Contract Proposal

TIP NUMBER: EB-5903
WBS ELEMENT: 47347.3.1
FEDERAL AID NUMBER: TAPDA-1004(069)
CITY PROJECT NUMBER: 2017-1047
COUNTY: Cabarrus
NAME: Union Street South Sidewalk Extension
DESCRIPTION: Fill in sidewalk from Tulip Avenue, SW to Cumberland Court, SW including curb and gutter and associated storm drainage structures.
DATE OF ADVERTISEMENT: November 12, 2019
BID NUMBER: 2412
BID OPENING: December 12, 2019, 2:00 pm

*** 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. FOR CONTRACTS $30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD, BIDDERS ARE REQUIRED TO BECOME LICENSED BY THE NC LICENSING BOARD. NON-LICENSED BIDDERS ARE PERMITTED 60 DAYS AFTER BID OPENING TO OBTAIN PROPER LICENSING FOR THE TYPE OF PROJECT BEING LET. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO: City of Concord
Attention: Sue Hyde, PE
Person’s Title: Engineering Director
Physical Address: 635 Alfred Brown Jr. Court SW, Concord, NC 28026

ALL BIDS MUST BE RECEIVED PRIOR TO THE DATE AND TIME LISTED ABOVE.
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INVITATION TO BID
Date: November 12, 2019

Sealed Bids will be received by the City of Concord (OWNER) at the Alfred M. Brown Operations Center, 635 Alfred Brown Jr. Court SW, Concord, North Carolina 28026, Conference Room C until December 12, 2019, 2:00 pm, for TIP Number: EB-5903 City Project # 2017-1047.

At said place and time, and promptly thereafter, all Bids that have been duly received will be publicly opened and read aloud.

The proposed Work is generally described as follows:

The Union Street South Sidewalk Extension project consists of fill in sidewalk from Tulip Avenue, SW to Cumberland Court, SW including curb and gutter and associated storm drainage structures as necessary.

All Bids must be in accordance with the Bidding Documents on file with the:

City of Concord Engineering Department

Electronic Copies of the Bidding Documents may be obtained from City of Concord website - http://www.concordnc.gov/Departments/Finance/Purchasing/RFPs-and-Bids.

Bidders are required to be prequalified with NCDOT as Bidders or PO Prime Contractors prior to submitting a bid. Information regarding prequalification can be found at: https://connect.ncdot.gov/business/Prequal/Pages/default.aspx.

Bids will be received on a unit price basis.

A five percent (5%) Bid security must accompany each Bid.

The Successful Bidder will be required to furnish a Construction Performance Bond and a Construction Payment Bond as security for the faithful performance and the payment of all bills and obligations arising from the performance of the Contract.

Contractor and all Subcontractors will be required to conform to the labor standards set forth in the Contract Documents.

Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids, and will award to lowest responsive and responsible Bidder taking into consideration quality, performance, and time specified in Bid Form for performance of Work. Owner also reserves the right to waive informalities.

By: Lloyd Payne
City Manager
INSTRUCTIONS TO BIDDERS
PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

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

1. The bid form furnished by the City of Concord with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID FORM FROM THE PROPOSAL!**

2. All entries on the bid form, including signatures, shall be written in ink.

3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. **Unit prices must be limited to TWO decimal places.**

4. An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the form.

5. The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.

6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use “White Out” or similar product to make corrections.

7. The bid shall be properly executed. All bids shall show the following information:
   
   a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
   
   b. Name of individual or representative submitting bid and position or title.
   
   c. Name, signature, and position or title of witness.
   
   d. Federal Identification Number
   
   e. Contractor's License Number (If available)

8. Bids submitted by corporations shall bear the seal of the corporation.

9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.

10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

11. **THE PROPOSAL WITH THE BID FORM STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO**
AND RECEIVED by THE City of Concord at 635 Alfred Brown Jr. Court SW, Concord, NC  28026, BY 2:00 pm ON, Thursday, December 12, 2019.

12. The sealed bid must display the following statement on the front of the sealed envelope:

“BID FOR – EB-5903 Union St. S Sidewalk Extension TO BE OPENED AT 2:00 pm ON, Thursday, December 12, 2019.”

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

City of Concord
Attn: Sue B. Hyde
PO Box 308
Concord, NC  28026-0308
NCDOT STANDARD NOTES (Federal Aid)

A. **NCDOT Standard Specifications** – The 2018 North Carolina Department of Transportation Standard Specifications for Roads and Structures, herein referred to as the ‘Standard Specifications’, and the 2018 Roadway Standard Drawings, shall apply to all portions of this project except as may be modified by this document.

B. **Bidder Prequalification** - Bidders are required to be prequalified with NCDOT for their specific discipline. Contractors wishing to become prequalified may obtain information through the NCDOT website at: https://connect.ncdot.gov/business/Pages/default.aspx

C. **Disadvantaged Business Enterprise References** - Since this is a Federal-aid project with DBE participation, only those requirements and goals set forth by NCDOT Goal Setting Committee are applicable. References to any other requirements or to N.C. General Statute 143-128.2 shall not apply to this project. Refer to Special Provision SP1 G63.

D. **Award of Contract** - The contract will be awarded to the lowest responsible, responsive bidder. Alternate items will not be considered in determining the low bidder and will only be evaluated after the award of the contract is made.

E. **Contractor Licensing** – On all Federal-aid contracts, non-licensed contractors are permitted to submit bids, however they must be licensed prior to performing any work. Bidders are permitted 60 days, after bid opening, to become licensed by the North Carolina Licensing Board. If they fail to do so within 60 days, their bid will be considered non-responsive and will be rejected. If the successful bidder does not hold the proper license to perform any plumbing, heating, air conditioning, or electrical work in this contract, he will be required to sublet such work to a contractor properly licensed in accordance with Article 2 of Chapter 87 of the General Statutes (licensing of heating, plumbing, and air conditioning contractors) and Article 4 of Chapter 87 of the General Statutes (licensing of electrical contractors).

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


Payment Bonds (M-6): https://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/05%20Payment%20Bonds.doc


G. **Liability Insurance** – In addition to any insurance requirements as may be required by the LGA, the Contractor is obligated to comply with Article 107-15 of the Standard Specifications including the dollar limits set forth.

H. **Buy America** – This project shall be governed by the Buy America requirements, for the use of domestic steel and iron products, as outlined in the Standard Specifications.
I. **Proprietary Items** - When a proprietary (brand name) product, whether material, equipment or procedure, are specified in the plans or specifications, they are used only to denote the style, type, character, and quality desired of the product. They do not restrict the bidder from proposing other brands, makes, or manufacturers, which are determined to be of equal quality. The approval, or disapproval of those products, will be made by the Engineer prior to allowing those product(s) or material(s) to be incorporated into the work.

J. **Retainage by LGAs** – The LGA for this contract will not retain any amount or percentage from progress payments or final estimates due the contractor.

  *Retainage by Contractors* – Contractors are NOT permitted to retain any amount or percentage from monies due their subcontractors or material suppliers on federally funded projects except as permitted by Subarticle 109-4(B) of the Standard Specifications.

K. **Traffic Control** – The requirements of the *Manual on Uniform Traffic Control Devices (MUTCD) – FHWA*, as amended by the *NCDOT Supplement to MUTCD*, shall apply. Traffic Control, both vehicular and pedestrian, shall be maintained throughout the project as required by these specifications as modified by the project plans or special provisions.
ALLOWABLE CHANGES TO THE NCDOT 2018 STANDARD SPECIFICATIONS:

1. Article 102-1 Invitation to Bid, page 1-9, delete this section in its entirety.

2. Subarticle 102-8(B) Electronic Bids, page 1-15, delete this section in its entirety.

3. Subarticle 102-9(C)2 Electronic Bids, page 1-17, delete this section in its entirety.

4. Article 102-10 Bid Bond or Bid Deposit, page 1-17, line 38, “60” days shall be modified to “90” days.

5. Subarticle 102-10 Bid Bond or Bid Deposit, page 1-18, delete lines 16-27.


7. Subarticle 102-12(A) Paper Bid, page 1-18, line 37, the reference to “Contract Officer” shall be changed to “Engineering Director”.

8. Subarticle 102-12(B) Electronic Bid, pages 1-18 and 19, delete this section in its entirety.

9. Subarticle 102-13(B)2 Electronic Bids, page 1-19, delete this section in its entirety.

10. Subarticle 103-2(B) Electronic Bids, page 1-22, delete this section in its entirety.


12. Article 103-7 Contract Bonds, page 1-30, line 5, modify “14” calendar days to “10” calendar days per G.S.143-129.

13. Article 103-9, Failure to Furnish Contract Bonds, page 1-30, line 15, modify “14” calendar days to “10” calendar days per G.S.143-129.

14. Article 105-9 Construction Stakes, Lines and Grades, page 1-48, delete this section in its entirety and substitute the following: “The Municipality will not set the stakes, lines or grades for this project.”

15. Article 108-2, Progress Schedule, page 1-68, add the following requirement as subarticle (D) on page 1-69: “The municipality may add additional requirements as noted in the bid proposal”.

16. Article 108-3, Preconstruction Conference, page 1-69, line 20, change “Division Engineer” to “Engineering Construction Manager”.

17. Article 108-4, Construction Conferences, page 1-69, line 28, change “Resident Engineer” to “Engineering Construction Manager”.

