed/Jackman)	14.33	
LABORER (Asphalt Raker and Spreader)	12.46	
IRONWORKER	16.02	
ELECTRICIAN (Telecommunications Technician)	16.79	.63
ELECTRICIAN (Electrician)	17.97	
CEMENT MASON/CONCRETE FINISHER	14.48	
CARPENTER	13.72	
BLASTER	21.04	

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 <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
 - a) a survey underlying a wage determination
 - b) an existing published wage determination
 - c) an initial WHD letter setting forth a position on a wage determination matter
 - d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

- 2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via mail to dba.reconsideration@dol.gov or by mail 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 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

END OF GENERAL DECISION

STANDARD SPECIAL PROVISION
MINIMUM WAGES
GENERAL DECISION NC20260091 05/18/2026 NC91

Z-091

Date: May 18, 2026

General Decision Number: NC20260091 05/18/2026 NC91

Superseded General Decision Numbers: NC20250091

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).

Modification Number

0

1

Publication Date

01/02/2026

05/18/2026

SUNC2014-006 11/17/2014

	Rates	Fringes
TRUCK DRIVER (GVWR of 26,001 Lbs or Greater)	12.04	
TRUCK DRIVER (GVWR of 26,000 Lbs or Less)	10.35	
POWER EQUIPMENT OPERATORS (Milling Machine)	14.38	
POWER EQUIPMENT OPERATORS (Mechanic)	18.63	
POWER EQUIPMENT OPERATORS (Tack Truck/Distributor Operator)	14.56	
POWER EQUIPMENT OPERATORS (Slip Form Machine)	19.29	
POWER EQUIPMENT OPERATORS (Scraper Rough)	10.17	
POWER EQUIPMENT OPERATORS (Scraper Finish)	13.98	
POWER EQUIPMENT OPERATORS (Roller Other)	10.48	
POWER EQUIPMENT OPERATORS (Roller Asphalt Finish)	13.65	
POWER EQUIPMENT OPERATORS (Roller Asphalt Breakdown)	12.13	
POWER EQUIPMENT OPERATORS (Paver Asphalt)	15.53	
POWER EQUIPMENT OPERATORS (Pavement Marking Equipment)	11.87	
POWER EQUIPMENT OPERATORS (Oiler/Greaser)	13.45	
POWER EQUIPMENT OPERATORS (Off-Road Hauler/Water Tanker)	9.30	

	Rates	Fringes
POWER EQUIPMENT OPERATORS (Material Transfer Vehicle (Shuttle Buggy))	17.39	
POWER EQUIPMENT OPERATORS (Loader Greater Than 2 Cubic Yards)	13.58	
POWER EQUIPMENT OPERATORS (Loader 2 Cubic Yards or Less)	10.28	
POWER EQUIPMENT OPERATORS (Grader/Blade Rough)	15.28	
POWER EQUIPMENT OPERATORS (Grader/Blade Fine)	16.73	
POWER EQUIPMENT OPERATORS (Excavator Rough)	12.99	
POWER EQUIPMENT OPERATORS (Excavator Fine)	17.61	
POWER EQUIPMENT OPERATORS (Drill Operator Structure)	19.12	
POWER EQUIPMENT OPERATORS (Drill Operator Rock)	15.43	1.61
POWER EQUIPMENT OPERATORS (Crane Rough/All-Terrain)	19.00	
POWER EQUIPMENT OPERATORS (Crane Other)	21.48	
POWER EQUIPMENT OPERATORS (Crane Boom Trucks)	17.25	
POWER EQUIPMENT OPERATORS (Concrete Grinder/Groover)	24.66	
POWER EQUIPMENT OPERATORS (Bulldozer Rough)	14.09	
POWER EQUIPMENT OPERATORS (Bulldozer Fine)	18.46	
POWER EQUIPMENT OPERATORS (Asphalt Broom Tractor)	13.28	
PAINTER (Bridge)	19.62	
LABORER (Pipelayer)	13.31	
LABORER (Common or General)	10.12	
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LABORER (Cement Mason/Concrete Finisher Tender)	11.35	
LABORER (Carpenter Tender)	10.85	
LABORER (Asphalt Screed/Jackman)	13.48	
LABORER (Asphalt Raker and Spreader)	12.42	
IRONWORKER	16.32	
ELECTRICIAN (Telecommunications Technician)	14.72	1.67
ELECTRICIAN (Electrician)	18.69	2.66
CEMENT MASON/CONCRETE FINISHER	14.26	
CARPENTER	13.72	
BLASTER	21.85	

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

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least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

END OF GENERAL DECISION

ADDENDA

ADDENDUM #1

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #1.

