

DE00116 U-4716A/C

**1****Durham and Wake Counties**

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
HIGHWAY DIVISION 5

**PROPOSAL****DATE AND TIME OF BID OPENING: March 25, 2015 AT 2:00 PM****CONTRACT ID: DE00116****WBS ELEMENT NO.: 54000.3.STR01T4A****FEDERAL AID NO.: FRA-FR-HSR-0006-10-01-00****COUNTY: DURHAM AND WAKE COUNTIES****TIP NO.: U-4716A/C****MILES: 0.616 MILES****ROUTE NO.: CLEGG PASSING SIDING & HOPSON RD GRADE SEPARATION****LOCATION: FROM NS/NCRR MP H-63.2 TO MP H-67.0****TYPE OF WORK: GRADING, DRAINAGE, TRACKBED****NOTICE:**

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

**THIS IS A ROADWAY PROJECT.****BID BONDS ARE NOT REQUIRED.**


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**NAME OF BIDDER**


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**ADDRESS OF BIDDER**

**PROPOSAL FOR THE CONSTRUCTION OF  
CONTRACT No. DE00116 IN DURHAM AND WAKE COUNTIES, NORTH CAROLINA**

Date \_\_\_\_\_ 20 \_\_\_\_\_

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

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **DE00116**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2012 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **DE00116** in **Durham and Wake 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 2012* 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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EXECUTION OF BID

## 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. Download the entire proposal from the Connect NCDOT website and return the entire proposal with your bid.
2. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
3. 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.
4. 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.
5. 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.
6. 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.
7. The bid shall be properly executed on the included **Execution of Bid – Non-collusion Affidavit, Debarment Certification 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 should include it on the bid.
  - 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.
  - d. Completed attestation by Notary Public

**Note: Signer, Witness and Notary Public must be different individuals.**
8. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
9. 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.
10. **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 5 OFFICE, LOCATED AT 2612 N. Duke Street, 2612 N. Duke Street, BY 2:00 PM ON, Wednesday, March 25, 2015.**
11. The sealed bid must display the following statement on the front of the sealed envelope:

**QUOTATION FOR DE00116 – Clegg Passing Siding and Hopson Road Grade Separation, TO BE OPENED AT 2:00 PM ON, Wednesday, March 25, 2015.**

12. 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  
ATTN: Michael J. Kneis, PE  
2612 N. Duke Street  
Durham, NC 27704**

**OPTIONAL COMPUTER BID PREPARATION:**

1. All instructions given above for completing and returning TRADITIONAL PAPER BIDS apply, except as modified by the provision "Computer Bid Preparation (Optional)", if applicable.
2. Expedite software necessary for electronic bid preparation may be downloaded from the Connect NCDOT website at: <https://connect.ncdot.gov/letting/Pages/EBS-Information.aspx>

**PROJECT SPECIAL PROVISIONS****GENERAL****COMPUTER BID PREPARATION (OPTIONAL):**

(7-18-11)

102

SPD 01-050A

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

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

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

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

**CONTRACT TIME AND LIQUIDATED DAMAGES:**

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

108

SP1 G10 A

The date of availability for this contract is **July 1, 2015**.

The completion date for this contract is **September 30, 2015**.

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

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

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**8****Durham and Wake Counties****INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:**

(2-20-07)

108

SPI G14 C

Multi-vehicle hauling shall not be allowed ingress or egress from any open travel lane during the following time restrictions. The following hauling time restrictions apply only where egress and / or ingress occur between the work area and any travel lane of **NC 54**.

**DAY AND TIME RESTRICTIONS FOR MULTI-VEHICLE HAULING****Monday through Friday 6am to 9am****Monday through Friday 4pm to 7pm**

The time of availability for this intermediate contract time will be the time the Contractor begins multi-vehicle hauling.

The completion time for this intermediate contract time will be the time the Contractor is required to complete multi-vehicle hauling.

The liquidated damages are **Two Hundred Fifty Dollars (\$ 250.00)** per quarter hour.

**MANDATORY PRE-BID CONFERENCE:**

(7-1-95)

SPI I-13

Because of the unusual nature of the work involved, the location of the project and in order for all prospective bidders to have an extensive knowledge of the project, a Mandatory Pre-Bid Conference will be held for all interested parties on **Monday, March 16, 2015 at 2:00 PM** at:

Division Engineer's Office  
2612 N Duke Street  
Durham, NC 27704  
(919)220-4600

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 will be considered prequalified to bid on this project. A bid received from a bidder who has not attended and properly registered at the scheduled pre-bid conference will not be considered for award.

Immediately after the meeting the group is invited to visit the site. This will be the only opportunities for bidders to review the site conditions due to railroad restrictions.

**MAJOR CONTRACT ITEMS:**

(2-19-02)

104

SPI G28

The following listed items are the major contract items for this contract (see Article 104-5 of the *2012 Standard Specifications*):

<b>Line #</b>	<b>Description</b>
0009 —	Generic Grading Item (No. 57 Stone)
0015 —	Generic Trackwork Item (Sub-Ballast)



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Durham and Wake Counties

**SPECIALTY ITEMS:**

(7-1-95)(Rev. 1-17-12)

108-6

SP1 G37

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

Line #	Description
0016 thru 0036	Erosion Control

**FUEL PRICE ADJUSTMENT:**

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

109-8

SP1 G43

Revise the 2012 Standard Specifications as follows:

**Page 1-83, Article 109-8, Fuel Price Adjustments**, add the following:

The base index price for DIESEL #2 FUEL is **\$1.7910** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

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

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

(7-15-08) (Rev. 5-20-14)

108-2

SP1 G58

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

2016	(7/01/15 - 6/30/16)	<b>100</b> % of Total Amount Bid
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The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the 2012 Standard Specifications. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

**DISADVANTAGED BUSINESS ENTERPRISE FOR RAILROAD PIEDMONT  
IMPROVEMENT PLAN (PIP):**

(12-18-12) (Rev. 5-21-13) (Rev. 3-2-15 for divison)

102-15(J)

SP1 G64

**Description**

The purpose of this Special Provision is to promote the solicitation and use of disadvantaged minority and woman-owned businesses in the rail PIP projects let by the Department of Transportation.

**Definitions**

*Aspirational Goal* - The portion of the total contract, expressed as a percentage, that is foreseeable to be performed by DBE subcontractors.

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

*Pledged DBE Subcontractor* - Any DBE submitted at the time of bid that is being used to meet the DBE aspirational goal.

*Pledged DBE Goal* - The DBE participation at time of award, as determined by the amount of pledged DBE participation submitted.

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

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

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

*North Carolina Unified Certification Program (NCUCP)* - A program that provides comprehensive services and information to applicants for DBE certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients of USDOT funds in the state.

**Forms and Websites Referenced in this Provision**

*Affidavit A - Listing of Good Faith Efforts* - Form signed by bidder listing good faith efforts performed. This form is required if the lowest responsive and responsible bidder fails to meet or exceed the aspirational goal.

[http://files.www.piedmontrail.biz/primary-navigation/prequalification-requirements/PIP\\_DBE\\_provision.pdf](http://files.www.piedmontrail.biz/primary-navigation/prequalification-requirements/PIP_DBE_provision.pdf)

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

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

*RF-1 DBE Replacement Request Form* - Form for replacing a committed DBE.  
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf>

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

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

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

*Listing of DBE Subcontractors Form* - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only.  
[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20\(Federal\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20(Federal).docx)

### **Aspirational DBE Goal**

In line with the federal aspirational goal, the following DBE aspirational goal for participation by Disadvantaged Business Enterprises is established for this contract:

Disadvantaged Business Enterprises **10.0%**

Even though the goal is aspirational, the expectation is that the Contractor shall exercise all reasonable steps to achieve the goal. Such steps include, but are not limited to:

- (A) Clearly defining and disseminating information to DBEs on portions of the work that is available on the project so DBEs are provided an equitable opportunity to participate on the PIP contracts let by the Department.
- (B) Solicit through reasonable and available means to try and achieve the aspirational goal.

- (C) Providing adequate information and arranging a location for the review of plans, specifications and requirements of the contract.
- (D) Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, lines of credit, insurance, materials, equipment or related assistance or services.

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

Real-time information is available about firms doing business with the Department and firms that are DBE certified through the NC UCP in the NCDOT Directory of Transportation Firms. Only firms identified in the Directory as DBE certified shall be used to meet the aspirational DBE goal of the project. The Directory can be found at the following link:

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

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

### **Listing of DBE Subcontractors**

At the time of bid, bidders shall submit all the DBE participation that they anticipate to use during the life of the contract. Since the Rail DBE program is race and gender-neutral, all participation up to and over the 5% aspirational goal will be used toward the Department's race and gender-neutral goal for rail projects. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The bidder shall indicate the following required information:

#### **(A) Electronic Bids**

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

- (1) Submit the names and addresses of DBE firms identified to participate in the contract. If the bidder uses the updated listing of DBE firms shown in Expedite, the bidder may use the dropdown menu to access the name and address of the DBE firm.
- (2) Submit the contract line numbers of work to be performed by each DBE firm. When no figures or firms are entered, the bidder will be considered to have no DBE participation.
- (3) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE's participation will not count towards achieving the aspirational DBE goal.

#### **(B) Paper Bids**

- (1) Bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation, including the names and addresses on the Listing of DBE Subcontractors form.
- (2) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of

the bid-letting, that DBE's participation will not count towards achieving the aspirational DBE goal.

### **DBE Prime Contractor**

When a certified DBE firm bids on a rail PIP contract that contains an aspirational DBE goal, the DBE firm by virtue of the work it performs on the contract with its own forces, will meet the DBE aspirational goal. The DBE bidder shall list itself along with any other DBE subcontractors on the Listing of DBE Subcontractor form and the amount of work by each.

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

The bidder shall submit written documentation for each DBE that will be used on the project to meet the aspirational goal of the contract, indicating the bidder's intent to use the DBE in the contract. This documentation shall be submitted on the Department's form titled *Letter of Intent*. The purpose of this documentation is to make the DBE aware that their quote is being used on the project. The documentation is not intended to take the place of a formal contract between the Contractor and the DBE subcontractor.

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

### **Submission of Good Faith Effort**

While the lowest responsible and responsive bidder will not be denied award of the contract based on failing to meet the advertised aspirational goal, the Department expects that the bidder will put forth a good faith effort to meet it. If the bidder fails to meet or exceed the aspirational DBE goal, the apparent lowest responsive bidder shall submit Affidavit A - Listing of Good Faith Efforts. One complete set and 9 copies of this information shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

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

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

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

#### **(B) Joint Checks**

Prior notification of joint check use shall be required when counting DBE participation for services or purchases that involves the use of a joint check. Notification shall be through

submission of the Form JC-1 (*Joint Check Notification Form*) and the use of joint checks shall be in accordance with the Department's Joint Check Procedures.

(C) Subcontracts (Non-Trucking)

A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the aspirational goal. Work that a DBE subcontracts to a non-DBE firm does not count toward the aspirational goal of the contract.

(D) Joint Venture

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

(E) Suppliers

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

(F) Other

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

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

### **Commercially Useful Function**

Even though the goal on the rail PIP project is aspirational, there is still a requirement that the DBEs performing on the project will perform a commercially useful function in the work of a contract. The Contractor may only count/report towards the aspirational goal only expenditures to DBEs that perform a commercially useful function.

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

(B) DBE Utilization in Trucking

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

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

### **Changes in the Work and Replacement of Pledged DBEs**

Throughout the contract there may be changes made by the Engineer or Contractor that result in the reduction or elimination of work that was proposed to be performed by a DBE. Since the goals are aspirational, the Contractor will not be required to seek additional participation elsewhere on the project, but there is an expectation that there will be a continued effort to get DBEs on the job.

If the Engineer or Contractor makes changes that result in additional work to be performed by a DBE based on the Contractor's pledged DBE submittal, the Department has an expectation that the DBE shall participated in the additional work to the same extent as the DBE participated in the original work unless there is a viable reason.

If a DBE cannot perform the work for any reason, there is not a requirement to replace the DBE with another, but there is an expectation by the Department that the Contractor will continue to seek additional DBE participation opportunities on the project. The Department also requires the use of the *DBE Replacement Request Form* (RF-1) for tracking purposes.

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

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

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

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

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

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

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

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

- (A) Electronic Bids Reporting

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



## (B) Paper Bids Reporting

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

**ARRA AND OERI CONTRACT PROVISIONS AND REPORTING REQUIREMENT CERTIFICATION:**

(11-20-12) (Rev. 5-21-13)

SP1 G70

By submission of a proposal or bid, the Contractor agrees to comply with the following provisions. Failure to comply with any or all of the provisions herein may be cause for the contracting agency to issue a cancellation notice to a Contractor.

The Contractor is hereby notified that this project will be financed with American Recovery and Reinvestment Act of 2009 (ARRA) Funds. The Contractor shall assure that all subcontractors and other contracts for services for ARRA funded projects shall have the mandated provisions of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA, the Department will require that the Contractor provide reports and other employment information as evidence to document the number of jobs created and retained by this contract from the Contractor's own workforce and any subcontractors. Additionally, the North Carolina Office of Economic Recovery & Investment (hereinafter, "OERI") has mandated certain procedural and reporting directives that will be followed. Additional provisions have been added to address OERI directives. No direct payment will be made for providing said reports as the cost for same is included in the various items in the contract.

The Contractor agrees that all data submitted to NCDOT and FRA in compliance with the Recovery Act requirements shall be accurate, objective, and of the highest integrity.