18. Article 109-8, Fuel Price Adjustments, page 1-87, delete this article in its entirety and substitute the following: “Fuel Price Adjustments will not apply to this project.”
19. Article-620-4, Measurement and Payment, page 6-33, delete lines 38 through line 20 on page 6-34 and substitute the following: “Asphalt Price Adjustments will not apply to this project.”

GENERAL PROVISIONS

CONTRACT TIME AND LIQUIDATED DAMAGES (No Permits):
(7-1-95) (Rev. 12-18-07) 108 SP1 G05 B

The date of availability for this contract is the date the Contractor begins work but not before March 1, 2020 or later than May 1, 2020.

The completion date for this contract is the date that is 210 (two hundred ten) consecutive calendar days after and including the date of availability.

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 Two hundred Fifty Dollars ($250.00) per calendar day. At the preconstruction conference the Contractor shall declare his expected date for beginning work. Should the Contractor desire to revise this date after the preconstruction conference, he shall notify the Engineer in writing at least thirty (30) days prior to the revised date.

INTERMEDIATE CONTRACT TIME NUMBER ONE AND LIQUIDATED DAMAGES:
(2-20-07) 108 SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on ALL ROADS during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday thru Friday 6:00 am – 9:00 am
Monday thru Friday 4:00 pm – 6:00 pm

In addition, the Contractor shall not close or narrow a lane of traffic on ALL ROADS, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For unexpected occurrence that creates unusually high traffic volumes, as directed by the Engineer.
2. For New Year's Day, between the hours of **3:00 pm** December 31st and **9:00 am** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **9:00 am** the following Tuesday.

3. For Easter, between the hours of **3:00 pm** Thursday and **9:00 am** Monday.

4. For Memorial Day, between the hours of **3:00 pm** Friday and **9:00 am** Tuesday.

5. For Independence Day, between the hours of **3:00 pm** the day before Independence Day and **9:00 am** the day after Independence Day.

   If Independence Day is on a Friday, Saturday, Sunday or Monday, then between the hours of **3:00 pm** the Thursday before Independence Day and **9:00 am** the Tuesday after Independence Day.

6. For Labor Day, between the hours of **3:00 pm** Friday and **9:00 am** Tuesday.

7. For Thanksgiving Day, between the hours of **3:00 pm** Tuesday and **9:00 am** Monday.

8. For Christmas, between the hours of **3:00 pm** the Friday before the week of Christmas Day and **9:00 am** the following Tuesday after the week of Christmas Day.

9. For special events, between the hours of **3:00 pm** the day of the week of the special event and **9:00 am** the following day after the week of the special event.

   And/or

   For special events, occurring at the Charlotte Motor Speedway between **eight** hours before the start and eight hours after the end of the special event.

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

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

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

The liquidated damages are [ONE THOUSAND] Dollars ($1,000.00) per hour.

**NO MAJOR CONTRACT ITEMS:**

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

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

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

Items listed below will be the specialty items for this contract (see Article 108-6 of the 2018 Standard Specifications).

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DRIVEWAYS AND PRIVATE PROPERTY:

The Contractor shall maintain access to driveways for all residents, businesses, and property owners throughout the life of the project.

The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract. Any driveway paved by a Contractor which ties into an NCDOT system road being paved by the Contractor must be paved either prior to the road paving project or after its completion.

DISADVANTAGED BUSINESS ENTERPRISE (LOCAL GOVERNMENT AGENCIES):

(10-16-07)(Rev. 1-15-19) 102-15(J) SP1 G63

Description

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

Definitions

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

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

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

*DBE Goal* - A portion of the total contract, expressed as a percentage, that is to be performed by committed DBE subcontractor(s).
Disadvantaged Business Enterprise (DBE) - A firm certified as a Disadvantaged Business Enterprise through the North Carolina Unified Certification Program.

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

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

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

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

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

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

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

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

Forms and Websites Referenced in this Provision

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

DBE-IS Subcontractor Payment Information - Form for reporting the payments made to all DBE firms working on the project. This form is for paper bid projects only. https://connect.ncdot.gov/business/Turnpike/Documents/Form%20DBE-IS%20Subcontractor%20Payment%20Information.pdf
RF-1 DBE Replacement Request Form - Form for replacing a committed DBE.
http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf

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

JC-1 Joint Check Notification Form - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.

Letter of Intent - Form signed by the Contractor and the DBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed DBE for the estimated amount (based on quantities and unit prices) listed at the time of bid.
http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%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.

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

DBE Goal

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

Disadvantaged Business Enterprises 2.0 %

(A) *If the DBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that DBEs participate in at least the percent of the contract as set forth above as the DBE goal.

(B) *If the DBE goal is zero*, the Contractor shall make an effort to recruit and use DBEs during the performance of the contract. Any DBE participation obtained shall be reported to CITY OF CONCORD.
Directory of Transportation Firms (Directory)

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

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

Listing of DBE Subcontractors

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

(A) If the DBE goal is more than zero,

(1) Bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation, including the names and addresses on Listing of DBE Subcontractors contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract.

(2) If bidders have no DBE participation, they shall indicate this on the Listing of DBE Subcontractors by entering the word “None” or the number “0.” This form shall be completed in its entirety. Blank forms will not be deemed to represent zero participation. Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. CITY OF CONCORD will not consider these bids for award and the proposal will be rejected.

(3) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE’s participation will not count towards achieving the DBE goal.

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

DBE Prime Contractor

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

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

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

**Written Documentation – Letter of Intent**

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

The documentation shall be received in the office of the CITY OF CONCORD no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineering Director no later than 10:00 a.m. on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed DBE to be used toward the DBE goal, or if the form is incomplete (i.e. both signatures are not present), the DBE participation will not count toward meeting the DBE goal. If the lack of this participation drops the commitment below the DBE goal, the Contractor shall submit evidence of good faith efforts, completed in its entirety, to the Engineering Director no later than 2:00 p.m. on the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineering Director no later than 10:00 a.m. on the next official state business day.

**Submission of Good Faith Effort**

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

One complete set and two copies of this information shall be received in the office of the Engineering Director no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineering Director no later than 10:00 a.m. on the next official state business day.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal. This
documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

**Consideration of Good Faith Effort for Projects with DBE Goals More Than Zero**

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient DBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought DBE participation. Mere *pro forma* efforts are not considered good faith efforts.

**CITY OF CONCORD** will consider the quality, quantity, and intensity of the different kinds of efforts a bidder has made. Listed below are examples of the types of actions a bidder will take in making a good faith effort to meet the goal and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

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

(B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.

(1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

(2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2nd and 3rd tier subcontractors).

(C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(D) Negotiating in good faith with interested DBEs. It is the bidder’s responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm’s price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder’s failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(E) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder’s standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder’s efforts to meet the project goal.

(F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.

(G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(H) Effectively using the services of available minority/women community organizations; minority/women contractors’ groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within 7 days from the bid opening NCDOT’s Business Opportunity and Work Force Development Unit at BOWD@ncdot.gov to give notification of the bidder’s inability to get DBE quotes.

(I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the DBE goal.

In addition, CITY OF CONCORD may take into account the following:

(1) Whether the bidder’s documentation reflects a clear and realistic plan for achieving the DBE goal.

(2) The bidders’ past performance in meeting the DBE goals.

(3) The performance of other bidders in meeting the DBE goal. For example, when the apparent successful bidder fails to meet the DBE goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the DBE goal, but meets or exceeds the average DBE participation obtained by other bidders, CITY OF CONCORD may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.
If **CITY OF CONCORD** does not award the contract to the apparent lowest responsive bidder, **CITY OF CONCORD** reserves the right to award the contract to the next lowest responsive bidder that can satisfy to **CITY OF CONCORD** that the DBE goal can be met or that an adequate good faith effort has been made to meet the DBE goal.

**Non-Good Faith Appeal**

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

**Counting DBE Participation Toward Meeting DBE Goal**

(A) **Participation**

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

(B) **Joint Checks**

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

(C) **Subcontracts (Non-Trucking)**

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

(D) **Joint Venture**

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

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

(F) Manufacturers and Regular Dealers

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

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

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

Commercially Useful Function

(A) DBE Utilization

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

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

1. The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.

2. The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

4. The DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.

5. The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the DBE and the Contractor will not count towards the DBE contract requirement.

6. A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. This type of lease may count toward the DBE’s credit as long as the driver is under the DBE’s payroll.

7. Subcontracted/leased trucks shall display clearly on the dashboard the name of the DBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

DBE Replacement

When a Contractor has relied on a commitment to a DBE subcontractor (or an approved substitute DBE subcontractor) to meet all or part of a contract goal requirement, the contractor shall not terminate the DBE subcontractor for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another DBE.
subcontractor, a non-DBE subcontractor, or with the Contractor’s own forces or those of an affiliate.

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

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

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

Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

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

(A) Performance Related Replacement

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

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

1. Copies of written notification to DBEs that their interest is solicited in contracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.

2. Efforts to negotiate with DBEs for specific subbids including, at a minimum:
   a. The names, addresses, and telephone numbers of DBEs who were contacted.
   b. A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.

3. A list of reasons why DBE quotes were not accepted.

4. Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

1. When a committed DBE is decertified by the NCDOT after the SAF (Subcontract Approval Form) has been received by the CITY OF CONCORD, the CITY OF CONCORD will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.

2. When a committed DBE is decertified prior to the CITY OF CONCORD receiving the SAF (Subcontract Approval Form) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to Engineering Director (see A herein for required documentation).

All requests for replacement of a committed DBE firm shall be submitted to the Engineering Director for approval on Form RF-1 (DBE Replacement Request). If the Contractor fails to follow this procedure, the Contractor may be disqualified from further bidding for a period of up to 6 months.