ADDENDUM #2

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #2.

ADDENDUM #3

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #3.

AWARD LIMITS ON MULTIPLE PROJECTS

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

(Project Number)

(County)

(Project Number)

(County)

(Project Number)

(County)

(Project Number)

(County)

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

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

**Signature of Authorized Person

**Only those persons authorized to sign bids under Subarticle 102-8(A)(12) shall be authorized to sign this form.

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

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States 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 prequalified bidder 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 _____

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

By _____

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

Print or type Signer's name

Print or type Signer's name**CORPORATE SEAL**

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

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States 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.

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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, DEBARMENT AND GIFT BAN CERTIFICATION**LIMITED LIABILITY COMPANY**

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States 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 prequalified bidder 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, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States 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 prequalified bidder 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

Signature of Witness or Attest

By _____
Signature of Contractor

Print or type Signer's Name
If Corporation, affix Corporate Seal

and _____
Print or type Signer's Name

(3) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest

By _____
Signature of Contractor

Print or type Signer's Name
If Corporation, affix Corporate Seal

and _____
Print or type Signer's Name

(4) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest

By _____
Signature of Contractor

Print or type Signer's Name
If Corporation, affix Corporate Seal

Print or type Signer's Name

CORPORATE SEAL(S)

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States 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 prequalified bidder 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 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, DEBARMENT GIFT BAN CERTIFICATION**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States 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 prequalified bidder 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 Individual 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

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.

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Check here if an explanation is attached to this certification.

County: WILSON, NASH

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	9 SY		
0003	1704000000-E	SP	PATCHING EXISTING PAVEMENT	35 TON		
0004	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	634 LF		
0005	2591000000-E	848	4" CONCRETE SIDEWALK	83 SY		
0006	2605000000-N	848	CONCRETE CURB RAMPS	12 EA		
0007	2612300000-N	848	RETROFIT EXISTING CONCRETE CURB RAMPS	2 EA		
0008	2612500000-N	848	REMOVE AND REPLACE CONCRETE CURB RAMPS	78 EA		
0009	2738000000-E	SP	GENERIC PAVING ITEM 6" REINFORCED CONCRETE SIDEWALK	18 SY		
0010	2738000000-E	SP	GENERIC PAVING ITEM REMOVE 4" CONCRETE SIDEWALK	74 SY		
0011	2738000000-E	SP	GENERIC PAVING ITEM REMOVE AND REPLACE 4" CONCRETE SIDEWALK	90 SY		
0012	2752000000-E	SP	GENERIC PAVING ITEM REMOVE 2'-6" CONCRETE CURB & GUTTER	130 LF		
0013	2752000000-E	SP	GENERIC PAVING ITEM REMOVE AND REPLACE 2'-6" CONCRETE CURB & GUTTER	328 LF		
0014	2759000000-N	SP	GENERIC PAVING ITEM 6" REINFORCED CONCRETE CURB RAMPS	4 EA		
0015	2759000000-N	SP	GENERIC PAVING ITEM REMOVE CONCRETE CURB RAMPS	45 EA		
0016	2830000000-N	858	ADJUSTMENT OF MANHOLES	1 EA		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0017	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	3 EA		
0018	4457000000-N	SP	TEMPORARY TRAFFIC CONTROL	Lump Sum	L.S.	

1441/Jun25/Q1548/D44197900000/E18

Total Amount Of Bid For Entire Project :

CONTRACTOR INFORMATION SHEET

CONTRACTOR _____ FEDERAL ID _____

MAILING
ADDRESS _____

PHYSICAL
ADDRESS _____

PHONE _____

AUTHORIZED AGENT _____ TITLE _____

SIGNATURE _____ DATE _____

EMAIL ADDRESS FOR CORRESPONDENCE _____

Execution of Contract

Contract No: DD00518

County: NASH AND WILSON COUNTIES

ACCEPTED BY THE DEPARTMENT

DIVISION CONTRACT ENGINEER

Date

EXECUTION OF CONTRACT AND BONDS
APPROVED AS TO FORM:

for **DIVISION ENGINEER**

Date

Signature Sheet (Bid) - ACCEPTANCE SHEET