CITY OF DURHAM
PUBLIC WORKS

CONTRACT PROPOSAL

CONTRACT NUMBER: SW-27 (SR-5001C)
COUNTY: DURHAM
DESCRIPTION: FAYETTEVILLE STREET ROADWAY AND SIDEWALK IMPROVEMENTS
DATE OF ADVERTISEMENT: 9/14/2017
MANDATORY PRE-BID MEETING: 10/11/2017 2:00 PM,
Durham City Hall Conference Room 3B
BID OPENING: 10/31/2017 2:00 PM

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

__________________________
NAME OF BIDDER

__________________________
ADDRESS OF BIDDER

RETURN BIDS TO: City of Durham Public Works Department
Attention: Charles Rice
Person’s Title: Project Manager
Physical Address: 101 City Hall Plaza
       Suite 3100
       Durham, NC 27701
ALL BIDS MUST BE RECEIVED PRIOR TO THE DATE AND TIME LISTED ABOVE.
INVITATION TO BID

Contract: SW-27

Project: Fayetteville Street Roadway and Sidewalk Improvements

Owner: City of Durham
101 City Hall Plaza
Suite 3100
Durham, North Carolina 27701

Issuing Office: Public Works Department

Attention: Charles J. Rice, EI
City of Durham
Public Works Department
Engineering Division
101 City Hall Plaza
Durham, North Carolina 27701
(919) 560-4326 ext. 30266

Date: 9/14/2017

The City of Durham will open sealed formal Bids submitted by prequalified Bidders at 2:00 P.M. on Tuesday, October 31 2017 for Contract SW-27, ‘Fayetteville Street Roadway and Sidewalk Improvements’, in Conference Room 3A, 101 City Hall Plaza, Durham, North Carolina. The Project involves the furnishing of all materials, labor, equipment, tools, et cetera, unless otherwise specified, for the complete installation of new sidewalks and various improvements to the road surface.

The Project Manual may be viewed and downloaded, free of charge, from the City of Durham, Department of Finance, Purchasing Division web site: http://www.durhamnc.gov/departments/purchasing/bids.cfm.

This information, as well as other details specific to the project, is also available on the City’s project website http://www.durhamnc.gov/departments/works/construction_projects.cfm.

Bidders are encouraged to forward any questions to the Project Manager.

The City Council of the City of Durham reserves the right to reject any or all of the Bids. All Bids must include a non-collusion affidavit.

To ensure that all Bidders using the Purchasing Division’s web site are kept up to date on any Addenda, changes, or information notices, please send an e-mail to Charles.Rice@durhamnc.gov indicating your intention to prepare a Bid for the Project. Failure to complete this step may render your Bid as non-responsive.

Each Bidder is advised that the Work may be inspected and supervised by an Engineer of or firm under the direction of the City of Durham. The Engineer or firm may also be involved in the
identification of specific repair areas and the proposed method of repairs for the Site Work.

The City of Durham requires the Project to be completed in 90 calendar days from date of Notice to Proceed for Construction.

No Bid shall be considered or accepted unless at the time of its filing the same shall be accompanied by a deposit of cash or a certified or cashier's check drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation (FDIC), in an amount equal to five percent (5%) of the amount of the Bid. The check shall be made payable to the City of Durham. Said deposit shall guarantee that the Contract will be entered into by the successful Bidder if the award is made. Such deposit of cash or certified or cashier's check may be held by the City until the successful Bidder has executed and delivered the Contract Documents, including performance and payment bond.

In lieu of the cash deposit or certified or cashier’s check mentioned above, the Bidder may file a Bid bond in the same amount executed by a corporate surety authorized to execute such bonds in North Carolina and in the form attached to the Bidding Documents or on file with the Engineer. Bid bond forms enclosed as part of the Bidding.

Documents must be properly executed at the time Bids are submitted before Bid will be considered. Properly executed Power of Attorney of the corporate surety's agent shall accompany such bond and be attached to the page provided therefore in the Bidding Documents.

Bids shall be submitted under a condition of irrevocability, except as required by law, for a period of ninety (90) days after Bid opening.

The City of Durham reserves the right to accept or reject any or all Bids.
INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

11. THE PROPOSAL WITH THE BID FORM STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND
12. The sealed bid must display the following statement on the front of the sealed envelope:

“QUOTATION FOR SR-27,’ FAYETTEVILLE STREET ROADWAY AND SIDEWALK IMPROVEMENTS’. TO BE OPENED AT BY (2:00 PM) ON, Tuesday, October 31, 2017.

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

14. State Treasurer’s lists regarding Iran and Boycott of Israel. If the candidate or the City signs the contract on October 1, 2017 or afterwards, and the value of the contract is $1,000 or more, the following applies unless the candidate otherwise states in its proposal: the candidate affirms (by submitting a proposal) that (1) its name does not appear on the list of companies that are engaged in a boycott of Israel developed by the N. C. State Treasurer under N.C.G.S. 147-86.81(a)(1) or on a list created by the Treasurer pursuant to N.C.G.S. 147-86.58 as a company engaging in investment activities in Iran, and (2) it has no reason to expect that its name will appear on either of those lists. Take notice that a contract between a company named on either list and the City may be void.

CITY OF DURHAM PUBLIC WORKS DEPARTMENT
Attn: CHARLES RICE
101 CITY HALL PLAZA
SUITE 3100
DURHAM, NC 27701
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A. **NCDOT Standard Specifications** – The 2012 North Carolina Department of Transportation Standard Specifications for Roads and Structures, herein referred to as the ‘Standard Specifications’, and the 2012 Roadway Standard Drawings, shall apply to all portions of this project except as may be modified by this document.

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

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

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

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

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


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


G. **Liability Insurance** – In addition to any insurance requirements as may be required by the LGA, the Contractor is obligated to comply with Article 107-15 of the Standard Specifications including the dollar limits set forth.
H. **Buy America** – This project shall be governed by the Buy America requirements, for the use of domestic steel and iron products, as outlined in the *Standard Specifications* and Special Provision SP1 G120.

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.
CHANGES TO THE NCDOT 2012 STANDARD SPECIFICATIONS:

1. *Article 102-1* - Delete this section in its entirety.

2. *Subarticle 102-8(B) Electronic Bids* – Delete this section in its entirety.

3. *Subarticle 102-10* – In line 7 of the first paragraph on page 1-18, “60” days shall be modified to “90” days.

4. *Subarticle 102-12(A) Paper Bids* – In line 5 the reference to “Contract Officer” shall be changed to “Project Manager”.

5. *Subarticle 102-12(B) Electronic Bids* – Delete this section in its entirety.

6. *Subarticle 103-2(B) Electronic Bids* – Delete this section in its entirety.

7. *Subarticle 103-3(A) Criteria for Withdrawal of Bid* – Modify the reference “G.S.136-28.1” to “G.S.143-129.1”. In that same subarticle under (5), in the line 28, modify “State Contract Officer” to “Project Manager”.

8. *Article 103-7* - In the first sentence, modify “14” calendar days to “10” per G.S.143-129.

9. *Article 103-9* - In the first sentence, modify “14” calendar days to “10” per G.S.143-129.

10. *Article 105-9 Construction Stakes, lines and Grades* - The Municipality will not set the stakes, lines or grades for this project.

11. *Article 107-5* – In line 11, change the word “entity” to “municipality”.

12. *Article 108-2* – Add the following requirement to this article after line 16 on page 1-65, “The municipality may add additional requirements as noted in the bid proposal”.

13. *Article 108-3* – Change “Division Engineer” in line 18, to “Project Manager”.

14. *Article 108-4* – Change “Resident Engineer” in line 26 to “Project Manager”.

15. *Article 109-8* – Delete this article in its entirety. Fuel Price Adjustments will not apply to this project.

16. *Article-620-4* - Delete line 3 through 27 on page 6-39. Asphalt Price Adjustments will not apply to this project.
CITY OF DURHAM CONTRACT FORMS
(Federal Aid)

The successful bidder to whom the contract is awarded (i.e., “Contractor”) shall execute the following Standard City of Durham Contract Form for NCDOT Construction Projects with the City of Durham evidencing its agreement to the terms and conditions of this Contract Proposal.
THIS CONTRACT is dated, made and entered into as of the _______ day of __________________, 20______, by and between the City of Durham (“City”), a N. C. municipal corporation, and [name of firm] (“Contractor”), [indicate type of legal entity, for instance: a corporation organized and existing under the laws of [name of State]; a limited liability company organized and existing under the laws of [name of State]; a professional corporation organized and existing under the laws of [name of State]; a professional association organized and existing under the laws of [name of State]; a limited partnership organized and existing under the laws of [name of State]; a sole proprietorship; or a general partnership. If it’s a corporation, LLC, or limited partnership, use the above “organized and existing” language, and do not substitute news about the contractor’s principal office or place of business.] The City of Durham and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

1. Background and Incorporation of Contract Proposal. The City has accepted the proposal of the Contractor for construction of the project advertised by the City on the _____ day of ________________, 20_____ in the Contract Proposal titled “Fayetteville Street Roadway and Sidewalk Improvements”, Project No. SW-27 (hereinafter, “Contract Proposal” including Addenda). The terms and conditions of the Contract Proposal are incorporated herein by reference and made a part of this Contract.