Changes in the Work

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

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

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

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

Reports and Documentation

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

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

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

Reporting Disadvantaged Business Enterprise Participation

The Contractor shall provide the Engineering Director 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 Engineering Director for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

(A) Withholding of money due in the next partial pay estimate; or

(B) Removal of an approved contractor from the prequalified bidders’ list or the removal of other entities from the approved subcontractors list.
While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to DBEs, it shall be the prime contractor’s responsibility to report all monthly and final payment information in the correct reporting manner.

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

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

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

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

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

**Failure to Meet Contract Requirements**

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the 2018 Standard Specifications may be cause to disqualify the Contractor.

**CONTRACTOR'S LICENSE REQUIREMENTS:**

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

**REVISION TO FHWA-1273 CONCERNING TAP-FUNDED PROJECTS:**

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

Replace the last sentence in Section I.4 and the third sentence in the first paragraph of Section IV with the following:
Transportation Alternative Program (TAP)-funded projects shall have the same requirements as Federal-Aid highway projects except physical location exceptions will not apply.
CONTRACT No. EB-5903
County Cabarrus

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

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

Name of MBE/WBE/DBE Subcontractor____________________________________________
Address_______________________________________________________________________
City_____________________________State_____________________________Zip_________

Please check all that apply:
- Minority Business Enterprise (MBE)____
- Women Business Enterprise (WBE)____
- Disadvantaged Business Enterprise (DBE)____

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

Commitment Total based on estimated Unit Prices and Quantities on the “attached” MBE/WBE/DBE Commitment Items sheet:

Amount $ _________________________

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

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

Affirmation

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

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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.

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

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

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

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

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

TWELVE MONTH GUARANTEE – LGA Projects

(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 City of Concord. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the City of Concord, 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 City of Concord’s first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor’s responsibility shall be limited to the term of the manufacturer’s guarantee. The City of Concord 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 City of Concord 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.

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

(1-16-07) (Rev 04-01-19) 105-16, 225-2, 16 SPI G180

**General**

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

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

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

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

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

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

**Roles and Responsibilities**

(A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project’s final acceptance. Perform the following duties:
(1) Manage Operations - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.

(a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
(b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
(c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
(d) Implement the erosion and sediment control/stormwater site plans requested.
(e) Provide any needed erosion and sediment control/stormwater practices for the Contractor’s temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
(f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
(g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
(h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
(i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor’s operations.
(j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
(k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.

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

(a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
(b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days and within 24 hours after a rainfall event of greater than 1.0 inch that occurs within a 24 hour period. Additional monitoring may be required at the discretion of Division of Water Resources personnel if the receiving stream is 303(d) listed for turbidity and the project has had documented problems managing turbidity.

(c) Maintain an onsite rain gauge or use the Department’s Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.

(d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.

(e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.

(f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.

(g) Provide secondary containment for bulk storage of liquid materials.

(h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department’s NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the General Permit, NCG010000.

(i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.

(3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:

(a) Follow permit requirements related to the Contractor and subcontractors’ construction activities.

(b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.

(c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.

(d) Conduct the inspections required by the NPDES permit.

(e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.

(f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.

(g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.

(h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.

(i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
(j) The Contractor’s quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.

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

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

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

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

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

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

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

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

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

Ethical Responsibility

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

Revocation or Suspension of Certification

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

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

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

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

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

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

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

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

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

**Measurement and Payment**

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

**PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:**

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 *2018 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](https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/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.
STATE OF NORTH CAROLINA
E-VERIFY AFFIDAVIT
City of Concord

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

1. I have submitted a bid for contract or desire to enter into a contract with the City of Concord;

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

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

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

3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

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

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

   Specify subcontractor: __________________________________________

   This the ______ day of ______, 20__.

   ________________________________________________________________

   Affiant

   Sworn to and subscribed before me, this the ______ day of ______, 20__.

   [OFFICIAL SEAL]

   __________________________, Notary Public

   My Commission Expires: _______________
PROJECT SPECIAL PROVISIONS

FINAL SURFACE TESTING NOT REQUIRED:
(5-18-04) (Rev. 2-16-16) 610  SP6 R45

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

ASPHALT CONCRETE PLANT MIX PAVEMENTS:
(2-20-18) (Rev.1-15-19) 610, 1012  SP6 R65

Revise the 2018 *Standard Specifications* as follows:

Page 6-14, Table 609-3, LIMITS OF PRECISION FOR TEST RESULTS, replace with the following:

| TABLE 609-3  
<p>| Limits of Precision for Test Results |</p>
<table>
<thead>
<tr>
<th>Mix Property</th>
<th>Limits of Precision</th>
</tr>
</thead>
<tbody>
<tr>
<td>25.0 mm sieve (Base Mix)</td>
<td>± 10.0%</td>
</tr>
<tr>
<td>19.0 mm sieve (Base Mix)</td>
<td>± 10.0%</td>
</tr>
<tr>
<td>12.5 mm sieve (Intermediate &amp; Type P-57)</td>
<td>± 6.0%</td>
</tr>
<tr>
<td>9.5 mm sieve (Surface Mix)</td>
<td>± 5.0%</td>
</tr>
<tr>
<td>4.75 mm sieve (Surface Mix)</td>
<td>± 5.0%</td>
</tr>
<tr>
<td>2.36 mm sieve (All Mixes, except S4.75A)</td>
<td>± 5.0%</td>
</tr>
<tr>
<td>1.18 mm sieve (S4.75A)</td>
<td>± 5.0%</td>
</tr>
<tr>
<td>0.075 mm sieve (All Mixes)</td>
<td>± 2.0%</td>
</tr>
<tr>
<td>Asphalt Binder Content</td>
<td>± 0.5%</td>
</tr>
<tr>
<td>Maximum Specific Gravity (G_{mm})</td>
<td>± 0.020</td>
</tr>
<tr>
<td>Bulk Specific Gravity (G_{mb})</td>
<td>± 0.030</td>
</tr>
<tr>
<td>TSR</td>
<td>± 15.0%</td>
</tr>
<tr>
<td>QA retest of prepared QC Gyratory Compacted Volumetric Specimens</td>
<td>± 0.015</td>
</tr>
<tr>
<td>Retest of QC Core Sample</td>
<td>± 1.2% (% Compaction)</td>
</tr>
<tr>
<td>Comparison QA Core Sample</td>
<td>± 2.0% (% Compaction)</td>
</tr>
<tr>
<td>QA Verification Core Sample</td>
<td>± 2.0% (% Compaction)</td>
</tr>
<tr>
<td>Density Gauge Comparison of QC Test</td>
<td>± 2.0% (% Compaction)</td>
</tr>
<tr>
<td>QA Density Gauge Verification Test</td>
<td>± 2.0% (% Compaction)</td>
</tr>
</tbody>
</table>
Page 6-17, Table 610-1, MIXING TEMPERATURE AT THE ASPHALT PLANT, replace with the following:

<table>
<thead>
<tr>
<th>Binder Grade</th>
<th>JMF Temperature</th>
</tr>
</thead>
<tbody>
<tr>
<td>PG 58-28; PG 64-22</td>
<td>250 - 290°F</td>
</tr>
<tr>
<td>PG 76-22</td>
<td>300 - 325°F</td>
</tr>
</tbody>
</table>

Page 6-17, Subarticle 610-3(C), Job Mix Formula (JMF), lines 38-39, delete the fourth paragraph.

Page 6-18, Subarticle 610-3(C), Job Mix Formula (JMF), line 12, replace “SF9.5A” with “S9.5B”.

Page 6-18, Table 610-3, MIX DESIGN CRITERIA, replace with the following:

<table>
<thead>
<tr>
<th>Mix Type</th>
<th>Design ESALs millions A</th>
<th>Binder Grade</th>
<th>Compaction Levels</th>
<th>Max. Rut Depth (mm)</th>
<th>Volumetric Properties B</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Gmm @ Nini</td>
<td>Ndes</td>
<td>VMA</td>
</tr>
<tr>
<td>S4.75A</td>
<td>&lt; 1</td>
<td>64 - 22</td>
<td>6</td>
<td>50</td>
<td>11.5</td>
</tr>
<tr>
<td>S9.5B</td>
<td>0 - 3</td>
<td>64 - 22</td>
<td>6</td>
<td>50</td>
<td>9.5</td>
</tr>
<tr>
<td>S9.5C</td>
<td>3 - 30</td>
<td>64 - 22</td>
<td>7</td>
<td>65</td>
<td>6.5</td>
</tr>
<tr>
<td>S9.5D</td>
<td>&gt; 30</td>
<td>76 - 22</td>
<td>8</td>
<td>100</td>
<td>4.5</td>
</tr>
<tr>
<td>I19.0C</td>
<td>ALL</td>
<td>64 - 22</td>
<td>7</td>
<td>65</td>
<td>-</td>
</tr>
<tr>
<td>B25.0C</td>
<td>ALL</td>
<td>64 - 22</td>
<td>7</td>
<td>65</td>
<td>-</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Design Parameter</th>
<th>Design Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dust to Binder Ratio (P0.075 / Pbe)</td>
<td>0.6 - 1.4 C</td>
</tr>
<tr>
<td>Tensile Strength Ratio (TSR) D</td>
<td>85% Min. E</td>
</tr>
</tbody>
</table>

A. Based on 20 year design traffic.
B. Volumetric Properties based on specimens compacted to Ndes as modified by the Department.
C. Dust to Binder Ratio (P0.075 / Pbe) for Type S4.75A is 1.0 - 2.0.
D. NCDOT-T-283 (No Freeze-Thaw cycle required).
E. TSR for Type S4.75A & B25.0C mixes is 80% minimum.
Page 6-19, Table 610-5, BINDER GRADE REQUIREMENTS (BASED ON RBR%), replace with the following:

<table>
<thead>
<tr>
<th>Mix Type</th>
<th>%RBR ≤ 20%</th>
<th>21% ≤ %RBR ≤ 30%</th>
<th>%RBR &gt; 30%</th>
</tr>
</thead>
<tbody>
<tr>
<td>S4.75A, S9.5B, S9.5C, I19.0C, B25.0C</td>
<td>PG 64-22</td>
<td>PG 64-22&lt;sup&gt;A&lt;/sup&gt;</td>
<td>PG 58-28</td>
</tr>
<tr>
<td>S9.5D, OGFC</td>
<td>PG 76-22&lt;sup&gt;B&lt;/sup&gt;</td>
<td>n/a</td>
<td>n/a</td>
</tr>
</tbody>
</table>

A. If the mix contains any amount of RAS, the virgin binder shall be PG 58-28.
B. Maximum Recycled Binder Replacement (%RBR) is 18% for mixes using PG 76-22 binder.