**Posting with the Local Employment Security Commission**

In addition to any other job postings the Contractor normally uses, OERI requires that the Contractor post with the local Employment Security Commission Office, all positions for which he intends to hire workers as a result of being awarded this contract. Labor and semi-skilled positions must be posted for at least 48 hours before the hiring decision. All other positions must be posted a minimum of five days before the hiring decision. The selected Contractor and any subcontractors shall report the new hires in the manner prescribed by the Employment Security Commission and the OERI. The NC ESC website can be found at [www.ncesc.com](http://www.ncesc.com).

**Required Contract Provision to Implement ARRA Section 902**

Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009 requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) Examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) Interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives will have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with recovery funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

### **Authority of the Inspector General**

Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The Contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Inspector General.

### **Office of State Budget and Management Access to Records**

OERI requires that the Contractor and subcontractor agree to allow the Office of State Budget and Management internal auditors and state agency internal auditors access to records and employees pertaining to the performance of any contract awarded by a public agency.

### **Buy America Provision**

49 U.S.C. Section 24405(a)(1) requires that iron, steel and manufactured goods used in public buildings or public works projects must be manufactured in the United States. The Contractor agrees to abide by this provision and shall maintain records of such purchases for inspection by authorized agents of the State of North Carolina and federal agencies. The Contractor shall provide the Certificate of Compliance with Buy America to the Engineer. Copies of this certificate are available on the Piedmont Improvement Program website at <http://www.piedmontrail.biz/primary-navigation/links-and-resources>.

### **Wage Rate Provision (applies to all construction, alteration or repair projects)**

Section 1606 of the ARRA requires that all laborers and mechanics employed by Contractors and subcontractors with funds from the ARRA shall be paid wages at rates not less than the prevailing wage rate under the Davis-Bacon Act. The Contractor agrees that by the submission of a proposal/bid in response to a solicitation funded in whole or in part with recovery funds, continuous compliance will be maintained with the Davis-Bacon Act. This applies to all construction contracts that exceed \$2,000.

### **Labor Provisions**

As provided by 49 U.S.C. 24405(b), persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided through the ARRA agreement shall be considered a "rail carrier," as defined by 49 U.S.C. 10102(5), for the purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including the Railroad Retirement Act of 1974 (45 U.S.C. 231 et seq.), the Railway Labor Act (43 45 U.S. C. 151 et seq.), and the Railroad Unemployment Insurance Act (45 U.S.C. 351 et seq.).

### **Availability and Use of Funds**

Contractors understand and acknowledge that any and all payment of funds, or the continuation thereof, is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section

1604 of ARRA, Contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act. Also, funds are not to be used for travel beyond the service area. Further, Contractor understands that ARRA funding is considered “one-time” funding.

### **Outsourcing outside the USA without Specific Prior Approval Provision**

Contractor agrees not to use any recovery funds from a contract or any other performance agreement awarded by the State of North Carolina, its agencies, or political subdivisions for outsourcing outside of the United States, without specific prior written approval from the agency issuing the contract.

### **Federal, State and Local Tax Obligations**

By submission of a proposal, Contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

### **Anti-Discrimination and Equal Opportunity**

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

### **Reports of Fraud or Waste**

Contractors must report to the Inspector General any suspected incidence of waste, fraud and abuse related to ARRA funds, and should notify FRA regional offices of any problems encountered as they occur. Notification can be made by phone at (919) 807-4731 or electronically at [oeri@osbm.nc.gov](mailto:oeri@osbm.nc.gov). Additional information can be found on the NC Recovery website ([www.ncrecovery.gov](http://www.ncrecovery.gov)) by clicking “Reporting of Waste and Fraud”.

### **False Claims Act**

Contractors and subcontractors awarded funds made available under the Recovery Act shall promptly report to the Inspector General any credible evidence that a principal, employee, agency, Contractor, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds.

### **Whistleblower Provisions**

Contractors understand and acknowledge that Article 14 of Chapter 124, NCGS 126-84 through 126-88 (applies to the State and state employees), Article 21 of Chapter 95, NCGS 95-240 through 85-245 (applies to anyone, including state employees), and Section 1553 of the Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employees.

Contractors or Agencies cannot discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency or their representative, information that the employee reasonably believes is evidence of:

- (A) gross mismanagement of an agency contract or grant relating to covered funds;
- (B) a gross waste of covered funds;
- (C) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- (D) an abuse of authority related to the implementation or use of covered funds; or
- (E) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.\*

\* covered funds: “any contract, grant, or other payment received by any non-federal employer if a) the Federal Government provides any portion of the money or property that is provided, requested or demanded; and b) at least some of the funds are appropriated or otherwise made available by this Act” 1553 (g)(2).

Contractor agrees to post notice of the rights and remedies as required by the ARRA.

### **Emblems**

The Contractor agrees to use signs and materials at all fixed project locations at the most publicly accessible location announcing that the project or equipment was funded by the U.S. Department of Transportation, Federal Railroad Administration, with funds provided through the American Recovery and Reinvestment Act as directed by NCDOT. This provision is to be included in any subagreements, leases, third party contracts, or other similar documents used in connection with its Recovery Act Project.

### **Contractor Responsibilities and Reporting Requirements under ARRA**

Contractors are required to complete projects or activities which are funded under the ARRA and to report on use of the funds provided through this award as directed. Information from these reports will be made available to the public. The reporting responsibility should be passed down from the Contractor to the subcontractor in order to ensure that the necessary information is provided within the specified deadline.

Contractors are not responsible for reporting ARRA requirements directly to FRA. The Contractor shall report the required data by way of NCDOT-supplied forms (either Microsoft Excel forms and in the approved version of Excel or editable pdf forms, as provided by NCDOT). The responsibilities for reporting are as follows:

(A) General

(1) Obtaining a Data Universal Numbering System (D-U-N-S) number or the Contractor may use their name and zip code of their Headquarters. For more information, visit <http://fedgov.dnb.com/webform> (for US and International locations) or call 866-705-5711. The toll free number is for US locations only. Registrants will be asked for their entity name, address, city, state, country, postal code, highest ranking individual's name and title, line of business, # of employees and legal structure (i.e.: corporation, non-profit, etc.) and socio economic data (veteran owned, women owned, etc.). If they use the web-form, there is a mailing address area, SIC code and annual revenue data lines but these are optional.

(2) Expenditure amount (amount of payment).

(3) Expenditure description (what was exchanged for the payment).

(4) A brief description of the types of jobs created and jobs retained. "Jobs or positions created" means those new positions created and filled, or previously existing unfilled positions that are filled, as a result of Recovery Act funding. "Jobs or positions retained" means those previously existing filled positions that are retained as a result of Recovery Act funding. A job cannot be reported as both created and retained. Note that contractors will describe jobs created and retained, but will not need to determine which were created versus which were retained.

(5) An estimate of the number of jobs created and jobs retained. At a minimum, this estimate shall include any new positions created and any existing filled positions that were retained to support or carry out Recovery Act projects. The number shall be expressed as "full-time equivalent" (FTE), reported monthly as all hours worked divided by the total number of hours in a full-time schedule.

(6) Percent complete and DBE payment data shall be submitted on a monthly basis, and is due to the NCDOT-Rail Division within 5 days of the end of each month.

(B) ARRA Section 1512

Contractor shall complete Form FHWA-1589 for each month and submit it to the NCDOT-Rail Division within 7 days after the end of the month. This data will be required until the contract is complete.

(1) Contractors will need to report the number of direct on-site job hours associated with the ARRA funds awarded as of the end of the reporting period.

(a) Contractors will not be expected to estimate indirect employment data (such as the employment needed to make "off the shelf" parts that the Contractor purchases).

(b) The Contractor shall report direct labor (for example, construction workers building a maintenance facility, or transit agency workers doing preventive maintenance) for the prime as well as all subcontractors.

- (c) The Contractor shall report direct labor for suppliers when the quantity or value of purchases passes a threshold where there is likely an identifiable employment impact for the vendor. NCDOT will provide detailed guidance and assistance in this calculation.
- (d) USDOT economists will compute the number of indirect jobs and induced jobs (for example, jobs at suppliers or in unrelated industries as a result of the money flowing through the economy.)
- (2) Contractors and consultants shall provide the required information for their own workforce as well as the workforce of all subcontractors that were active on their ARRA funded project(s) for the reporting month.
- (3) The requirement for monthly reporting of employment data is included in all ARRA funded contracts to ensure transparency throughout the delivery of the project. As such, specific requirements have been developed for reporting this monthly data. All Contractors awarded projects shall attend a training session in Raleigh, North Carolina to discuss reporting requirements and procedures.

The Contractor hereby agrees to comply with the Contract Provisions and Reporting Requirements as indicated in the American Recovery and Reinvestment Act of 2009 and any amendments thereto. The Contractor also agrees to comply with any additional reporting requirements that may be requested by NCDOT, FRA, USDOT, the Inspector General (IG), the Government Accountability Office (GAO), or other entities, for example Congressional committees or individual members of Congress. The Contractor hereby agrees to inspections or audits that may occur at any time from the any of the above referenced federal or state agencies. Contractors are requested to provide a copy of any such reports to NCDOT on any responses to such requests for information or as a result of an inspection or audit.

**SPECIAL NOTICE TO BIDDERS:**

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

SP1 G71

This project involves constructing new railroad roadbed on existing Railroad Right of Ways. The North Carolina Department of Transportation will be administering the project and the work will be constructed in accordance with the *January 2012 NCDOT Standard Specification for Roads and Structures*. The *Standard Specifications for Roads and Structures, January 2012 of the North Carolina Department of Transportation*, hereinafter referred to as the *Standard Specifications*, shall apply to the articles of the Project Special Provisions. Portions of the work will be done in accordance with Norfolk Southern, Standard Specifications for Materials and Construction, February 2013 and North Carolina Railroad Company's, FORM NCR 102, SPECIFICATIONS FOR PIPELINE OCCUPANCY OF NORTH CAROLINA RAILROAD COMPANY, Revised January 2009 and FORM NCR 103, SPECIFIC REQUIREMENTS OF NORTH CAROLINA RAILROAD COMPANY FOR WORK ON ITS RIGHT OF WAY, September 1, 2003. These Project Special Provisions sections of the proposal have been written to be in accordance with these documents.

The construction will be taking place in existing Railroad Right of Way owned by North Carolina Railroad Company adjacent to existing tracks that are operated and maintained by Norfolk Southern Corporation. Safety in the Right of Way will be top priority and Norfolk Southern's safety and security policies shall be followed for all employees working within the Right of Way. The safety and security policies and guidelines are further defined in the special provisions.

All work adjacent to the live tracks shall be coordinated with the Norfolk Southern Railway (NSR) Roadway Worker In Charge, as defined later in this document. As a result of safety requirements for

passing trains, there will be intermittent delays requiring all equipment within 25' of the operating tracks to stop work until authorized to proceed by the Railroad. This will result in intermittent delays to the contractor's operations. The contractor needs to account for this in preparing his bid. The contractor shall have no claims whatsoever against the Railroad or the Department for any delays or additional cost incurred for the delays or any changes to the information above after the date of receipt.

### **PREQUALIFICATION OF RAIL ROAD GRADING CONTRACTORS (PIP):**

(2-19-13)

SP1 G72

Contractors desiring to perform work on this project shall be prequalified in accordance with Article 102-2 of the 2012 *Standard Specifications*. Due to this job being on NCCR right of way and working within close proximity of active rail tracks for both freight and passenger trains, all prime contractors must be prequalified to do work covered by **work code 5090**. All bidders shall be prequalified for work code 5090 within 10 calendar days of bid opening, in order to be awarded the contract.

The following criteria may be used to help prequalify contractors for this project:

- (A) Within the last 5 years, the applicant must have been a prime contractor on at least two (2) Interstate or US Route Improvement Projects (i.e. widening, resurfacing), or a prime contractor on two (2) railroad roadbed projects parallel and adjacent to active main track on a Class I Railroad. NCDOT may also consider comparable experience on heavily travelled state routes and airport runway projects.
- (B) The above projects must have been at least \$4 million in project cost.
- (C) Within the last 5 years the applicant must have had at least one project (does not have to be one of the 2 above) that was within or over railroad right of way and involved a rail flagger.

### **PROTECTION OF RAILROAD INTEREST:**

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

SP1 G73

### **KEY STAKEHOLDERS AND ROLES FOR THE JOB**

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

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

<b>TERMS</b>	<b>DEFINITIONS</b>
Engineer, Department's Engineer	NCDOT's Division Engineer, Division Construction Engineer (DCE), Resident Engineer (RE), Assistant Resident Engineer, the authorized representative for NCDOT.
Inspector, Department's Inspector	The authorized inspector for NCDOT.
Standard Specifications, Specifications	NCDOT Standard Specifications for Road and Structures, January 2012.
NCDOT Rail, Rail Division	The North Carolina Department of Transportation, Rail Division. They are a branch of the Department of Transportation responsible for schedule review, reviewing change orders; assisting in answering requests for information (RFI), and working with the owners, operating rail and the Department, and the FRA for compliance and project closeout.
NSR Specifications 2013	Norfolk Southern Standard Specifications for Materials and Construction - February 2013.
NCRR Specifications	This includes the following documents: North Carolina Railroad - NCR101 – Specifications for Wire, Conduit and Cable Occupations of North Carolina Railroad Company, NCR102 – Specifications for Pipeline Occupancy of North Carolina Railroad Company, NCR103 – Specific Requirements of North Carolina Railroad Company for Work on its Right of Way.

#### **AUTHORITY OF RAILROAD ENGINEER AND DEPARTMENT ENGINEER**

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

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

#### **SAFETY GUIDELINES FOR PERSONNEL WORKING ON COMPANY CORRIDOR**

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

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



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

briefings during the day as conditions or work changes.