2. Description of Work. Obligations of Contractor. (a) The Contractor, at his (its) own proper cost and expense and with skill and diligence, shall complete all Work, including furnishing all labor, tools, materials, and equipment, and do all things necessary for the proper construction and completion of the Work pursuant to the terms, and consistent with the plans, specifications, drawings, schedules, and other documents contained or incorporated by reference, in the Contract Proposal.

(b) The Contractor shall further perform the Work in accordance with the directions (not inconsistent therewith) given from time to time by the City individual assigned to administer this Contract, referred to as the Project Manager or Engineer, or other person as the City Manager may designate. For purposes of this Contract, the term “Engineer” shall refer to the City Manager of the City of Durham or his or her designee acting directly or through a duly authorized representative, including the Project Manager or a designated engineering consultant, acting within the scope of particular assigned or contracted duties and authority.

(c) The Contractor agrees to receive the prices stated in Exhibit A, the “Itemized Proposal Form,” in full compensation for furnishing materials, and for labor in moving materials and executing all the Work contemplated and shall be responsible for all loss or damage arising out of the nature of the Work aforesaid or from any action of the elements or from any unforeseen obstruction or difficulties which may be encountered in the prosecution and delivery
of the same, and for all risks of every nature and description connected with the Work and furnishing the materials until their final completion and acceptance; also, for expense incurred by or in consequence of the suspense; also, for expense incurred by or in consequence of the suspense or of the discontinuance of said work and furnishing said materials according to the Contract Proposal and requirements of the Engineer under them.

3. Quality and Workmanship. All Work under this Contract shall be performed and completed to the satisfaction of the Project Manager and Engineer and the Project Manager and Engineer shall in all cases of dispute determine the quantity, quality, acceptability and fitness of the work and materials and of several portions thereof which are to be paid for under this Contract and shall decide and determine all questions which may arise as to the measurements, lines, levels and dimensions of the work and all questions respecting the true construction, interpretation, or meaning of the plans and specifications. In case of dispute between the Contractor and the Project Manager and Engineer, the decision and determination of the latter shall be taken and shall be final and conclusive.

4. Compensation. The total dollar amount to be paid under this Contract by the City to the Contractor shall not exceed $_______________, the Itemized Proposal From, as provided in Exhibit A. The City will make partial payments based on the progress of the work and payment requests submitted by the Contractor. Payment will be made within twenty-five (25) days after receipt of a correct payment request.

On the completion of the Work, the Contractor shall proceed with due diligence to measure up the work and material and present his final estimate to the City, whereupon the City shall pay within forty-five (45) days thereafter such amount, less payments previously made, and payments of such final amount shall release the City from claims for work done or materials furnished under this Contract.

The City will require release of all claims for materials or labor furnished for this work prior to the payment of the final estimate. The Contractor shall furnish the City with a written statement sworn before a Notary Public to the effect that all payments have been made for labor and materials used in this construction and that claims, suits, and proceedings of every name and description against the City, its officers and agents, have been settled.

It is further mutually agreed between the parties that no estimate or partial payment made under this Contract shall be conclusive evidence of the performance of this Contract, either wholly or in part, and that no such payment shall be construed to be an acceptance of defective work or improper materials.

5. Prompt Payment to Subcontractors. Pursuant to NC General Statute 143-134.1(b6), the prompt payment provisions of Section 109-4(B) of the 2012 North Carolina Department of Transportation Standard Specifications for Roads and Structures (hereinafter, “Standard Specifications”) and other prompt payment provisions of this Contract shall preempt the provisions of NC General Statute 143-134.1 (b1), (b2), (b3) and (b4) to the extent of any conflict.

6. City Changes to NCDOT Standard Specifications. The Contract Proposal makes certain changes to the Standard Specifications. This Contract makes the following additional
changes to the Standard Specifications:

(a) **Section 101-3:**

(i) Delete the definition of “Engineer” on page 1-5 and replace with the following definition: “The City Manager of the City of Durham or his or her designee acting directly or through a duly authorized representative, including the Project Manager or a designated engineering consultant, acting within the scope of particular assigned or contracted duties and authority.”

(ii) In the definition for “Final Estimate”, delete the last sentence referencing the verified claim procedure in lines 5 and 6 on page 1-6.

(iii) The definition of “Department” shall include the City of Durham in reference to the administration of this contract.

(b) **Sections 102-2 and 102-15** – The term “Engineer” in these sections shall refer to the State Highway Administrator of the North Carolina Department of Transportation, acting directly or through a duly authorized representative, such representative acting within the scope of particular assigned duties or authority.

(c) **Section 103-3** - Criteria for Withdrawal of Bid – Delete subsections (A), (B), (C) and (D) in their entirety and replace with the following statement:

A bidder submitting a bid pursuant to NC General Statute 143-129 may withdraw its bid in accordance with the terms of NC General Statute 143-129.1.

(d) **Section 107-24** – Delete this section in its entirety.

6. **Indemnification.** Notwithstanding any indemnification requirements contained in the Standard Specifications, the Contractor shall also agree to the following indemnification provision as applied to the City of Durham:

(a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnities from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection “a,” the Contractor shall at its sole expense defend Indemnites with legal counsel reasonably acceptable to City.

(b) Definitions. As used in subsections “a” above and “c” below -- “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within “Charges” are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). “Indemnites” means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor.

(c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract.

(d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor.
under this contract.

(e) Limitations of the Contractor’s Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection “a” above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

7. Liability Insurance. The Contractor shall maintain the more stringent minimum liability insurance coverage between that required by the NCDOT and the following City required minimum coverage to be accompanied by a certificate of liability insurance:

**Commercial General Liability** — Combined single limit of no less than $1,000,000 each occurrence and $2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Automobile Liability** — Limits of no less than $1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City of Durham site.

**Worker’s Compensation & Employers Liability** — Contractor agrees to maintain Worker’s Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than $1,000,000 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.

**Additional Insured** — Commercial General Liability. The Additional Insured shall read ‘City of Durham and the State of North Carolina as its interest may appear’.

**Certificate of Insurance** — Contractor agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage’s, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor’s insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:
City of Durham  
Department of Public Works  
ATTN: Charles Rice  
101 City Hall Plaza  
Durham, NC 27701

Umbrella or Excess Liability — Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest ‘Each Occurrence’ limit for required policies. Contractor agrees to endorse City of Durham as an ‘Additional Insured’ on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Durham’s Risk Manager.

8. Notice. (a) This subsection (a) pertains to all notices related to or asserting default, breach of contract, claim for damages, suspension or termination of performance, suspension or termination of contract, and extension or renewal of the term. All such notices shall be given by personal delivery, fax, UPS, Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To the City:  
City of Durham  
Department of Public Works  
ATTN: Charles Rice  
101 City Hall Plaza  
Durham, NC 27701-3329  
Fax: (919)560-4316  
Email: Charles.Rice@durhamnc.gov

To the Contractor:  
[Insert name and address]  
The fax number is ___________.  
Email:

(b) Change of Address. Date Notice Deemed Given. A change of address, email address, fax number, or person to receive notices under subsection (a) shall be made by notice given pursuant to subsection (a). All notices and other communications related to or under this contract shall be deemed given and sent at the time of actual delivery, if personally delivered or sent by fax, personal delivery, UPS, Federal Express, or a designated delivery service. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

9. State Law Provisions. (a) E-Verify Requirements. (A) If this contract is awarded
pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor’s subcontractors," and "comply" as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (A) in entering into this contract. (B) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

(b) Iran Divestment Act Certification. The Contractor certifies that, if it submitted a successful bid for this contract, then as of the date it submitted the bid, the Contractor was not identified on the Iran List. If it did not submit a bid for this contract, the Contractor certifies that as of the date that this contract is entered into, the Contractor is not identified on the Iran List. It is a material breach of contract for the Contractor to be identified on the Iran List during the term of this contract or to utilize on this contract any subcontractor that is identified on the Iran List. In this Iran Divestment Act Certification section -- “Contractor” means the person entering into this contract with the City of Durham; and “Iran List” means the Final Divestment List – Iran, the Parent and Subsidiary Guidance– Iran list, and all other lists issued from time to time by the N.C. State Treasurer to comply with G. S. 147-86.58 of the N.C. Iran Divestment Act.

10. Exhibits. In addition to the contract documents contained and referenced in the Contract Proposal, the following additional exhibits attached to, are made a part of this Contract:

   Exhibit A “Itemized Proposal Form,” containing 2 pages.
   Exhibit B “Payment and Payment Bond Forms,” containing ___ page(s).
   Exhibit C “Reimbursable Sales and Use Tax Statement Forms”, containing ___ page(s).
   Exhibit D, “Fayetteville Street Roadway and Sidewalk Improvements Drawings”,
   prepared by _______, dated __________, comprising ____. Exhibit D is not physically attached to this contract but maintained and available ________________________.

