PROPOSAL FOR

FB # 2166

Meadowlark Drive
STIP # C-5620H
F.A. # CMAQ-0918(125)

Grading, Paving, Drainage, Curb and Gutter
Sidewalk and Retaining Walls

Bids Will Be Opened
At
11:00 AM, October 13, 2020

AT
THE FRONT DOOR ENTRANCE OF
CITY HALL BUILDING
101 NORTH MAIN STREET
WINSTON-SALEM, NORTH CAROLINA 27101
INSTRUCTIONS TO BIDDERS

1. DEFINITION OF TERMS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms used herein:

A. The term “Owner” means the City of Winston-Salem or the City/County Utility Commission, whichever is applicable to the Contract.

B. The term “Contract” means the executed agreement between the Owner and the successful bidder, all documents contained herein, and all other documents required by the Owner and/or law to execute said agreement.

C. The term “Contractor” means the individual or entity with whom Owner has entered into the Agreement.

D. The term “Engineer” means any person authorized to act on behalf of the Owner.

2. STANDARD SPECIFICATIONS

It is necessary from time to time to revise otherwise standard specifications. Therefore, it is to the interest of each and every bidder to carefully read the documents herein contained before submitting prices.

The most current editions of The North Carolina Department of Transportation Standard Specifications for Roads and Structures and The North Carolina Department of Transportation Roadway Standard Drawings will govern unless otherwise specified herein. Where appropriate to the contract, any references to the “State” or “Department” or “Board” or “Board of Transportation” shall be replaced by the “City of Winston-Salem”. Any references to the “Engineer” or “Resident Engineer” shall mean any person authorized to act on behalf of the Owner. Additionally, where appropriate to the contract, where any North Carolina Department of Transportation forms are required to be completed as part of this project, any references to “State” or “Department” or “Board” or “Board of Transportation” shall be replaced by the “City of Winston-Salem”, and any references to the “Engineer” or “Resident Engineer” shall mean any person authorized to act on behalf of the Owner. The NCDOT files can be viewed online at the following two websites:


The most current edition of The City of Winston-Salem Technical Specifications and Detail Drawings for Water Line and Sanitary Sewer Line Construction will govern all water and sanitary sewer construction and will replace Division 15 (Utility Construction) of the above-mentioned roadway specifications and drawings. The City’s files can be viewed online at:


The following bidding requirements, conditions, award and execution of contract provisions shall replace The North Carolina Department of Transportation Standard Specifications for Roads and Structures Sections 102 and 103 unless specific reference is made otherwise.

3. BIDDER’S QUALIFICATIONS FOR PROJECTS INVOLVING STATE AND FEDERAL FUNDS

Bidders are required to be prequalified with NCDOT for their specific discipline.

4. INTERPRETATION OF QUANTITIES IN PROPOSAL

The quantities appearing in the Proposal are approximations only and are to be used solely for the comparison of bids. Payment to the Contractor will be made in accordance with the contract.
When revisions in the plans are made by the Engineer that affect the quantities shown for lump sum items, adjustment in compensation may be made under the provisions of The North Carolina Department of Transportation Standard Specifications for Roads and Structures Articles 104-3 or 104-7.

5. EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT AND SITE OF WORK
The Contractor shall comply with The North Carolina Department of Transportation Standard Specifications for Roads and Structures Article 102-6.

6. SUBSURFACE INVESTIGATION REPORT
The Contractor shall refer to The North Carolina Department of Transportation Standard Specifications for Roads and Structures Article 102-7.

7. INTERPRETATION AND ADDENDA
No oral interpretation will be made to any bidder as to the meaning of the contract documents or any part thereof. Every request for such an interpretation shall be made in writing to the Engineer. Any inquiry received seven days (7) days or more prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of Addendum to the Contract Documents and, when issued, will be on file in the office of the Engineer, City/County Purchasing Department and the office of the City’s Project Engineer at least five days (5) before the bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the bidder’s responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract, and all bidders shall be bound by such Addenda, whether or not received by the bidders.

8. PREPARATION AND SUBMISSION OF BIDS
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 shall be grounds for rejection of the bid.

A. The itemized proposal form furnished with the proposal shall be used and shall not be altered in any manner. FOR STATE AND FEDERALLY FUNDED PROJECTS, DO NOT SEPARATE ANY FORMS FROM THE PROPOSAL!

B. All entries on the itemized proposal form shall be written in ink.

C. The total amount bid shall be written in the proper place on the itemized proposal form.

D. 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.

E. The bid shall be properly executed. All bids shall show the following information:
   1. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
   2. Name of individual or representative submitting bid and position or title.
   3. Name, signature, and position or title of witness.
   4. Federal Identification Number
   5. Contractor's License Number (If available)

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

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

H. 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.
9. BID GUARANTEE –REQUIRED
   A. Each proposal shall be accompanied by a cash deposit, a cashier’s check or a certified check on
      some bank or trust company insured by the Federal Deposit Insurance Corporation in an amount
      not less than five percent (5%) of the proposal; or in lieu thereof, a bidder may offer a bid bond
      executed by a corporate surety licensed under the laws of North Carolina to execute such bond;
      conditioned that the surety will upon demand forth with make payment to the oblige upon said
      bond if the bidder fails to execute the contract in accordance with the bid bond, and upon failure
      to forthwith make payment, the surety shall pay to the oblige an amount equal to the amount of
      said bond. The deposit shall be retained if the successful bidder fails to execute the contract within
      ten days (10) after notice of award or fails to give satisfactory surety required herein. **Bid
      Guaranties should be sealed in a separate envelope, marked as such, and attached to the
      envelope containing the bidder’s proposal.** Checks are to be made payable to the City of
      Winston-Salem. Facsimile bid bonds will not be accepted.

   B. A refund of any cash deposits, made by unsuccessful bidders, will be issued as soon as the bids
      have been awarded by the City of Winston-Salem, City/County Utility Commission and/or any
      concurring entities when applicable.

10. TIME FOR RECEIVING BIDS
    Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose
    duty it is to open them will decide when the specified time has arrived, and no bid thereafter will be
    considered.

11. ITEMS REQUIRED TO BE EXECUTED WITH THE BID (Formal Contracts)
    Failure to properly execute the following with the bid will be considered a non-responsive bid
    and the bid will not be considered:
    1. The required bid guarantee (preferably sealed in a separate envelope, marked as such, and
       attached to the envelope containing the bidder’s proposal)
    2. Bid Authorization page with notarized signature
    3. Non-Collusion Affidavit of Prime Bidder or Execution of Bid, Non-Collusion Affidavit,
       Debarment Certification and Gift Ban Certification (State and Federally funded projects only)
    4. Identification of Minority Business Participation (M/WBE) or Listing of DBE Subcontractors
    5. Affidavit “B” Intent to Perform Contract with Own Workforce (M/WBE only and when
       applicable)
    6. Affidavit "A", Listing of Good Faith Efforts (M/WBE only)
    7. Addendums (if applicable)
    
    **NOTE:** the Contractor may be asked elsewhere in this proposal to submit additional forms or
    information specific to this project with their bid. If such is requested by the City or its consultant,
    failure to submit such as noted will be construed as non-responsive and the bid will not be
    considered. Therefore, please review the entire proposal carefully.

12. RECEIPT AND OPENING OF BIDS
    Each Bid must be submitted in an opaque sealed envelope, plainly marked on the outside, addressed
    and delivered per the bid advertisement. If forwarded by mail, the sealed envelope containing the
    Bid should be enclosed in another envelope addressed to:
    City / County Purchasing Department
    101 North Main Street, Suite 324
    Winston-Salem, North Carolina 27101
Please label envelope-containing Bid as follows:

**Upper left hand corner**
Bidder's Name
NC General Contractor's License No.
Bidder's Address
Classification
Expiration Date

**Lower left hand corner**
Specific project name
Bid opening date and time of opening

Bids received prior to the advertised hour of opening will be securely kept sealed. The agent whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered. Mailed Bids will be treated in every respect as though filed in person and will be subject to the same requirements.

It is the Bidders responsibility to assure that the bid is received by the required deadline. If mail or delivery by other means is delayed beyond the date and hour set for the receipt of the bid, the proposals that are late will not be considered.

Bids received after the advertised hour of opening will be returned to the Bidder unopened. At the time and place fixed for the opening of Bids, the Owner will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

13. **WITHDRAWAL OF BIDS**

Bids may be withdrawn on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening. Bids may also be withdrawn after the public opening if an unintentional, substantial error is made by the contractor, and it can be proven that the error was arithmetic or an omission as opposed to judgment. The request to withdraw a bid must be made in writing to the Owner’s representative within seventy-two hours (72) after the opening of bids. Any bidder considering a withdrawal should acquaint himself with the provisions of North Carolina General Statute 143-129.1.

14. **MINIMUM NUMBER OF BIDS (FORMAL CONTRACTS ONLY)**

North Carolina General Statute 143-129 and 143-132 prohibits the awarding of a formal contract unless at least three (3) competitive bids are received from reputable and qualified contractors. Therefore, if fewer than three (3) such bids are received, they will not be opened but returned to the contractors; and the project may be re advertised.

Formal contract thresholds are as follows:
City funded projects: $300,000.00
State and Federal funded project: $500,000.00

15. **ALTERNATIVE BIDS**

No alternative bids will be considered unless alternative bids are specifically requested.

16. **CORRECTION OF BID ERRORS**

Correction of bid errors shall be per The North Carolina Department of Transportation Standard Specifications for Roads and Structures Article 103-2.

17. **AWARD OF CONTRACT; REJECTION OF BIDS**

A. The Owner reserves the right to hold bids for a period of ninety (90) days, unless specified otherwise in the advertisement for bids, after the bid opening before awarding the Contract for the purpose of reviewing the bids and investigating the qualifications of the Bidders.

B. The Owner intends to award a contract to the lowest responsive, responsible bidder, complying with the conditions of the bidding documents. The apparent winning bidder will be notified of
these intentions at the earliest possible date. The Owner, however, may at its sole discretion reject any or all bids submitted and to waive any informality in the bidding procedures. The Owner reserves the right to award a contract that is in the best interest of the City with NCDOT concurrence.

C. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

18. BID PROTEST PROCEDURE

Any party which is a prospective bidder, Offeror, or contractor that may be aggrieved by the solicitation must submit a written protest within five (5) calendar days prior to the opening of the Request for Bid, Request for Proposal.

Any party which is an actual bidder, Offeror, or contractor that may be aggrieved by the award of a contract, must submit a written protest within five (5) calendar days of City transmitting via fax or email the announcement of intent to award.

The protest must be addressed to the Purchasing Director, City of Winston-Salem, PO Box 2511, Winston-Salem, NC 27102 and must include all the following information:

1. Name, address, telephone number, facsimile number and e-mail of the protester.
2. Signature of the protester or authorized agent.
3. The bid name and number.
4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
5. Any supporting exhibits, evidence, or documents to substantiate any claims.
6. All information establishing that the protester is an interested party for the purpose of filing a protest.
7. The form of relief requested

After careful consideration of all relevant information, and consultation with the City Attorney, the Purchasing Director shall make a written decision.

A decision of the Purchasing Director may be appealed to the City Manager or appropriate Governing Board, depending on the type of bid. An appeal must be in writing and be delivered to the City Manager, 101 North Main Street, Winston-Salem, N.C. 27102, within seven (7) calendar days of the date of the Purchasing Director faxed or emailed decision.

Any and all costs incurred by a protesting party in connection with a protest shall be the sole responsibility of the protesting party.