Page 6-20, Table 610-6, PLACEMENT TEMPERATURES FOR ASPHALT, replace with the following:

<table>
<thead>
<tr>
<th>Asphalt Concrete Mix Type</th>
<th>Minimum Surface and Air Temperature</th>
</tr>
</thead>
<tbody>
<tr>
<td>B25.0C</td>
<td>35°F</td>
</tr>
<tr>
<td>I19.0C</td>
<td>35°F</td>
</tr>
<tr>
<td>S4.75A, S9.5B, S9.5C</td>
<td>40°F&lt;sup&gt;A&lt;/sup&gt;</td>
</tr>
<tr>
<td>S9.5D</td>
<td>50°F</td>
</tr>
</tbody>
</table>

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

Page 6-21, Article 610-8, SPREADING AND FINISHING, lines 34-35, delete the second sentence and replace with the following:

Use an MTV for all surface mix regardless of binder grade on Interstate, US Routes, and NC Routes (primary routes) that have 4 or more lanes and median divided.

Page 6-21, Article 610-8, SPREADING AND FINISHING, lines 36-38, delete the fourth sentence and replace with the following:

Use MTV for all ramps, loops, Y-line that have 4 or more lanes and are median divided, full width acceleration lanes, full width deceleration lanes, and full width turn lanes that are greater than 1000 feet in length.

Page 6-23, Table 610-7, DENSITY REQUIREMENTS, replace with the following:
TABLE 610-7
DENSITY REQUIREMENTS

<table>
<thead>
<tr>
<th>Mix Type</th>
<th>Minimum % G&lt;sub&gt;mm&lt;/sub&gt; (Maximum Specific Gravity)</th>
</tr>
</thead>
<tbody>
<tr>
<td>S4.75A</td>
<td>85.0&lt;sup&gt;A&lt;/sup&gt;</td>
</tr>
<tr>
<td>S9.5B</td>
<td>90.0</td>
</tr>
<tr>
<td>S9.5C, S9.5D, I19.0C, B25.0C</td>
<td>92.0</td>
</tr>
</tbody>
</table>

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

Page 6-24, Article 610-13, FINAL SURFACE TESTING, lines 35-36, delete the second sentence and replace with the following:

Final surface testing is not required on ramps, loops and turn lanes.

Page 6-26, Subarticle 610-13(A)(1), Acceptance for New Construction, lines 29-30, delete the second sentence and replace with the following:

Areas excluded from testing by the profiler may be tested using a 10-foot straightedge in accordance with Article 610-12.

Page 6-27, Subarticle 610-13(B), Option 2- North Carolina Hearne Straightedge, lines 41-46, delete the eighth and ninth sentence of this paragraph and replace with the following:

Take profiles over the entire length of the final surface travel lane pavement exclusive of structures, approach slabs, paved shoulders, tapers, or other irregular shaped areas of pavement, unless otherwise approved by the Engineer. Test in accordance with this provision all mainline travel lanes, full width acceleration or deceleration lanes and collector lanes.

Page 6-28, Subarticle 610-13(B), Option 2- North Carolina Hearne Straightedge, lines 1-2, delete these two lines.

Page 6-32, Article 610-16 MEASUREMENT AND PAYMENT, replace with the following:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Concrete Base Course, Type B25.0C</td>
<td>Ton</td>
</tr>
<tr>
<td>Asphalt Concrete Intermediate Course, Type I19.0C</td>
<td>Ton</td>
</tr>
<tr>
<td>Asphalt Concrete Surface Course, Type S4.75A</td>
<td>Ton</td>
</tr>
<tr>
<td>Asphalt Concrete Surface Course, Type S9.5B</td>
<td>Ton</td>
</tr>
<tr>
<td>Asphalt Concrete Surface Course, Type S9.5C</td>
<td>Ton</td>
</tr>
<tr>
<td>Asphalt Concrete Surface Course, Type S9.5D</td>
<td>Ton</td>
</tr>
</tbody>
</table>

Page 10-30, Table 1012-1, AGGREGATE CONSENSUS PROPERTIES, replace with the following:
TABLE 1012-1
AGGREGATE CONSENSUS PROPERTIES\textsuperscript{A}

<table>
<thead>
<tr>
<th>Mix Type</th>
<th>Coarse Aggregate Angularity\textsuperscript{B}</th>
<th>Fine Aggregate Angularity % Minimum</th>
<th>Sand Equivalent % Minimum</th>
<th>Flat and Elongated 5 : 1 Ratio % Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Test Method</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S4.75A; S9.5B</td>
<td>75 / -</td>
<td>40</td>
<td>40</td>
<td>-</td>
</tr>
<tr>
<td>S9.5C; I19.0C; B25.0C</td>
<td>95 / 90</td>
<td>45</td>
<td>45</td>
<td>10</td>
</tr>
<tr>
<td>S9.5D</td>
<td>100 / 100</td>
<td>45</td>
<td>50</td>
<td>10</td>
</tr>
<tr>
<td>OGFC</td>
<td>100 / 100</td>
<td>45</td>
<td>45</td>
<td>10</td>
</tr>
<tr>
<td>UBWC</td>
<td>100 / 85</td>
<td>45</td>
<td>45</td>
<td>10</td>
</tr>
</tbody>
</table>

\textsuperscript{A}. Requirements apply to the design aggregate blend.  
\textsuperscript{B}. 95 / 90 denotes that 95\% of the coarse aggregate has one fractured face and 90\% has 2 or more fractured faces.

**MILLING ASPHALT PAVEMENT:**

1-15-19

Revise the 2018 Standard Specifications as follows:

Page 6-5, Article 607-2, EQUIPMENT, lines 14-16, delete the seventh sentence of this Article and replace with the following:

Use either a non-contacting laser or sonar type ski system with a minimum of three referencing stations mounted on the milling machine at a length of at least 24 feet.

**TRENCHING FOR BASE COURSE (MILLING):**

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

Perform all trenching necessary to place the asphalt concrete base course widening in accordance with the typical sections, at locations shown on the sketch maps, and as directed by the Engineer. **All trenching for asphalt base course shall be by use of an approved milling machine.**

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

The Contractor will be restricted to widening one side of the project at a time unless otherwise permitted by the Engineer. In widening, operate equipment and conduct operations in the same direction as the flow of traffic.
Compact the asphalt concrete base course in the widened areas using means and methods acceptable to the Engineer. Density testing will be performed in accordance with Section 10.3.4 of the QMS Manual.

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

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

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

**PEDESTRIAN SAFETY RAIL:**

Furnish and install steel pipe handrail at locations as shown in the plans, in accordance with the detail in the plans and as directed by the Engineer.

**Measurement and Payment**

*Pedestrian Safety Rail* will be measured and paid as the actual number of linear feet of steel pipe handrail measured along the top of the handrail to the nearest 0.1 of a foot. Such price and payment shall be full compensation for fabricating, furnishing, installing, painting and all incidentals necessary to satisfactorily install the handrail.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pedestrian Safety Rail</td>
<td>Linear Foot</td>
</tr>
</tbody>
</table>
Measurement and payment will be in accordance with Section 848 of the 2018 Standard Specifications.

THERMOPLASTIC PAVEMENT MARKING MATERIAL – COLOR TESTING:

Revise the 2018 Standard Specifications as follows:

Pages 10-183 and 10-184, Subarticle 1087-7(D)(1)(b) Yellow, lines 9-11, delete and replace with the following:

Obtain Color Values Y,x,y per ASTM E1349 using C/2° illuminant/observer. Results shall be $Y \geq 45\%$, and x,y shall fall within PR#1 chart chromaticity limits.

EXTRUDED THERMOPLASTIC PAVEMENT MARKING THICKNESS:

Revise the 2018 Standard Specifications as follows:

Page 12-6, Subarticle 1205-4(A)(1) General, lines 5-8, delete the second sentence and replace with the following:

Use application equipment that provides multiple width settings ranging from 4 inches to 12 inches and multiple thickness settings to achieve a minimum pavement marking thickness of 0.090 inch above the surface of the pavement.