In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

11. Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Contractor is not a natural person (for instance, the Contractor is a corporation or limited liability company), this subsection (ii) applies. “Agent for Service of Process” means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Contractor. This
subsection (ii) does not apply while the Contractor maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

12. Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13. Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

14. Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

15. Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

16. Notice of City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

17. Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

18. City’s Manager’s Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor’s services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.
IN WITNESS WHEREOF, the City and the Contractor have caused this Contract to be executed under seal themselves or by their respective duly authorized agents or offices.

ATTEST: 

_________________________________        By: ___________________________________

CITY OF DURHAM

preaudit certificate, if applicable ______________________

ATTEST: 

_____________________

CONTRACTOR NAME

By: __________________________

_____________________

Secretary

Title: __________________________

(Affix Corporate Seal)

ACKNOWLEDGMENT BY CORPORATION

State of ____________________________________________

County of _______________________________________

I, __________________________ , notary public, certify that __________________________

personally appeared before me this day and stated that he or she is _________ President of 

_________ , a corporation, and that by authority duly given and as the act of the 
corporation, he or she signed the foregoing contract or agreement with the City of Durham and 
the corporate seal was affixed thereto. This the_______ day of ______________, 20___.

My commission expires:

________________________   __________________________________

Notary Public

END OF DOCUMENT
GENERAL PROVISIONS

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

The date of availability for this contract is **upon written notice to proceed**.

The completion date for this contract is **90 days after the notice to proceed date**.

The liquidated damages for this contract are **Four Hundred Dollars ($400.00) per calendar day**. Contractor and the City of Durham recognize that time is of the essence of this Contract Document and that the City of Durham will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance NCDOT Specifications. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the City of Durham if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City of Durham and the Contractor agree that as liquidated damages for the delay (but not as a penalty), Contractor shall pay the City of Durham four hundred dollars ($400.00) for each day that expires after the time specified above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the City of Durham, Contractor shall pay the City of Durham four hundred dollars ($400.00) for each day that expires after the time specified above for completion and readiness for final payment until the Work is completed and ready for final payment.

NO MAJOR CONTRACT ITEMS:
(2-19-02) (Rev. 8-21-07) 104 SP1 G31

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

NO SPECIALTY ITEMS:
(7-1-95) 108-6SP1 G34

None of the items included in this contract will be specialty items (see Article 108-6 of the 2012 Standard Specifications).

FUEL AND ASPHALT PRICE ADJUSTMENTS:
(1-3-12) SP1 G44

No fuel or asphalt price adjustments will be made on this project.
The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on any map during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

- **Monday thru Friday**
  - 4:00 P.M. thru 9:00 A.M
  - (no night work)

- **4:00 P.M. Friday thru 9:00 A.M. Monday**
  - (no weekend work)

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

**HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS**

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.

2. For **New Year's Eve and Day**, between the hours of **4:00 p.m.** December 31st and **8:00 a.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **8:00 a.m.** the following Tuesday.

3. For **Easter**, between the hours of **4:00 p.m.** Thursday and **8:00 a.m.** Monday.

4. For **Memorial Day**, between the hours of **12:00 p.m.** Friday and **8:00 a.m.** Tuesday.

5. For **Independence Day**, between the hours of **4:00 p.m.** the day before Independence Day and **8:00 a.m.** the day after Independence Day.

   If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **12:00 p.m.** the Thursday before Independence Day and **8:00 a.m.** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **12:00 p.m.** Friday and **8:00 a.m.** Tuesday.

7. For **Thanksgiving Day**, between the hours of **4:00 p.m.** Tuesday and **8:00 a.m.** Monday.

8. For **Christmas**, between the hours of **4:00 p.m.** the Friday before the week of Christmas Day and **8:00 a.m.** the following Tuesday after the week of Christmas Day.
Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures will not be required during these periods, unless otherwise directed by the Engineer.

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

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

The liquidated damages are **Two Hundred and Fifty Dollars** ($250) per 15 minutes.
DISADVANTAGED BUSINESS ENTERPRISE (LOCAL GOVERNMENT AGENCIES):
(10-16-07)(Rev. 1-17-17)  102-15(J)  SP1 G63

Description

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

Definitions

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

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

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

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

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

Goal Confirmation Letter - Written documentation from City of Durham 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.

North Carolina Unified Certification Program (NCUCP) - A program that provides comprehensive services and information to applicants for DBE certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with 49 CFR Part 26.
Standard Specifications - The general term comprising all directions, provisions, and requirements contained or referred to in the North Carolina Department of Transportation Standard Specifications for Roads and Structures and any subsequent revisions or additions to such book.

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

Forms and Websites Referenced in this Provision

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

DBE-IS Subcontractor Payment Information - Form for reporting the payments made to all DBE firms working on the project. This form is for paper bid projects only. https://connect.ncdot.gov/business/Turnpike/Documents/Form%20DBE-IS%20Subcontractor%20Payment%20Information.pdf

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

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

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

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

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

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

DBE Goal

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

Disadvantaged Business Enterprises 10 %

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

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

Directory of Transportation Firms (Directory)

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

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

Listing of DBE Subcontractors

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

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

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

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

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

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

**DBE Prime Contractor**

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

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

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

**Written Documentation – Letter of Intent**

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

The documentation shall be received in the office of the **City of Durham** 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 **Project Manager** 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 **Project Manager** 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 Project Manager no later than 10:00 a.m. on the next official state business day.

Submission of Good Faith Effort

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

One complete set and two copies of this information shall be received in the office of the Project Manager 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 Project Manager no later than 10:00 a.m. on the next official state business day.

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

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

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

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

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

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

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

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

(D) (1) Negotiating in good faith with interested DBEs. It is the bidder’s responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm’s price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder’s failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

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

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

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

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

In addition, City of Durham may take into account the following:

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

If City of Durham does not award the contract to the apparent lowest responsive bidder, City of Durham reserves the right to award the contract to the next lowest responsive bidder that can satisfy to City of Durham 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 Project Manager 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 Project Manager. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

Counting DBE Participation Toward Meeting DBE Goal

(A) Participation

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

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

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

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

**Commercially Useful Function**

(A) DBE Utilization

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

(B) DBE Utilization in Trucking

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

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

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

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

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

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

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

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

**DBE Replacement**

When a Contractor has relied on a commitment to a DBE firm (or an approved substitute DBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the DBE 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. A DBE may only be terminated after receiving the EngineerLGA’s written approval based upon a finding of good cause for the termination. The prime contractor must give the DBE firm five (5) calendar days to respond to the prime contractor’s notice of termination and advise the prime contractor and the Department of the reasons, if any, why the firm objects to the proposed termination of its subcontract and why the Department should not approve the action.

All requests for replacement of a committed DBE firm shall be submitted to the EngineerLGA 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.

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 City of Durham, City of Durham 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 Durham 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 Project Manager (see A herein for required documentation).

Changes in the Work

When the Project Manager 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 Project Manager 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 Project Manager 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 Project Manager.

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

**Reports and Documentation**

A SAF (*Subcontract Approval Form*) shall be submitted for all work which is to be performed by a DBE subcontractor. *City of Durham* 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 Project Manager 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 Project Manager 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 Project Manager 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 **Project Manager** 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 2012 *Standard Specifications* may be cause to disqualify the Contractor.

**SUBLETTING OF CONTRACT:**

(11-18-2014) 108-6  SP1 G186

Revise the 2012 *Standard Specifications* as follows:

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

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

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

Purchasing materials for subcontractors is not included in the percentage of work required to be performed by the Contractor. If the Contractor sublets items of work but elects to purchase material for the subcontractor, the value of the material purchased will be included in the total dollar amount considered to have been sublet.
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
CERTIFICATION FOR FEDERAL-AID CONTRACTS:
(3-21-90) SP1 G85

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

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

The hotline is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.
CARGO PREFERENCE ACT:
(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."
Revisit the 2012 Standard Specifications as follows:

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

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

DOMESTIC STEEL:

Revise the 2012 Standard Specifications as follows:

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

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

GIFTS FROM VENDORS AND CONTRACTORS:

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

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

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

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

**EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:**
(1-16-07) (Rev 11-22-16) 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 0.5 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 2012 Standard Specifications, the Contractor shall define the point at which the discharge enters into the State’s surface waters and the appropriate sampling locations. Sampling locations shall include points upstream and downstream from the point at which the discharge enters these waters. Upstream
sampling location shall be located so that it is not influenced by backwater conditions and represents natural background conditions. Downstream sampling location shall be located at the point where complete mixing of the discharge and receiving water has occurred.