19. EXECUTION OF AGREEMENT

The successful Bidder will be required to execute a Construction Contract herein included by reference within ten days (10) days after award and presentation of contract documents. The successful bidder(s) shall execute and deliver to the Owner in such number of copies as the Owner may require. The failure of the successful bidder to execute such agreement within ten (10) days after award, or within such extended period as the Owner may grant, shall constitute a default; and the Owner may either award the contract to the next lowest responsible bidder or re advertise for bids. If the successful bidder fails to execute the contract the Owner shall retain the bid guarantee as outlined in these instructions.

20. PERFORMANCE AND PAYMENT BOND - REQUIRED FOR AWARDS OVER $90,000.

A. Having satisfied all conditions of the award set forth elsewhere in these documents, the successful bidder(s) shall furnish, within ten (10) days after award, the following:
1. A Performance Bond in the amount of one hundred percent (100%) of the Construction Contract amount, conditioned upon the faithful performance of the Contract in accordance with the plans, specifications and conditions of the Contract. Such bond shall be solely for the protection of the contracting body which awarded the Contract.

2. A Payment Bond in the amount of one hundred percent (100%) of the Construction Contract amount, conditioned upon the prompt payment for all labor or materials for which a Contractor or Subcontractor is liable. The Payment Bond shall be solely for the protection of the persons furnishing materials or performing labor for which a Contractor or Subcontractor is liable.

   B. Such bond shall be in the same form as that indicated in the contract documents and shall bear the same date subsequent to that of the agreement. The current Power of Attorney for the person who signs for any surety shall be attached to such bond. This bond shall be signed by a guarantor or surety company licensed to do business in the State of North Carolina and the agent MUST be a North Carolina resident.

   The failure of the successful bidder to supply the required bonds within ten (10) days after award, or within such extended period as the Owner may grant, shall constitute a default; and the Owner may either award the contract to the next lowest responsible bidder or re-advertise for bids. If the successful bidder fails to provide satisfactory surety, the Owner shall retain the bid guarantee as outlined in these instructions.

21. INSURANCE REQUIREMENTS

   The successful bidder will be required to show proof of insurance as outlined in the General Insurance Requirements below. The City of Winston-Salem or the City/County Utility Commission must be named as additional insured. Work shall not begin until this provision has been satisfied and a Purchase Order issued.

   In addition to the aforementioned insurance requirements, for projects with State and Federal funding, the Contractor shall comply with Article 107-15 of the The North Carolina Department of Transportation Standard Specifications for Roads and Structures including the dollar limits set forth.

22. DBE PROGRAM

   Compliance with the Department of Transportation’s DBE program is required on this contract. Please refer to the Special Instructions to Bidders section contained in the Proposal.

23. MATERIALS

   The name of a certain brand, make, manufacturer or definite specification is to denote the quality standard of the article desired and not to restrict competitive bidding. It is set forth and conveyed to prospective bidders the general style, type, character and quality of the article desired. Bidders, however, may submit to the Engineer evidence that proposed substitutions are fully up to standards specified and obtain his approval before placing orders.

24. ERRORS, OMISSIONS, AND DEVIATIONS

   The Contractor is responsible for all errors, omissions, and deviations from the Contract requirements.

25. WAGES AND SALARIES

   (Federal Labor Standards Provisions)

   This information will only be provided when a wage determination has been requested. (i.e., when Davis Bacon Act governs the work to be performed)

26. OSHA COMPLIANCE PLAN/ POLICY

   Contractor hereby acknowledges that it has reviewed and agrees to abide by the City’s “Safety and Environmental Requirements for Contractors” located on the City’s website www.cityofws.org and
Contractor will be required to submit a copy of the company’s current written OSHA Compliance Plan/policy within 48 hours of request. No field work shall take place until the plan has been submitted and reviewed by the City Safety Officer.

27. FAMILIARITY WITH LAWS

It is assumed that the bidders are familiar with local, state and federal laws, rules, ordinances, and regulations that may in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way effect the conduct of the work. No plea for misunderstanding or ignorance on the part of the contractor will in any way serve to modify the provisions of the contract.

It is the expectation of the City that the Contractor will comply, and the Contractor agrees to comply, with all applicable federal immigration laws in its hiring and contracting practices relating to services covered by this contract involving City funds.

The Contractor agrees that in carrying out the contract he will comply with all applicable, federal, state and local laws, specifically including, without limitations, the Occupational Safety and Health Act of 1970 and Section 1324A, The Immigration Reform and Control Act.

28. PROJECT EXPEDITER-MULTI PRIME ONLY

Pursuant to North Carolina General Statute the Owner will assign the responsibility of expediting the work and preparation of the project schedule to the General Contractor. In executing this responsibility the expediter may recommend to the Engineer whether payment to a contractor should be approved. In preparing the project schedule, the expediter shall allow all prime contractors and their subcontractors equal input into the preparation of the initial schedule including all updates.

29. TAXES

FEDERAL:

The City of Winston-Salem and Forsyth County are exempt from and will not pay Federal Excise or Transportation taxes.

STATE:

Applicable North Carolina Sales and Use Taxes shall not be shown on bids but shall be added to invoices as a separate item.

30. NORTH CAROLINA SALES TAX

The Owner may apply for a refund of all sales and/or use taxes paid in North Carolina by the Contractor on purchases of items which are annexed to, affixed to, or in some manner become a part of any building or structure being erected, altered or repaired under Contract with the Owner; and these taxes shall not be included in the bid amounts or the Contract sum. The Owner may not apply for a refund of sales and/or use taxes paid in North Carolina by the Contractor on purchases of materials which do not become a part of any building or structure being erected, altered or repaired under Contract with the Owner. The Contractor shall include and pay all other taxes imposed by governmental authorities which are applicable to the work.

The Contractor will be reimbursed for applicable sales and/or use taxes he has paid in North Carolina (which the Owner may apply for a refund - see first paragraph of this section) on each monthly estimate, provided he bills them separately. Examples of items on which sales or use tax have been paid by the Contractor and for which the Contractor will not be reimbursed by the Owner are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment repair parts and equipment rentals, blueprints, etc. The Contractor shall complete a "Certificate for
In addition, the Contractor shall attach invoices (or copies of invoices) from his vendors covering sales tax claimed. The "Certificate for North Carolina Sales Tax" form must include all sales and or use taxes paid by the Contractor and any of his Subcontractors (i.e., all sales tax eligible for reimbursement). **The Contractor shall apply for sales tax reimbursement with each monthly estimate, and within sixty (60) days of the date the item was purchased.** The Contractor willfully forfeits reimbursement if submittal is not made within allotted time. The Contractor is not eligible for any reimbursement of sales tax after final payment is made.

31. CONTRACT TIME

It is the intent of these specifications that the Contractor shall commence work on the Date of Availability specified in the Project Special Provisions and/or Proposal or as soon thereafter as practicable. The Contractor shall not begin work prior to the Date of Availability without written approval of the Engineer. If such approval is given and the Contractor does begin work prior to Date of Availability, the Owner will assume no responsibility for any delays caused prior to Date of Availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date. The Date of Availability will typically be four weeks after the Contract is awarded. This four (4) week time period allows the Contractor ten (10) days to execute and return the required documents and bonds to the Owner. This time period also allows two weeks for the Owner to issue a purchase order. The Contractor will not begin work until a purchase order is issued. If the purchase order is issued after the Date of Availability, a time extension will be granted based on the actual date on the purchase order. Should the Contractor take more than ten (10) days to return the properly completed documents and bonds, the issuance of a purchase order may be delayed. The Contractor will not be given a time extension to the Contract for failure to return the required documents and bonds to the Owner within the ten (10) day time period. The Contractor will complete the work by the completion date specified in the Project Special Provisions and/or Proposal.

32. ETHICS POLICY / CODE OF CONDUCT

The City of Winston-Salem has establish guidelines for ethical standards of conduct for City representatives and to provide guidance in determining what conduct is appropriate in particular cases. City representatives should maintain high standards of personal integrity, truthfulness, honesty, and fairness in carrying out public duties; avoid any improprieties in their roles as public servants including the appearance of impropriety; and never use their position or power for improper personal gain. In establishing an ethics policy, the City of Winston-Salem desires to protect the public against decisions that are affected by undue influence, conflicts of interest, or any other violation of these policies as well as promote and strengthen the confidence of the public in their governing body. For a complete review of the City Policy click the following link. https://www.cityofws.org/820/Procurement-Guidelines

33. E-VERIFY

**Per N.C.G.S. 143-133.3 “E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the CONTRACTOR utilizes a subcontractor, the CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.”**

34. STIMULATION OF THE LOCAL ECONOMY

In an effort to stimulate the local economy, foster development and promote efficiency in the provision of city services and the completion of various city projects, the City of Winston-Salem has undertaken an initiative to strongly encourage all parties contracting with the City of Winston-Salem to evaluate their internal operations and hiring practices and, where appropriate, to initiate efforts to
stimulate the local economy by hiring applicants and contractors from the Winston-Salem/Forsyth County Area and by utilizing minority and women contractors and service providers. Such efforts to stimulate the local economy may be accomplished by posting job vacancies with the North Carolina Employment Security Commission, the Piedmont Triad Regional Council of Governments, and the Winston-Salem Urban League; and utilizing the State of North Carolina Office for Historically Underutilized Business database (https://www.ips.state.nc.us/vendor/searchvendor.aspx?t=h) or other local resources such as the City of Winston-Salem M/WBE Program to identify Winston-Salem/Forsyth County based contractors and subcontractors. Stimulation of the local economy requires a collaborative effort of both the public and private sector. The city is committed to taking reasonable steps to achieve said goal.

35. PAYMENTS TO SUBCONTRACTORS

Chapter 2, Section 2-3 Related to Disqualification of Bidders - Based upon concerns about the non-payment of subcontractors and efforts to hold contractors accountable for paying subcontractors in a timely manner, the City’s Ordinance related to the disqualification of bidders has been amended to allow the City to remove a bidder from the bidders’ list for future city construction and repair contracts for failure to make, on more than one occasion with the same or a different subcontractor and on the same or a different City project, timely payments to subcontractors without a reasonable basis, as determined by the city, for such payment failure. The contractor has an opportunity to appeal the City Manager’s removal decision to City Council. If said decision is not appealed or an appeal is not timely filed, the decision becomes final. The period of removal shall not exceed three years. The current ordinance provides a requalification process which the contractor may pursue upon expiration of the removal period.

36. WORKFORCE DEMOGRAPHICS

The apparent lowest, responsive, responsible bidder will be asked to complete Exhibit “A” form (included in this document) and submit to the City. This exhibit, which identifies the workforce demographics for the business location providing the product or services to the City, is for information only to reflect generally the company's efforts to achieve diversity in the workplace in compliance with the applicable equal employment opportunity laws; however, this information is not dispositive of such and may not be used as the basis for awarding or rejecting a bid contract.

37. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Contractor hereby certifies that it is not on the North Carolina State Treasurer’s list of companies engaged in a boycott of Israel in violation of NCGS 147-86.80 et. seq. and that it will not utilize on this agreement any subcontractor on said list.”

38. EQUAL EMPLOYMENT OPPORTUNITY / ADA

The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, political affiliation, gender, age or disability. The contractor shall comply with all applicable laws and regulations regarding the American with Disabilities Act (www.ADA.gov) as amended from time to time and all rules and regulations promulgated thereunder and other laws and regulations pertaining to equal employment. The Contractor hereby agrees to indemnify the Owner from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or rules and regulations promulgated thereunder. The Contractor agrees to act affirmatively in its employment and promotion practices, and in the general treatment of its employees.