Page 12-7, Table 1205-3, THICKNESS REQUIREMENTS FOR THERMOPLASTIC, replace with the following:

<table>
<thead>
<tr>
<th>TABLE 1205-3</th>
<th>MINIMUM THICKNESS REQUIREMENTS FOR THERMOPLASTIC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thickness Location</td>
<td></td>
</tr>
<tr>
<td>240 mils In-lane and shoulder-transverse pavement markings (rumble strips). May be placed in 2 passes.</td>
<td></td>
</tr>
<tr>
<td>90 mils Center lines, skip lines, transverse bands, mini-skip lines, characters, bike lane symbols, crosswalk lines, edge lines, gore lines, diagonals, and arrow symbols</td>
<td></td>
</tr>
</tbody>
</table>
DRAINAGE PIPE

Revise the 2018 Standard Specifications as follows:

Page 3-5, Article 305-4, MEASURE AND PAYMENT, line 31, add the following:

Any restraining system required on the existing waterline as required in the plans during the storm pipe trench excavation will be incidental to this item.

OFFSET CURB INLET CATCH BASIN

Revise the 2018 Standard Specifications as follows:

Article 840-4 Measurement and Payment

Add the following sentences:

Masonry Drainage Structure Offset Curb Inlet that incorporates an opening for circular pipe not exceeding 48 inches in diameter, built per plan details or as directed by the Engineer, will be measured and paid in units of each for the actual number completed and accepted.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Masonry Drainage Structure Offset Curb Inlet</td>
<td>Each</td>
</tr>
</tbody>
</table>

UTILITY SPECIAL PROVISIONS

Revise the Standard Specifications for Roads and Structures, January 2018, as follows:

ARTICLE 1500

Article 1500-2 Cooperation with the Utility Owner

add the following paragraphs:

Water and sewer facilities are owned by the City of Concord. The contact person for the City is Sue Hyde, PE or the City of Concord Construction Manager, Gary Stansbury, both can be reached at (704) 920-5425.

Notify the City of Concord Construction Manager at least 24 hours prior to beginning any water or sewer construction activity.

Maintain water and sewer service to existing customers during construction. Minimize the duration of any service disruption. Notify the City of Concord Construction Manager at least 48 hours in advance of any scheduled service disruption. Provide notice on a City approved
form to City of Concord customers specifying the day and duration of any scheduled disruption, including appropriate City contact numbers.

Provide temporary potable water supplies to City of Concord customers when the duration of water service disruption exceeds 4 hours. This work is considered incidental to the project. No additional payment will be made.

The City of Concord will have first option to any water or sewer construction activity. If unavailable, line items 42 thru 55 will be used.

Materials:

Provide materials for the proposed water and sewer utilities construction meeting the applicable requirements (i.e. material specifications, standard details, testing, policies, etc.) of the Water and Sewer Authority of Cabarrus County (WSACC) Standard Specifications, dated August 2006, applicable current City of Concord standard details as of Date of Advertisement, and the WSACC Standard Details, dated August, 2006. City of Concord details can be obtained from the City at http://www.ci.concord.nc.us/Departments/Engineering/FormsDownloads/tabid/333/Default.aspx. WSACC Standard Specifications and Details can be obtained from WSACC at http://www.wsacc.org/index.asp?Type=B_BASIC&SEC={56903D54-AD5E-4041-B06D-23D5BDC4DFD41}.

Measurement and payment for work will be in accordance with the 2018 Standard Specifications.

ARTICLE 1505

Article 1505-3 Construction Methods:
Replace (c) Bedding with:

Refer to the Water and Sewer Authority of Cabarrus County (WSACC) Standard Specifications, dated August 2006 for bedding requirements.

ARTICLE 1510

Article 1510-2 Materials:
Replace with:

Refer to the Water and Sewer Authority of Cabarrus County (WSACC) Standard Specifications, dated August 2006.

Article 1510-3 Construction Methods
Add the following paragraphs:

Refer to the Water and Sewer Authority of Cabarrus County (WSACC) Standard Specifications, dated August 2006.
Article 1510-3 Construction Methods  (A) General
Replace lines 12 thru 14 with:

For water service connections refer to the Water and Sewer Authority of Cabarrus County (WSACC) Standard Specifications, dated August 2006.

Article 1510-3 Construction Methods  (B) Testing and Sterilization
Replace with:

Refer to the Water and Sewer Authority of Cabarrus County (WSACC) Standard Specifications, dated August 2006.

ARTICLE 1515

Article 1515-1 Description
Add the following sentence:

The Contractor shall be responsible for complying with the current plumbing requirements associated with re-establishing the water service connection and obtaining all necessary plumbing permits, in accordance with the most current version of the North Carolina Plumbing Code. The plumbing requirements shall include, but not be limited to, the materials, equipment, labor, and workmanship associated with the installation of a shut off-valve, and a water pressure reducing valve (PRV) with associated appurtenances on the private homeowners plumbing to reestablish service, in accordance with the most current version of the North Carolina Plumbing Code.

Article 1515-2 Materials:
Replace with:

Refer to the Water and Sewer Authority of Cabarrus County (WSACC) Standard Specifications, dated August 2006.

Revise the WSACC Standard Specifications, August 2006, as follows:

Section 15104 Resilient-Seated Gate Valves
1. Scope – Delete the second sentence.
2. Acceptable Manufacturers – Add Mueller Company

Section 15106 Fire Hydrants
1. Scope – Replace the second sentence with “Refer to the City of Concord Fire Hydrant Detail for additional information”.

Article 1515-3 Construction Methods
Add the following sentences:
Refer to the Water and Sewer Authority of Cabarrus County (WSACC) Standard Specifications, dated August 2006.

**Article 1515-3 Construction Methods (B) Meters**
Add the following sentence:

Meters boxes to be replaced with traffic-rated boxes when in the sidewalk. AMI Meter boxes and lids will be provided by the City of Concord.

**Article 1515-3 Construction Methods (D) Fire Hydrants**
Add the following sentence:

**Revise the WSACC Standard Specifications, August 2006, as follows:**

Section 15106 Fire Hydrants
1. Scope – Replace the second sentence with “Refer to the City of Concord Fire Hydrant Detail for additional information”.

**Article 1515-3 Construction Methods (H) Relocate Water Service Line**

Existing water services in conflict with the proposed construction shall be relocated by replacing the existing service pipe with new pipe from the existing corporation stop to the existing angle yoke valve. Refer to the City of Concord Water Meter Standard Details for additional information.

**Article 1515-4 Measurement and Payment**
Add the following sentences:

*Relocate Water Service Line* will be measured and paid in units of each for water service lines satisfactorily relocated.

*Relocate Water Meter (Boxes and Lids provided by the City of Concord)* will be measured and paid in units of each for water meter satisfactorily relocated.

*Plumbing Permit and Requirements for Reconnecting Water Services* will be measured and paid in units of each permit acquired.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relocate Water Service Line</td>
<td>Each</td>
</tr>
<tr>
<td>Relocate Water Meter (Boxes and Lids provided by the City of Concord)</td>
<td>Each</td>
</tr>
<tr>
<td>Plumbing Permit and Requirements for Reconnecting Water Services</td>
<td>Each</td>
</tr>
</tbody>
</table>

**ARTICLE 1520**
Article 1520-2 Materials:
Replace with:

Refer to the Water and Sewer Authority of Cabarrus County (WSACC) Standard Specifications, dated August 2006.

Revise the WSACC Standard Specifications, August 2006, as follows:

Section 02701 Wastewater Service Connections
1. Scope – Add the following sentence “Refer to the City of Concord Sanitary Sewer Lateral Installation on Proposed Sewer Main for additional information”.

Article 1520-3 Construction Methods
Add the following paragraphs:

Refer to the Water and Sewer Authority of Cabarrus County (WSACC) Standard Specifications, dated August 2006.

Article 1520-3 Construction Methods (C) Sewer Cleanouts

Revise the WSACC Standard Specifications, August 2006, as follows:

Section 02701 Wastewater Service Connections
4.02 Fittings – Replace with “Refer to the City of Concord Sanitary Sewer Lateral Installation on Proposed Sewer Main for additional information”.

Article 1520-4 Measurement and Payment
Add the following sentences:

Sanitary Sewer Cleanout with Mini-Manhole will be measured and paid in units of each for manholes satisfactorily installed.

Adjustment of Existing Sanitary Sewer Cleanout with Mini-Manhole will be measured and paid in units of each for manholes satisfactorily adjusted.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sanitary Sewer Cleanout with Mini-Manhole</td>
<td>Each</td>
</tr>
<tr>
<td>Adjustment of Existing Sanitary Sewer Cleanout with Mini-Manhole</td>
<td>Each</td>
</tr>
</tbody>
</table>

ADJUSTMENT OF METER BOXES

Revise the 2018 Standard Specifications as follows:

Article 858-3 Construction Methods
Add the following sentence:

Meters boxes to be replaced with traffic-rated boxes when in the sidewalk. AMI Meter boxes and lids will be provided by the City of Concord.