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

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

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

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

No additional compensation for monitoring borrow pit discharge will be paid.
Revise the 2012 Standard Specifications as follows:

**EMPLOYMENT:**

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

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

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

**LIABILITY INSURANCE:**

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

Prior to beginning services, all contractors shall provide proof of coverage issued by a workers’ compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors, irrespective of whether having regularly in service fewer than three employees.
Revise the 2012 Standard Specifications as follows:

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type IL Blended Cement</td>
<td>1024-1</td>
</tr>
</tbody>
</table>

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

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

**Page 10-2, Subarticle 1000-3(A), Composition and Design, lines 12-21,** delete the third paragraph through the sixth paragraph beginning with “If any change is made to the mix design, submit…” through “…(applies to a decrease only).”
Table 1000-1

<table>
<thead>
<tr>
<th>Class of Concrete</th>
<th>Min. Comp. Strength at 28 days</th>
<th>Maximum Water-Cement Ratio</th>
<th>Consistency Max. Slump</th>
<th>Cement Content</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Air-Entrained Concrete</td>
<td>Non Air-Entrained Concrete</td>
<td>Vibrated</td>
</tr>
<tr>
<td>Units</td>
<td>psi</td>
<td>inch</td>
<td>inch</td>
<td>lb/cy</td>
</tr>
<tr>
<td>AA</td>
<td>4,500</td>
<td>0.381</td>
<td>0.426</td>
<td>3.5</td>
</tr>
<tr>
<td>AA Slip Form</td>
<td>4,500</td>
<td>0.381</td>
<td>0.426</td>
<td>1.5</td>
</tr>
<tr>
<td>Drilled Pier</td>
<td>4,500</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>A</td>
<td>3,000</td>
<td>0.488</td>
<td>0.532</td>
<td>0.550</td>
</tr>
<tr>
<td>B</td>
<td>2,500</td>
<td>0.488</td>
<td>0.567</td>
<td>0.559</td>
</tr>
<tr>
<td>Sand Light-Weight</td>
<td>4,500</td>
<td>-</td>
<td>0.420</td>
<td>-</td>
</tr>
<tr>
<td>Latex Modified</td>
<td>3,000</td>
<td>0.400</td>
<td>0.400</td>
<td>-</td>
</tr>
<tr>
<td>Flowable Fill</td>
<td>150 max. at 56 days</td>
<td>as needed</td>
<td>as needed</td>
<td>as needed</td>
</tr>
<tr>
<td>Flowable Fill</td>
<td>125</td>
<td>as needed</td>
<td>as needed</td>
<td>as needed</td>
</tr>
<tr>
<td>Pavement</td>
<td>4,500</td>
<td>0.559</td>
<td>0.559</td>
<td>-</td>
</tr>
<tr>
<td>Prestress</td>
<td>See Table 1077-1</td>
<td>as needed</td>
<td>as needed</td>
<td>-</td>
</tr>
<tr>
<td>Prestress</td>
<td>See Table 1078-1</td>
<td>as needed</td>
<td>as needed</td>
<td>8</td>
</tr>
</tbody>
</table>

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

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

Page 10-7, Table 1000-3, MAXIMUM WATER-CEMENTITIOUS MATERIAL RATIO, delete the table.
Page 10-7, Article 1000-5, HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE, lines 30-31, delete the second sentence of the third paragraph.

Page 10-19, Article 1002-3, SHOTCRETE FOR TEMPORARY SUPPORT OF EXCAVATIONS, line 30, add the following at the end of Section 1002:

(H) Handling and Storing Test Panels

Notify the Area Materials Engineer when preconstruction or production test panels are made within 24 hours of shooting the panels. Field cure and protect test panels from damage in accordance with ASTM C1140 until the Department transports panels to the Materials and Tests Regional Laboratory for coring.

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

**A.** See Subarticle 1005-4(A).

**B.** See Subarticle 1005-4(B).

**C.** For lightweight aggregate used in Structural Concrete; see Subarticle 1014-2(E)(6).

<table>
<thead>
<tr>
<th>Size</th>
<th>0-2.5</th>
<th>0-1</th>
<th>4-12</th>
<th>14-30</th>
<th>25-40</th>
<th>35-55</th>
<th>55-80</th>
<th>75-97</th>
<th>100</th>
<th>100</th>
</tr>
</thead>
<tbody>
<tr>
<td>VST</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Maintenance Stabilization</td>
<td>-</td>
<td>-</td>
<td>0-25</td>
<td>0-40</td>
<td>-</td>
<td>45-79</td>
<td>-</td>
<td>75-100</td>
<td>100</td>
<td>-</td>
</tr>
<tr>
<td>Aggregate Base Course</td>
<td>-</td>
<td>-</td>
<td>4-12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6</td>
<td>-</td>
</tr>
<tr>
<td>Aggregate Base Course</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>60</td>
<td>-</td>
</tr>
<tr>
<td>Asphalt Plant Mix</td>
<td>-</td>
<td>-</td>
<td>5-12</td>
<td>2-5</td>
<td>0</td>
<td>0-40</td>
<td>85-100</td>
<td>000-100</td>
<td>0</td>
<td>-</td>
</tr>
<tr>
<td>VST</td>
<td>-</td>
<td>-</td>
<td></td>
<td>0</td>
<td>0-40</td>
<td>92-96</td>
<td>001</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>VST</td>
<td>-</td>
<td>-</td>
<td>5-12</td>
<td>2-5</td>
<td>0</td>
<td>90-100</td>
<td>000-100</td>
<td>001</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>VST</td>
<td>-</td>
<td>-</td>
<td>5-12</td>
<td>2-5</td>
<td>0</td>
<td>90-100</td>
<td>000-100</td>
<td>001</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>VST</td>
<td>-</td>
<td>-</td>
<td>0-25</td>
<td>0-40</td>
<td>-</td>
<td>45-79</td>
<td>-</td>
<td>75-100</td>
<td>100</td>
<td>-</td>
</tr>
</tbody>
</table>

**Remarks**

- Percentage of Total by Weight Passing

**Table 1005-1**
Page 10-39, Article 1016-3, CLASSIFICATIONS, lines 27-32, replace with the following:

Select material is clean, unweathered durable, blasted rock material obtained from an approved source. While no specific gradation is required, the below criteria will be used to evaluate the materials for visual acceptance by the Engineer:

(A) At least 50% of the rock has a diameter of from 1.5 ft to 3 ft,

(B) 30% of the rock ranges in size from 2” to 1.5 ft in diameter, and

(C) Not more than 20% of the rock is less than 2” in diameter. No rippable rock will be permitted.

Page 10-40, Tables 1018-1 and 1018-2, PIEDMONT, WESTERN AND COASTAL AREA CRITERIA FOR ACCEPTANCE OF BORROW MATERIAL, under second column in both tables, replace second row with the following:

Acceptable, but not to be used in the top 3 ft of embankment or backfill

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

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

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

<table>
<thead>
<tr>
<th>Pozzolan</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class F Fly Ash</td>
<td>20% - 30% by weight of required cement content with 1.0 lb Class F fly ash per lb of cement replaced</td>
</tr>
<tr>
<td>Ground Granulated Blast Furnace Slag</td>
<td>35%-50% by weight of required cement content with 1.0 lb slag per lb of cement replaced</td>
</tr>
<tr>
<td>Microsilica</td>
<td>4%-8% by weight of required cement content with 1.0 lb microsilica per lb of cement replaced</td>
</tr>
</tbody>
</table>

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

Tests shall be performed by AASHTO’s designated National Transportation Product Evaluation Program (NTPEP) laboratory for concrete admixture testing.
Page 10-65, Article 1050-1, GENERAL, line 41, replace the first sentence with the following:

All fencing material and accessories shall meet Section 106.

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

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

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

<table>
<thead>
<tr>
<th>TABLE 1078-1 REQUIREMENTS FOR CONCRETE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property</td>
</tr>
<tr>
<td>Maximum Water/Cementitious Material Ratio</td>
</tr>
<tr>
<td>Maximum Slump without HRWR</td>
</tr>
<tr>
<td>Maximum Slump with HRWR</td>
</tr>
<tr>
<td>Air Content (upon discharge into forms)</td>
</tr>
</tbody>
</table>

Page 10-151, Article 1080-4, INSPECTION AND SAMPLING, lines 18-22, replace (B), (C) and (D) with the following:

(B) At least 3 panels prepared as specified in 5.5.10 of AASHTO M 300, Bullet Hole Immersion Test.

(C) At least 3 panels of 4"x6"x1/4" for the Elcometer Adhesion Pull Off Test, ASTM D4541.

(D) A certified test report from an approved independent testing laboratory for the Salt Fog Resistance Test, Cyclic Weathering Resistance Test, and Bullet Hole Immersion Test as specified in AASHTO M 300.

(E) A certified test report from an approved independent testing laboratory that the product has been tested for slip coefficient and meets AASHTO M253, Class B.

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

**Type 2** - A low-modulus, general-purpose adhesive used in epoxy mortar repairs. It may be used to patch spalled, cracked or broken concrete where vibration, shock or expansion and contraction are expected.
Page 10-162, Subarticle 1081-1(A), Classifications, lines 4-7, delete the second and third sentences of the description for Type 3A. Lines 16-22, delete Types 6A, 6B and 6C.