- (M) The Contractor is responsible for obtaining eRailSafe certification for itself and its employees working on Railroad right of way upon award of Contract. The Contractor shall follow all eRailSafe requirements and escort all subcontractors or non-certified employees on site. Information about requirements and responsibilities to become eRailSafe can be found at: <http://www.e-railsafe.com/>
- (N) The Contractor and all personnel are responsible for obtaining FRA and NSR approved Roadway Worker Certification through an NSR-approved trainer.
- (O) All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- (P) No one is allowed to cross tracks without specific authorization from the flagman.
- (Q) No steel tape or chain will be allowed to cross or touch rails without permission.

#### **GUIDELINES FOR EQUIPMENT WORKING ON COMPANY'S CORRIDOR**

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

- (A) The Contractor's actions shall not interfere with normal train operations. The Contractor shall provide a weekly schedule of activities that may affect train operations or require flagging protection.
- (B) NSR will provide service outages only when absolutely required for construction activities as determined by the Railroad Engineer. No claim by the Contractor against NSR and the Department will be allowed for delays caused by NSR's operations.
- (C) When working on or near operating tracks to be kept in service, NSR may provide a schedule of allowable work periods. Allowable work periods may change due to the variances in train operations. If the Contractor fails to comply with the schedules and performs its work in a manner that causes delay to NSR train operations, it shall be liable for any delays and shall reimburse NSR upon receipt of bills therefore. If at any time the Contractor is required to work longer than a normal 8 hour day to prevent disruption to NSR's train operations, then the Contractor shall do so at no expense to the Railroad and the Department.
- (D) At locations where a flagman is deemed necessary by the Railroad Engineer for the safety of Railroad's property and operations, the Contractor will observe the directions given by the RWIC/flagman. The Contractor will assure that its officers, agents, suppliers, subcontractors and employees observe the directives given by the RWIC/flagman. It is distinctly understood, however, that no direction or failure to give direction by the RWIC/flagman will relieve the Contractor from any of its indemnification commitments in the contract.
- (E) No one shall be allowed within 25' of the centerline of the nearest track without the specific authorization of the RWIC/flagman.
- (F) No one shall be allowed to cross the tracks without specific authorization of the RWIC/flagman.

- (G) All persons working near the track while a train is passing are to look for dragging bands, chains and protruding or shifted cargo. If any of these are observed, they must notify the RWIC/flagman immediately.
- (H) No one shall be allowed to pass between, over or under rail cars.
- (I) No steel or metallic chain or measuring tape shall be allowed to cross or touch rails without permission of the RWIC/flagman.
- (J) No construction materials shall be placed on tracks without approval of the Railroad Engineer.
- (K) When working on tracks, switches shall be lined away from the work area and switch points spiked down or clamped or rail ends mismatched to prevent cars or engines from entering the work area.
- (L) No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from railroad official and flagman.
- (M) No crane or boom equipment will be allowed to foul track or lift a load over the track without flagman protection and track time.
- (N) All employees will stay with their machines when crane or boom equipment is pointed toward track.
- (O) All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- (P) Swinging loads must be secured to prevent movement while train is passing no loads will be suspended above a moving train.
- (Q) No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- (R) Trucks, tractors or any equipment will not touch ballast line without specific permission from flagman.
- (S) No equipment or load movement within 25' or above a standing train or railroad equipment without specific authorization of the flagman.
- (T) All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- (U) All equipment, loads and cables are prohibited from touching the rails.
- (V) While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.

- (W) The Contractor is responsible for the ingress and egress of its plant, equipment, materials and labor to and from the construction site in accordance with the following:
- (1) No movement that may endanger the safe normal Railroad operations shall be made without the approval of the RWIC/flagman as to route and time of use.
  - (2) No movement of the Contractor's plant equipment, materials and labor to and from the site shall be made without the approval of the RWIC/flagman.
- (X) Railroad regulations concerning the movement of vehicles on Railroad property shall be followed by the Contractor, its subcontractors and all of the respective personnel, including, without limitation, weight restrictions for roadways.
- (Y) Use of access routes shall not cause the fouling of turnouts, flangeways, equipment, and drainage facilities with gravel, mud, waste materials, or timbers used for crossing tracks. Such routes shall be planned in such a way to minimize the risk of damage to Railroad facilities and must be approved by the Railroad Engineer.
- (Z) No equipment or materials will be parked or stored on Company's corridor unless specific authorization is granted from the Railroad Engineer.
- (AA) All unattended equipment that is left parked on Company's corridor shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- (BB) All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

#### **FAILURE TO COMPLY WITH SAFETY REQUIREMENTS**

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

**FEDERAL RAILROAD ADMINISTRATION (FRA) SAFETY REQUIREMENTS**

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

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

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

**RAILROAD INSURANCE: SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTEREST**

State Project: U-4716A/C

Counties: Durham and Wake

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

(1) **CONTRACTOR'S COMMERCIAL GENERAL LIABILITY INSURANCE:**

The Contractor shall furnish an original and one copy of the certificate of insurance and one certified copy of the policy to the Department as evidence that, with respect to the operations he performs on railroad right of way, he carries regular Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Company and Railroad specified in item A.2.c. below as an additional insured, and shall include a severability of interests provision.

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

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

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

- (a) The insurer must be rated A- or better by A.M. Best Company, Inc.
- (b) The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:
  - (1) CG 00 35 01 96 and CG 28 31 10 93; or
  - (2) CG 00 35 07 98 and CG 28 31 07 98; or

- (3) CG 00 35 10 01; or
- (4) CG 00 35 12 04
- (c) The named insured on each policy as required to be issued to each Company and to Railroad shall read: (NOTE: The below insured is to be treated separately as an insured on each railroad protective policy for a total of (2) two separate policies being issued.)

North Carolina Railroad Company  
 2809 Highwoods Blvd, Suite 100  
 Raleigh, NC 27604-1000  
 Attn: Property Department;

and

Norfolk Southern Railway Company  
 Three Commercial Place  
 Norfolk, Virginia 23510-2191  
 Attn: Risk Management

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

The Description and Designation shall read:

Clegg Passing Siding and Hopson Road Grade Separation  
 Construction of new railroad roadbed accommodating main track and passing siding adjacent to the tracks owned by North Carolina Railroad Company and operated by Norfolk Southern Railway Company in Durham and Wake Counties, North Carolina, identified as State TIP U-4716A/C and Federal Project FRA-FR-HSR-0006-10-01-00.

- (e) The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number.
- (f) The name and address of the prime contractor must appear on the Declarations.
- (g) The name and address of the Department must be identified on the Declarations as the “Involved Governmental Authority or Other Contracting Party.”
- (h) Other endorsements/forms that will be accepted are:
  - (1) Broad Form Nuclear Exclusion – Form IL 00 21
  - (2) 30-day Advance Notice of Non-renewal or cancellation
  - (3) 60-day written notice be given the Department prior to cancellation or change
  - (4) Quick Reference or Index Form CL/IL 240
- (i) Endorsements/forms that are NOT acceptable are:
  - (1) Any Pollution Exclusion Endorsement except CG 28 31
  - (2) Any Punitive or Exemplary Damages Exclusion
  - (3) Known injury or Damage Exclusion form CG 00 59
  - (4) Any Common Policy Conditions form
  - (5) Any other endorsement/form not specifically authorized in item no. 2.h above.

- (B) If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1

above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way. As an alternative, the Prime Contractor may provide insurance for the subcontractor by means of separate and individual policies.

- (C) Prior to entry on Company's corridor, the original and one duplicate copy of the Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Company and Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Department, Company and Railroad at the addresses below, and one certified copy of the Prime Contractor and any Subcontractor's policy is to be forwarded to the Department for its review and transmittal to the Company and Railroad. All policies and certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to the Department, Company and Railroad. The Railroad will not permit any work on Company's corridor until the Company and Railroad has reviewed and approved the evidence of insurance required herein.

DEPARTMENT:

NCDOT Rail Division  
Engineering & Safety Branch  
C/O State Railroad Agent  
1556 Mail Service Center  
Raleigh, NC 27699-1556

RAILROAD:

Risk Management  
Norfolk Southern Railway Company  
Three Commercial Place  
Norfolk, Virginia 23510-2191

COMPANY:

North Carolina Railroad Company  
2809 Highwoods Blvd.  
Suite 100  
Raleigh, NC 27604

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

**FAILURE TO COMPLY**

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

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

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

**PAYMENT FOR COST OF COMPLIANCE**

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

**RAILROAD SITE DATA**

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

Number of tracks	-	1 Main Track, 1 Siding Track
Number of trains per day	-	12
Type of Trains per day	-	6 Passenger and 6 Freight
Maximum speed of trains	-	79 mph

**NOTICE OF STARTING WORK**

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

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

Mr. Rick Meredith, PE  
Norfolk Southern Corporation  
1200 Peachtree Street NE  
Building Box 142  
Atlanta, Georgia 30309

Mr. Jim Kessler, PE  
North Carolina Railroad Company  
2809 Highwoods Blvd  
Suite 100  
Raleigh, NC 27604

- (B) Obtained written authorization from both Norfolk Southern Railway and North Carolina Railroad Company to begin work on Railroad right-of-way, such authorization to include an outline of specific conditions with which the contractor must comply.



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

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

#### **INTERFERENCE WITH RAILROAD OPERATIONS**

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

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

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

#### **TRACK CLEARANCES**

- (A) Before undertaking any work within railroad right-of-way, or before placing any obstruction over any track, the Contractor shall:
  - (1) Notify the RWIC/Track Supervisor at least 72 hours in advance of the work.
  - (2) Receive assurance from the Railroad Engineer that arrangements have been made for flagging service as may be necessary.
  - (3) Receive permission from the RWIC/Track Supervisor to proceed with the work.

- (4) Ascertain that the Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.
- (B) The minimum track clearances to be maintained by the Contractor during construction are as follows:
  - (1) Horizontal clearance measured from centerline of track to falsework:
    - 13'-0" on tangent track
    - 14'-0" on curved track
  - (2) Vertical clearance from top of rail to falsework: 22'-0"

### CONSTRUCTION PROCEDURES

#### (A) General

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

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

#### (B) Excavation

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

#### (C) Excavation for Structures

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

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

#### (D) Demolition, Erection, Hoisting

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

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

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

(E) Blasting

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

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

The Railroad representative/engineer will:

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

(F) Maintenance of Railroad Facilities

The Contractor will be required to maintain all ditches and drainage structures free of silt or other

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

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

(G) Storage of Materials and Equipment

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

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

(H) Cleanup

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

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

## DAMAGES

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

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

**CONTRACTOR FURNISHED TWO WAY RADIOS**

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

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

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

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

**FLAGGING SERVICES**

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

**(A) When Required**

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

Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. The Railroad Engineer will determine how many flagmen are required for the job. However, if the Contractor works within distances that violates instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a

flagman or flagmen may be required full time until the project has been completed. Any additional cost for additional flagging as a result of the Contractor violating the instruction of the RWIC/flagman will be the contractor's responsibility and shall be deducted from the contractor's monies.

(B) Scheduling and Notification

- (1) The Contractor's work requiring railroad flagging services shall be scheduled in advance and updated weekly to insure flagman coverage for the work to be performed. Flagging services will be provided by the Railroad for work required by the contract to complete the project. The contractor's work schedule shall be during normal daylight hours for safety concerns. Nighttime operations are not permitted without prior written approval from the Railroad Engineer and the Department's Engineer and shall be only be considered on a case by case basis.
- (2) Not later than the time that approval is initially requested to begin work on Company corridor, the Contractor shall furnish to the Company, Railroad and the Department a schedule for all work required to complete the portion of the project within Company corridor and arrange for a job site meeting between the Contractor, the Department, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
- (3) The Contractor, through the Engineer, will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Company corridor in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor, through the Engineer, will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right of way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer.
- (4) If flagging is required, no work shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days' notice before flagging service may be discontinued and responsibility for payment stopped.
- (5) If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right of way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Company, Department or Railroad.

(C) Payment

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

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

Contractor's monies.

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

(D) Verification

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

Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagman or flagmen must be resolved in a timely manner. If need for flagman or flagmen is questioned, please contact Railroad's System Engineer of Public Improvements at (404) 529-1641. All verbal complaints must be confirmed in writing by the Contractor within 5 working days with copy to the Department Engineer. Address all written correspondence to:

Office of Chief Engineer-Bridges & Structures  
Attn: System Engineer of Public Improvements  
Norfolk Southern Corporation  
1200 Peachtree St. NE  
Internal Box 142  
Atlanta, GA 30309

### HAUL ACROSS RAILROAD

Where the plans show or imply that materials of any nature must be hauled across the Railroad, unless the plans clearly show that the Department has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding

means of transporting such materials across the Railroad. The Contractor will be required to bear all costs incidental to such crossings whether services are performed by the contractor's own forces or by Railroad personnel.

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

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

#### **WORK FOR THE BENEFIT OF THE CONTRACTOR**

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

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

#### **COOPERATION AND DELAYS**

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

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

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



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

### **TRAINMAN'S WALKWAYS**

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

### **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.

**U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:**

(11-22-94)

108-5

SP1 G100

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

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

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

**SUBSURFACE INFORMATION:**

(7-1-95)

450

SP1 G112 A

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

**LOCATING EXISTING UNDERGROUND UTILITIES:**

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

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

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

**RESOURCE CONSERVATION:**

(5-21-13)

104-13

SP1 G118

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

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

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

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

**DOMESTIC STEEL:**

(4-16-13)

106

SP1 G120

Revise the *2012 Standard Specifications* as follows:

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

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

**COOPERATION BETWEEN CONTRACTORS:**

(7-1-95)

105-7

SP1 G133

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

U-4716A, U-4716B, U-4716C, Clegg Passing Siding & Hopson Rd Grade Separation and Closing of At-Grade RR Crossings was let in November 2012 and is currently under construction.