**Article 858-4 Measurement and Payment**

Add the following sentences:

*Adjustment of Meter Boxes (Boxes and Lids provided by the City of Concord)* will be measured and paid in units of each for water meter satisfactorily adjusted.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adjustment of Meter Boxes (Boxes and Lids provided by the City of Concord)</td>
<td>Each</td>
</tr>
</tbody>
</table>

**UTILITY CONTACTS**

The utility contacts for this project are as follows:

<table>
<thead>
<tr>
<th>UTILITY</th>
<th>CONTACT NAME</th>
<th>PHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Concord Electric</td>
<td>Fred Porter</td>
<td>704-920-5303</td>
</tr>
<tr>
<td>City of Concord Water</td>
<td>Jeff Corley</td>
<td>704-920-5372</td>
</tr>
<tr>
<td>PSNC Energy</td>
<td>Jimmy Gray</td>
<td>704-574-3469</td>
</tr>
</tbody>
</table>

**RESET EXISTING MAILBOX AND POST WITH OPTIONAL NEW POST:**

**Description**

The Contractor shall reset the existing mailbox and post, unless the post is in poor condition or results in excessive sidewalk encroachment; then Contract shall obtain City of Concord’s approval to replace the post and install the new replacement post with the existing mailbox. The new post shall match existing size (when possible), material and finish. Contractor shall use an 8” diameter PVC sleeve when installing a post on new concrete sidewalk.

**Materials**

Refer to Division 10 of the *2018 Standard Specifications*.

**Construction Methods**

The Contractor shall relocate all mailboxes as required by section 107-11 of the NCDOT Standard Specifications for Roads and Structures and shall coordinate this work with the U.S. Postal Service. Sleeves shall be used to reset posts on the new sidewalk.
Measurement and Payment

*Reset Existing Mailbox and Post* will be measured and paid at the unit price per each mailbox satisfactorily removed and reinstalled. Such payment includes, but is not limited to, removal; materials, including sleeve; labor; and equipment.

*New Mailbox Post* will be measured and paid at the unit price per each new replacement post satisfactorily installed, including sleeve.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reset Existing Mailbox and Post</td>
<td>Each</td>
</tr>
<tr>
<td>New Mailbox Post</td>
<td>Each</td>
</tr>
</tbody>
</table>

**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.

**SEEDING AND MULCHING:**

*(West)*

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

<table>
<thead>
<tr>
<th>Shoulder and Median Areas</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>August 1 - June 1</strong></td>
</tr>
<tr>
<td>20# Kentucky Bluegrass</td>
</tr>
<tr>
<td>75# Hard Fescue</td>
</tr>
</tbody>
</table>

I-50
25# Rye Grain 10# German or Browntop Millet
500# Fertilizer 500# Fertilizer
4000# Limestone 4000# Limestone

Areas Beyond the Mowing Pattern, Waste and Borrow Areas:

**August 1 - June 1**

<table>
<thead>
<tr>
<th>100#</th>
<th>Tall Fescue</th>
</tr>
</thead>
<tbody>
<tr>
<td>15#</td>
<td>Kentucky Bluegrass</td>
</tr>
<tr>
<td>30#</td>
<td>Hard Fescue</td>
</tr>
<tr>
<td>25#</td>
<td>Rye Grain</td>
</tr>
<tr>
<td>500#</td>
<td>Fertilizer</td>
</tr>
<tr>
<td>4000#</td>
<td>Limestone</td>
</tr>
</tbody>
</table>

**May 1 - September 1**

<table>
<thead>
<tr>
<th>100#</th>
<th>Tall Fescue</th>
</tr>
</thead>
<tbody>
<tr>
<td>15#</td>
<td>Kentucky Bluegrass</td>
</tr>
<tr>
<td>30#</td>
<td>Hard Fescue</td>
</tr>
<tr>
<td>10#</td>
<td>German or Browntop Millet</td>
</tr>
<tr>
<td>500#</td>
<td>Fertilizer</td>
</tr>
<tr>
<td>4000#</td>
<td>Limestone</td>
</tr>
</tbody>
</table>

Approved Tall Fescue Cultivars

- 06 Dust
- 2nd Millennium
- 3rd Millennium
- Apache III
- Avenger
- Barlexas
- Barlexas II
- Bar Fa
- Barrera
- Barrington
- Barrobusto
- Barvado
- Biltmore
- Bingo
- Bizem
- Blackwatch
- Blade Runner II
- Bonsai
- Braveheart
- Bravo
- Bullseye
- Cannavaro
- Catalyst
- Cayenne
- Cessane Rz
- Chipper
- Cochise IV
- Constitution
- Corgi
- Corona
- Coyote

- 2nd Millennium
- Essential
- Evergreen 2
- Falcon IV
- Falcon NG
- Falcon V
- Faith
- Fat Cat
- Festnova
- Fidelity
- Finelawn Elite
- Finelawn Xpress
- Finesse II
- Firebird
- Firecracker LS
- Firenza
- Five Point
- Focus
- Forte
- Garrison
- Gazelle II
- Gold Medallion
- Grande 3
- Greenbrooks
- Greenkeeper
- Gremlin
- Greystone
- Guardian 21
- Guardian 41
- Hemi
- Honky Tonk

- 3rd Millennium
- Evergreen 2
- Lexington
- LSD
- Magellan
- Matador
- Millennium SRP
- Monet
- Mustang 4
- Nevada
- Padre
- Patagonia
- Pedigree
- Picasso
- Piedmont
- Plantation
- Proseeds 5301
- Prospect
- Pure Gold
- Quest
- Raptor II
- Rebel Exeda
- Rebel Sentry
- Rebel IV
- Regiment II
- Regenerate
- Rendition
- Rz
- Saber
- Silver Hawk
- Silverstar
- Sidevendoah Elite
- Skyline
- Solara
- Southern Choice II
- Speedway
- Spyder LS
- Sunset Gold
- Taccoa
- Tanzania
- Trio
- Tahoe II
- Talladega
- Tarheel
- Terrano
- Titan Ltd
- Tracer
- Traverse SRP
- Tulsa Time
- Turbo
- Turbo RZ
- Tuxedo RZ
- Ultimate
- Venture
Darlington  Hot Rod  Rambler 2 SRP  Umbrella
Davinci  Hunter  Rembrandt  Van Gogh
Desire  Inferno  Reunion  Watchdog
Dominion  Innovator  Riverside  Wolfpack II
Dynamic  Integrity  RNP  Xtremegreen
Dynasty  Jaguar 3  Rocket
Endeavor  Jamboree  Scorpion

Approved Kentucky Bluegrass Cultivars:

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

Approved Hard Fescue Cultivars:

<table>
<thead>
<tr>
<th>Aurora II</th>
<th>Eureka II</th>
<th>Oxford</th>
<th>Scaldis II</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aurora Gold</td>
<td>Firefly</td>
<td>Reliant II</td>
<td>Spartan II</td>
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<tr>
<td>Berkshire</td>
<td>Granite</td>
<td>Reliant IV</td>
<td>Stonehenge</td>
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<tr>
<td>Bighorn GT</td>
<td>Heron</td>
<td>Rescue 911</td>
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<tr>
<td>Chariot</td>
<td>Nordic</td>
<td>Rhino</td>
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</tbody>
</table>

On cut and fill slopes 2:1 or steeper add 20# Sericea Lespedeza January 1 - December 31.
Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

**STORM DRAIN INLET PROTECTION:**

The Work covered in this section consists of installing storm drain inlet protection as necessary help reduce the effects of soil erosion and to retain sediment.

**Inspection and Maintenance of Sediment Tubes**

Inspect filter sacks after installation to ensure that no gaps exist under the filter sack and the rim of structure.

Inspect filter sacks every seven (7) days. Repair any damage to filter sack or replace per engineer request.

Remove sediment deposits that impair the filtration capability of a filter sack when the sediment reaches sediment capacity line on filter. Remove and/or replace installed filter sacks as required to adapt to changing construction site conditions.

**Measurement and Payment**

The quantity of "Filter Sack Inlet Protection” is to be paid for per each filter sack installed and accepted. All work consisting of, but not limited to, purchases, storing, and installing the filter sack and all material, time, and labor costs associated will be considered incidental to the work.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
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<tbody>
<tr>
<td>Storm Drain Inlet Protection</td>
<td>Each</td>
</tr>
</tbody>
</table>
TRAFFIC CONTROL

1.0 DESCRIPTION

Beginning Work and Street Closings: The Contractor is responsible for notifying the Concord Department of Transportation for any work where the number of travel lanes is reduced from normal conditions.

The Contractor shall install advance warning signs for the Project. These signs shall be in place for one week before construction activity begins. The Contractor shall begin construction activity on a street on the scheduled date for the closing of the travel lane.

Traffic Control Plan: Traffic control will be performed by the Contractor based upon the Traffic Control Special Provisions. The Traffic Control Special Provisions may refer to plan sheets for major work items or details, or both.


The Contractor shall maintain the traffic control as described herein unless the Contractor submits an alternate traffic control plan to the Engineer and it is approved by the Engineer. The Engineer may direct the Contractor to modify the traffic control if, in the Engineer’s opinion, traffic is not moving safely or efficiently.

Traffic Control Phasing for this project shall be in accordance with the Traffic Control Plans. The Contractor shall adhere rigidly to these plans. The standards are the minimum required. Additional signs, cones, drums, barricades and warning devices may be used, but at no time will less than what is specified on the plans or in the standards be acceptable.

Maintenance of Traffic: The Contractor shall maintain all travel lanes in accordance with the Traffic Control Plan sheets.

In areas of drop-offs and low shoulders, the Contractor shall backfill up to the edge and elevation of the existing pavement.

The Contractor will be required to maintain ingress and egress to all businesses and dwellings, and easy access to fire hydrants.

The Contractor shall provide adequate drainage under driveways and within the Project area for the duration of the Project.

The Contractor shall mark all hazards within the Project limits with well-maintained signs, barricades, warning and/or channelizing devices.
Traffic Control Devices: The Contractor shall furnish, install, operate, relocate, maintain and remove all temporary traffic control devices necessary for controlling traffic in accordance with the Traffic Control Plans and standards. The Contractor shall notify Engineer regarding conflicting permanent signs. All construction signs and barricades shall remain in place until the appropriate permanent signs and pavement markings are installed.