39. RIGHT TO AUDIT

To confirm compliance with the terms of this Agreement, the City's M/WBE program, local, state, and federal laws and regulations, the City may, at all reasonable times upon reasonable prior notice
during usual business hours, inspect, audit and examine for a period up to five (5) years after completion of the service or project detailed in this Agreement, all accounts and books of Contractor and, where necessary, make copies of the Contractor’s documents necessary to determine compliance. Such right may be exercised through any agent or employee of City or by independent certified public accountants designated by the City. The Contractor shall permit the aforementioned inspection, audit and examination, and where necessary, the City to make copies of documents verifying compliance as indicated herein.

40. PUBLIC HEALTH & SAFETY

To protect public health, including the health of city employees, and to slow the rate of transmission of COVID-19, all vendors, contractors and service providers, including their employees, officers, agents and subcontractors, conducting business with the City of Winston-Salem (collectively hereinafter “City Contractors”) must align their operations, employment and safety practices with the guidance and recommendations of the CDC and OSHA relating to COVID-19 and the executive orders issued by Governor Roy Cooper, until further notice. All City Contractors must implement, adhere to, and enforce measures that require, amongst other things, frequent hand washing, the use of hand sanitizer, social distancing and the wearing of contractor-provided PPE including, but not limited to, face masks and gloves, recommended by the CDC, OSHA, the State of North Carolina or the City of Winston-Salem, by all of their employees and subcontractors accessing city owned or leased property. Until further notice, all City Contractors must refrain from accessing city owned or leased property without the aforementioned PPE and must refrain from accessing city owned or leased property if exhibiting any symptoms associated with COVID-19. Failure to adhere to the requirements set forth herein may result in the removal of a City Contractor from city owned or leased property and the City’s exercise of the appropriate contract suspension or termination provisions.
A. The Contractor shall, during the continuance of all work under the Contract, provide the following:
   1. Workers' Compensation Insurance as required by the North Carolina General Statutes.

   2. Commercial General Liability to protect the Contractor against any and all injuries to third parties, including personal injury and property damages, resulting from any negligent action, omission or operation by the Contractor or in connection with the services described herein. The insurance shall also include, coverage for explosion, collapse, and underground hazards, where required. This insurance shall provide bodily injury and property damage limits of not less than $3,000,000 for each occurrence, respectively and $5,000,000.00 for an annual aggregate and shall provide at least $5,000 in Medical Expenses (Med Pay) coverage.

   3. Maintain Owned, non-owned, and hired Automobile Liability insurance, including property damage insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor in furtherance of these services. In addition, all mobile equipment used by the Contractor in connection with the contract work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. This insurance shall provide bodily injury and property damages limits of not less than $1,000,000 combined single limit/each accident.

   4. If this Agreement is for a design, engineering or consulting Service, maintain Professional Liability insurance of at least $3,000,000.00 per incident.

B. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall submit the certificate with its executed contract. The City of Winston-Salem shall be named as an additional insured in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the City of Winston-Salem may possess.

C. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to the City of Winston-Salem on demand. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of the Contract.

D. The Contractor will provide on demand certificate copies of all insurance coverage on behalf of the Contract within ten days of demand by the City of Winston-Salem. These certified copies shall be sent to the City of Winston-Salem from the Contractor's insurance agent or representative.

E. The Contractor shall furnish the City of Winston-Salem thirty days written notice of any changes or cancellation of the policy. The failure of the contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Risk Manager, City of Winston-Salem.

F. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the Contract Term, the City of Winston-Salem shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the City of Winston-Salem for the entire additional cost of procuring the uncompleted portion of the contract at time of termination.
G. Contractual and other Liability insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the City of Winston-Salem from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

H. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City of Winston-Salem. The Contractor shall be as fully responsible to the City of Winston-Salem for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

I. Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

J. The Contractor and all subcontractors and sub-subcontractors agrees to comply with the State of North Carolina Occupational/Safety and Health Act and the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
SPECIAL INSTRUCTIONS TO BIDDERS

DISADVANTAGED BUSINESS ENTERPRISE (LOCAL GOVERNMENT AGENCIES):

Description

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

Definitions

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

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

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

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

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

Goal Confirmation Letter - Written documentation from the City of Winston-Salem 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

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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/](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](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](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](http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip)

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

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

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

*Subcontractor Quote Comparison Sheet* - Spreadsheet for showing all subcontractor quotes in the work areas where DBEs quoted on the project. This sheet is submitted with good faith effort packages. [http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls](http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls)
DBE Goal

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

Disadvantaged Business Enterprises 7%

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

(B) If the DBE goal is zero, the Contractor shall make an effort to recruit and use DBEs during the performance of the contract. Any DBE participation obtained shall be reported to the City of Winston-Salem.

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. The City of Winston-Salem 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 W/MBE Coordinator 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 W/MBE Coordinator 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 W/MBE Coordinator 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 W/MBE Coordinator no later than 10:00 a.m. on the next official state business day.

**Submission of Good Faith Effort**

If the bidder fails to meet or exceed the DBE goal, the apparent lowest responsive bidder shall submit to the City of Winston-Salem documentation of adequate good faith efforts made to reach the DBE goal.

One complete set of this information shall be received in the office of the W/MBE Coordinator 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 W/MBE Coordinator no later than 10:00 a.m. on the next official state business day.

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

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

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

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

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

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

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

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

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

(D) (1) Negotiating in good faith with interested DBEs. It is the bidder’s responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for
subsection contracting; 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, the City of Winston-Salem may take into account the following:

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

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

(3) The performance of other bidders in meeting the DBE goal. For example, when the apparent successful bidder fails to meet the DBE goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the DBE goal, but meets or exceeds the average DBE participation obtained by other bidders, the City of Winston-Salem may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.
If the City of Winston-Salem does not award the contract to the apparent lowest responsive bidder, the City of Winston-Salem reserves the right to award the contract to the next lowest responsive bidder that can satisfy to the City of Winston-Salem 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 W/MBE Coordinator 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 W/MBE Coordinator. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

**Counting DBE Participation Toward Meeting DBE Goal**

(A) Participation

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

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

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

(F) Manufacturers and Regular Dealers

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

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

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

**Commercially Useful Function**

(A) DBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the City of Winston-Salem 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 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 W/MBE Coordinator 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 Winston-Salem 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 Winston-Salem’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 Winston-Salem, the City of Winston-Salem 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 Winston-Salem 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 W/MBE Coordinator (see A herein for required documentation).

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

Changes in the Work

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

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

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

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

Reports and Documentation

A SAF (Subcontract Approval Form) shall be submitted for all work which is to be performed by a DBE subcontractor. The City of Winston-Salem 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 W/MBE Coordinator 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 W/MBE Coordinator 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 W/MBE Coordinator 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 W/MBE Coordinator 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.
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<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:
* 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>
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<tr>
<th>Firm Name and Address</th>
<th>Item No.</th>
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<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.
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

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.

Name of MBE/ WBE/ DBE Subcontractor_____________________________________________
Name of Bidder_________________________________________________________________
Signature / Title_________________________________________________________________
Signature / Title_________________________________________________________________
Date_________________________________________________________________________
Date_________________________________________________________________________
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:

Bid Bonds (M-5):
https://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/t/04%20Bid%20Bonds.doc

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

Performance Bonds (M-7):
https://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/t/06%20Performance%20Bonds.doc

G. **Liability Insurance** – In addition to any insurance requirements as may be required by the LGA, the Contractor is obligated to comply with Article 107-15 of the Standard Specifications including the dollar limits set forth.
H. **Buy America** – This project shall be governed by the Buy America requirements, for the use of domestic steel and iron products, as outlined in the *Standard Specifications*.

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 “Owner’s Representative”.
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 “Engineer”.
17. Article 108-4, Construction Conferences, page 1-69, line 28, change “Resident Engineer” to “Engineer”.
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.”
PROJECT SPECIAL PROVISIONS - GENERAL

CONTRACT TIME AND LIQUIDATED DAMAGES:
(7-1-95) (Rev. 12-18-07) 108 SP1 G10 A

The date of availability for this contract is __January 4, 2021__.  
The completion date for this contract is __May 19, 2023__.  

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 **One Thousand Dollars ($1,000)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:
(2-20-07) 108 SP1 G14 C (REV)

Due to COVID-19, Meadowlark Middle and Elementary Schools are currently closed. The day and time restrictions below will not apply until students return to on-campus learning. A modification to the day and time restrictions noted below may be necessary based upon future decisions regarding in-person learning made by the School Board of Education.

The Contractor shall not close or restrict traffic on **Meadowlark Drive** to less than two lanes during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

Monday through Friday
6:55 AM to 8:50 AM &
1:30 PM to 3:20 PM
(on a scheduled school day)

The time of availability for this intermediate contract time will be the time the Contractor begins to install one-lane, two-way traffic control devices required for the lane closures according to the time restrictions stated herein.

The completion time for this intermediate contract time will be the time the Contractor is required to complete the removal of one-lane, two-way traffic control devices required for the lane closures according to the time restrictions stated herein and restore traffic to the existing traffic pattern.

The liquidated damages are **Five Hundred Dollars ($500.00)** per hour. Partial hours will be rounded up to the next whole hour.

**DBE Goals:**

DBE 7%

Failure to achieve these goals, or make a good faith effort to do so, may result in serious consequences up to and including disqualification from bidding for future construction contracts.
WORK HOURS:
All work is to be performed during normal City hours (7:30 A.M. to 4:30 P.M.). Written requests to work outside of normal City hours, weekends, or holidays observed by the City must be approved by the Engineer. Any holidays or special occasions that the Contractor is requested not to work will extend the Contract completion date by the same amount.

PRIOR TO BEGINNING WORK:
The Contractor shall notify the City Inspector at least 3 business days before the planned start of work. Any work performed prior to notifying the Inspector is subject to rejection by the City.

CONTROL OF WORK:
Page 1-44, Article 105-2 Plans and Working Drawings, add the following after line 19 on page 1-45:

The Contractor shall review for compliance with the Contract Documents, approve and submit to the Engineer, five (5) copies of all working drawings required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work. The Contractor shall stamp each working drawing. The stamp shall include the Contract name or number, the Contractor's signature and the date of signing. The stamp shall state whether the working drawings (1) comply with the Contract Documents or (2) deviate from the Contract Documents as indicated. Working Drawings and other submittals not stamped, dated and signed shall be returned to the Contractor for resubmittal. By submitting working drawings, the Contractor represents to the Engineer that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of working drawings until the respective submittal has been approved by the Engineer.

The Engineer will review and approve, or take other appropriate action upon, the Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall allow 56 calendar days for the initial review of working drawings and any necessary shoring. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's approval of working drawings unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal and (1) the Engineer has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in working drawings by the Engineer's approval thereof. The Contractor shall direct specific attention, in writing or on resubmitted working drawings, to revisions other than those requested by the Engineer on previous submittals. In the absence of such written notice, the Engineer's approval of a resubmission shall not apply to such revisions.
CITY STREET CLOSINGS:
A written notice from the Contractor to the Engineer 48 hours in advance will be needed for the closing of a City street. The name of the street, the limits of closure, the date of closing and the period of time of closure should be in this notice. After the approval of the Engineer, the notice will be directed to the City Department of Transportation for their study and approval. In the actual closing, the Contractor will furnish and place all the proper barricades, warning signs and all detour signs for rerouting traffic. The City will notify all proper authorities affected by the closing. The Contractor will not be directly compensated for any work or measures necessary to close a street, as this work will be considered incidental to the work covered by the various Contract items.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION’S WORK ZONE TRAFFIC CONTROL QUALIFICATION AND TRAINING PROGRAM:
The Contractor shall be certified to meet the North Carolina Department of Transportation’s Work Zone Traffic Control Qualification and Training Program when the project requires that the Contractor work within NCDOT Right of Way. Proof of certification will be required before work will be allowed to begin.