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

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

List the properties of the adhesive on the container and include density, minimum and maximum temperature application, setting time, shelf life, pot life, shear strength and compressive strength.
Page 10-163, Table 1081-1, PROPERTIES OF MIXED EPOXY RESIN SYSTEMS, replace with the following:

<table>
<thead>
<tr>
<th>Property</th>
<th>TABLE 1081-1</th>
<th>PROPERTIES OF MIXED EPOXY RESIN SYSTEMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Min. Bond Strength Slant Shear Test at 14 days (psi)</td>
<td>1,500</td>
<td>1,500</td>
</tr>
<tr>
<td>Maximum Water Absorption (%)</td>
<td>1.5</td>
<td>1.0</td>
</tr>
<tr>
<td>Min. Compressive Strength of 2” mortar cubes at 7 days (Neat)</td>
<td>5,000</td>
<td>4,000</td>
</tr>
<tr>
<td>Tensile Elongation at 7 days (%)</td>
<td>30 min.</td>
<td>30 min.</td>
</tr>
<tr>
<td>Minimum Tenisc Strength at 7 days (psi)</td>
<td>1,500</td>
<td>2,000</td>
</tr>
<tr>
<td>Pot Life (Minutes)</td>
<td>20-30</td>
<td>30-60</td>
</tr>
<tr>
<td>Speed (RPM)</td>
<td>-</td>
<td>20</td>
</tr>
<tr>
<td>Spindle No.</td>
<td>-</td>
<td>3</td>
</tr>
<tr>
<td>Viscosity Poises at 77°F ± 2°F</td>
<td>Type 1</td>
<td>Gel</td>
</tr>
<tr>
<td>Type 2</td>
<td>10-30</td>
<td></td>
</tr>
<tr>
<td>Type 3</td>
<td>2-5</td>
<td></td>
</tr>
<tr>
<td>Type 3A</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Type 4A</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Type 4B</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Type 5</td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

(3) Type of the material in accordance with Articles 1081-1 and 1081-4,
Page 10-165, Subarticle 1081-1(E)(6), line 1, in the first sentence of the first paragraph replace “AASHTO M 237” with “the specifications”.

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

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

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

Page 10-170, Article 1081-3, HOT BITUMEN, line 9, add the following at the end of Section 1081:

1081-4 EPOXY RESIN ADHESIVE FOR BONDING TRAFFIC MARKINGS

(A) General
This section covers epoxy resin adhesive for bonding traffic markers to pavement surfaces.

(B) Classification
The types of epoxies and their uses are as shown below:

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

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

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

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

(C) Requirements
Epoxies shall conform to the requirements set forth in AASHTO M 237.

(D) Prequalification
Refer to Subarticle 1081-1(E).

(E) Acceptance
Refer to Subarticle 1081-1(F).

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

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

Page 10-174, Subarticle 1086-1(B)(1), Epoxy, lines 18-24, replace with the following:
The epoxy shall meet Article 1081-4.

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

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

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

Page 10-179, Subarticle 1087-4(A), Composition, lines 39-41, replace the third paragraph with the following:
All intermixed and drop-on glass beads shall not contain more than 75 ppm arsenic or 200 ppm lead.

Page 10-180, Subarticle 1087-4(B), Physical Characteristics, line 8, replace the second paragraph with the following:
All intermixed and drop-on glass beads shall comply with NCGS § 136-30.2 and 23 USC § 109(r).

Page 10-181, Subarticle 1087-7(A), Intermixed and Drop-on Glass Beads, line 24, add the following after the first paragraph:
Use X-ray Fluorescence for the normal sampling procedure for intermixed and drop-on beads, without crushing, to check for any levels of arsenic and lead. If any arsenic or lead is detected, the sample shall be crushed and repeat the test using X-ray Fluorescence. If the X-ray Fluorescence test shows more than a LOD of 5 ppm, test the beads using United States Environmental Protection Agency Method 6010B, 6010C or 3052 for no more than 75 ppm arsenic or 200 ppm lead.
ASPHALT PAVEMENTS - SUPERPAVE:
(6-19-12) (Rev. 8-16-16) 605, 609, 610, 650

Revise the 2012 Standard Specifications as follows:

Page 6-3, Article 605-7, APPLICATION RATES AND TEMPERATURES, replace this article, including Table 605-1, with the following:

Apply tack coat uniformly across the existing surface at target application rates shown in Table 605-1.

<table>
<thead>
<tr>
<th>Existing Surface</th>
<th>Target Rate (gal/sy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Asphalt</td>
<td>0.04 ± 0.01</td>
</tr>
<tr>
<td>Oxidized or Milled Asphalt</td>
<td>0.06 ± 0.01</td>
</tr>
<tr>
<td>Concrete</td>
<td>0.08 ± 0.01</td>
</tr>
</tbody>
</table>

Apply tack coat at a temperature within the ranges shown in Table 605-2. Tack coat shall not be overheated during storage, transport or at application.

<table>
<thead>
<tr>
<th>Asphalt Material</th>
<th>Temperature Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Binder, Grade PG 64-22</td>
<td>350 - 400°F</td>
</tr>
<tr>
<td>Emulsified Asphalt, Grade RS-1H</td>
<td>130 - 160°F</td>
</tr>
<tr>
<td>Emulsified Asphalt, Grade CRS-1</td>
<td>130 - 160°F</td>
</tr>
<tr>
<td>Emulsified Asphalt, Grade CRS-1H</td>
<td>130 - 160°F</td>
</tr>
<tr>
<td>Emulsified Asphalt, Grade HFMS-1</td>
<td>130 - 160°F</td>
</tr>
<tr>
<td>Emulsified Asphalt, Grade CRS-2</td>
<td>130 - 160°F</td>
</tr>
</tbody>
</table>

Page 6-6, Subarticle 607-5(A), Milled Asphalt Pavement, line 25, add the following to the end of the paragraph:

Areas to be paid under these items include mainline, turn lanes, shoulders, and other areas milled in conjunction with the mainline and any additional equipment necessary to remove pavement in the area of manholes, water valves, curb, gutter and other obstructions.

Page 6-6, Subarticle 607-5(C), Incidental Milling, lines 42-48, replace the paragraph with the following:

*Incidental Milling* to be paid will be the actual number of square yards of surface milled where the Contractor is required to mill butt joints, irregular areas and intersections milled as a separate operation from mainline milling and re-mill areas that are not due to the Contractor’s negligence whose length is less than 100 feet. Measurement will be made as provided in Subarticle 607-5(A) for each cut the Contractor is directed to perform. Where the Contractor elects to make multiple cuts to achieve the final depth, no additional measurement will be made. Compensation will be made at the contract unit price per square yard for *Incidental Milling*.
Page 6-7, Article 609-3, FIELD VERIFICATION OF MIXTURE AND JOB MIX FORMULA ADJUSTMENTS, lines 35-37, delete the second sentence of the second paragraph.

Page 6-18, Article 610-1 DESCRIPTION, lines 40-41, delete the last sentence of the last paragraph.

Page 6-19, Subarticle 610-3(A), Mix Design-General, line 5, add the following as the first paragraph:

Warm mix asphalt (WMA) is allowed for use at the Contractor’s option in accordance with the NCDOT Approved Products List for WMA Technologies available at:  

Page 6-20, Subarticle 610-3(C), Job Mix Formula (JMF), lines 47-48, replace the last sentence of the third paragraph with the following:

The JMF mix temperature shall be within the ranges shown in Table 610-1 unless otherwise approved.

Page 6-21, Subarticle 610-3(C) Job Mix Formula (JMF), replace Table 610-1 with the following:

<table>
<thead>
<tr>
<th>Binder Grade</th>
<th>JMF Mix Temperature</th>
</tr>
</thead>
<tbody>
<tr>
<td>PG 58-28; PG 64-22</td>
<td>250 - 290°F</td>
</tr>
<tr>
<td>PG 70-22</td>
<td>275- 305°F</td>
</tr>
<tr>
<td>PG 76-22</td>
<td>300- 325°F</td>
</tr>
</tbody>
</table>

Page 6-21, Subarticle 610-3(C) Job Mix Formula (JMF), lines 1-2, in the first sentence of the first paragraph, delete “and compaction”. Lines 4-7, delete the second paragraph and replace with the following:

When RAS is used, the JMF mix temperature shall be established at 275°F or higher.

Page 6-22, Article 610-4, WEATHER, TEMPERATURE AND SEASONAL LIMITATIONS FOR PRODUCING AND PLACING ASPHALT MIXTURES, lines 15-17, replace the second sentence of the first paragraph with the following:

Do not place asphalt material when the air or surface temperatures, measured at the location of the paving operation away from artificial heat, do not meet Table 610-5.