Equipment and Material Storage: During periods of construction inactivity, all construction materials and equipment shall be stored by the Contractor. The right-of-way or temporary project easement may be used for this purpose, but equipment and materials must be placed safely 10 or more feet away from any open travel lane. It is recommended that all construction equipment and materials be stored on private property, which is posted against trespassing. It is the responsibility of the organization performing the work to obtain the permission to use a property for this purpose.

Excavation and Trenches: Excavations and trenches that cannot be properly backfilled and patched prior to the end of the workday shall be secured.

2.0 MEASUREMENT

There will be no separate measurement made for Traffic Control.

3.0 PAYMENT

Traffic Control will be paid at the lump sum price for “Traffic Control”. This payment will be full compensation for all elements of work required to complete the Project as specified.

Partial payments will be made as follows:

- 25% of the lump sum price on the first partial payment estimate made after any work has been performed on the item of “Traffic Control”.
- 25% of the lump sum price on the first partial payment after work is 25% complete.
- 25% of the lump sum price on the first partial payment after work is 50% complete.
- 25% of the lump sum price on the first partial payment after work is 100% complete.

Payment will be made under:

TRAFFIC CONTROL............................................................................................................. LS
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

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

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

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(D) of the 2018 Standard Specifications.
STANDARD SPECIAL PROVISION

ERRATA
(10-16-18) (Rev.1-15-19) Z-4

Revise the 2018 Standard Specifications as follows:

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

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

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

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

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

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

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

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

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

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

Directional Drill (1)(1.25”) Linear Foot
STANDARD SPECIAL PROVISION

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:

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

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

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

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

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

Sericea Lespedeza
Oats (seeds)

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

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

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

Common or Sweet Sundangrass

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

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

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.
Centipede grass  Japanese Millet
Crownvetch  Reed Canary Grass
Pensacola Bahiagrass  Zoysia
Creeping Red Fescue

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

Barnyard Grass
Big Bluestem
Little Bluestem
Bristly Locust
Birdsfoot Trefoil
Indian grass
Orchard grass
Switchgrass
Yellow Blossom Sweet Clover
STANDARD SPECIAL PROVISION

PLANT AND PEST QUARANTINES
(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, Guava Root Knot Nematode, And Other Noxious Weeds)

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or https://www.ncagr.gov/plantindustry/Plant/quarantine/ to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

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

TITLE VI AND NONDISCRIMINATION:
(6-28-77)(Rev 6/19/2018) Z-6

Revise the 2018 Standard Specifications as follows:

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

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

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

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

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(a) Compliance with Regulations

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

(b) Nondiscrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
STANDARD SPECIAL PROVISION

MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS

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**

<table>
<thead>
<tr>
<th>Economic Areas</th>
<th>Area 023 29.7%</th>
<th>Area 026 33.5%</th>
<th>Area 029 15.7%</th>
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<td></td>
<td>Bertie County</td>
<td>Bladen County</td>
<td>Alexander County</td>
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<td>Camden County</td>
<td>Hoke County</td>
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<td>Chowan County</td>
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<td>Perquimans County</td>
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<td>Cleveland County</td>
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<td>Area 027 24.7%</td>
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<td>Iredell County</td>
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<td>Beaufort County</td>
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<td>Wilson County</td>
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<td>Area 028 15.5%</td>
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<td></td>
<td>Alleghany County</td>
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## SMSA Areas

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<td>1520</td>
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## Goals for Female Participation in Each Trade

(Statewide) 6.9%
II. 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 and in 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.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, continued suspension or refusal to make further payments, 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 Federal regulations and FHWA requirements.

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

5. 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.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding 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.

6. 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 supervision and to all work performed on the contract by piecework, station work, or by subcontract.

7. 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.

8. 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.

I. General

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

II. 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 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 supervision 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.
"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 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 a 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 qualified 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 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 wages as is necessary to provide 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 on the site of the work, all or a 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. The records which show the costs anticipated and the records which show the costs 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 be accurate and complete 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.
County: Cabarrus

(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) If any of the above certifications or the certification 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 journeymen's hourly rate) specified in the contract'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 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 disputing procedures 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).


V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

   a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees
from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts. By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

I-72
This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more — as defined in 2 CFR Parts 180 and 1200.

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

2. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**
   a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
      i. (1) Are not presently debarred, suspended, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
      ii. (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;
      iii. (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
      iv. (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 — as defined in 2 CFR Parts 180 and 1200)
   a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
   b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
   c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
   d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds.
and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.
MINIMUM WAGES
GENERAL DECISION NC190088 01/04/2019 NC88

Date: January 4, 2019
General Decision Number: NC190088 01/04/2019 NC88
Superseded General Decision Numbers: NC20180101
State: North Carolina
Construction Type: HIGHWAY

COUNTIES:

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<tr>
<th>County</th>
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<tbody>
<tr>
<td>Alamance</td>
<td>Forsyth</td>
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<td>Mecklenburg</td>
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<td>Davie</td>
<td>Orange</td>
<td>Yadkin</td>
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<tr>
<td>Durham</td>
<td>Person</td>
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</table>

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract for calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR.5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2) – (60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govContracts.

Modification Number 0 Publication Date 01/04/2019

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<td>Pipelayer</td>
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<td>Milling Machine</td>
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<td>Off-Road Hauler/Water Tanker</td>
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<td>Oilier/Greaser</td>
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<td>Paver Concrete</td>
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<td>Slip Form Machine</td>
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<td><strong>TRUCK DRIVER</strong></td>
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<td>GVWR of 26,000 Lbs or Less</td>
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<td>GVWR of 26,000 Lbs or Greater</td>
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Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:
   * an existing published wage determination
   * a survey underlying a wage determination
   * a Wage and Hour Division letter setting forth a position on a wage determination matter
   * a conformance (additional classification and rate) ruling

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.
3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

END OF GENERAL DECISION
FORMS/CERTIFICATIONS

LISTING OF DBE SUBCONTRACTORS
<table>
<thead>
<tr>
<th>Firm Name and Address</th>
<th>Item No.</th>
<th>Item Description</th>
<th>* Agreed upon Unit Price</th>
<th>** Dollar Volume of Item</th>
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<tbody>
<tr>
<td>Name</td>
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</tbody>
</table>

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

** Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price:

* If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.
* If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.
**LISTING OF DBE SUBCONTRACTORS**

<table>
<thead>
<tr>
<th>Firm Name and Address</th>
<th>Item No.</th>
<th>Item Description</th>
<th>* Agreed upon Unit Price</th>
<th>** Dollar Volume of Item</th>
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* 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.
EXECUTION OF BID

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

CORPORATION

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF PREQUALIFIED BIDDER

________________________________________
Full name of Corporation

________________________________________
Address as Prequalified

Attest  By
Secretary/Assistant Secretary  President/Vice President/Assistant Vice President
(Select appropriate title)  (Select appropriate title)

________________________________________
Print or type Signer’s name

________________________________________
Print or type Signer’s name

CORPORATE SEAL
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

PARTNERSHIP

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF PREQUALIFIED BIDDER

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NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

LIMITED LIABILITY COMPANY

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF PREQUALIFIED BIDDER

Full Name of Firm

Address as Prequalified

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

Print or Type Signer’s Name  Print or Type Signer’s Name
NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF PREQUALIFIED BIDDER

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

(1) ____________________________
Name of Joint Venture

(2) ____________________________
Name of Contractor

(3) ____________________________
Name of Contractor

(4) ____________________________
Name of Contractor

Address as Prequalified

Signature of Witness or Attest

BY

Signature of Contractor

Print or Type Signer’s Name

If Corporation, affix Corporate Seal

AND

Print or Type Signer’s Name

Address as Prequalified

Signature of Witness or Attest

BY

Signature of Contractor

Print or Type Signer’s Name

If Corporation, affix Corporate Seal

AND

Print or Type Signer’s Name

Address as Prequalified

Signature of Witness or Attest

BY

Signature of Contractor

Print or Type Signer’s Name

If Corporation, affix Corporate Seal

AND

Print or Type Signer’s Name
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF PREQUALIFIED BIDDER

Name of Prequalified Bidder

Trading and Doing Business As

Address as Prequalified

Signature of Witness

Signature of Prequalified Bidder, Individual

Print or Type Signer’s Name

Print or Type Signer’s Name
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF PREQUALIFIED BIDDER

Name of Prequalified Bidder

________________________________________________
Print or Type Name

________________________________________________
Address as Prequalified

________________________________________________
Signature of Prequalified Bidder, Individually

________________________________________________
Print or type Signer's Name

________________________________________________
Signature of Witness

________________________________________________
Print or type Signer’s name
DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.

2. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.

3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.

4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273) provided by the Department, without subsequent modification, in all lower tier covered transactions.

5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.