EXISTING SUBSURFACE UTILITIES AND STRUCTURES:
Approximate locations of existing underground utilities, based on the information available, are shown on the Engineer’s drawings. The Owner does not guarantee the accuracy or completeness of underground utility locations shown on the Engineer’s drawings. Any damages incurred to existing utilities are the responsibility of the Contractor and shall be repaired by the appropriate utility to original or better condition at no additional cost to the Owner.

The Contractor shall be responsible for anticipating and locating underground utilities and obstructions. When construction appears to be in close proximity to existing utilities, the trench(es) shall be opened a sufficient distance ahead of the work or test pits made to verify the exact locations and inverts of the utility to allow for changes in line and grade.

Any existing underground utility uncovered by the Contractor that may be in conflict with the project, shall be located by the surveyor responsible for construction stakeout. The surveyor shall use the project’s datum to obtain the location and elevation of the exposed utility. This shall include existing underground lines exposed in advance of operations, as well as any unmarked lines uncovered by the Contractor during construction.

MAINTAINING WATER AND SEWER SERVICE:
The Contractor, regardless of the method used, will be responsible for maintaining water and sewer service to existing dwellings and businesses throughout construction to the maximum extent practical.

Water:

The City shall be notified a minimum of 5 working days prior to any water main shutdown. Prior to a water main shutdown, the Contractor shall be fully prepared to perform the work in the most expedient manner possible. The Contractor shall have all necessary fittings, pipe, tools, and accessories available onsite to perform the work. If, in the opinion of the City’s Inspector, the Contractor is not prepared to perform the work, a shutdown shall not be performed. This condition shall not be cause for claim of damages or additional compensation by the Contractor.

In certain situations, the City may dictate scheduling of water main shutdowns so as not to impose unnecessary shutdowns during specific periods to existing customers. As a result, shutdowns may be required outside of normal working hours or on weekends.
The City may require the Contractor to submit a plan for the shut-down for approval. If required, the plan shall be submitted a minimum of 3 working days prior to the shutdown. The plan shall indicate all fittings and dimensions of any pieces to be installed to complete the work causing the shutdown. The plan shall indicate the estimated time out of service, requested time for the shutdown, general description of how the work will be performed, required equipment and the number of employees expected to perform the work.

**Sewer:**

If a sewer overflow occurs, the result of any action or inaction of the Contractor shall be mitigated by the Contractor to the satisfaction of the Owner and regulatory agencies at the Contractor’s expense. The Contractor shall pay all fines imposed on the Owner associated with overflows caused by the Contractor’s work. Any work or necessary provisions made to maintain sewer service (including but not limited to bypass pumping etc.) shall be paid for under various contract items.

**MAINTAINING IRRIGATION SYSTEMS:**

The Contractor’s attention is directed to the fact that some of the neighborhoods and properties have irrigation systems for watering the neighborhood entrance landscaping and lawns. The Contractor should attempt to avoid damaging the irrigation systems by contacting the owners about the location and layout of irrigation lines and sprinkler heads. Cut off and plug all irrigation lines within the typical section or in conflict with construction. The cost for this work will be considered incidental to the work covered by the various contract items.

**COOPERATION BETWEEN CONTRACTORS:**

The Contractor’s attention is directed to Article 105-7 of the 2018 Standard Specifications.

The City of Winston-Salem proposes to engage a separate contract for the traffic signal work associated with this project. Traffic signal work will occur within the project limits.

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

**THE CROSSINGS AT BROOKBERRY:**

The Contractor’s attention is directed to construction currently under way on Parcel 7B. The work in this contract is to seamlessly match the work currently taking place on Parcel 7B. Adjustments including but not limited to grading, drainage, paving, and sidewalk may be necessary.

A 30-foot wide temporary construction easement, as shown on the plans, has been obtained in order to tie into the work on Parcel 7B.

**CONSTRUCTION SURVEYING:**

The Contractor shall provide all construction layout, surveying, stakeout, supplemental surveying and engineering necessary for the proper control of construction operations in accordance with the most current version of the NCDOT’s Manual for Construction Layout. Construction surveying shall be in accordance with NCDOT Standard Specifications for Roads and Structures, Section 801.
Subsurface information is available on the roadway portion of this project only. The subsurface report can be viewed at: https://www.cityofws.org/607/Meadowlark-Drive-Construction

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 Winston-Salem. 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 Winston-Salem, 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 Winston-Salem’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 Winston-Salem 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 Winston-Salem 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.

PAYMENTS TO CONTRACTOR:

The Engineer will once a month make an approximate estimate in writing of the work completed and materials on hand. If the final payment amount for any project exceeds the original purchase order amount by more than $100,000, then the Owner may delay payment for up to 60 days in order to obtain governing board approval.

Such monthly estimates shall be paid only when the work is progressing in accordance with the terms of the Contract and when the amount of such monthly estimate shall exceed One Thousand Dollars ($1,000.00). Such monthly estimates shall be at all times be construed simply as partial payments upon the final amount which may be due upon final completion of the work and neither an actual overpayment through error, at any state of the work nor the total or partial destruction of the work from any cause at any time shall relieve the Contractor or its surety from their obligations to fully complete the work in accordance with the Contract.

FINAL PAYMENT:

Whenever in the opinion of the Engineer the work proposed shall have been completely performed on the part of the Contractor and after the final acceptance of the work, the Engineer will proceed with all reasonable diligence to make out the final estimate and final payment, excepting therefrom such sum or sums as may be lawfully retained under any of the provisions of the Contract. The Contractor hereby further agrees that it shall not be entitled to demand or receive payment on partial or final estimates, except in the manner set forth.
in the Contract. The Contractor further agrees to procure full releases of all claims from all persons who have furnished materials or labor for the work. Prior to final payment, the Contractor will be required to submit the Contractor’s Affidavit, Release and Waiver of Claims form as shown at the end of this proposal and any other required affidavits or forms required in this contract (such as M/WBE or DBE reporting forms, Consent of Surety to make final payment, payroll forms, or other contract specific forms). Contractor should refer to Subarticles 109-9 and 109-10. The payment of the final amount due the Contractor shall release the Owner from any and all claims or liabilities on account of the work performed and the materials furnished upon the work.
CLEARING AND GRUBBING - METHOD II:
(9-17-02) (Rev.8-18-15)
200

Perform clearing on this project to the limits established by Method “II” shown on Standard Drawing No. 200.02 of the 2018 Roadway Standard Drawings. Conventional clearing methods may be used except where permit drawings or conditions have been included in the proposal which require certain areas to be cleared by hand methods.

DEMOLITION OF BUILDINGS AND APPURTENANCES:
(1-1-02) (Rev. 1-17-12)
210

Demolish the buildings and appurtenances listed below in accordance with Section 210 of the 2018 Standard Specifications:

<table>
<thead>
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<th>Building Removal 1</th>
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<tbody>
<tr>
<td>L Sta. 153+30 Right</td>
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<tr>
<td>Parcel #30</td>
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<tr>
<td>Wooden and block building</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Building Removal 2</th>
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</thead>
<tbody>
<tr>
<td>L Sta. 155+55 Right</td>
</tr>
<tr>
<td>Parcel #30</td>
</tr>
<tr>
<td>Wooden building</td>
</tr>
</tbody>
</table>

LUMP SUM GRADING:
(8-17-10)
226

Lump sum grading shall be performed in accordance with Section 226 Comprehensive Grading of the 2018 Standard Specifications except as follows:

Delete all references to Section 250, Removal of Existing Asphalt Pavement.

All fences extending into the right-of-way and construction easements shall be severed at the easement line or as directed by the Engineer unless otherwise indicated on the plans.

UNDERCUT EXCAVATION:
Undercut Excavation shall be in accordance with NCDOT Standard Specifications for Roads and Structures Section 226, with the following clarification:

The independent testing lab will specify the materials to be used in backfilling areas identified for undercutting. When the independent testing lab requires undercut to be backfilled with select granular material, the second sentence of the sixth paragraph of Article 226-3 will not apply, as payment for the backfill will be made as described in Article 265-4 and these special provisions.

TEMPORARY PAVEMENT:
Construct temporary pavement required on this project in accordance with the typical sections in the plans or as directed.
After the temporary pavement has served its purpose, remove the portions deemed unsuitable for use as a permanent part of the project as directed by the Engineer.

Payment for the construction of temporary pavement will be made at the contract unit prices for the various items involved. Pavement that is removed will be measured and paid at the contract unit price per square yard for *Removal of Existing Pavement*.

**PROOF ROLLING:**

Page 2-29, Article 260-4 MEASUREMENT AND PAYMENT, replace the first paragraph with the following:

Proof rolling shall be paid for under various contract items.

**SELECT GRANULAR MATERIAL:**

Select granular material shall be in accordance with *NCDOT Standard Specifications for Roads and Structures Section 265*, with the following modification:

An independent testing lab will specify the materials and construction method for select granular material.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Select Material, Class III</td>
<td>Ton</td>
</tr>
<tr>
<td>Select Material, Class IV</td>
<td>Ton</td>
</tr>
<tr>
<td>Surge Stone</td>
<td>Ton</td>
</tr>
</tbody>
</table>

**HIGH STRENGTH GEOTEXTILE:**

The Contractor shall supply and install an NCDOT approved geosynthetic which has the following minimum characteristics in accordance with ASTM D6637, Method B:

- Ultimate Tensile strength = 1,200 lb/ft
- Tensile strength @ 2% = 400 lb/ft
- Tensile strength @ 5% = 900 lb/ft

**Measurement and Payment**

*High-Strength Geotextile* will be measured and paid in square yards. Geotextiles will be measured along the ground surface as the square yards of exposed geotextiles before placing backfill material. No measurement will be made for overlapping geotextiles. The contract unit price for *High-Strength Geotextile* will be full compensation for providing, transporting and installing geotextiles, fastening or anchoring geotextiles.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Strength Geotextile</td>
<td>Square Yard</td>
</tr>
</tbody>
</table>
PIPE INSTALLATION:
Construction shall be in accordance with NCDOT Standard Specifications for Roads and Structures Section 300, with the following addition:

Page 3-2, Article 300-5, Invert Elevations, add the following:

Test holes were obtained to aide in the design of the drainage system to avoid conflicts with existing underground utilities. The test hole locations, and elevation data obtained, are shown on the plans. The Contractor may utilize this data and shall obtain additional test holes as necessary prior to beginning installation of any drainage pipe. The Contractor shall note that the inverts on the pipe summary sheets are subject to change based on the test hole results. All cross drains and other sections of drainage which are critical in determining the depth of the overall drainage system shall be installed prior to laying parallel pipe or pipe beneath the curb. The Contractor will not be compensated for relaying any drainage pipe, or adjusting or replacing any drainage structures resulting from failure to install cross drains and other critical sections of drainage first.

The test hole report can be viewed at: https://www.cityofws.org/607/Meadowlark-Drive-Construction

FLARED END SECTION:
Furnish and install drainage pipe flared end sections as shown on the plans.