Page 6-23, Article 610-4, WEATHER, TEMPERATURE AND SEASONAL LIMITATIONS FOR PRODUCING AND PLACING ASPHALT MIXTURES, replace Table 610-5 with the following:
### TABLE 610-5

<table>
<thead>
<tr>
<th>Asphalt Concrete Mix Type</th>
<th>Minimum Surface and Air Temperature</th>
</tr>
</thead>
<tbody>
<tr>
<td>B25.0B, C</td>
<td>35°F</td>
</tr>
<tr>
<td>I19.0B, C, D</td>
<td>35°F</td>
</tr>
<tr>
<td>SF9.5A, S9.5B</td>
<td>40°F&lt;sup&gt;A&lt;/sup&gt;</td>
</tr>
<tr>
<td>S9.5C, S12.5C</td>
<td>45°F&lt;sup&gt;A&lt;/sup&gt;</td>
</tr>
<tr>
<td>S9.5D, S12.5D</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 6-23, Subarticle 610-5(A), General, lines 33-34, replace the last sentence of the third paragraph with the following:

Produce the mixture at the asphalt plant within ±25 °F of the JMF mix temperature. The temperature of the mixture, when discharged from the mixer, shall not exceed 350°F.

Page 6-26, Article 610-7, HAULING OF ASPHALT MIXTURE, lines 22-23, in the fourth sentence of the first paragraph replace “so as to overlap the top of the truck bed and” with “to”. Line 28, in the last paragraph, replace “+15 °F to -25 °F of the specified JMF temperature.” with “±25 °F of the specified JMF mix temperature.”

Page 6-26, Article 610-8, SPREADING AND FINISHING, line 34, add the following new paragraph:

As referenced in Section 9.6.3 of the HMA/QMS Manual, use the automatic screed controls on the paver to control the longitudinal profile. Where approved by the Engineer, the Contractor has the option to use either a fixed or mobile string line.

Page 6-29, Article 610-13, FINAL SURFACE TESTING AND ACCEPTANCE, line 39, add the following after the first sentence in the first paragraph:

Smoothness acceptance testing using the inertial profiler is not required on ramps, loops and turn lanes.

Page 6-30, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 15-16, replace the fourth sentence of the fourth paragraph with the following:

The interval at which relative profile elevations are reported shall be 2”. 
Page 6-30, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 25-28, replace the ninth paragraph with the following:

Operate the profiler at any speed as per the manufacturer’s recommendations to collect valid data.

Page 6-30, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 30-31, delete the third sentence of the tenth paragraph.

Page 6-31, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 11-13, replace the first sentence of the third paragraph with the following:

After testing, transfer the profile data from the profiler portable computer’s hard drive to a write once storage media (Flash drive, USB, DVD-R or CD-R) or electronic media approved by the Engineer.

Page 6-31, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 17-18, replace the first sentence of the fourth paragraph with the following:

Submit a report with the documentation and electronic data of the evaluation for each section to the Engineer within 10 days after completion of the smoothness testing. The report shall be in the tabular format for each 0.10 segment or a portion thereof with a summary of the MRI values and the localized roughness areas including corresponding project station numbers or acceptable reference points. Calculate the pay adjustments for all segments in accordance with the formulas in Sections (1) and (2) shown below. The Engineer shall review and approval all pay adjustments unless corrective action is required.

Page 6-31, Subarticle 610-13(A)(1), Acceptance for New Construction, lines 36-37, replace the third paragraph with the following:

The price adjustment will apply to each 0.10-mile section or prorated for a portion thereof, based on the Mean Roughness Index (MRI), the average IRI values from both wheel paths.

Page 6-32, Subarticle 610-13(A)(2), Localized Roughness, lines 12-16, replace the first paragraph with the following:

Areas of localized roughness shall be identified through the “Smoothness Assurance Module (SAM)” provided in the ProVAL software. Use the SAM report to optimize repair strategies by analyzing the measurements from profiles collected using inertial profilers. The ride quality threshold for localized roughness shall be 165 in/mile for any sections that are 15 ft. to 100 ft. in length at the continuous short interval of 25 ft. Submit a continuous roughness report to identify each section with project station numbers or reference points outside the threshold and identify all localized roughness, with the signature of the Operator included with the submitted IRI trace and electronic files.

Page 6-32, Subarticle 610-13(A)(2), Localized Roughness, line 21, add the following new paragraph:

If the Engineer does not require corrective action, the pay adjustment for each area of localized roughness shall be based on the following formula:
PA = (165 - LR#) 5

Where:

PA = Pay Adjustment (dollars)
LR# = The Localized Roughness number determined from SAM report for the ride quality threshold

Page 6-41, Subarticle 650-3(B), Mix Design Criteria, replace Table 650-1 with the following:

<table>
<thead>
<tr>
<th>Grading Requirements</th>
<th>Sieve Size (mm)</th>
<th>Type FC-1</th>
<th>Type FC-1 Modified</th>
<th>Type FC-2 Modified</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Percent Passing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.0</td>
<td>-</td>
<td>-</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>12.5</td>
<td>100</td>
<td>100</td>
<td>80 - 100</td>
<td></td>
</tr>
<tr>
<td>9.50</td>
<td>75 - 100</td>
<td>75 - 100</td>
<td>55 - 80</td>
<td></td>
</tr>
<tr>
<td>4.75</td>
<td>25 - 45</td>
<td>25 - 45</td>
<td>15 - 30</td>
<td></td>
</tr>
<tr>
<td>2.36</td>
<td>5 - 15</td>
<td>5 - 15</td>
<td>5 - 15</td>
<td></td>
</tr>
<tr>
<td>0.075</td>
<td>1.0 - 3.0</td>
<td>1.0 - 3.0</td>
<td>2.0 - 4.0</td>
<td></td>
</tr>
</tbody>
</table>

ASSPHALT BINDER CONTENT OF ASPHALT PLANT MIXES:

The approximate asphalt binder content of the asphalt concrete plant mixtures used on this project will be as follows:

| Asphalt Concrete Base Course | Type B 25.0 | 4.4% |
| Asphalt Concrete Intermediate Course | Type I 19.0 | 4.8% |
| Asphalt Concrete Surface Course | Type S 4.75A | 6.8% |
| Asphalt Concrete Surface Course | Type SA-1 | 6.8% |
| Asphalt Concrete Surface Course | Type SF 9.5A | 6.7% |
| Asphalt Concrete Surface Course | Type S 9.5 | 6.0% |
| Asphalt Concrete Surface Course | Type S 12.5 | 5.6% |

The actual asphalt binder content will be established during construction by the Engineer within the limits established in the 2012 Standard Specifications.
ROADWAY PROVISIONS

DETECTABLE WARNINGS FOR PROPOSED CURB RAMPS:
(6-15-10) (Rev. 8-16-11) 848 SP8 R126

Description

Construct detectable warnings consisting of integrated raised truncated domes on proposed concrete curb ramps in accordance with the 2012 Standard Specifications, plan details, the requirements of the 28 CFR Part 36 ADA Standards for Accessible Design and this provision.

Materials

Detectable warning for proposed curb ramps shall consist of integrated raised truncated domes. The description, size and spacing shall conform to Section 848 of the 2012 Standard Specifications.

Use material for detectable warning systems as shown herein. Material and coating specifications must be stated in the Manufacturers Type 3 Certification and all Detectable Warning systems must be on the NCDOT Approved Products List.

Install detectable warnings created from one of the following materials: precast concrete blocks or bricks, clay paving brick, gray or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile. Only one material type for detectable warning will be permitted per project, unless otherwise approved by the Engineer.

(A) Detectable Warnings shall consist of a base with integrated raised truncated domes, and when constructed of precast concrete they shall conform to the material requirements of Article 848-2 of the 2012 Standard Specifications.

(B) Detectable Warnings shall consist of a base with integrated raised truncated domes, and may be comprised of other materials including, but not limited, to clay paving brick, gray iron or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile, which are cast into the concrete of the curb ramps. The material shall have an integral color throughout the thickness of the material. The detectable warning shall include fasteners or anchors for attachment in the concrete and shall be furnished as a system from the manufacturer.

Prior to installation, the Contractor shall submit to the Engineer assembling instructions from the manufacturer for each type of system used in accordance with Article 105-2 of the 2012 Standard Specifications. The system shall be furnished as a kit containing all consumable materials and consumable tools, required for the application. They shall be capable of being affixed to or anchored in the concrete curb ramp, including green concrete (concrete that has set but not appreciably hardened). The system shall be solvent free and contain no volatile organic compounds (VOC). The static coefficient of friction shall be 0.8 or greater when measured on top of the truncated domes and when measured between the domes in accordance with ASTM C1028 (dry and wet). The system shall be resistant to deterioration due to exposure to sunlight, water, salt or
adverse weather conditions and impervious to degradation by motor fuels, lubricants and antifreeze.

(C) When steel or gray iron or ductile iron casting products are provided, only products that meet the requirements of Subarticle 106-1(B) of the 2012 Standard Specifications may be used. Submit to the Engineer a Type 6 Certification, catalog cuts and installation procedures at least 30 days prior to installation for all.

Construction Methods

(A) Prior to placing detectable warnings in proposed concrete curb ramps, adjust the existing subgrade to the proper grade and in accordance with Article 848-3 of the 2012 Standard Specifications.