6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.
DEBARMENT CERTIFICATION

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and

d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

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

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

☐ Check here if an explanation is attached to this certification.
STATE OF NORTH CAROLINA  
City of Concord  

BID BOND  

Principal: ____________________________________________  
Name of Principal Contractor
Surety: ____________________________________________  
Name of Surety
Contract Number: ____________________________  
County: ____________________________
Date of Bid: ____________________________

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

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

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

This the _____ day of ______________________, 20 ______

______________________________  
Surety

By ________________________________  
General Agent or Attorney-in-Fact Signature

Seal of Surety  

______________________________  
Print or type Signer's Name
BID BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

______________________________
Full name of Corporation

______________________________
Address as prequalified

By ___________________________
Signature of President, Vice President, Assistant Vice President
Select appropriate title

______________________________
Print or type Signer's name

Affix Corporate Seal

Attest __________________________
Signature of Secretary, Assistant Secretary
Select appropriate title

______________________________
Print or type Signer's name
BID BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

____________________________________________________________________

Full name of Firm

____________________________________________________________________

Address as prequalified

Signature of Member/
Manager/Authorized Agent

____________________________________________________________________

Individually

____________________________________________________________________

Print or type Signer’s name
BID BOND

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Trading and doing business as

Signature of Contractor

Signature of Witness

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BID BOND

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

__________________________________________

Print or type Individual Name

__________________________________________

Address as prequalified

Signature of Contractor

__________________________________________

Individually

__________________________________________

Print or type Signer’s name

__________________________________________

Signature of Witness

__________________________________________

Print or type Signer’s name
BID BOND

PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

____________________________________
Full name of Partnership

____________________________________
Address as prequalified

By __________________________________
  Signature of Partner

____________________________________
Print or type Signer's name

____________________________________
Signature of Witness

____________________________________
Print or type Signer’s name
BID BOND
JOINT VENTURE (2 or 3)
SIGNATURE OF CONTRACTORS (Principal)

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

(1) Name of Joint Venture

(2) Name of Contractor

Address as prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name

If Corporation, affix Corporate Seal and

(3) Name of Contractor

Address as prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name

If Corporation, affix Corporate Seal and

(4) Name of Contractor (for 3 Joint Venture only)

Address as prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name

If Corporation, affix Corporate Seal
Cont
Date of Payment Bond Execution
Name of Principal Contractor
Name of Surety:
Name of Contracting Body:
Amount of Bond:
Contract ID No.:
County Name:

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

Affix Seal of Surety Company

Print or type Surety Company Name

By

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

Signature of Attorney-in-Fact

Signature of Witness

Print or type Signer’s name

Address of Attorney-in-Fact
CONTRACT PAYMENT BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

________________________________________
Full name of Corporation

________________________________________
Address as prequalified

By

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

________________________________________
Print or type Signer's name

Affix Corporate Seal

Attest

________________________________________
Signature of Secretary, Assistant Secretary
Select appropriate title

________________________________________
Print or type Signer's name
CONTRACT PAYMENT BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

________________________________________________________

Full name of Firm

________________________________________________________

Address as prequalified

By:

________________________________________________________

Signature of Member, Manager, Authorized Agent

Select appropriate title

________________________________________________________

Print or type Signer’s name
CONTRACT PAYMENT BOND

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

_________________________________________________________

Individual Name

Trading and doing business as

_________________________________________________________

Full name of Firm

_________________________________________________________

Address as prequalified

Signature of Contractor

_________________________________________________________

Individually

_________________________________________________________

Print or type Signer’s name

Signature of Witness

_________________________________________________________

Print or type Signer’s name
CONTRACT PAYMENT BOND

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Print or type Individual name

Address as prequalified

Signature of Contractor

Individually

Print or type Signer’s name

Signature of Witness

Print or type Signer’s name
CONTRACT PAYMENT BOND

PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

______________________________________________________________
Full name of Partnership

______________________________________________________________
Address as prequalified

By __________________________________________________________
Signature of Partner

______________________________________________________________
Print or type Signer's name

______________________________________________________________
Signature of Witness

______________________________________________________________
Print or type Signer’s name
CONTRACT PAYMENT BOND
JOINT VENTURE (2) or (3)
SIGNATURE OF CONTRACTORS (Principal)

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

(1) __________________________________________________________
Name of Joint Venture

(2) __________________________________________________________
Name of Contractor

___________________________________________________________
Address as prequalified

___________________________________________________________
Signature of Witness or Attest By ______________________________

___________________________________________________________
Print or type Signer's name ________________________________

If Corporation, affix Corporate Seal and

(3) __________________________________________________________
Name of Contractor

___________________________________________________________
Address as prequalified

___________________________________________________________
Signature of Witness or Attest By ______________________________

___________________________________________________________
Print or type Signer's name ________________________________

If Corporation, affix Corporate Seal and

(4) __________________________________________________________
Name of Contractor (for 3 Joint Venture only)

___________________________________________________________
Address as prequalified

___________________________________________________________
Signature of Witness or Attest By ______________________________

___________________________________________________________
Print or type Signer's name ________________________________

If Corporation, affix Corporate Seal

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CONTRACT PAYMENT BOND

Attach certified copy of Power of Attorney to this sheet
City of Concord

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: __________________________________________

Name of Principal Contractor: ________________________________________________

Name of Surety: _____________________________________________________________

Name of Contracting Body: ___________________________________________________

Amount of Bond: ___________________________________________________________

Contract ID No.: ____________________________________________________________

County Name: ______________________________________________________________

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

I-110
CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

________________________________________
Print or type Surety Company Name

By

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

________________________________________
Signature of Attorney-in-Fact

________________________________________
Signature of Witness

________________________________________
Print or type Signer’s name

________________________________________
Address of Attorney-in-Fact
CONTRACT PERFORMANCE BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

________________________________________________________________________

Full name of Corporation

________________________________________________________________________

Address as prequalified

By

Signature of President, Vice President, Assistant Vice President

Select appropriate title

________________________________________________________________________

Print or type Signer's name

Affix Corporate Seal

________________________________________________________________________

Attest

Signature of Secretary, Assistant Secretary

Select appropriate title

________________________________________________________________________

Print or type Signer's name
CONTRACT PERFORMANCE BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

____________________________________________________________________

Full name of Firm

____________________________________________________________________

Address as prequalified

____________________________________________________________________

By:

____________________________________________________________________

Signature of Member, Manager, Authorized Agent

Select appropriate title

____________________________________________________________________

Print or type Signer’s name
CONTRACT PERFORMANCE BOND

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

__________________________________________

Individual Name

Trading and doing business as

__________________________________________

Full name of Firm

__________________________________________

Address as prequalified

Signature of Contractor

__________________________________________

Individually

__________________________________________

Print or type Signer’s name

______________________________

Signature of Witness

______________________________

Print or type Signer’s name
CONTRACT PERFORMANCE BOND

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Print or type Individual name

Address as prequalified

Signature of Contractor

Individually

Print or type Signer’s name

Signature of Witness

Print or type Signer’s name
CONTRACT PERFORMANCE BOND

PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

________________________________________
Full name of Partnership

________________________________________
Address as prequalified

By ____________________________________
Signature of Partner

________________________________________
Print or type Signer's name

________________________________________
Signature of Witness

________________________________________
Print or type Signer’s name
### CONTRACT PERFORMANCE BOND
### JOINT VENTURE (2) OR (3)
### SIGNATURE OF CONTRACTORS (Principal)

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

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<td>Address as prequalified</td>
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<td>Name of Contractor (for 3 Joint Venture only)</td>
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<td></td>
<td>If Corporation, affix Corporate Seal</td>
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</tbody>
</table>
CONTRACT PERFORMANCE BOND

Attach certified copy of Power of Attorney to this sheet
BID FORM

Union Street South Sidewalk Extension
City Project # 2017-1047

THIS BID IS SUBMITTED TO:

Lloyd Payne, City Manager
c/o Sue Hyde, PE, Director of Engineering
City of Concord
P.O. Box 308
Concord, North Carolina 28026-0308

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents within the specified time and for the amount indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Invitation to Bid and the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. This Bid will remain subject to acceptance for 90 days after the day of bid opening.

3. In submitting this Bid, Bidder represents that:

   a. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

      No. ____________________  Dated__________________
      No. ____________________  Dated__________________
      No. ____________________  Dated__________________
      No. ____________________  Dated__________________
      No. ____________________  Dated__________________
      No. ____________________  Dated__________________

   b. Bidder has visited the site and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.

   c. Bidder is familiar with and has satisfied itself as to all Federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
d. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplementary Conditions and Special Conditions as provided in Section 102-7 of the General Requirements. Bidder accepts the determination set forth in the Supplementary Conditions and Special Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in Section 102-7 of the General Requirements. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

e. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

f. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

g. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
**UNIT PRICE SCHEDULE**

City Project # 2017-1047  
TIP #: EB-5903

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</table>
4. Communications concerning this Bid shall be sent to Bidder at the following address:

NAME:_____________________________________________________________

ADDRESS:________________________________________________________

P.O. BOX:_________________________________________________________

CITY:____________________ STATE:_______________________________

ZIP CODE:_______________________________________________________

5. The terms used in this Bid, which are defined in the General Conditions included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SIGNATURE OF BIDDER

Contractor's License Number ________________________________

License Expiration Date ________________________________

IN WITNESS WHEREOF, the City of Concord and the Contractor have caused this contract to be executed under seal by their respective duly authorized agents or officers.

CITY OF CONCORD: (Typed or Printed Legal Name of Contractor)

By: ________________________________ By: ________________________________

City Manager Signature of President/Vice President/Manager/Partner

ATTEST BY: Printed Name: ________________________________

Title: ________________________________

______________________________ ATTEST:

City Clerk Printed Name: ________________________________

SEAL Title: ________________________________

______________________________

City Clerk

SEAL

APPROVED AS TO FORM:

Printed Name: ________________________________

Title: ________________________________

______________________________

Attorney for the City of Concord

SEAL

APPROVAL BY CITY FINANCE OFFICER

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

______________________________

Signature

I-124