___” Flared end section will be measured and paid for as the actual number of each incorporated into the completed and accepted work.

FLOWABLE FILL:

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>This work consists of all work necessary to place flowable fill in accordance with these provisions, the plans, and as directed.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refer to Division 10 of the 2018 Standard Specifications.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flowable Fill</td>
<td>1000-6</td>
</tr>
</tbody>
</table>

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

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

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flowable Fill</td>
<td>Cubic Yard</td>
</tr>
</tbody>
</table>

**FINE GRADING SUBGRADE, SHOULDERS AND DITCHES:**

Construction shall be in accordance with NCDOT *Standard Specifications for Roads and Structures* Section 500, with the following clarification:

All subgrade areas under existing or proposed pavement, curb and gutter, sidewalk, and roadway shoulders shall be compacted to at least 95% of the maximum dry density as determined by AASHTO T99 and the NCDOT. The final 12” of subgrade under paved areas and under curb and gutter shall be compacted to 100%. Density tests by an independent testing lab are to be made as directed by the City Inspector at the Owner’s expense. The subgrade shall be proof rolled (min. 25 tons) and witnessed by the Inspector prior to placement of stone or asphalt base. Cut slopes shall be proof rolled and witnessed by the Inspector prior to seeding and mulching. The proof roll shall provide a non-yielding surface (pumping, rutting, saturated soil, etc. are unacceptable).

**PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:**

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the 2018 *Standard Specifications*.

The base price index for asphalt binder for plant mix is $408.21 per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on September 1, 2020.
Revise the 2018 Standard Specifications as follows:

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

<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”**.
### Table 610-3
#### Mix Design Criteria

<table>
<thead>
<tr>
<th>Mix Type</th>
<th>Design ESALs millions</th>
<th>Binder PG Grade</th>
<th>Compaction Levels</th>
<th>Max. Rut Depth (mm)</th>
<th>Volumetric Properties</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Gmm @ Nini Ndes</td>
<td></td>
<td>VMA</td>
</tr>
<tr>
<td>S4.75A</td>
<td>&lt; 1</td>
<td>64 - 22</td>
<td>6 50</td>
<td>11.5</td>
<td>16.0</td>
</tr>
<tr>
<td>S9.5B</td>
<td>0 - 3</td>
<td>64 - 22</td>
<td>6 50</td>
<td>9.5</td>
<td>16.0</td>
</tr>
<tr>
<td>S9.5C</td>
<td>3 - 30</td>
<td>64 - 22</td>
<td>7 65</td>
<td>6.5</td>
<td>15.5</td>
</tr>
<tr>
<td>S9.5D</td>
<td>&gt; 30</td>
<td>76 - 22</td>
<td>8 100</td>
<td>4.5</td>
<td>15.5</td>
</tr>
<tr>
<td>I19.0C</td>
<td>ALL</td>
<td>64 - 22</td>
<td>7 65</td>
<td>-</td>
<td>13.5</td>
</tr>
<tr>
<td>B25.0C</td>
<td>ALL</td>
<td>64 - 22</td>
<td>7 65</td>
<td>-</td>
<td>12.5</td>
</tr>
<tr>
<td><strong>Design Parameter</strong></td>
<td><strong>Design Criteria</strong></td>
<td></td>
<td></td>
<td></td>
<td>0.6 - 1.4</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 (P_{0.075} / P_{be}) for Type S4.75A is 1.0 - 2.0.

**D.** NCDOT-T-283 (No Freeze-Thaw cycle required).

**E.** TSR for Type S4.75A & B25.0C mixes is 80% minimum.

### Table 610-5
#### Binder Grade Requirements (Based on RBR%)

<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 64-22A</td>
<td>PG 64-22</td>
<td>PG 58-28</td>
</tr>
<tr>
<td>S9.5D, OGFC</td>
<td>PG 76-22B</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.

### Table 610-6
#### Placement Temperatures for Asphalt

<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 A</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>
<thead>
<tr>
<th>TABLE 610-7</th>
</tr>
</thead>
<tbody>
<tr>
<td>DENSITY REQUIREMENTS</td>
</tr>
<tr>
<td>Mix Type</td>
</tr>
<tr>
<td>S4.75A</td>
</tr>
<tr>
<td>S9.5B</td>
</tr>
<tr>
<td>S9.5C, S9.5D, I19.0C, B25.0C</td>
</tr>
</tbody>
</table>

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

Page 6-24, 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>
<thead>
<tr>
<th>Mix Type</th>
<th>Coarse Aggregate Angularity 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>ASTM D5821</td>
<td>AASHTO T 304</td>
<td>AASHTO T 176</td>
<td>ASTM D4791</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>

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

INCIDENTALS:
All concrete work covered in Division 8 – Incidentals shall consist of a minimum of Class A (3000 psi). Class B (2500 psi) shall not be used. All expansion joints for concrete to be sealed with silicone or polyurethane per NCDOT specifications. Hot applied joint sealer shall not be used. Color must be gray or a color that matches the concrete (not black).

DRIVEWAYS:
Language is included within the easements and/or right-of-way documents for the project to allow the Contractor to perform work outside of the proposed right-of-way or temporary construction easements to reconnect existing driveways to Meadowlark Drive. In all cases, the driveway gradients shall comply with the NCDOT Roadway Standard Drawings.
HIGH STRENGTH CONCRETE FOR DRIVEWAYS:
(11-21-00) (Rev. 1-17-12) 848 SP10 R02

Use high early strength concrete for all driveways shown in the plans and as directed by the Engineer. Provide high early strength concrete that meets the requirements of Article 1000-5 of the 2018 Standard Specifications.

Measurement and payment will be in accordance with Section 848 of the 2018 Standard Specifications.

CONCRETE MULTI-USE PATH RAMPS:
Furnish and install concrete multi-use path ramps in accordance with the details in the plans.

Concrete Multi-use Path Ramps will be measured and paid in units of each incorporated into the completed and accepted work.

EXTEND EXISTING ROOF DRAIN:
The Contractor shall extend existing roof drains to the nearest catch basin or inlet using PVC or other approved materials as shown on the plans, or as directed by the Engineer. When a catch basin is not available, roof drains shall be extended to the curb utilizing a sidewalk flume as directed by the Engineer. Sidewalk Flumes shall not be used in place of an expansion joint. Handle flume components to protect finish coating from any scuffs, abrasions or other damage. Minor damage to finish shall be repaired in accordance with manufacturer’s instructions and as approved by the Engineer. Excessive damage, as determined by the Engineer, will be cause for rejection.

Sidewalk Flumes shall be manufactured per the detail shown in the plans and per the approved shop drawings. A curb opening shall be provided per said detail.

Measurement and Payment
Extend Existing Roof Drain shall be measured and paid in linear feet of pipe installed. The work necessary to tie the pipe to a catch basin or inlet shall be considered incidental to the work covered in this section.

Sidewalk Flumes shall be measured and paid in linear feet, installed and accepted in place, along the surface of the checkered top plate. Such price shall include, but is not limited to, construction and sealing joints and all incidentals necessary to complete this work.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extend Existing Roof Drain</td>
<td>Linear foot</td>
</tr>
<tr>
<td>Sidewalk Flumes</td>
<td>Linear foot</td>
</tr>
</tbody>
</table>

ADJUSTMENT OF MANHOLES, METER BOXES, AND VALVE BOXES:
(7-1-95) (Rev. 8-21-12) 858 SP8 R97R

The Contractor's attention is directed to Article 858-3 of the 2018 Standard Specifications. Cast iron or steel fittings will not be permitted for the adjustment of manholes, meter boxes, and valve boxes on this project.

RIP RAP:
Rip rap shall be in accordance with NCDOT Standard Specifications for Roads and Structures Section 876, with the following clarification:
The contract unit price bid for *Rip Rap, Class ___* shall be full compensation for plain rip rap and geotextile for drainage. No measurement or payment for Geotextile for Drainage will be made.

**SIGNAL MODIFICATIONS:**
Any signal modifications will be handled by others. The Contractor shall notify the Inspector a minimum of two weeks prior to placing the final asphalt surface course to allow time to install/reinstall any necessary traffic loops.

**SIGNING:**
The Contractor shall move any existing street signs, markers, and route markers as necessary within the construction limits of the project and install the street signs and markers and route markers so that they will be visible to the traveling public.

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

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

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

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

**PAVEMENT MARKINGS**
Prior to applying thermo-plastic pavement markings and symbols, the Contractor shall pre-mark all lines and symbols. The Inspector shall contact the Winston-Salem Department of Transportation to have the lines and symbols approved before installation. Any final symbols/markings installed prior to review by both WSDOT and the project Engineer that are subsequently removed and replaced shall not be paid for.

**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 ≥ 45%, and x,y shall fall within PR#1 chart chromaticity limits.
REVISED 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>
</tr>
</thead>
<tbody>
<tr>
<td>MINIMUM THICKNESS REQUIREMENTS FOR THERMOPLASTIC</td>
</tr>
<tr>
<td>Thickness</td>
</tr>
<tr>
<td>240 mils</td>
</tr>
<tr>
<td>90 mils</td>
</tr>
</tbody>
</table>

SAFETY FENCE:

Description

Safety Fence shall consist of furnishing materials, installing and maintaining polyethylene or polypropylene fence along the outside riparian buffer, wetland, or water boundary, or other locations shown on the plans or as directed by the Engineer. The fence shall be installed prior to any land disturbing activities.

Materials

(A) Safety Fencing

Polyethylene or polypropylene fence shall be a highly visible preconstructed safety fence approved by the Engineer. The fence material shall have an ultraviolet coating.

Either wood posts or steel posts may be used. Wood posts shall be hardwood with a wedge or pencil tip at one end, and shall be at least 5 ft. in length with a minimum nominal 2” x 2” cross section. Steel posts shall be at least 5 ft. in length, and have a minimum weight of 0.85 lb/ft of length.

Construction Methods

No additional clearing and grubbing is anticipated for the installation of this fence. The fence shall be erected to conform to the general contour of the ground.

(A) Safety Fencing
Posts shall be set at a maximum spacing of 10 ft., maintained in a vertical position and hand set or set with a post driver. Posts shall be installed a minimum of 2 ft. into the ground. If hand set, all backfill material shall be thoroughly tamped. Wood posts may be sharpened to a dull point if power driven. Posts damaged by power driving shall be removed and replaced prior to final acceptance. The tops of all wood posts shall be cut at a 30-degree angle. The wood posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected.

The fence geotextile shall be attached to the wood posts with one 2" galvanized wire staple across each cable or to the steel posts with wire or other acceptable means.

Place construction stakes to establish the location of the safety fence in accordance with Article 105-9 or Article 801-1 of the Standard Specifications. No direct pay will be made for the staking of the safety fence. All stakeouts for safety fence shall be considered incidental to the work being paid for as “Construction Surveying”, except that where there is no pay item for construction surveying, all safety fence stakeout will be performed by state forces.

The Contractor shall be required to maintain the safety fence in a satisfactory condition for the duration of the project as determined by the Engineer.

Measurement and Payment

Safety Fence will be measured and paid as the actual number of linear feet of polyethylene or polypropylene fence installed in place and accepted. Such payment will be full compensation including but not limited to furnishing and installing fence geotextile with necessary posts and post bracing, staples, tie wires, tools, equipment and incidentals necessary to complete this work.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety Fence</td>
<td>Linear Foot</td>
</tr>
</tbody>
</table>

EROSION CONTROL

The Contractor shall install erosion control measures as shown on the plans or as directed by the Engineer. The materials and installation shall conform to the latest NCDEQ Erosion and Sediment Control Planning and Design Manual (which replace Division 16 of NCDOT Standard Specifications for Roads and Structures), the details drawings included in the plans, and the Project Special Provisions.