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

**TWELVE MONTH GUARANTEE:**

(7-15-03)

108

SP1 G145

- (A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Department, and/or for use in excess of the design.
- (B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

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

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

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

**GIFTS FROM VENDORS AND CONTRACTORS:**

(12-15-09)

107-1

SP1 G152

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

- (A) Have a contract with a governmental agency; or
- (B) Have performed under such a contract within the past year; or
- (C) Anticipate bidding on such a contract in the future.

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

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

**LIABILITY INSURANCE:**

(5-20-14)

SP1 G160

Revise the *2012 Standard Specifications* as follows:

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

Prior to beginning services, all contractors shall provide proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors, irrespective of whether having regularly in service fewer than three employees.

**EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:**

(1-16-07) (Rev 9-18-12)

105-16, 225-2, 16

SP1 G180

**General**

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

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

- (A) *Certified Supervisor* - Provide a certified Erosion and Sediment Control/Stormwater Supervisor to manage the Contractor and subcontractor operations, insure compliance with Federal, State and Local ordinances and regulations, and manage the Quality Control Program.
- (B) *Certified Foreman* - Provide a certified, trained foreman for each construction operation that increases the potential for soil erosion or the possible sedimentation and turbidity of surface waters.
- (C) *Certified Installer* - Provide a certified installer to install or direct the installation for erosion or sediment/stormwater control practices.
- (D) *Certified Designer* - Provide a certified designer for the design of the erosion and sediment control/stormwater component of reclamation plans and, if applicable, for the design of the project erosion and sediment control/stormwater plan.

### **Roles and Responsibilities**

- (A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:
  - (1) *Manage Operations* - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
    - (a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
    - (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
    - (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
    - (d) Implement the erosion and sediment control/stormwater site plans requested.
    - (e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
    - (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
    - (g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
    - (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.

- (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
  - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
  - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.
- (2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:
- (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
  - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days, twice weekly for construction related *Federal Clean Water Act, Section 303(d)* impaired streams with turbidity violations, and within 24 hours after a significant rainfall event of 0.5 inch that occurs within a 24 hour period.
  - (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
  - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
  - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
  - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
  - (g) Provide secondary containment for bulk storage of liquid materials.
  - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
  - (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.
- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:

- (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
- (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
- (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
- (d) Conduct the inspections required by the NPDES permit.
- (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
- (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
- (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
- (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
- (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
- (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.

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

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

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

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

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

- (1) Seeding and Mulching
- (2) Temporary Seeding
- (3) Temporary Mulching
- (4) Sodding
- (5) Silt fence or other perimeter erosion/sediment control device installations
- (6) Erosion control blanket installation
- (7) Hydraulic tackifier installation
- (8) Turbidity curtain installation
- (9) Rock ditch check/sediment dam installation
- (10) Ditch liner/matting installation

- (11) Inlet protection
- (12) Riprap placement
- (13) Stormwater BMP installations (such as but not limited to level spreaders, retention/detention devices)
- (14) Pipe installations within jurisdictional areas

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

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

### **Preconstruction Meeting**

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

### **Ethical Responsibility**

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

### **Revocation or Suspension of Certification**

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

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

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

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



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

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

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

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

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

### **Measurement and Payment**

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

### **PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:**

(2-20-07) (Rev. 3-19-13)

105-16, 230, 801

SP1 G181

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

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

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

During the Environmental Assessment required by Article 230-4 of the *2012 Standard Specifications*, the Contractor shall define the point at which the discharge enters into the State's surface waters and the appropriate sampling locations. Sampling locations shall include points upstream and downstream from the point at which the discharge enters these waters. Upstream sampling location shall be located so that it is not influenced by backwater conditions and represents natural background conditions. Downstream sampling location shall be located at the point where complete mixing of the discharge and receiving water has occurred.

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

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

The Contractor shall use the *NCDOT Turbidity Reduction Options for Borrow Pits Matrix*, available at [http://www.ncdot.gov/doh/operations/dp\\_chief\\_eng/roadside/fieldops/downloads/Files/TurbidityReductionOptionSheet.pdf](http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/fieldops/downloads/Files/TurbidityReductionOptionSheet.pdf) to plan, design, construct, and maintain BMPs to address water quality standards. Tier I Methods include stilling basins which are standard compensatory BMPs. Other Tier I methods are noncompensatory and shall be used when needed to meet the stream turbidity standards. Tier II Methods are also noncompensatory and are options that may be needed for protection of rare or unique resources or where special environmental conditions exist at the site which have led to additional requirements being placed in the DWQ's 401 Certifications and approval letters, Isolated Wetland Permits, Riparian Buffer Authorization or a DOT Reclamation Plan's Environmental Assessment for the specific site. Should the Contractor exhaust all Tier I Methods on a site exclusive of rare or unique resources or special environmental conditions, Tier II Methods may be required by regulators on a case by case basis per supplemental agreement.

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

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

**EMPLOYMENT:**

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

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

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

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

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

**STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:**

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

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

**SUBLETTING OF CONTRACT:**

(11-18-2014)

108-6

SP1 G186

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

**BIDS OVER LIMIT:**

(01-30-14)

SPD 01-400

In accordance with GS 136-28.1(b), if the total bid amount of the contract exceeds \$2.5 million, the bid will not be considered for award.

**CONTRACT PAYMENT AND PERFORMANCE BOND:**

(01-30-14)

102-8, 102-10

SPD 01-420

A performance bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contract in accordance with specifications and conditions of the contract is required for contracts of \$500,000 or more. Such bond shall be solely for the protection of the North Carolina Department of Transportation and the State of North Carolina.

A payment bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the prompt payment for all labor or materials for which the Contractor, or his subcontractors, are liable is required for Construction contracts greater than \$500,000. The payment bond shall be solely for the protection of persons or firms furnishing materials or performing labor for this contract for which the Contractor is liable.

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

**CONTRACTOR CLAIM SUBMITTAL FORM:**

(2-12-14)

104-3

SPD 01-440

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the Construction Unit or at <https://connect.ncdot.gov/projects/construction/Pages/Construction-Resources.aspx> as Form CCSF under Construction Forms.

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer in writing, with detailed justification, prior to submitting the final invoice payment. Once an invoice is received and accepted that is marked as “Final”, the Contractor shall be barred from recovery.

**PROJECT SPECIAL PROVISIONS****ROADWAY****BORROW EXCAVATION (In Place or Truck Measurement):**

(7-1-95)

230

SP2 R58

The borrow material used on this project will be measured for payment by in place measurement as provided in Article 230-5 of the *2012 Standard Specifications*, or by truck measurement as provided in Article 230-5 of the *2012 Standard Specifications*, as directed by the Engineer.

**FLOWABLE FILL:**

(9-17-02) (Rev 1-17-12)

300, 340, 450, 1000, 1530, 1540, 1550

SP3 R30

**Description**

This work consists of all work necessary to place flowable fill in accordance with these provisions, the plans, and as directed.

**Materials**

Refer to Division 10 of the *2012 Standard Specifications*.

**Item**

Flowable Fill

**Section**

1000-6

**Construction Methods**

Discharge flowable fill material directly from the truck into the space to be filled, or by other approved methods. The mix may be placed full depth or in lifts as site conditions dictate. The Contractor shall provide a method to plug the ends of the existing pipe in order to contain the flowable fill.

**Measurement and Payment**

At locations where flowable fill is called for on the plans and a pay item for flowable fill is included in the contract, *Flowable Fill* will be measured in cubic yards and paid as the actual number of cubic yards that have been satisfactorily placed and accepted. Such price and payment will be full compensation for all work covered by this provision including, but not limited to, the mix design, furnishing, hauling, placing and containing the flowable fill.

Payment will be made under:

**Pay Item**

Flowable Fill

**Pay Unit**

Cubic Yard

**MATERIALS:**

(2-21-12) (Rev. 4-21-15)

1000, 1002, 1005, 1024, 1050, 1056, 1074, 1078, 1080, 1081, 1086, 1084, 1087, 1092

SP10 R01

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

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

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

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

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

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

Page 10-1, Article 1000-2, MATERIALS, line 16; Page 10-8, Subarticle 1000-7(A), MATERIALS, line 8; and Page 10-18, Article 1002-2, MATERIALS, line 9, add the following to the table of item references:

Item	Section
Type II Blended Cement	1024-1

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

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

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

**Page 10-6, Subarticle 1000-4(I), Use of Fly Ash, lines 36-2,** replace the first paragraph with the following:

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

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

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



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

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

A. See Subarticle 1005-4(A).

B. See Subarticle 1005-4(B).

C. For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).

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

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

**Page 10-46, Table 1024-1, POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE**, replace with the following:

<b>TABLE Error! Use the Home tab to apply Section Number Char to the text that you want to appear here.1024-1</b>	
<b>POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE</b>	
<b>Pozzolan</b>	<b>Rate</b>
Class F Fly Ash	20% - 30% by weight of required cement content with 1.0 lb Class F fly ash per lb of cement replaced
Ground Granulated Blast Furnace Slag	35%-50% by weight of required cement content with 1.0 lb slag per lb of cement replaced
Microsilica	4%-8% by weight of required cement content with 1.0 lb microsilica per lb of cement replaced

**Page 10-47, Subarticle 1024-3(B), Approved Sources, lines 16-18**, replace the second sentence of the second paragraph with the following:

Tests shall be performed by AASHTO's designated National Transportation Product Evaluation Program (NTPEP) laboratory for concrete admixture testing.

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

All fencing material and accessories shall meet Section 106.

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

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

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

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

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

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

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

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

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

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

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

- (B) At least 3 panels prepared as specified in 5.5.10 of AASHTO M 300, Bullet Hole Immersion Test.
- (C) At least 3 panels of 4"x6"x1/4" for the Elcometer Adhesion Pull Off Test, ASTM D4541.
- (D) A certified test report from an approved independent testing laboratory for the Salt Fog Resistance Test, Cyclic Weathering Resistance Test, and Bullet Hole Immersion Test as specified in AASHTO M 300.
- (E) A certified test report from an approved independent testing laboratory that the product has been tested for slip coefficient and meets AASHTO M253, Class B.

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

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

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

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

For epoxy resin systems used for embedding dowel bars, threaded rods, rebar, anchor bolts and other fixtures in hardened concrete, the manufacturer shall submit test results showing that the bonding system will obtain 125% of the specified required yield strength of the fixture. Furnish certification that, for the particular bolt grade, diameter and embedment depth required, the anchor system will not fail by adhesive failure and that there is no movement of the anchor bolt. For certification and anchorage, use 3,000 psi as the minimum Portland cement concrete compressive strength used in this test. Use adhesives that meet Section 1081.

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

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

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

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

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

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

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

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

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

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

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

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

**1081-4 EPOXY RESIN ADHESIVE FOR BONDING TRAFFIC MARKINGS**

**(A) General**

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

**(B) Classification**

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

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

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

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

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

**(C) Requirements**

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

**(D) Prequalification**

Refer to Subarticle 1081-1(E).

**(E) Acceptance**

Refer to Subarticle 1081-1(F).

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

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

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

The epoxy shall meet Article 1081-4.

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

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

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

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

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

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

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

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

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

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

Observation Angle, degrees	Entrance Angle, degrees	White	Yellow	Green	Red	Blue	Fluorescent Yellow Green	Fluorescent Yellow
0.2	-4.0	525	395	52	95	30	420	315
0.2	30.0	215	162	22	43	10	170	130
0.5	-4.0	310	230	31	56	18	245	185
0.5	30.0	135	100	14	27	6	110	81
1.0	-4.0	<b>120</b>	60	8	16	3.6	64	48
1.0	30.0	45	34	4.5	9	2	36	27

**SHOULDER AND SLOPE BORROW:**

(3-19-13)

1019

SP10 R10

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

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

<b>pH TEST RESULT</b>	<b>Sandy Soils Additional Rate (lbs. / Acre)</b>	<b>Silt Loam Soils Additional Rate (lbs. / Acre)</b>	<b>Clay Loam Soils Additional Rate (lbs. / Acre)</b>
4.0 - 4.4	1,000	4,000	6,000
4.5 - 4.9	500	3,000	5,000
5.0 - 5.4	NA	2,000	4,000

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

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

**STABILIZATION REQUIREMENTS:**

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

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

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

**(East)****SEEDING AND MULCHING:**

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



## All Roadway Areas

50#	Tall Fescue	50#	Tall Fescue
10#	Centipede	10#	Centipede
25#	Bermudagrass (hulled)	35#	Bermudagrass (unhulled)
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

## Waste and Borrow Locations

75#	Tall Fescue	75#	Tall Fescue
25#	Bermudagrass (hulled)	35#	Bermudagrass (unhulled)
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Note: 50# of Bahiagrass may be substituted for either Centipede or Bermudagrass only upon Engineer's request.