(B) Install all detectable warning in proposed concrete curb ramps in accordance with the manufacturer’s recommendations.

Measurement and Payment

Detectable Warnings installed for construction of proposed curb ramps will not be paid for separately. Such payment will be included in the price bid for Concrete Curb Ramps.

HIGH STRENGTH CONCRETE FOR DRIVEWAYS:

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 2012 Standard Specifications.

Measurement and payment will be in accordance with Section 848 of the 2012 Standard Specifications.
FLOWABLE FILL:
(9-17-02) (Rev 1-17-12)

Description

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

Materials

Refer to Division 10 of the 2012 Standard Specifications.

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

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

<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>
2 BAR HANDRAIL:
(11-17-09)  

Description

Furnish and install 2 Bar Handrail at the location shown in the plans in accordance with the detail in the plans and as directed by the Engineer.

Remove and dispose of existing handrail. Cut existing handrail flush with concrete where embedded. Paint exposed residual steel according to Section 442 of Standard Specifications. Fill any voids in concrete resulting from handrail removal with epoxy according to Section 1081 of Standard Specifications.

Measurement and Payment

2 Bar Handrail will be measured and paid for as the actual number of linear feet of handrail measured along the top of the handrail to the nearest 0.1 of a foot. Such price and payment will be full compensation for fabricating, furnishing, installing, painting and all incidentals necessary to satisfactorily install the 2 Bar Handrail.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Bar Handrail</td>
<td>Linear Foot</td>
</tr>
</tbody>
</table>
LUMP SUM GRADING:
(1-30-14)  226  SPD 02-300

Description

Grade the project to the typical sections and details shown. Grading shall be comprehensive grading as defined in Section 226 of the 2012 Standard Specifications, and shall include clearing and grubbing; all excavation within the area of the Typical Sections, including borrow, unclassified, and undercut excavation; construction of embankments, subgrade, and shoulders; construction of all intersecting roads and drives; the construction of all ditches within the area of the right of way or easements; all drainage ditch excavation; all silt excavation; removal, resetting, and maintenance of all mailboxes; removal and disposal of existing pavement, cross-line and driveway pipe, concrete and asphalt driveways; the disposal of any other unsuitable material in a waste area provided by the contractor; the loading, hauling, placement, shaping, and compaction of any excavated earth material; backfilling with a suitable material of all structures, and pavement removal.

Construction Method

Dispose of any waste material and/or furnish any borrow material needed. Borrow quantity for this project is estimated at 0 cubic yards. The Contractor should make his own determination of borrow quantities. No material may be wasted or removed from the project unless approved by the Engineer.

Shape, compact, and grade the slopes, ditches, subgrade and shoulders to the lines, grades, and typical sections established by the plans or as directed by the Engineer. Roadway ditches shall be cleaned, reshaped, and maintained until final acceptance of the project. Drainage adequate for the protection of the subgrade shall be provided at all times. Grading shall include shaping all disturbed areas to facilitate drainage, prevent the impoundment of water, and dressing all areas to a condition suitable for seeding and mulching by the Contractor. Previously approved subgrade that is damaged by natural causes, construction or hauling equipment, or traffic, shall be restored to the required lines, grades, typical sections, and densities at no expense to the Department.

Excavated areas shall be uniformly graded, well compacted, and free of debris and loose material. Excavated areas adjacent to existing pavement having more than a 2 inch drop from the edge of pavement shall not be left open overnight. Such areas shall be made safe by the placement of solid material at a 6:1 or flatter slope. All open areas shall be identified and guarded by adequate traffic control devices as directed and approved by the Manual of Uniform Traffic Control Devices (MUTCD), 2012 Roadway Standards Drawings, and the Engineer.

Remove and satisfactorily dispose of vegetation and debris from within the project limits. All waste disposal shall be in accordance with state, federal and local regulations regarding the disposal of waste material. All permits and fees for any such disposal shall be the responsibility of the Contractor, and the Department shall not be held liable for disposal of any materials outside the project right of way.
Measurement and Payment

Grading will be paid in accordance with Article 226-3 of the Standard Specifications. No separate payment will be made for borrow as it shall be incidental to the comprehensive item Grading.

REMOVAL AND REPLACEMENT OF STREET SIGNS AND MAILBOXES:

Remove and replace mailboxes in accordance with AASHTO Guide for Erecting Mailboxes on Highways and as directed by Project Manager. The Contractor shall be liable to the owner for any damage to any mailbox during the removal and replacement.

Remove and replace street signs, markers, and route markers out of 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 to the satisfaction of the Project Manager.

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 Project Manager for removal by Others.

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

No direct payment will be made for removing, relocating, reinstalling, and/or stockpiling the mailboxes, street signs and markers, and route markers as such work shall be considered incidental to Grading.
SILT FENCE WATTLE BREAK:

Description

Silt Fence Wattle Breaks are tubular products consisting of excelsior fibers encased in synthetic netting and used in conjunction with Temporary Silt Fence at toe of fills to intercept runoff. Silt Fence Wattle Breaks are to be placed at locations shown on the plans or as directed. Installation shall follow the detail provided in the plans and as directed. Work includes furnishing materials, installation, maintenance and removing Silt Fence Wattle Breaks.

Materials

Wattle shall meet the following specifications:

- 100% Curled Wood (Excelsior) Fibers
- Minimum Diameter: 12 in.
- Minimum Length: 10 ft.
- Minimum Density: $2.5 \text{ lb/ft}^3 \pm 10\%
- Net Material: Synthetic
- Net Openings: 1 in. x 1 in.
- Net Configuration: Totally Encased
- Minimum Weight: 20 lb. +/- 10% per 10 ft. length

Anchors: Stakes shall be used as anchors.

Wooden Stakes:

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

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

Construction Methods

A trench shall be excavated the entire length of the wattle with a depth of 1 to 2 inches for the wattle to be placed. Silt Fence Wattle Breaks shall be secured to the soil by wire staples approximately every 1 linear foot and at the end of each wattle. A minimum of 4 stakes shall be installed on the downslope side of the wattle with a maximum spacing of 2 linear feet, and according to the detail. Install a minimum of 2 stakes on the upslope side of the Silt Fence Wattle Break according to the detail provided in the plans. Stakes shall be driven into the ground a minimum of 10 in. with no more than 2 in. projecting from the top of the wattle. Drive stakes at an angle according to the detail provided in the plans.
Install Temporary Silt Fence in accordance with section 1605 of the Standard Specifications and overlap each downslope side of Silt Fence Wattle Break by 6 inches.

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

Measurement and Payment

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

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wattle</td>
<td>Linear Foot</td>
</tr>
</tbody>
</table>
CURB INLET SILT INTERCEPTOR:

Install and maintain a curb inlet silt interceptor at the locations noted on the plans. The purpose of the curb inlet silt interceptor is to keep silt, sediment and construction debris out of the storm water system. The curb inlet silt interceptor shall be comprised of two attached components: a sewn geotextile fabric unit enclosing a porous structure in the form of a cylindrical tube placed in front of and extending beyond the inlet opening on both sides; and, a sewn geotextile fabric sack designed to fit the opening of the catch basin or drop inlet and which hangs underneath the grate.

The curb inlet silt interceptor shall have lifting straps to allow removal of the unit and manual inspection of the storm water system.

The curb inlet silt interceptor shall utilize a sewn geotextile with the following minimum characteristics:

<table>
<thead>
<tr>
<th>PROPERTY</th>
<th>TEST METHOD</th>
<th>UNITS</th>
<th>TEST RESULTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grab Tensile Strength</td>
<td>ASTM D 4632</td>
<td>lbs</td>
<td>450 x 300</td>
</tr>
<tr>
<td>Grab Tensile</td>
<td>ASTM D 4632</td>
<td>%</td>
<td>40 x 25</td>
</tr>
<tr>
<td>Puncture Strength</td>
<td>ASTM D 4833</td>
<td>lbs</td>
<td>130</td>
</tr>
<tr>
<td>Mullen Burst Strength</td>
<td>ASTM D 3786</td>
<td>psi</td>
<td>600</td>
</tr>
<tr>
<td>Trapezoid Tear</td>
<td>ASTM D 4533</td>
<td>lbs</td>
<td>165 x 150</td>
</tr>
<tr>
<td>% Open Area (POA)</td>
<td>COE - 22125-86</td>
<td>%</td>
<td>28</td>
</tr>
<tr>
<td>Apparent Opening Size (US Standard Sieve)</td>
<td>ASTM D 4751</td>
<td></td>
<td>30</td>
</tr>
<tr>
<td>Permittivity</td>
<td>ASTM D 4491</td>
<td>sec ^{-1}</td>
<td>3.5</td>
</tr>
<tr>
<td>Permeability</td>
<td>ASTM 4491</td>
<td>cm/sec</td>
<td>0.25</td>
</tr>
<tr>
<td>Water Flow Rate</td>
<td>ASTM 4491</td>
<td>gal/min/ft^2</td>
<td>250</td>
</tr>
<tr>
<td>Ultraviolet Resistance</td>
<td>ASTM D 4355</td>
<td>%</td>
<td>70</td>
</tr>
</tbody>
</table>

Provide one (1) set of shop drawings and test data to Project Manager for approval.