Payment for erosion control shall be included under the following bid items. The Contractor shall refer to the location specified for clarification of work to be included in each pay item. All erosion control devices shall be removed prior to final payment being made to the Contractor unless directed otherwise by the Engineer.
<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matting for Erosion Control (see detail drawings)</td>
<td>Square Yard</td>
</tr>
<tr>
<td>Temporary Silt Fence (see detail drawings)</td>
<td>Linear Foot</td>
</tr>
<tr>
<td>Coir Fiber Wattle (see detail drawing)</td>
<td>Each</td>
</tr>
<tr>
<td>Stone Outlet (see detail drawings)</td>
<td>Each</td>
</tr>
<tr>
<td>Silt Fence Wattle Break (see detail drawings)</td>
<td>Each</td>
</tr>
<tr>
<td>Pipe Inlet Protection (see detail drawings)</td>
<td>Each</td>
</tr>
<tr>
<td>Inlet Protection (see detail drawing)</td>
<td>Each</td>
</tr>
<tr>
<td>Sediment Control Bag (see detail drawings)</td>
<td>Each</td>
</tr>
<tr>
<td>Seeding and Mulching (Temporary and Permanent) (see special provisions)</td>
<td>Acre</td>
</tr>
<tr>
<td>Mowing (see special provision)</td>
<td>Acre</td>
</tr>
<tr>
<td>Specialized Hand Mowing (see special provision)</td>
<td>Man Hour</td>
</tr>
</tbody>
</table>

**SEEDING AND MULCHING (TEMPORARY AND PERMANENT):**
Temporary mulching and temporary seeding shall be in accordance with NCDOT *Standard Specifications for Roads and Structures* Sections 1615 and 1620 with the following exception:

Payment for work covered under these sections shall be made at the contract unit price bid for:

Seeding and Mulching (Temporary and Permanent) Acre

Seeding and mulching shall be in accordance with NCDOT *Standard Specifications for Roads and Structures* Section 1660 with the following exception:

Payment for work covered under this section (excluding mowing) shall be made at the contract unit price bid for:

Seeding and Mulching (Temporary and Permanent) Acre

When seeding and mulching has been damaged and the Contractor has fully complied with the specifications, the Contractor shall be paid at the unit price for “Seeding and Mulching (Temporary and Permanent)” to repair the areas of damage. As an exception to the above, the Contractor shall repair, at his cost, any damage which is due to his carelessness or neglect.

The Contractor shall use the seeding specifications shown in *The City of Winston-Salem Technical Specifications and Detail Drawings for Water Line and Sanitary Sewer Line Construction.*

**MOWING**
Mowing shall be in accordance with NCDOT *Standard Specifications for Roads and Structures* Section 1660.

**SPECIALIZED HAND MOWING:**
Specialized hand mowing shall be in accordance with NCDOT *Standard Specifications for Roads and Structures* Section 1667.
CONCRETE WASHOUT STRUCTURE:
(01-03-19)

Description

Concrete washout structures are enclosures above or below grade to contain concrete waste water and associated concrete mix from washing out ready-mix trucks, drums, pumps, or other equipment. Concrete washouts must collect and retain all the concrete washout water and solids, so that this material does not migrate to surface waters or into the ground water. These enclosures are not intended for concrete waste not associated with wash out operations.

The concrete washout structure may include constructed devices above or below ground and or commercially available devices designed specifically to capture concrete wash water.

Materials

<table>
<thead>
<tr>
<th>Item</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temporary Silt Fence</td>
<td>1605</td>
</tr>
</tbody>
</table>

Safety Fence shall meet the specifications as provided elsewhere in this contract.

Geomembrane basin liner shall meet the following minimum physical properties for low permeability; it shall consist of a polypropylene or polyethylene 10 mil think geomembrane. If the minimum setback dimensions can be achieved the liner is not required. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

Construction Methods

Build an enclosed earthen berm or excavate to form an enclosure in accordance with the details and as directed.

Install temporary silt fence around the perimeter of the enclosure in accordance with the details and as directed if structure is not located in an area where existing erosion and sedimentation control devices are capable to containing any loss of sediment.

Post a sign with the words “Concrete Washout” in close proximity of the concrete washout area, so it is clearly visible to site personnel. Install safety fence as directed for visibility to construction traffic.

The construction details for the above grade and below grade concrete washout structures can be found on the following web page link:

https://connect.ncdot.gov/resources/roadside/SoilWaterDocuments/ConcreteWashoutStructuredetail.pdf

Alternate details for accommodating concrete washout may be submitted for review and approval.

The alternate details shall include the method used to retain and dispose of the concrete waste water within the project limits and in accordance with the minimum setback requirements. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)
Maintenance and Removal

Maintain the concrete washout structure(s) to provide adequate holding capacity plus a minimum freeboard of 12 inches. Remove and dispose of hardened concrete and return the structure to a functional condition after reaching 75% capacity.

Inspect concrete washout structures for damage and maintain for effectiveness.

Remove the concrete washout structures and sign upon project completion. Grade the earth material to match the existing contours and permanently seed and mulch area.

Measurement and Payment

*Concrete Washout Structure* will be paid for per each enclosure installed in accordance with the details. If alternate details are approved then those details will also be paid for per each approved and installed device.

*Temporary Silt Fence* will be measured and paid for in accordance with Article 1605-5 of the *Standard Specifications*.

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

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete Washout Structure</td>
<td>Each</td>
</tr>
</tbody>
</table>
PROJECT SPECIAL PROVISIONS - UTILITIES BY OTHERS

General:

The following utility companies have facilities that will be in conflict with the construction of this project:

A) Duke Energy – Power (Distribution)
B) Charter Communications (Time Warner Cable) – Communications
C) Windstream Communications – Communications
D) Piedmont Natural Gas – Gas (Distribution)
E) City of Winston-Salem Department of Transportation – Communications
F) Winston-Salem/Forsyth County Utility Commission – Water (Distribution)

All utility work, excluding F, will be done by the utility owners. All utilities are shown on the plans from the best available information.

The Contractor’s attention is directed to Article 105-8 of the 2018 Standard Specifications.

Utilities Requiring Adjustment:

Utility relocations done by Duke Energy are shown on the Utilities by Others Plans.

1) Duke Energy – Power (Distribution) has installed new utility poles within the project limits and has relocated their aerial line to the new poles.
   Contact person for Duke Energy is Mr. Patrick Sizemore at 336-917-2522.

2) Charter Communications (Time Warner Cable) – Communications has relocated their aerial cables onto Duke Energy’s new utility poles within the project limits.
   Contact person for Charter Communications is Mr. Mike Westgard at 336-217-3458.

3) Windstream Communications – Communications will install new utility poles within the project limits and will be relocating their aerial lines to the new poles in addition to installing aerial cables on Duke Energy’s new utility poles within the project limits. Relocation schedule is currently unknown.
   Contact person for Windstream Communications is Mr. Andy Moore at 704-319-1343.

4) Piedmont Natural Gas – Gas (Distribution) will be relocating sections of their 8” steel high-pressure and 2” PVC gas mains in conflict with the proposed work. Relocation schedule is currently unknown.
   Contact person for Piedmont Natural Gas is Mr. David Robertson at 336-726-7769.

5) City of Winston-Salem Department of Transportation – Communications will relocate their fiber optic communication cables to Duke Energy’s new utility poles within the project limits. The tentative schedule indicates the work will be completed before the end of 2020.
   Contact person for City of Winston-Salem Department of Transportation is Mr. Jason Toney at 336-748-3228.
PROJECT SPECIAL PROVISIONS

FEDERAL

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.

USE OF UNMANNED AIRCRAFT SYSTEM (UAS):
(8-20-19) SP01 G092

The Contractor shall adhere to all Federal, State and Local regulations and guidelines for the use of Unmanned Aircraft Systems (UAS). This includes but is not limited to US 14 CFR Part 107 Small UAS Rule, NC GS 15A-300.2 Regulation of launch and recovery sites, NC GS 63-95 Training required for the operation of unmanned aircraft systems, NC GS 63-96 Permit required for commercial operation of unmanned aircraft system, and NCDOT UAS Policy. The required operator certifications include possessing a current Federal Aviation Administration (FAA) Remote Pilot Certificate, a NC UAS Operator Permit as well as operating a UAS registered with the FAA.
Prior to beginning operations, the Contractor shall complete the NCDOT UAS – Flight Operation Approval Form and submit it to the Engineer for approval. All UAS operations shall be approved by the Engineer prior to beginning the operations.

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

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

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:
(11-22-94) 108-5 SP1 G100

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

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

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

CARGO PREFERENCE ACT:
(2-16-16)

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

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

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

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

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

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

(1-16-07) (Rev 4-01-19)  105-16, 225-2, 16  SP1 G180

**General**

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

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

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

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

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

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

**Roles and Responsibilities**

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

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

2. Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references NCG010000, General Permit to Discharge Stormwater under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:
(a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.

(b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days and within 24 hours after a rainfall event of 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, available at 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.
REVISION TO FHWA-1273 CONCERNING TAP-FUNDED PROJECTS:
(10-15-13) SP1 G190

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

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

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

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS:
(5-20-08) Z-2

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

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

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

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>
</tr>
</thead>
<tbody>
<tr>
<td>Blessed Thistle</td>
<td>4 seeds</td>
<td>Cornflower (Ragged Robin)</td>
<td>27 seeds</td>
</tr>
<tr>
<td>Cocklebur</td>
<td>4 seeds</td>
<td>Texas Panicum</td>
<td>27 seeds</td>
</tr>
<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>
<td></td>
<td></td>
</tr>
</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.

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

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 5% inert matter; maximum 144 restricted noxious weed seed per pound.
Barnyard Grass
Big Bluestem
Little Bluestem
Bristly Locust
Birdsfoot Trefoil
Indiangrass
Orchardgrass
Switchgrass
Yellow Blossom Sweet Clover

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

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

**PLANT AND PEST QUARANTINES**

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

(3-18-03) (Rev. 5-21-19)

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**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/quaran/table2.htm](https://www.ncagr.gov/plantindustry/Plant/quaran/table2.htm) 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.

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

Revise the 2018 Standard Specifications as follows:

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

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

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

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

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

(a) Compliance with Regulations

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

(b) Nondiscrimination

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

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

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

(d) Information and Reports

The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance:

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

(i) Withholding payments to the contractor under the contract until the contractor complies; and/or

(ii) Cancelling, terminating, or suspending a contract, in whole or in part.

(f) Incorporation of Provisions

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

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

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

(a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT’s
Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:

1. Post NCDOT’s Notice of Nondiscrimination and the Contractor’s own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.

2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.

3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:

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

4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.

5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.

6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.

(b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))

(c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))

(d) The Contractor is responsible for notifying subcontractors of NCDOT’s External Discrimination Complaints Process.

1. Applicability
Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.

2. Eligibility

Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.

3. Time Limits and Filing Options

Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:

(i) The date of the alleged act of discrimination; or
(ii) The date when the person(s) became aware of the alleged discrimination; or
(iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Title VI and related discrimination complaints may be submitted to the following entities:

- North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
- Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
- US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

4. Format for Complaints

Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant’s name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.