## Approved Tall Fescue Cultivars

06 Dust	Escalade	Justice	Scorpion
2 <sup>nd</sup> Millennium	Essential	Kalahari	Serengeti
3 <sup>rd</sup> Millennium	Evergreen 2	Kentucky 31*	Shelby
Apache III	Falcon IV	Kitty Hawk 2000	Sheridan
Avenger	Falcon NG	Legitimate	Signia
Barlexas	Falcon V	Lexington	Silver Hawk
Barlexas II	Faith	LSD	Sliverstar
Bar Fa	Fat Cat	Magellan	Shenandoah Elite
Barrera	Festnova	Matador	Sidewinder
Barrington	Fidelity	Millennium SRP	Skyline
Barrobusto	Finelawn Elite	Monet	Solara
Barvado	Finelawn Xpress	Mustang 4	Southern Choice II
Biltmore	Finesse II	Ninja 2	Speedway
Bingo	Firebird	Ol' Glory	Spyder LS
Bizem	Firecracker LS	Olympic Gold	Sunset Gold
Blackwatch	Firenza	Padre	Taccoa
Blade Runner II	Five Point	Patagonia	Tanzania
Bonsai	Focus	Pedigree	Trio
Braveheart	Forte	Picasso	Tahoe II
Bravo	Garrison	Piedmont	Talladega
Bullseye	Gazelle II	Plantation	Tarheel
Cannavaro	Gold Medallion	Proseeds 5301	Terrano
Catalyst	Grande 3	Prospect	Titan ltd
Cayenne	Greenbrooks	Pure Gold	Titanium LS
Cessane Rz	Greenkeeper	Quest	Tracer
Chipper	Gremlin	Raptor II	Traverse SRP

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Cochise IV	Greystone	Rebel Exeda	Tulsa Time
Constitution	Guardian 21	Rebel Sentry	Turbo
Corgi	Guardian 41	Rebel IV	Turbo RZ
Corona	Hemi	Regiment II	Tuxedo RZ
Coyote	Honky Tonk	Regenerate	Ultimate
Darlington	Hot Rod	Rendition	Venture
Davinci	Hunter	Rhambler 2 SRP	Umbrella
Desire	Inferno	Rembrandt	Van Gogh
Dominion	Innovator	Reunion	Watchdog
Dynamic	Integrity	Riverside	Wolfpack II
Dynasty	Jaguar 3	RNP	Xtremegreen
Endeavor	Jamboree	Rocket	

**\*Note: Kentucky 31 will no longer be an approved NCDOT Tall Fescue Cultivar after December 31, 2015.**

On cut and fill slopes 2:1 or steeper Centipede shall be applied at the rate of 5 pounds per acre and add 20# of Sericea Lespedeza from January 1 - December 31.

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

#### **TEMPORARY SEEDING:**

Fertilizer shall be the same analysis as specified for *Seeding and Mulching* and applied at the rate of 400 pounds and seeded at the rate of 50 pounds per acre. Sweet Sudan Grass, German Millet or Browntop Millet shall be used in summer months and Rye Grain during the remainder of the year. The Engineer will determine the exact dates for using each kind of seed.

#### **FERTILIZER TOPDRESSING:**

Fertilizer used for topdressing on all roadway areas except slopes 2:1 and steeper shall be 10-20-20 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 10-20-20 analysis and as directed.

Fertilizer used for topdressing on slopes 2:1 and steeper and waste and borrow areas shall be 16-8-8 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 2-1-1 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 16-8-8 analysis and as directed.

**SUPPLEMENTAL SEEDING:**

The kinds of seed and proportions shall be the same as specified for *Seeding and Mulching*, with the exception that no centipede seed will be used in the seed mix for supplemental seeding. The rate of application for supplemental seeding may vary from 25# to 75# per acre. The actual rate per acre will be determined prior to the time of topdressing and the Contractor will be notified in writing of the rate per acre, total quantity needed, and areas on which to apply the supplemental seed. Minimum tillage equipment, consisting of a sod seeder shall be used for incorporating seed into the soil as to prevent disturbance of existing vegetation. A clodbuster (ball and chain) may be used where degree of slope prevents the use of a sod seeder.

**MOWING:**

The minimum mowing height on this project shall be 4 inches.

**LAWN TYPE APPEARANCE:**

All areas adjacent to lawns must be hand finished as directed to give a lawn type appearance. Remove all trash, debris, and stones  $\frac{3}{4}$ " and larger in diameter or other obstructions that could interfere with providing a smooth lawn type appearance. These areas shall be reseeded to match their original vegetative conditions, unless directed otherwise by the Field Operations Engineer.

**RESPONSE FOR EROSION CONTROL:****Description**

Furnish the labor, materials, tools and equipment necessary to move personnel, equipment, and supplies to the project necessary for the pursuit of any or all of the following work as shown herein, by an approved subcontractor.

<b>Section</b>	<b>Erosion Control Item</b>	<b>Unit</b>
1605	Temporary Silt Fence	LF
1606	Special Sediment Control Fence	LF/TON
1615	Temporary Mulching	ACR
1620	Seed - Temporary Seeding	LB
1620	Fertilizer - Temporary Seeding	TN
1631	Matting for Erosion Control	SY
SP	Coir Fiber Mat	SY
1640	Coir Fiber Baffles	LF
SP	Permanent Soil Reinforcement Mat	SY

1660	Seeding and Mulching	ACR
1661	Seed - Repair Seeding	LB
1661	Fertilizer - Repair Seeding	TON
1662	Seed - Supplemental Seeding	LB
1665	Fertilizer Topdressing	TON
SP	Safety/Highly Visible Fencing	LF
SP	Response for Erosion Control	EA

### Construction Methods

Provide an approved subcontractor who performs an erosion control action as described in the NPDES Inspection Form SPPP30. Each erosion control action may include one or more of the above work items.

### Measurement and Payment

*Response for Erosion Control* will be measured and paid for by counting the actual number of times the subcontractor moves onto the project, including borrow and waste sites, and satisfactorily completes an erosion control action described in Form 1675. The provisions of Article 104-5 of the *Standard Specifications* will not apply to this item of work.

Payment will be made under:

#### Pay Item

Response for Erosion Control

#### Pay Unit

Each

### **STOCKPILE AREAS:**

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

### **ACCESS AND HAUL ROADS:**

At the end of each working day, the Contractor shall install or re-establish temporary diversions or earth berms across access/haul roads to direct runoff into sediment devices. Silt fence sections that are temporarily removed shall be reinstalled across access/haul roads at the end of each working day.

### **WASTE AND BORROW SOURCES:**

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

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

All offsite Staging Areas, Borrow and Waste sites shall be in accordance with "Borrow and Waste Site Reclamation Procedures for Contracted Projects" located at:

[http://www.ncdot.gov/doh/operations/dp\\_chief\\_eng/roadside/fieldops/downloads/Files/ContractedReclamationProcedures.pdf](http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/fieldops/downloads/Files/ContractedReclamationProcedures.pdf)

All forms and documents referenced in the "Borrow and Waste Site Reclamation Procedures for Contracted Projects" shall be included with the reclamation plans for offsite staging areas, and borrow and waste sites.

### **SKIMMER BASIN WITH BAFFLES:**

#### **Description**

Provide a skimmer basin to remove sediment from construction site runoff at locations shown in the erosion control plans. See the Skimmer Basin with Baffles Detail sheet provided in the erosion control plans. Work includes constructing sediment basin, installation of temporary slope drain pipe and coir fiber baffles, furnishing, installation and cleanout of skimmer, providing and placing stone pad on bottom of basin underneath skimmer device, providing and placing a geotextile spillway liner, providing coir fiber mat stabilization for the skimmer outlet, disposing of excess materials, removing temporary slope drain, coir fiber baffles, geotextile liner and skimmer device, backfilling basin area with suitable material and providing proper drainage when basin area is abandoned.

#### **Materials**

<b>Item</b>	<b>Section</b>
Stone for Erosion Control, Class B	1042
Geotextile for Soil Stabilization, Type 4	1056
Fertilizer for Temporary Seeding	1060-2
Seed for Temporary Seeding	1060-4
Seeding and Mulching	1060-4
Matting for Erosion Control	1060-8
Staples	1060-8
Coir Fiber Mat	1060-14
Temporary Slope Drain	1622-2
Coir Fiber Baffle	1640

Provide appropriately sized and approved skimmer device.

Provide Schedule 40 PVC pipe with a length of 6 ft. to attach to the skimmer and the coupling connection to serve as the arm pipe. For skimmer sizes of 2.5 in. and smaller, the arm pipe

diameter shall be 1.5 inches. For skimmer sizes of 3 in. and larger, refer to manufacturer recommendation.

Provide 4" diameter Schedule 40 PVC pipe to attach to coupling connection of skimmer to serve as the barrel pipe through the earthen dam.

Anchors: Staples, stakes, or reinforcement bars shall be used as anchors.

#### Wooden Stakes:

Provide hardwood stakes 12"- 24" long with a 2" x 2" nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving through the coir fiber mat and down into the underlying soil. The other end of the stake needs to have a 1"- 2" long head at the top with a 1"- 2" notch following to catch and secure the coir fiber mat.

#### Steel Reinforcement Bars:

Provide uncoated #10 steel reinforcement bars 24" nominal length. The bars shall have a 4" diameter bend at one end with a 4" straight section at the tip to catch and secure the coir fiber mat.

#### Staples:

Provide staples made of 0.125" diameter new steel wire formed into a *u* shape not less than 12" in length with a throat of 1" in width.

### Construction Methods

Excavate basin according to the erosion control plans with basin surface free of obstructions, debris, and pockets of low-density material. Install temporary slope drain pipe and construct the primary spillway according to the Skimmer Basin with Baffles Detail sheet in the erosion control plans. Temporary slope drain pipe at inlet of basin may be replaced by geotextile as directed. Construct the coir fiber baffles according to *Roadway Standard Drawings* No. 1640.01 and Section 1640 of the *Standard Specifications*.

Install skimmer device according to manufacturer recommendations. Install 4" Schedule 40 PVC pipe into dam on the lower side of basin 1 ft. from the bottom of the basin and according to the detail, and extend the pipe so the basin will drain. Attach a 6 ft. arm pipe to the coupling connection and skimmer according to manufacturer recommendations. The coupling shall be rigid and non-buoyant and not exceed a diameter of 4" and 12" in length. Attach the rope included with the skimmer to the tee between the vent socket and the tube inlet, and the other end to a wooden stake or metal post. Clean out skimmer device when it becomes clogged with sediment and/or debris and is unable to float at the top of water in skimmer basin. Take appropriate measures to avoid ice accumulation in the skimmer device. Construct a stone pad of Class B stone directly underneath the skimmer device at bottom of basin. The pad shall be a minimum of 12" in height, and shall have a minimum cross sectional area of 4 ft. by 4 ft.

Line primary spillway with geotextile unrolled in the direction of flow and lay smoothly but loosely on soil surface without creases. Bury edges of geotextile in a trench at least 5" deep and tamp firmly. If geotextile for the primary spillway is not one continuous piece of material, make horizontal overlaps a minimum of 18" with upstream geotextile overlapping the downstream geotextile. Secure geotextile with eleven gauge wire staples shaped into a *u* shape with a length of not less than 12" and a throat not less than 1" in width. Place staples along outer edges and throughout the geotextile a maximum of 3 ft. horizontally and vertically. Geotextile shall be placed to the bottom and across the entire width of the basin according to the Skimmer Basin with Baffles detail. Place sealant inside basin around barrel pipe on top of geotextile with a minimum width of 6 in.

At the skimmer outlet, provide a smooth soil surface free from stones, clods, or debris that will prevent contact of the coir fiber matting with the soil. Unroll the matting and apply without stretching such that it will lie smoothly but loosely on the soil surface. Wooden stakes, reinforcement bars, or staples may be used as anchors in accordance with the details in the plans and as directed. Place anchors across the matting at the ends approximately 1 ft. apart. Place anchors along the outer edges and down the center of the matting 3 ft. apart.

All bare side slope sections of the skimmer basin shall be seeded with a temporary or permanent seed mix as directed and in accordance with Articles 1620-3, 1620-4, 1620-5, 1660-4, 1660-5 and 1660-7 of the *Standard Specifications*. Straw or excelsior matting shall be installed on all bare side slope sections immediately upon the completion of seeding and in accordance with Article 1631-3 of the *Standard Specifications*.

### **Measurement and Payment**

*Silt Excavation* will be measured and paid for in accordance with Article 1630-4 of the *Standard Specifications*, as calculated from the typical section throughout the length of the basin as shown on the final approved plans.

*Geotextile for Soil Stabilization* will be measured and paid for in accordance with Article 270-4 of the *Standard Specifications*.

*Coir Fiber Baffles* will be measured and paid for in accordance with Article 1640-4 of the *Standard Specifications*.

\_\_\_" *Skimmer* will be measured in units of each. \_\_\_" *Skimmer* will be measured and paid for as the maximum number of each size skimmer acceptably installed and in use at any one time during the life of the project. Barrel and arm pipe, cleanout, relocation and reinstallation of \_\_\_" *Skimmer* is considered incidental to the measurement of the quantity of \_\_\_" *Skimmer* and no separate payment will be made. No separate payment shall be made if \_\_\_" *Skimmer*, barrel and/or arm pipe(s) are damaged by ice accumulation.

*Coir Fiber Mat* will be measured and paid for as the actual number of square yards measured along the surface of the ground over which coir fiber mat is installed and accepted.

*Temporary Slope Drain* will be measured and paid for in accordance with Article 1622-4 of the *Standard Specifications*.

*Stone for Erosion Control, Class \_\_* will be measured and paid for in accordance with Article 1610-4 of the *Standard Specifications*.

*Seeding and Mulching* will be measured and paid for in accordance with Article 1660-8 of the *Standard Specifications*.

*Seed for Temporary Seeding* will be measured and paid for in accordance with Article 1620-6 of the *Standard Specifications*.

*Fertilizer for Temporary Seeding* will be measured and paid for in accordance with Article 1620-6 of the *Standard Specifications*.

*Matting for Erosion Control* will be measured and paid for in accordance with Article 1631-4 of the *Standard Specifications*.

No measurement will be made for other items or for over excavation or stockpiling.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
__" Skimmer	Each
Coir Fiber Mat	Square Yard

### **COIR FIBER WATTLES with Polyacrylamide (PAM):**

#### **Description**

Coir Fiber Wattles are tubular products consisting of coir fibers (coconut fibers) encased in coir fiber netting. Coir Fiber Wattles are used on slopes or channels to intercept runoff and act as a velocity break. Coir Fiber Wattles are to be placed at locations shown on the plans or as directed. Installation shall follow the detail provided in the plans and as directed. Work includes furnishing materials, installation of coir fiber wattles, matting installation, PAM application, and removing wattles.