5. Discrimination Complaint Form

Contact NCDOT Civil Rights to receive a full copy of the Discrimination Complaint Form and procedures.

6. Complaint Basis

Allegations must be based on issues involving race, color, national origin (LEP), sex, age, disability, or religion (in the context of employment, aviation or transit). “Basis” refers to the complainant’s membership in a protected group category.
### TABLE 103-1
**COMPLAINT BASIS**

<table>
<thead>
<tr>
<th>Protected Categories</th>
<th>Definition</th>
<th>Examples</th>
<th>Applicable Nondiscrimination Authorities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Race and Ethnicity</td>
<td>An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group</td>
<td>Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White</td>
<td>Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. (Executive Order 13166)</td>
</tr>
<tr>
<td>Color</td>
<td>Color of skin, including shade of skin within a racial group</td>
<td>Black, White, brown, yellow, etc.</td>
<td></td>
</tr>
<tr>
<td>National Origin (Limited English Proficiency)</td>
<td>Place of birth. Citizenship is not a factor. (Discrimination based on language or a person’s accent is also covered)</td>
<td>Mexican, Cuban, Japanese, Vietnamese, Chinese</td>
<td></td>
</tr>
<tr>
<td>Disability</td>
<td>Physical or mental impairment, permanent or temporary, or perceived.</td>
<td>Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic</td>
<td>Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990</td>
</tr>
<tr>
<td>Religion (in the context of employment)</td>
<td>An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. <strong>Note:</strong> Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.</td>
<td>Muslim, Christian, Sikh, Hindu, etc.</td>
<td>Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. (49 U.S.C. 5332(b); 49 U.S.C. 47123)</td>
</tr>
</tbody>
</table>

**(3) Pertinent Nondiscrimination Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:
• Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

• Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);


• The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

• Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

(g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

(h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

(i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

(j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

(k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

(l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).
(4) Additional Title VI Assurances

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

(a) Clauses for Deeds Transferring United States Property (1050.2A, Appendix B)

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.

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

(HABENDUM CLAUSE)

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

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

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

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

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

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
   
   (i.) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will thereupon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

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

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

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(b):
1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the NCDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *

3. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

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

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

**Economic Areas**

<table>
<thead>
<tr>
<th>Area</th>
<th>Percentage</th>
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</thead>
<tbody>
<tr>
<td>Area 023</td>
<td>29.7%</td>
</tr>
<tr>
<td>Area 024</td>
<td>31.7%</td>
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<td>Area 025</td>
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<td>Area 028</td>
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<tr>
<td>Area 029</td>
<td>15.7%</td>
</tr>
<tr>
<td>Area 030</td>
<td>6.3%</td>
</tr>
</tbody>
</table>

**Counties**

- **Area 023 (29.7%)**
  - Bertie County
  - Camden County
  - Chowan County
  - Gates County
  - Hertford County
  - Pasquotank County
  - Perquimans County

- **Area 026 (33.5%)**
  - Bladen County
  - Hoke County
  - Richmond County
  - Robeson County
  - Sampson County
  - Scotland County

- **Area 029 (15.7%)**
  - Alexander County
  - Anson County
  - Burke County
  - Cabarrus County
  - Caldwell County
  - Catawba County
  - Cleveland County
  - Iredell County
  - Lincoln County
  - Polk County
  - Rowan County
  - Rutherford County
  - Stanly County

- **Area 027 (24.7%)**
  - Chatham County
  - Franklin County
  - Granville County
  - Harnett County
  - Johnston County
  - Lee County
  - Person County
  - Vance County
  - Warren County

- **Area 028 (15.5%)**
  - Alleghany County
  - Ashe County
  - Caswell County
  - Davie County
  - Montgomery County
  - Moore County
  - Rockingham County
  - Surry County
  - Watauga County
  - Wilkes County

- **Area 024 (31.7%)**
  - Beaufort County
  - Carteret County
  - Craven County
  - Dare County
  - Edgecombe County
  - Green County
  - Halifax County
  - Hyde County
  - Jones County
  - Lenoir County
  - Martin County
  - Nash County
  - Northampton County
  - Pamlico County
  - Pitt County
  - Tyrrell County
  - Washington County
  - Wayne County
  - Wilson County

- **Area 025 (23.5%)**
  - Columbus County
  - Duplin County
  - Onslow County
  - Pender County

- **Area 0480 (8.5%)**
  - Buncombe County
  - Madison County

- **Area 030 (6.3%)**
  - Avery County
  - Cherokee County
  - Clay County
  - Graham County
  - Haywood County
  - Henderson County
  - Jackson County
  - McDowell County
  - Macon County
  - Mitchell County
  - Swain County
  - Transylvania County
  - Yancey County
### SMSA Areas

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<th>Area</th>
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<tr>
<td></td>
<td></td>
<td>Mecklenburg County</td>
</tr>
<tr>
<td>1520</td>
<td>18.3%</td>
<td>Union County</td>
</tr>
</tbody>
</table>

### Goals for Female Participation in Each Trade

(Statewide)  6.9%

**REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS**

**ATTACHMENTS**

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

I. GENERAL

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

   The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.
Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower-tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontractors.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
   a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
   b. The contractor will accept as its operating policy the following statement:
      "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
   a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
   b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
   c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
   d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
   e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
   a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of
potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 146(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, 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:
I. 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 or 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 or 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 other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof) of the types described in section 1(b)(2)(B) of the Davis-Bacon Act, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL). Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman 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 rate which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debearment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debearment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
   a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
      (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
      (2) the prime contractor remains responsible for the quality of the work of the leased employees;
      (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
      (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
   b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for 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 its determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:
   a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
   b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. Failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
   c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
   d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
   e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contract). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
   f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
   g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.
   h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
   i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
   j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:
   a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
      (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
      (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
      (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
      (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:
   (Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
   a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
   b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
   c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
   d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
   e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
   f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.
   g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, declared 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.epol.gov/), which is compiled by the General Services Administration.
   h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
   i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, declared ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal
loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ON-THE-JOB TRAINING
(10-16-07) (Rev. 4-21-15)

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

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

- Proposed training classifications are reasonable and realistic based on the job skill classification needs, and
- The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

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

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

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

Records and Reports

The Contractor shall maintain enrollment, monthly and completion reports documenting company compliance under these contract documents. These documents and any other information as requested shall be submitted to the OJT Program Manager.
Upon completion and graduation of the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

**Trainee Interviews**

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

**Trainee Wages**

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

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

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

**Achieving or Failing to Meet Training Goals**

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

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

**Measurement and Payment**

No compensation will be made for providing required training in accordance with these contract documents.
STANDARD SPECIAL PROVISION
MINIMUM WAGES
GENERAL DECISION NC20200088 01/03/2020 NC88

Date: January 3, 2020
General Decision Number: NC20200088 01/03/2020 NC88
Superseded General Decision Numbers: NC20190088
State: North Carolina
Construction Type: HIGHWAY

COUNTIES:

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 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 $10.80 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 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor 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.

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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
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Total Amount Bid $
BID PROPOSAL AUTHORIZATION AND SIGNATURE

BIDDERS:
The undersigned has received and reviewed a complete set of the Contract Documents for the above referenced project by the City of Winston-Salem and/or City/County Utility Commission, and in submitting this bid agree to accomplish the work in strict accordance with said Documents.

The signature page must be completed and submitted with the proposal: Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Failure to manually sign the appropriate bid proposal form will be construed as non-responsive and the bid proposal will not be considered.

________________________________________
Date

Company

Authorized Signature

Typed or Print Name and Title

Contractor’s License No.

Mailing Address, (P.O. Box or Street)

City, State, Zip Code

Email Address

Telephone Number

On this ____ day of __________, 20__, before me ________________________________

to me personally known, being duly sworn, did execute the foregoing proposal, and did so state that he/she was properly authorized by ________________________________

to execute the proposal and did so on his/her free act and deed. SEAL

Notary Public ________________________________ My Commission Expires ________________________________

The following information is requested for statistical purposes only. Provisions or omission of this information will not affect the City’s award of this contract.

We ( ) are a Historically Underutilized Business (HUB) certified by State of North Carolina.

We ( ) are a minority business enterprise.
( ) are not a minority business enterprise.

If yes, please identify in the appropriate box below:
( ) Black
( ) Hispanic
( ) Asian American including Indian Subcontinent and Pacific Islands
( ) Native American Indian including Eskimos and Aleuts

We ( ) are a woman-owned business enterprise.
( ) are not a woman-owned business enterprise.
EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

CORPORATION

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

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

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

SIGNATURE OF CONTRACTOR

Full name of Corporation

Address as Prequalified

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

Print or type Signer's name Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

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

Signature of Notary Public

of ____________________________ County

State of ______________________________

My Commission Expires:________________

NOTARY SEAL
EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

PARTNERSHIP

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

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

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

SIGNATURE OF CONTRACTOR

___________________________
Full Name of Partnership

___________________________
Address as Prequalified

___________________________
Signature of Witness

___________________________
Signature of Partner

___________________________
Print or type Signer's name

___________________________
Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of ______________________ 20__.

___________________________
Signature of Notary Public

of ____________________________County

State of ____________________________

My Commission Expires: ______________
EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

LIMITED LIABILITY COMPANY

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

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

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

SIGNATURE OF CONTRACTOR

Full Name of Firm

Address as Prequalified

Signature of Witness
Signature of Member/Manager/Authorized Agent
Select appropriate title

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

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

____ day of __________________ 20_.

Signature of Notary Public

of __________________________ County

State of __________________________

My Commission Expires: _____________
EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

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

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

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

SIGNATURE OF CONTRACTOR

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

(1) Name of Joint Venture

(2) Name of Contractor

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal and

(3) Name of Contractor

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal and

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

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal

NOTARY SEAL

Affidavit must be notarized for Line (2)
Subscribed and sworn to before me this day of 20
Signature of Notary Public of County
State of My Commission Expires:

NOTARY SEAL

Affidavit must be notarized for Line (3)
Subscribed and sworn to before me this day of 20
Signature of Notary Public of County
State of My Commission Expires:

NOTARY SEAL

Affidavit must be notarized for Line (4)
Subscribed and sworn to before me this day of 20
Signature of Notary Public of County
State of My Commission Expires:
EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor

Trading and doing business as

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer’s name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____________________ 20__.

______________________________

Signature of Notary Public

of ____________________________County

State of ______________________________

My Commission Expires: ______________
EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor _______________________________________________________________

Print or type Individual name _____________________________

Address as Prequalified ____________________________________________________________

Signature of Contractor, Individually ______________________________________________

Print or type Signer's Name _____________________________

Signature of Witness ______________________________________________________________

Print or type Signer’s name _____________________________

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

day of ______________________ 20__.

Signature of Notary Public

of ____________________________County

State of __________________________

My Commission Expires: ___________________________
DEBARMENT CERTIFICATION

Conditions for certification:

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

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

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

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

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

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

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

THIS CONTRACT, made and entered into this _____ day of ____________, 20 ___, pursuant to a resolution heretofore adopted by the appropriate governing body or agency of the City of Winston-Salem, North Carolina, by and between ________________________, a corporation with its principal office and place of business in _____________, party of the first part, hereinafter called the Contractor, and the City of Winston-Salem, a municipal corporation, hereinafter called the City.