#### **Materials**

Coir Fiber Wattle shall meet the following specifications:

100% Coir (Coconut) Fibers	
Minimum Diameter	12 in.
Minimum Density	3.5 lb/ft <sup>3</sup> +/- 10%



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Net Material	Coir Fiber
Net Openings	2 in. x 2 in.
Net Strength	90 lbs.
Minimum Weight	2.6 lbs./ft. +/- 10%

Anchors: Stakes shall be used as anchors.

#### Wooden Stakes:

Provide hardwood stakes a minimum of 2-ft. long with a 2 in. x 2 in. nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving down into the underlying soil.

Matting shall meet the requirements of Article 1060-8 of the *Standard Specifications*, or shall meet specifications provided elsewhere in this contract.

Provide staples made of 0.125" diameter new steel wire formed into a *u* shape not less than 12" in length with a throat of 1" in width.

Polyacrylamide (PAM) shall be applied in powder form and shall be anionic or neutrally charged. Soil samples shall be obtained in areas where the wattles will be placed, and from offsite material used to construct the roadway, and analyzed for the appropriate PAM flocculant to be utilized with each wattle. The PAM product used shall be listed on the North Carolina Department of Environment and Natural Resources (NCDENR) Division of Water Quality (DWQ) web site as an approved PAM product for use in North Carolina.

#### Construction Methods

Coir Fiber Wattles shall be secured to the soil by wire staples approximately every 1 linear foot and at the end of each section of wattle. A minimum of 4 stakes shall be installed on the downstream side of the wattle with a maximum spacing of 2 linear feet along the wattle, and according to the detail. Install a minimum of 2 stakes on the upstream side of the wattle according to the detail provided in the plans. Stakes shall be driven into the ground a minimum of 10 in. with no more than 2 in. projecting from the top of the wattle. Drive stakes at an angle according to the detail provided in the plans.

Only install coir fiber wattle(s) to a height in ditch so flow will not wash around wattle and scour ditch slopes and according to the detail provided in the plans and as directed. Overlap adjoining sections of wattles a minimum of 6 in.

Installation of matting shall be in accordance with the detail provided in the plans, and in accordance with Article 1631-3 of the *Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

Apply PAM over the lower center portion of the coir fiber wattle where the water is going to flow over at a rate of 2 ounces per wattle, and 1 ounce of PAM on matting on each side of the

wattle. PAM applications shall be done during construction activities after every rainfall event that is equal to or exceeds 0.50 in.

The Contractor shall maintain the coir fiber wattles until the project is accepted or until the wattles are removed, and shall remove and dispose of silt accumulations at the wattles when so directed in accordance with the requirements of Section 1630 of the *Standard Specifications*.

### Measurement and Payment

*Coir Fiber Wattles* will be measured and paid for by the actual number of linear feet of wattles which are installed and accepted. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the *Coir Fiber Wattles*.

Matting will be measured and paid for in accordance with Article 1631-4 of the *Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

*Polyacrylamide(PAM)* will be measured and paid for by the actual weight in pounds of PAM applied to the coir fiber wattles. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to apply the *Polyacrylamide(PAM)*.

Payment will be made under:

#### Pay Item

Polyacrylamide(PAM)  
Coir Fiber Wattle

#### Pay Unit

Pound  
Linear Foot

### **SILT FENCE COIR FIBER WATTLE BREAK:**

(8-21-12)

1605,1630

#### Description

Silt fence coir fiber wattle breaks are tubular products consisting of coir fibers (coconut fibers) encased in coir fiber netting and used in conjunction with temporary silt fence at the toe of fills to intercept runoff. Silt fence coir fiber wattle breaks are to be placed at locations shown on the plans or as directed. Installation shall follow the detail provided in the plans and as directed. Work includes furnishing materials, installation, maintenance and removing Silt fence coir fiber wattle breaks.

#### Materials

Coir fiber wattle shall meet the following specifications:

100% Coir (Coconut) Fibers	
Minimum Diameter	12"
Minimum Length	10 ft
Minimum Density	3.5 lb/cf $\pm$ 10%

Net Material	Coir Fiber
Net Openings	2" x 2"
Net Strength	90 lb.
Minimum Weight	2.6 lb/ft $\pm$ 10%

Stakes shall be used as anchors. Provide hardwood stakes a minimum of 2-ft long with a 2" x 2" nominal square cross section. One end of the stake shall be sharpened or beveled to facilitate driving down into the underlying soil.

Provide staples made of 0.125" diameter new steel wire formed into a U-shape not less than 12" in length with a throat of 1" in width.

### Construction Methods

Excavate a trench the entire length of each wattle with a depth of 1" to 2" for the wattle to be placed. Secure silt fence coir fiber wattle breaks to the soil by wire staples approximately every linear foot and at the end of each wattle. Install at least 4 stakes on the downslope side of the wattle with a maximum spacing of 2 linear feet and according to the detail. Install at least 2 stakes on the upslope side of the silt fence coir fiber wattle break according to the detail provided in the plans. Drive stakes into the ground at least 10" with no more than 2" projecting from the top of the wattle. Drive stakes at an angle according to the detail provided in the plans.

Install temporary silt fence in accordance with Section 1605 of the *2012 Standard Specifications* and overlap each downslope side of silt fence wattle break by 6".

Maintain the silt fence coir fiber wattle breaks until the project is accepted or until the silt fence coir fiber wattle breaks are removed, and remove and dispose of silt accumulations at the silt fence coir fiber wattle breaks when so directed in accordance with Section 1630 of the *2012 Standard Specifications*.

### Measurement and Payment

*Coir Fiber Wattle* will be measured and paid as the actual number of linear feet of wattles installed and accepted. Such price and payment will be full compensation for all work covered by this provision, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the silt fence coir fiber wattle break.

Payment will be made under:

#### Pay Item

Coir Fiber Wattle

#### Pay Unit

Linear Foot

**STANDARD SPECIAL PROVISION**  
**AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

(5-20-08)

Z-2

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

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

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(E) of the *2012 Standard Specifications*.

**STANDARD SPECIAL PROVISION****NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY**

(5-17-11)

Z-3

Seed shall be sampled and tested by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory. When said samples are collected, the vendor shall supply an independent laboratory report for each lot to be tested. Results from seed so sampled shall be final. Seed not meeting the specifications shall be rejected by the Department of Transportation and shall not be delivered to North Carolina Department of Transportation warehouses. If seed has been delivered it shall be available for pickup and replacement at the supplier's expense.

Any re-labeling required by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory, that would cause the label to reflect as otherwise specified herein shall be rejected by the North Carolina Department of Transportation.

Seed shall be free from seeds of the noxious weeds Johnsongrass, Balloonvine, Jimsonweed, Witchweed, Itchgrass, Serrated Tussock, Showy Crotalaria, Smooth Crotalaria, Sicklepod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

Tolerances established by the Association of Official Seed Analysts will generally be recognized. However, for the purpose of figuring pure live seed, the found pure seed and found germination percentages as reported by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory will be used. Allowances, as established by the NCDOT, will be recognized for minimum pure live seed as listed on the following pages.

The specifications for restricted noxious weed seed refers to the number per pound as follows:

<b><u>Restricted Noxious Weed</u></b>	<b><u>Limitations per Lb. Of Seed</u></b>	<b><u>Restricted Noxious Weed</u></b>	<b><u>Limitations per Lb. of Seed</u></b>
Blessed Thistle	4 seeds	Cornflower (Ragged Robin)	27 seeds
Cocklebur	4 seeds	Texas Panicum	27 seeds
Spurred Anoda	4 seeds	Bracted Plantain	54 seeds
Velvetleaf	4 seeds	Buckhorn Plantain	54 seeds
Morning-glory	8 seeds	Broadleaf Dock	54 seeds
Corn Cockle	10 seeds	Curly Dock	54 seeds
Wild Radish	12 seeds	Dodder	54 seeds
Purple Nutsedge	27 seeds	Giant Foxtail	54 seeds
Yellow Nutsedge	27 seeds	Horsenettle	54 seeds
Canada Thistle	27 seeds	Quackgrass	54 seeds
Field Bindweed	27 seeds	Wild Mustard	54 seeds
Hedge Bindweed	27 seeds		

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed.

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**78****Durham and Wake Counties**

Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

Exceptions may be made for minimum pure live seed allowances when cases of seed variety shortages are verified. Pure live seed percentages will be applied in a verified shortage situation. Those purchase orders of deficient seed lots will be credited with the percentage that the seed is deficient.

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

Minimum 85% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 83% pure live seed will not be approved.

Sericea Lespedeza  
Oats (seeds)

Minimum 80% pure live seed; maximum 1% total weed seed; maximum 2% total other crop; maximum 144 restricted noxious weed seed per pound. Seed less than 78% pure live seed will not be approved.

Tall Fescue (all approved varieties)	Bermudagrass
Kobe Lespedeza	Browntop Millet
Korean Lespedeza	German Millet – Strain R
Weeping Lovegrass	Clover – Red/White/Crimson
Carpetgrass	

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 76% pure live seed will not be approved.

Common or Sweet Sundangrass

Minimum 76% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 74% pure live seed will not be approved.

Rye (grain; all varieties)  
Kentucky Bluegrass (all approved varieties)  
Hard Fescue (all approved varieties)  
Shrub (bicolor) Lespedeza

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

Centipedegrass	Japanese Millet
Crownvetch	Reed Canary Grass
Pensacola Bahiagrass	Zoysia
Creeping Red Fescue	

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 5% inert matter; maximum 144 restricted noxious weed seed per pound.

Barnyard Grass  
Big Bluestem  
Little Bluestem

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**79****Durham and Wake Counties**

Bristly Locust  
Birdsfoot Trefoil  
Indiangrass  
Orchardgrass  
Switchgrass  
Yellow Blossom Sweet Clover

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

(1-17-12) (Rev. 04-21-15)

Z-4

Revise the *2012 Standard Specifications* as follows:

**Division 2**

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

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

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

**Division 3**

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

**Division 4**

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

**Division 6**

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

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

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

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

**Division 7**

**Page 7-1, Article 700-3, CONCRETE HAULING EQUIPMENT**, line 33, replace “competition” with “completion”.

**Division 8**

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

**Division 10**

**Page 10-166, Article 1081-3 Hot Bitumen**, replace “Table 1081-16” with “Table 1081-2”, replace “Table 1081-17” with “Table 1081-3”, and replace “Table 1081-18” with “Table 1081-4”.



**Division 12**

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

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

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

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

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

**Division 15**

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

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

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

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

**Division 17**

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

Revise the *2012 Roadway Standard Drawings* as follows:

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

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

(3-18-03) (Rev. 10-15-13)

Z-04a

**Within Quarantined Area**

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

**Originating in a Quarantined County**

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

**Contact**

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.gov/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

**Regulated Articles Include**

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

DE00116 U-4716A/C

**83****Durham and Wake Counties****STANDARD SPECIAL PROVISION****AWARD OF CONTRACT**

(6-28-77)

Z-6

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

**STANDARD SPECIAL PROVISION****MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS**

Z-7

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

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

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

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

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

**EMPLOYMENT GOALS FOR MINORITY  
AND FEMALE PARTICIPATION**

Economic Areas

**Area 023 29.7%**

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

**Area 024 31.7%**

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

**Area 025 23.5%**

Columbus County  
Duplin County  
Onslow County  
Pender County

**Area 026 33.5%**

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

**Area 027 24.7%**

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

**Area 028 15.5%**

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

**Area 029 15.7%**

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

**Area 0480 8.5%**

Buncombe County  
Madison County

**Area 030 6.3%**

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

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**86****Durham and Wake Counties**SMSA AreasArea 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 FemaleParticipation in Each Trade

(Statewide) 6.9%

**STANDARD SPECIAL PROVISION****REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS**

FHWA - 1273 Electronic Version - May 1, 2012

Z-8

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

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

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

**II. NONDISCRIMINATION**

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

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

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

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

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

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

incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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



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

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

#### 1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the

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

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

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

payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

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

#### 4. Apprentices and trainees

- a. Apprentices (programs of the USDOL). Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

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

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- b. Trainees (programs of the USDOL). Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

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

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

- In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
  - d. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.
5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
  6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
  7. **Contract termination:** debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
  8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
  9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
  10. **Certification of eligibility.**
    - a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
    - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
    - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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

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

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

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
  - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
    - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

\* \* \* \* \*

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

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

\* \* \* \* \*

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

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

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

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

(10-16-07) (Rev. 4-21-15)

Z-10

**Description**

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

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

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

**Minorities and Women**

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

**Assigning Training Goals**

The Department, through the OJT Program Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from 1 to 15 per contractor per calendar year. The Contractor shall sign an agreement to fulfill their annual goal for the year.\



### **Training Classifications**

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

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

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

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

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

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

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

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

### **Records and Reports**

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

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

### **Trainee Interviews**

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

**Trainee Wages**

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

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

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

**Achieving or Failing to Meet Training Goals**

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

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

**Measurement and Payment**

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

DE00116 U-4716A/C

**99****Durham and Wake Counties**

**STANDARD SPECIAL PROVISION**  
**MINIMUM WAGES**  
**GENERAL DECISION NC150101 01/23/2015 NC101**

Z-101

Date: January 23, 2015

General Decision Number: NC150101 01/23/2015 NC101

Superseded General Decision Numbers: NC20140101

State: North Carolina

Construction Type: HIGHWAY

**COUNTIES:**

Alamance	Forsyth	Randolph
Anson	Gaston	Rockingham
Cabarrus	Guilford	Stokes
Chatham	Mecklenburg	Union
Davie	Orange	Yadkin
Durham	Person	

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number

0

1

Publication Date

01/02/2015

01/23/2015

SUNC2014-003 11/14/2014

	Rates	Fringes
BLASTER	18.64	
CARPENTER	13.68	.05
CEMENT MASON/CONCRETE FINISHER	13.93	
ELECTRICIAN		
Electrician	18.79	2.72
Telecommunications Technician	15.19	1.25
IRONWORKER	13.30	
LABORER		
Asphalt Raker and Spreader	12.78	

	Rates	Fringes
Asphalt Screed/Jackman	14.50	
Carpenter Tender	12.51	.27
Cement Mason/Concrete Finisher Tender	11.04	
Common or General	10.40	.01
Guardrail/Fence Installer	13.22	
Pipelayer	12.43	
Traffic Signal/Lighting Installer	15.65	.24
<b>PAINTER</b>		
Bridge	23.77	
<b>POWER EQUIPMENT OPERATORS</b>		
Asphalt Broom Tractor	10.00	
Bulldozer Fine	16.13	
Bulldozer Rough	14.36	
Concrete Grinder/Groover	17.92	
Crane Boom Trucks	18.19	
Crane Other	19.83	
Crane Rough/All-Terrain	19.10	
Drill Operator Rock	14.28	
Drill Operator Structure	20.89	
Excavator Fine	16.95	
Excavator Rough	13.63	
Grader/Blade Fine	19.84	
Grader/Blade Rough	15.47	
Loader 2 Cubic Yards or Less	13.31	
Loader Greater Than 2 Cubic Yards	16.19	
Material Transfer Vehicle (Shuttle Buggy)	15.44	
Mechanic	17.51	
Milling Machine	15.22	
Off-Road Hauler/Water Tanker	11.83	
Oiler/Greaser	14.16	
Pavement Marking Equipment	12.05	
Paver Asphalt	15.97	
Paver Concrete	18.20	
Roller Asphalt Breakdown	12.79	
Roller Asphalt Finish	13.76	
Roller Other	12.08	
Scraper Finish	12.65	
Scraper Rough	11.50	
Slip Form Machine	19.60	
Tack Truck/Distributor Operator	14.82	
<b>TRUCK DRIVER</b>		
GVWR of 26,000 Lbs or Greater	11.45	
GVWR of 26,000 Lbs or Less	13.57	.03

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

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

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

DE00116 U-4716A/C

**103****Durham and Wake Counties**

**STANDARD SPECIAL PROVISION**  
**MINIMUM WAGES**  
**GENERAL DECISION NC150103 01/23/2015 NC103**

Z-103

Date: January 23, 2015

General Decision Number: NC150103 01/23/2015 NC103

Superseded General Decision Numbers: NC20140103

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).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number

Publication Date

0

01/02/2015

1

01/23/2015

SUNC2014-005 11/17/2014

	Rates	Fringes
BLASTER	21.04	
CARPENTER	13.72	
CEMENT MASON/CONCRETE FINISHER	14.48	
ELECTRICIAN		
Electrician	17.97	
Telecommunications Technician	16.79	.63
IRONWORKER	16.02	
LABORER		
Asphalt Raker and Spreader	12.46	
Asphalt Screed/Jackman	14.33	

	Rates	Fringes
Carpenter Tender	12.88	
Cement Mason/Concrete Finisher Tender	12.54	
Common or General	10.20	
Guardrail/Fence Installer	12.87	
Pipelayer	12.17	
Traffic Signal/Lighting Installer	14.89	
<b>PAINTER</b>		
Bridge	24.57	
<b>POWER EQUIPMENT OPERATORS</b>		
Asphalt Broom Tractor	11.85	
Bulldozer Fine	17.04	
Bulldozer Rough	14.34	
Concrete Grinder/Groover	20.34	2.30
Crane Boom Trucks	20.54	
Crane Other	20.08	
Crane Rough/All-Terrain	20.67	
Drill Operator Rock	14.38	
Drill Operator Structure	21.14	
Excavator Fine	16.60	
Excavator Rough	14.00	
Grader/Blade Fine	18.47	
Grader/Blade Rough	14.62	
Loader 2 Cubic Yards or Less	13.76	
Loader Greater Than 2 Cubic Yards	14.14	
Material Transfer Vehicle (Shuttle Buggy)	15.18	
Mechanic	17.55	
Milling Machine	15.36	
Off-Road Hauler/Water Tanker	11.36	
Oiler/Greaser	13.55	
Pavement Marking Equipment	12.11	
Paver Asphalt	15.59	
Paver Concrete	18.20	
Roller Asphalt Breakdown	12.45	
Roller Asphalt Finish	13.85	
Roller Other	11.36	
Scraper Finish	12.71	
Scraper Rough	11.35	
Slip Form Machine	16.50	
Tack Truck/Distributor Operator	14.52	
<b>TRUCK DRIVER</b>		
GVWR of 26,000 Lbs or Greater	11.12	
GVWR of 26,000 Lbs or Less	12.37	

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

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

## WAGE DETERMINATION APPEALS PROCESS

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- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
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With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Project: U-4716A/C

RR-1

County: Durham/Wake

**RAILROAD SPECIAL PROVISIONS FOR RAILROAD ROADBED**

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DocuSigned by:  
*Corey P. Vernier* 3/4/2015  
 2CC1E0B62D39449...

Project: U-4716A/C

RR-2

County: Durham/Wake

**RAILROAD ROADBED**

The Standard Specifications for Roads and Structures, January 2012 of the North Carolina Department of Transportation, hereinafter referred to as the Standard Specifications, shall apply to the articles of the Project Special Provisions.

**CLEARING AND GRUBBING - METHOD III**

Perform clearing on this project to the limits established by Method "III" shown on Standard Drawing No. 200.03 of the *2012 Roadway Standard Drawings*.

The work shall be performed in accordance with Section 200, "Clearing and Grubbing", of the Standard Specifications, except that grubbing will be performed on all cleared excavation and embankment areas and will include all stumps, roots and other embedded debris.

**BURNING RESTRICTIONS**

Open burning is not permitted on any portion of the right-of-way limits established for this project. Do not burn the clearing, grubbing or demolition debris designated for disposal and generated from the project at locations within the project limits, off the project limits or at any waste or borrow sites in this county. Dispose of the clearing, grubbing and demolition debris by means other than burning, according to state or local rules and regulations.

**OWNERSHIP OF MATERIALS**

All salvaged material originally furnished by the Department's Contractor shall remain the property of the Contractor, and he shall give consideration to this when making his bid. All salvaged track materials owned by the Department's Contractor shall be disposed of by the Contractor, and the construction area shall be left in a neat and orderly condition.

All salvaged track material either existing or furnished by NSR is and shall remain the property of the NSR except as noted in the track to be removed section of the special provisions.

**EMBANKMENT**

This work shall be performed in accordance with Section 235,"EMBANKMENTS", of the Standard Specifications including the following:

All earth fills shall be made in uniform layers of not more than 6 inches thick after compaction. Rock may be placed in compacted layers of not more than 24 inches thick. Each fully compacted layer shall extend the full width of the cross section. Each layer shall be free from mud, snow, ice, or excessive (standing) water before a subsequent layer is placed.

Sandy or rocky material shall be spread in full width layers to form drainage planes from the center through the edge of the embankment. Pockets of open materials surrounded by more

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impervious material shall be avoided.

The fills shall be formed with suitable materials from on-site cuts and/or necessary suitable material from borrow pits. Organic material such as brush, stumps, roots and trees or other perishable items shall not be placed in embankments. Coal or organic shale shall not be included in the embankment. In fill sections, after stripping the topsoil and organic material, the entire area which the embankment is to be placed shall be plowed and scarified for a minimum depth of 6 inches.

The initial lift and all future fill layers shall be compacted to 95 percent of maximum density per Standard Proctor in accordance with ASTM D698-T and AASHTO T 99, or 90 percent of maximum density per Modified Proctor in accordance with ASTM D-1557AASHTO T180, except that a minimum of the top **2 feet of fill shall be compacted to 100 percent Standard Proctor.**

The top 12 inches of the subgrade in all cut sections that will be cut to subgrade elevation shall be plowed, scarified and compacted to 100 percent Standard Proctor. The Engineer shall determine the AASHTO test method to be used after review of the soil analysis.

The Contractor shall notify the Engineer of when fill layers are ready for compaction testing. Successive layers shall not be placed prior to an acceptable density being obtained on each layer. The moisture content of the soil shall be controlled as necessary to obtain the specified densities based upon the optimum moisture content for each material. Water shall be added to the soil when, in the opinion of the Engineer, additional moisture may be necessary to obtain the specified density. Soil that is too wet shall be allowed to dry or be worked by plowing, discing, harrowing, or other means to dry the material to a workable moisture content.

In the event a specified density is not obtained, the Engineer may order additional rolling, watering, or drying of the soil as necessary to obtain the specified density. Fill layers not meeting a specified density after additional working shall be removed and new material shall be placed and compacted to the specified density at no cost to the Department.

The Contractor may be restricted from using partial or completed roadbed as construction haul roads. Any embankment or roadbed that is damaged by hauling activities shall be repaired by the Contractor at no cost to the Department.

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**EMBANKMENT CONSTRUCTION USING DEGRADABLE ROCK:**

Degradable rock is defined as hard rock material which exhibits high slaking characteristics when exposed to air and water. This type material was encountered on this project and is comprised of Triassic mudstone and siltstone. Place all excavated degradable rock and all mixtures of degradable rock and soil accordance with these provisions.

Place embankments constructed of degradable rock in 12 inch (300 mm) maximum lifts. Place each lift by blading and dozing in a manner to minimize voids, pockets and bridging. Use a dozer to spread the material that is equivalent to or larger in size than a Caterpillar D-8. Provide each lift with a minimum of three (3) coverages with a static pad foot roller (minimum weight of 45,000 lbs (20,400 kg)) and two (2) coverages with a vibratory pad foot roller (minimum centrifugal force per drum of 50,000 lbs (22,700 kg)).

If the material is dry, add water to facilitate breakage of the rocks and compaction. Uniformly mix the added water for the entire depth of the lift by blading, disking, or other approved methods. Make sure that the amount of water added is sufficient to achieve optimum moisture of the particle size material.

The Engineer may modify the sequence or the number of coverages with either roller as deemed necessary to insure satisfactory breakage and compaction of the material. Density measurements are not required.

Do not place degradable rock or degradable rock and soil mixture in the top 24 inches (600 mm) of embankment.

Wasting of degradable rock will be permitted provided the provisions and conditions of Article 225-3 of the Standard Specifications are met.

No additional compensation will be provided for the procedures outlined in this provision. This work is included in the unit price bid for unclassified excavation.

**SUB-BALLAST****Description**

The Contractor will furnish and place sub-ballast as shown in the plans. The sub-ballast shall be placed after the subgrade has been graded, compacted and accepted.

**Materials**

The sub-ballast shall be composed of crusher-run granite, meeting the following requirements and the gradation shown in Table 1:

- Sub ballast shall be produced from sound rock meeting the gradations shown in the table

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1 (AASHTO T 27 and T 11, AASHTO T 88 as modified for Base Course and Stabilizer).

- The material shall be free from organics and deleterious material (AASHTO T 112).
- The material shall not have a Liquid Limit (LL) in excess of 25 (AASHTO T 89) or a Plasticity Index (PI) in excess of 6 (AASHTO T 90).
- The material shall have a percentage of wear (LA Abrasion, AASHTO T 96) no greater than 50 percent.
- The material shall meet NCDOT's soundness requirements (AASHTO T 104).

Sieve Size	Percent Passing Standard Sieve Size by Weight					
	2"	1"	3/8"	#10	#40	#200
Sub-ballast	100	90-100	50-84	26-50	12-30	5-12

**Table 1****Sub-ballast**

### **Construction Methods**

After the subgrade has been finished to proper grade and cross-section, the sub-ballast shall be placed on the subgrade with a mechanical spreader capable of placing the material in a uniform loose depth and without segregation, except for areas inaccessible to a mechanical spreader. The aggregate material may be placed by other methods approved by the Engineer. The sub-ballast section shall be constructed in two layers of equal thickness. Each layer of sub-ballast shall be fully compacted in lifts not to exceed 6" in thickness after compaction. Each layer of sub-ballast shall be compacted to a density of 100% of the Standard Proctor determined by AASHTO T 180 and maintained to the required cross-section during compaction. Moisture content shall be maintained within 2% +/- of optimum moisture to obtain the desired density. Water shall be added to the material if necessary to obtain the desired density. If the material is too wet to obtain the desired density, the material shall be worked by discing, harrowing or other means to dry the material to a workable moisture content.

### **Measurement and Payment**

The quantity for *Sub-Ballast* to be paid for will be the actual number of tons of sub-ballast which has been used to construct the track roadbed sections, measured as provided for in Article 520-11 of the Standard Specifications. Such price and payment will be full compensation for all furnishing, weighing, hauling, and placing of sub-ballast and for any other work necessary for the construction of the track roadbed section.

#### **Pay Item**

Sub-ballast

#### **Pay Unit**

Ton

### **MAINTENANCE OF TRACK ROADBED**

(Special)

The Contractor shall be responsible for the maintenance of the track roadbed during the construction period. Ditches and temporary pipes shall be provided and maintained as may be necessary to satisfactorily drain the sub-grade. Where previously approved sub-grade is

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damaged by natural causes, by hauling equipment or other traffic the Contractor shall restore the sub-grade to the required lines, grades and typical sections and to the required density at no additional cost to the Department. There will be no direct payment for maintenance of the track roadbed. All cost associated with maintaining the track roadbed will be incidental to other items of work.