WITNESSETH

WHEREAS, after careful consideration of the bid submitted by the Company, the City of Winston-Salem, has heretofore adopted a resolution authorizing the acceptance of such bid, and the execution of a contract in the name of the City with the said Company covering the construction of construction of the _____________ project in accordance with the Terms, Conditions, and Specifications and original unit prices contained in your bid _______ dated _______, and bids were received and duly opened as required by law; and,

NOW, THEREFORE, in consideration of the premises and in further consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereto have contracted and agreed as follows:

(1) In accordance with the project specifications and Contractor proposal, copies of which specifications and proposal are incorporated herein by reference; the Contractor will provide construction of construction of the project described in the proposal submitted by the Contractor or in the specifications prepared by the City if so authorized.

(2) The total contract price in the estimated amount of ______________________ Dollars and __/100 ($________), will be paid to the Contractor as provided in the General Conditions of the Invitation for Bids based on the unit prices (if applicable) contained in the proposal submitted by the Contractor, not to exceed the amount budgeted, subject to approval by the appropriate official or Governing Board.

(3) The specifications, the proposal thereon by the Contractor, which are incorporated herein by reference, the performance and payment bond on the part of the Contractor, the invitation to bid, the instructions to bidders, the bid form, and any addenda, copies of which are attached hereto and made a part hereof, shall constitute the contract between the parties as though fully written herein.

(4) Equal Employment Opportunity / ADA: The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, political affiliation, gender, age or disability. The contractor shall comply with all applicable laws and regulations regarding the American with Disabilities Act (www.ADA.gov) as amended from time to time and all rules and regulations promulgated thereunder and other laws and regulations pertaining to equal employment. The Contractor hereby agrees to indemnify the Owner from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or rules and regulations promulgated thereunder. The Contractor agrees to act affirmatively in its employment and promotion practices, and in the general treatment of its employees.

(5) The Contractor hereby releases and forever discharges the City, its agents, officers, officials, and employees, from any and all claims, demands, expenses, costs and liabilities of any kind or nature directly or indirectly related to any personal injury and/or property damage arising out of the performance of the Service, except those claims that result from the sole negligence of the City or a City employee acting within the scope of the employment. The Contractor shall indemnify, defend and hold harmless the City, its agents officers, officials, and employees from and against any and all claims, demands expenses, costs and liabilities of any kind or nature, directly or indirectly caused by, arising out of, or related to the intentional, negligent or reckless acts or omissions of the Contractor, and its agents or employees, in the performance of these services.
(6) Time is of the essence of this Contract: CONTRACTOR acknowledges that the OWNER will suffer significant damages if CONTRACTOR fails to achieve Final Completion within the time limits stated in the Proposal, but that such damage would be difficult to quantify precisely. Thus, CONTRACTOR agrees to pay the OWNER, and the OWNER may retain from amounts otherwise due CONTRACTOR, as liquidated damages and not as a penalty the sum of $____ for each calendar day that Completion is delayed beyond the time specified in the Proposal.

(7) The Contractor agrees to subcontract __% of this contract with certified minority owned business firms and __% with certified women owned firms.

(8) Suspension and Debarment; CONTRACTOR hereby certifies that neither it, nor its agents or subcontractors: (1) are presently debarred, suspended, proposed for suspension or debarment from contracting by any Federal or State Department or Agency, or (2) have been declared ineligible or voluntarily excluded from contracting by or with any Federal or State Department or Agency. Any contract entered into with a contractor or subcontractor that has been debarred or suspended, declared ineligible or voluntarily excluded from contracting with or by any Federal or State Department or Agency may be terminated at the sole discretion of the City.

(9) E-Verify Compliance; Per N.C.G.S. 143-133.3 “E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the CONTRACTOR utilizes a subcontractor, the CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.”

(10) Iran Divestment Act; Provider hereby certifies that it is not on the North Carolina State Treasurer’s list of persons engaging in business activities in Iran, prepared pursuant to NCGS § G.S. 147-86.58, nor will Provider utilize on this agreement any subcontractor on such list.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives and signed under seal effective as of the date first written above.

CITY OF WINSTON-SALEM

ATTEST: _____________________________ (SEAL) By: _____________________________ (SEAL)
Sandra Keeney, City Secretary
Lee Garrity, City Manager

This instrument has been preaudited in the Manner required by the Local Government And Fiscal Control Act.

This the ___ day of __________, 20___

By: _____________________________
Angela I. Carmon, City Attorney

By: _____________________________
Lisa Saunders, Chief Financial Officer

ATTEST: _____________________________ (SEAL) By: _____________________________ (SEAL)
Secretary
Signature

Print or Type Name / Title
(Corp Secretary or Officer)

BUSINESS NAME

Print or Type Name / Title
PAYMENT BOND

KNOWN ALL MEN BY THESE PRESENT, That we ________________________, incorporated under the laws
of North Carolina, having its principal office at_______________________, hereinafter called the Principal and
______________________________, incorporated under the laws of the State of________________, and having
its office at ________________________, hereinafter called the Surety, are held and firmly bound unto the City of
Winston-Salem, North Carolina (hereinafter “City”) and/or the City/County Utility Commission (hereinafter
“Commission”) if the contract was approved by the Commission in the estimated amount of Dollars and ___/100
($__________), lawful money of the United States, to be paid to the City, its successors or assigns or the Commission,
if so authorized, to which payment well and truly to be made we, the Principal and Surety, bind ourselves and our
successors, jointly and severally, firmly by these present.

THT CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has entered into a certain
contract with the City and/or Commission above named, bearing date of ________________, whereby the
Principal has agreed to the construction of the ________________________, in said City and to perform other
work as specified in said contract, which contract is by reference incorporated herein.

NOW, THEREFORE, the principal shall promptly make payment to all persons supplying labor and materials 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. Action may be brought on this bond under Article 3, Section 44A
of the General Statutes of the State of North Carolina and may be brought in the name of the person aggrieved.

It is further agreed that the Surety has been duly licensed by the Insurance Commissioner to do business in this State
as a Fidelity Insurance Company; that it has complied with the laws of the State relative to Fidelity Insurance
Companies.

It is further agreed that neither the insolvency, adjudication of bankruptcy, nor discharge in bankruptcy of the
Principal shall in any way discharge or impair the obligation herein undertaken by the Surety, and notwithstanding the
discharge of the Principal by operation of law in such cases, the Surety shall remain bound by this undertaking.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY have executed this instrument under their several seals on
the ____ day of ________________, 20____, the name and corporate seal of each corporate party being hereeto
affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Attest

______________________________
Secretary

______________________________
North Carolina Resident Surety Agent

______________________________
North Carolina Address

Business Name

(SEAL)

By __________________________  
President Principal

Name of Surety Company

By __________________________  
Authorized Signature
Contractor’s Affidavit  
Release and Waiver of Claims  

State of ________________________________  County of ________________________  
_________________________,__________________________,____________________  
(Name)                                   (Title)                              (Contractor)  

being first duly sworn, deposes and says that:  

1. The undersigned is authorized to execute this Affidavit, Release and Waiver of Claims on behalf of the Contractor and has personal knowledge of all facts set forth herein.  

2. This Affidavit, Release and Waiver of Claims is made concerning the construction of the following project: ___________________________________________________  

3. All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance and all other liabilities and taxes owed by the Contractor and arising in any manner from the above-described project have been paid in full.  

4. No claim or lien exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project.  

5. Notwithstanding the foregoing, if the City of Winston-Salem or property of the City of Winston-Salem is subject to any claim or lien which arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify, defend and hold the City of Winston-Salem harmless for any amount which the City of Winston-Salem is required to pay to discharge such lien or settle such claim and further will pay the City of Winston-Salem’s expenses, costs and attorney fees incurred in connection therewith.  

6. All claims, suits and proceedings of every name, description or nature arising out of the above project against the City of Winston-Salem, its officers, employees and agents, have been settled.  

7. The Contractor releases and waives any and all claims of every type and description, known and unknown, which the Contractor may have against the City of Winston-Salem arising in any manner from the construction of the above-described project.  

8. This Contractor’s Release and Waiver of Claims shall become effective upon receipt of final payment by the Contractor.  

Sworn and Subscribed Before Me  
_________________________  
this _______ day of _________, 20 _______  
Notary Public_____________________________ _______________________Title  
My Commission Expires: ___________________ _______________________Date
1. Scope
Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor. The Contractor expressly warrants and guarantees to the City that all work performed under this Contract is constructed in strict accordance with the project specifications and is free from all defects in materials and workmanship for one (1) year from the date indicated on the Final Inspection Memorandum. A copy of the Final Inspection Memorandum, including the date of expiration of the one (1) year warranty, shall be sent to the Contractor. During the warranty period, the Contractor further expressly warrants and guarantees to the City that all work performed on this Contract and materials incorporated shall maintain structural and functional integrity, normal wear and tear excepted.

2. Notification of Defect
Should the City detect a defect within the warranty period, it shall notify the Contractor or its representative. Within ten (10) working days after receipt of notification, the Contractor shall inspect the defect and make provisions for repair as set forth in Section 3, Repair Provisions.

When warranty repairs are required, the City and the Contractor shall agree, within fifteen (15) working days after notification to the Contractor of the defect, on the most appropriate course of the repairs and the exact scope of the repairs to be performed under the warranty. If no agreement is obtained within ten (10) days of the fifteen (15) day period (total of 25 days), the City shall have the right to make the repairs with City forces or an independent Contractor of the City's choice and bill the Contractor for the cost of repairs, pursuant to the provisions contained in Section 5 of this document.

The Contractor agrees to provide at its own expense all parts, materials, supplies, labor and equipment necessary to complete all warranty repairs.

4. Hazardous Defects
Notwithstanding the provisions contained in Sections 2 and 3, if the defect, in the opinion of the City, constitutes a hazard or safety problem, the City shall have the right to make the necessary repairs at any time with City forces or an independent Contractor of the City's choice. The Contractor shall be billed pursuant to the provisions contained in Section 5 of this document.

5. Reimbursement for Repairs Made by the City
The Contractor agrees to reimburse the City within thirty (30) days of receipt of the bill for all costs incurred by the City in making warranty-covered repairs. The City's costs for making repairs shall include the actual costs of the repairs plus an administrative charge of twenty percent (20%) of the actual costs. The Contractor agrees to pay all expenses, including reasonable attorney's fees, incurred by the City in enforcing collection of amounts due under this Section.

Contractor Business Name

ATTESTED: 
Sign __________________________
Witness __________________________ Print __________________________
Title __________________________ Title __________________________

Subscribed and sworn to before me this ______ day of _____________________, 20____.

Notary Public ______________________________
My Commission Expires ______________________
Exhibit A

<table>
<thead>
<tr>
<th>Gender</th>
<th>Race/Ethnic Identification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male</td>
<td>African-American</td>
</tr>
<tr>
<td>Female</td>
<td>Hispanic</td>
</tr>
<tr>
<td></td>
<td>Asian</td>
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<tr>
<td></td>
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<tr>
<td></td>
<td>Total</td>
</tr>
<tr>
<td></td>
<td>% of Total</td>
</tr>
</tbody>
</table>

Project/Bid Description: ________________________________  Contract for ________________________________  
Bidder's Company Name: ________________________________  
City/State: __________________________________________

WORKFORCE DEMOGRAPHICS

Prepared by:
Name of Preparer: ____________________________________  (Print or Type)
____________________________________________________  (Signature)
____________________________________________________  (Title)

Phone Number: ________________________________________

Email Address: ________________________________________

The above demographic data is provided to reflect generally the company's efforts to achieve diversity in the workplace in compliance with the applicable equal employment opportunity laws; however, this information is not dispositive of such and may not be used as the basis for awarding or rejecting a bid contract.