**EXCAVATION:**

This work shall be performed in accordance with Section 225, "ROADWAY EXCAVATION" of the Standard Specifications. The applicable typical roadbed template will be maintained throughout the railway portion of the project.

Material excavated within the proximities of existing track(s), as defined in the table below, shall be used in embankment within the railroad right of way. Any of this material that is not used in construction of the project shall be disposed of within the railroad right of way within the project limits, and the contractor shall submit, to the Engineer for approval, a plan showing locations and methods of placement for this disposal. The limits where this requirement applies are:

**Excavation Limits:**

Begin Station	End Station	Left Limit	Right Limit
3301+00	3414+00	20' Left of Centerline Existing Main Track	20' Right of Centerline Existing Main Track

**BLIND DRAIN****Description**

Construct and install blind drains and outlets in accordance with the detail drawing in the plans and requirements of the contract.

**Materials**

Refer to Division 10 of the 2012 NCDOT Standard Specifications

<b>Item</b>	<b>Section</b>
Shoulder Drain Aggregate, No. 57 Stone	1005
Geotextile for Subsurface Drains, Type 2	1056

**Construction Methods**

Excavate the blind drain trench to the width shown on the plans, and to the depth, line and grade



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established by the Engineer, and at locations to be determined by the Engineer. The depth of the trench shall be as directed by the Engineer to achieve adequate drainage. All excavation, placement of aggregate, geotextile fabric and protective backfill for any length of blind drain and blind drain outlet shall be completed on the same working day.

Install blind drain outlets at a minimum frequency of one per 500' or as otherwise directed by the Engineer. Additional outlets shall be constructed where locations of increased seepage have been identified or are suspected by the Engineer. Blind drain outlets shall be excavated prior to excavation of connected blind drain.

Place geotextile in the blind drain and outlet trenches in accordance with the detail in the plans. Install geotextile such that all splice joints are provided with a minimum overlap of 2 feet. Overlap the geotextile closure at the top of the trench by 18". Where outlet trenches intersect the blind drain trench, install additional sections of geotextile and anchor as necessary to ensure that all sides of the intersection are covered with a minimum of 2 feet of overlap on each side.

Anchor field splices of geotextile with anchor pins to ensure that required overlap is maintained.

Perform the aggregate placement and backfilling operations in such a way to prevent damage to the geotextile and/or function of the drain. Replace damaged sections of geotextile at no cost to the Department.

Compact the aggregate to a degree acceptable to the Engineer by the use of a plate compactor before making the geotextile closure at the top of the trench. Carefully place 3" of No. 57 stone backfill material above the drain (and on any exposed geotextile surface) after the geotextile is closed at the top. Compact the remainder of the backfill material to a degree acceptable to the Engineer by the use of a plate compactor.

### **Measurement and Payment**

*Blind Drain Excavation* will be measured and paid in cubic yards. Excavation will be measured based on the trench widths shown in the plans or approved by the Engineer and the actual trench depths as determined by the Engineer. The contract unit price for *Blind Drain Excavation* will be full compensation for excavating trenches and backfilling above No. 57 Stone aggregate in the blind drain and outlet trenches.

*No. 57 Stone* will be measured and paid in cubic yards. The aggregate will be measured in place based on the aggregate width shown in the plans or approved by the Engineer and the actual aggregate depth as determined by the Engineer. The contract unit prices for *No. 57 Stone* will be full compensation for furnishing, hauling, handling, placing, compacting and maintaining the aggregate in the blind drain and outlet trenches.

*Geotextile for Subsurface Drains* will be measured and paid in square yards. Filtration geotextiles in a trench will be measured in place based on the No. 57 Stone width shown in the

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plans or approved by the Engineer and the actual aggregate depth as determined by the Engineer. No additional payment will be made for overlapping geotextiles. The contract unit price for *Geotextile for Subsurface Drains* will be full compensation for supplying, transporting and installing filtration geotextiles and mechanical ties for the blind drain and outlet trenches.

Payment will be made under:

**Pay Item**

Blind Drain Excavation

No. 57 Stone

Geotextile for Subsurface Drains

**Pay Unit**

Cubic Yard

Cubic Yard

Square Yard

**SURGE STONE****Description**

Surge stone shall be placed, rolled and compacted in lieu of undercut in areas determined by the Engineer.

**Materials**

- A. The aggregate shall be a quarried stone of sound quality either shot and/or crushed.
- B. The aggregate shall meet the following gradation:

<b>SIEVE SIZE</b>	<b>% Passing by Weight</b>
6 in (150mm)	100
2 in (50mm)	25 – 75
No. 10 (2mm)	15 – 35

- C. Ensure the Surge Stone does not contain soil or decomposed rock.
- D. Surge Stone will be accepted after a visual inspection of the material to ensure proper gradation has been achieved.

**Construction Methods**

Surge stone shall be placed, rolled and compacted in lieu of undercut in areas determined by the Engineer. After stripping the topsoil and organic material from the fill section, surge stone shall be placed, rolled, and compacted until adequate stability for embankment construction has been achieved. If the first lift does not provide adequate stability, surge stone shall continue to be added until stability is achieved. In sections where surge stone is used, it shall be placed full-width in the embankment section to provide similar material throughout the cross-section and not create areas where water could become trapped in the embankment.

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Surge Stone will be accepted after a visual inspection of the material to ensure proper gradation has been achieved. The material shall be placed by dumping the stone into position over the area to be filled. The material must be spread, rolled, and compacted as directed by the Engineer.

### **Measurement and Payment**

*Surge Stone* will be measured and paid in tons of stone incorporated into the project. Measure stone by weighing in trucks on certified platform scales or other certified weighing devices. The contract unit price for *Surge Stone* will be full compensation for furnishing, hauling, handling, placing, compacting and maintaining the aggregate.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Surge Stone	Ton

### **TEMPORARY RIGHT OF WAY GATE**

#### **DESCRIPTION**

Furnish and erect temporary right of way gates in conformity with the details shown in the plans and at the locations shown in the plans. Removal of the temporary right of way gates shall be coordinated with the railroad representative.

#### **MATERIALS**

##### **Item Section**

- 3 ½" OD steel pipe, schedule 80
- 3/8" Galvanized Guy Wire
- 2" OD PVC Pipe (orange), schedule 80
- Fittings and Accessories as shown

Use Class B concrete for anchors. Instead of Class B concrete, pre-mixed commercially bagged dry concrete mix may be used if the concrete meets the minimum strength requirements for Class B concrete when mixed with the quantity of water shown on the instructions printed on the bag.

#### **CONSTRUCTION METHODS**

##### **Setting Posts and Braces**

Set posts in concrete anchors to maintain the position and alignment of the post as shown in the details in the plans. Forms are not required for the concrete. Trowel the top of the concrete to a smooth finish and slope to drain away from the post. The concrete anchors require at least a 3 day curing period before any load is placed on the post.

#### **866-4 MEASUREMENT AND PAYMENT**

*Temporary Right of Way Gate*, will be measured and paid each for the number of gates actually erected on the project.

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The above prices and payments will be full compensation for all work covered by this provision including but not limited to furnishing concrete, steel pipe, hardware and all other materials; fabrication, painting and erection of the right of way gates; and incidentals necessary to complete the work as shown on the plans. Work associated with removing the temporary right of way gates is also considered incidental to this item.

**Pay Item**

Temporary Right of Way Gate

**Pay Unit**

Each

**FLOWABLE FILL**

The contractor shall fill the existing pipe with flowable fill at the location shown on the plans. The existing pipe shall be completely filled with a sand and cement grout mixture consisting of 4 parts sand to 1 part cement and enough clean water to facilitate pumping. Grouting of the existing culvert to be accomplished after the ditch has been cut through the existing roadbed.

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**DBE LISTING FORM**

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

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

\*\* Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price:

*If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.*

*If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.*

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

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

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

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

\*\* Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price:

*If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.*

*If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.*

**ADDENDUM(S)**

ADDENDUM #1

I, \_\_\_\_\_  
(SIGNATURE)

representing \_\_\_\_\_

Acknowledge receipt of Addendum #1.

ADDENDUM #2

I, \_\_\_\_\_  
(SIGNATURE)

representing \_\_\_\_\_

Acknowledge receipt of Addendum #2.

ADDENDUM #3

I, \_\_\_\_\_  
(SIGNATURE)

representing \_\_\_\_\_

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 the provisions of Article 102-8, Item 7, shall be authorized to sign this form.



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Durham and Wake Counties

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

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

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

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_ Full name of Corporation

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

Attest \_\_\_\_\_  
Secretary/Assistant Secretary  
*Select appropriate title*

By \_\_\_\_\_  
President/Vice President/Assistant Vice President  
*Select appropriate title*

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

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

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_ Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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Durham and Wake Counties

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

**PARTNERSHIP**

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

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

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

**SIGNATURE OF CONTRACTOR**

Signature of Witness	By	Signature of Partner
Print or type Signer's name		Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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Durham and Wake Counties

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

**LIMITED LIABILITY COMPANY**

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

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

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Full Name of Firm

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

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

\_\_\_\_\_  
Signature of Member/Manager/Authorized Agent  
*Select appropriate title*

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

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

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

**JOINT VENTURE (2) or (3)**

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

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

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

**SIGNATURE OF CONTRACTOR**

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

Signature of Witness or Attest	By	Signature of Contractor
Print or type Signer's name		Print or type Signer's name
<i>If Corporation, affix Corporate Seal</i>	and	
Signature of Witness or Attest	By	Signature of Contractor
Print or type Signer's name		Print or type Signer's name
<i>If Corporation, affix Corporate Seal</i>	and	
Signature of Witness or Attest	By	Signature of Contractor
Print or type Signer's name		Print or type Signer's name

*If Corporation, affix Corporate Seal*

**NOTARY SEAL**  
*Affidavit must be notarized for Line (2)*  
 Subscribed and sworn to before me this  
 \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 \_\_\_\_\_  
 Signature of Notary Public  
 of \_\_\_\_\_ County  
 State of \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**  
*Affidavit must be notarized for Line (3)*  
 Subscribed and sworn to before me this  
 \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 \_\_\_\_\_  
 Signature of Notary Public  
 of \_\_\_\_\_ County  
 State of \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**  
*Affidavit must be notarized for Line (4)*  
 Subscribed and sworn to before me this  
 \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 \_\_\_\_\_  
 Signature of Notary Public  
 of \_\_\_\_\_ County  
 State of \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

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Durham and Wake Counties

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

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

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

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

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor

\_\_\_\_\_ Individual name

Trading and doing business as

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

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

\_\_\_\_\_  
Signature of Contractor, Individually

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

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

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

DE00116 U-4716A/C

Durham and Wake Counties

**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN  
CERTIFICATION  
INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

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

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

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor \_\_\_\_\_  
Print or type Individual name

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

\_\_\_\_\_  
Signature of Contractor, Individually

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

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

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

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**DEBARMENT CERTIFICATION**

Conditions for certification:

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

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**Durham and Wake Counties****DEBARMENT CERTIFICATION**

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

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

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

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

Check here if an explanation is attached to this certification.



County : Wake, Durham

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0001000000-E	200	CLEARING & GRUBBING .. ACRE(S)	Lump Sum	L.S.	
0003	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUB- BING	1 ACR		
0004	0022000000-E	225	UNCLASSIFIED EXCAVATION	1,900 CY		
0005	0036000000-E	225	UNDERCUT EXCAVATION	1,000 CY		
0006	0106000000-E	230	BORROW EXCAVATION	1,925 CY		
0007	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	1,200 SY		
0008	0234000000-E	SP	GENERIC GRADING ITEM (BLIND DRAIN EXCAVATION)	1,000 CY		
0009	0234000000-E	SP	GENERIC GRADING ITEM (NO. 57 STONE)	950 CY		
0010	0241000000-E	SP	GENERIC GRADING ITEM (GEOTEXTILE FOR SUBSURFACE DRA INS)	4,800 SY		
0011	0255000000-E	SP	GENERIC GRADING ITEM (SURGE STONE)	500 TON		
0012	2275000000-E	SP	FLOWABLE FILL	27 CY		
0013	3578000000-N	SP	GENERIC FENCING ITEM (TEMPORARY RIGHT OF WAY GATE)	2 EA		
0014	3635000000-E	876	RIP RAP, CLASS II	100 TON		
0015	3885000000-E	SP	GENERIC TRACKWORK ITEM (SUB-BALLAST)	2,800 TON		
0016	6000000000-E	1605	TEMPORARY SILT FENCE	2,220 LF		
0017	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	75 TON		
0018	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	25 TON		

County : Wake, Durham

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0019	6012000000-E	1610	SEDIMENT CONTROL STONE	10 TON		
0020	6015000000-E	1615	TEMPORARY MULCHING	2 ACR		
0021	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	200 LB		
0022	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	2 TON		
0023	6024000000-E	1622	TEMPORARY SLOPE DRAINS	60 LF		
0024	6030000000-E	1630	SILT EXCAVATION	200 CY		
0025	6036000000-E	1631	MATTING FOR EROSION CONTROL	475 SY		
0026	6037000000-E	SP	COIR FIBER MAT	10 SY		
0027	6071012000-E	SP	COIR FIBER WATTLE	160 LF		
0028	6071020000-E	SP	POLYACRYLAMIDE (PAM)	10 LB		
0029	6071050000-E	SP	*** SKIMMER (1 1/2")	1 EA		
0030	6084000000-E	1660	SEEDING & MULCHING	3 ACR		
0031	6090000000-E	1661	SEED FOR REPAIR SEEDING	50 LB		
0032	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25 TON		
0033	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	50 LB		
0034	6108000000-E	1665	FERTILIZER TOPDRESSING	1.5 TON		
0035	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR		
0036	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	7 EA		