Payment will be made under:

**Pay Item**  **Pay Unit**
Curb Inlet Silt Interceptor Each
**SEEDING AND MULCHING:**

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

**All Roadway Areas**

<table>
<thead>
<tr>
<th>March 1 - August 31</th>
<th>September 1 - February 28</th>
</tr>
</thead>
<tbody>
<tr>
<td>50# Tall Fescue</td>
<td>50# Tall Fescue</td>
</tr>
<tr>
<td>10# Centipede</td>
<td>10# Centipede</td>
</tr>
<tr>
<td>25# Bermudagrass (hulled)</td>
<td>35# Bermudagrass (unhulled)</td>
</tr>
<tr>
<td>500# Fertilizer</td>
<td>500# Fertilizer</td>
</tr>
<tr>
<td>4000# Limestone</td>
<td>4000# Limestone</td>
</tr>
</tbody>
</table>

**Waste and Borrow Locations**

<table>
<thead>
<tr>
<th>March 1 – August 31</th>
<th>September 1 - February 28</th>
</tr>
</thead>
<tbody>
<tr>
<td>75# Tall Fescue</td>
<td>75# Tall Fescue</td>
</tr>
<tr>
<td>25# Bermudagrass (hulled)</td>
<td>35# Bermudagrass (unhulled)</td>
</tr>
<tr>
<td>500# Fertilizer</td>
<td>500# Fertilizer</td>
</tr>
<tr>
<td>4000# Limestone</td>
<td>4000# Limestone</td>
</tr>
</tbody>
</table>

Note: 50# of Bahiagrass may be substituted for either Centipede or Bermudagrass only upon Engineer’s request.
Approved Tall Fescue Cultivars

<table>
<thead>
<tr>
<th>06 Dust</th>
<th>Escalade</th>
<th>Justice</th>
<th>Scorpion</th>
</tr>
</thead>
<tbody>
<tr>
<td>2nd Millennium</td>
<td>Essential</td>
<td>Kalahari</td>
<td>Serengeti</td>
</tr>
<tr>
<td>3rd Millennium</td>
<td>Evergreen 2</td>
<td>Kentucky 31*</td>
<td>Shelby</td>
</tr>
<tr>
<td>Apache III</td>
<td>Falcon IV</td>
<td>Kitty Hawk 2000</td>
<td>Sheridan</td>
</tr>
<tr>
<td>Avenger</td>
<td>Falcon NG</td>
<td>Legitimate</td>
<td>Signia</td>
</tr>
<tr>
<td>Barlexas</td>
<td>Falcon V</td>
<td>Lexington</td>
<td>Silver Hawk</td>
</tr>
<tr>
<td>Barlexas II</td>
<td>Faith</td>
<td>LSD</td>
<td>Silverstar</td>
</tr>
<tr>
<td>Bar Fa</td>
<td>Fat Cat</td>
<td>Magellan</td>
<td>Shenandoah Elite</td>
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<td>Barrera</td>
<td>Festnova</td>
<td>Matador</td>
<td>Sidewinder</td>
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<tr>
<td>Barrington</td>
<td>Fidelity</td>
<td>Millennium SRP</td>
<td>Skyline</td>
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<tr>
<td>Barrobusto</td>
<td>Finelawn Elite</td>
<td>Monet</td>
<td>Solara</td>
</tr>
<tr>
<td>Barvado</td>
<td>Finelawn Xpress</td>
<td>Mustang 4</td>
<td>Southern Choice II</td>
</tr>
<tr>
<td>Biltmore</td>
<td>Finesse II</td>
<td>Ninja 2</td>
<td>Speedway</td>
</tr>
<tr>
<td>Bingo</td>
<td>Firebird</td>
<td>Ol’ Glory</td>
<td>Spyder LS</td>
</tr>
<tr>
<td>Bizem</td>
<td>Firecracker LS</td>
<td>Olympic Gold</td>
<td>Sunset Gold</td>
</tr>
<tr>
<td>Blackwatch</td>
<td>Firenza</td>
<td>Padre</td>
<td>Tacca</td>
</tr>
<tr>
<td>Blade Runner II</td>
<td>Five Point</td>
<td>Patagonia</td>
<td>Tanzania</td>
</tr>
<tr>
<td>Bonsai</td>
<td>Focus</td>
<td>Pedigree</td>
<td>Trio</td>
</tr>
<tr>
<td>Braveheart</td>
<td>Forte</td>
<td>Picasso</td>
<td>Tahoe II</td>
</tr>
<tr>
<td>Bravo</td>
<td>Garrison</td>
<td>Piedmont</td>
<td>Talladega</td>
</tr>
<tr>
<td>Bullseye</td>
<td>Gazelle II</td>
<td>Plantation</td>
<td>Tarheel</td>
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<tr>
<td>Cannavaro</td>
<td>Gold Medallion</td>
<td>Proseeds 5301</td>
<td>Terrano</td>
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<td>Catalyst</td>
<td>Grande 3</td>
<td>Prospect</td>
<td>Titan ltd</td>
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<td>Cayenne</td>
<td>Greenbrooks</td>
<td>Pure Gold</td>
<td>Titanium LS</td>
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<td>Cessane Rz</td>
<td>Greenkeeper</td>
<td>Quest</td>
<td>Tracer</td>
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<td>Chipper</td>
<td>Gremlin</td>
<td>Raptor II</td>
<td>Traverse SRP</td>
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<td>Cochise IV</td>
<td>Greystone</td>
<td>Rebel Exeda</td>
<td>Tulsa Time</td>
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<td>Constitution</td>
<td>Guardian 21</td>
<td>Rebel Sentry</td>
<td>Turbo</td>
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<td>Corgi</td>
<td>Guardian 41</td>
<td>Rebel IV</td>
<td>Turbo RZ</td>
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<td>Corona</td>
<td>Hemi</td>
<td>Regiment II</td>
<td>Tuxedo RZ</td>
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<td>Coyote</td>
<td>Honky Tonk</td>
<td>Regenerate</td>
<td>Ultimate</td>
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<td>Darlington</td>
<td>Hot Rod</td>
<td>Rendition</td>
<td>Venture</td>
</tr>
<tr>
<td>Davinci</td>
<td>Hunter</td>
<td>Rhambler 2 SRP</td>
<td>Umbrella</td>
</tr>
<tr>
<td>Desire</td>
<td>Inferno</td>
<td>Rembrandt</td>
<td>Van Gogh</td>
</tr>
<tr>
<td>Dominion</td>
<td>Innovator</td>
<td>Reunion</td>
<td>Watchdog</td>
</tr>
<tr>
<td>Dynamic</td>
<td>Integrity</td>
<td>Riverside</td>
<td>Wolfpack II</td>
</tr>
<tr>
<td>Dynasty</td>
<td>Jaguar 3</td>
<td>RNP</td>
<td>Xtremegreen</td>
</tr>
<tr>
<td>Endeavor</td>
<td>Jamboree</td>
<td>Rocket</td>
<td></td>
</tr>
</tbody>
</table>

*Note: Kentucky 31 will no longer be an approved NCDOT Tall Fescue Cultivar after December 31, 2015.*
Revise the 2012 Standard Specifications as follows:

**Page 16-26, Article 1660-8, MEASUREMENT AND PAYMENT, line 19**, replace the first sentence of the first paragraph with the following:

*Seeding and Mulching* will be measured and paid in square yards, measured along the surface of the ground completed and accepted.

**Page 16-26, Article 1660-8, MEASUREMENT AND PAYMENT, line 39**, replace with the following:

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seeding and Mulching</td>
<td>Square Yard</td>
</tr>
<tr>
<td>Mowing</td>
<td>Square Yard</td>
</tr>
</tbody>
</table>

**NON-STANDARD CURB AND GUTTER WITH 8” LIP:**

Install and maintain concrete curb and gutter in the locations indicated on the plan sheets. Construct curb and gutter sections according to detail on plan sheets and as directed by Engineer.

No separate payment will be made for Non-Standard Curb and Gutter with 8” Lip. Payments will be made as 2’-6” Concrete Curb and Gutter as indicated in Sec. 846.
PERMITS

The Contractor's attention is directed to the following permits, which have been issued to the Department of Transportation by the authority granting the permit.

<table>
<thead>
<tr>
<th>PERMIT</th>
<th>AUTHORITY GRANTING THE PERMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stormwater</td>
<td>Division of Environmental and Natural Resources, DENR, State of North Carolina</td>
</tr>
</tbody>
</table>

The Contractor shall comply with all applicable permit conditions during construction of this project. Those conditions marked by * are the responsibility of the department and the Contractor has no responsibility in accomplishing those conditions.

Agents of the permitting authority will periodically inspect the project for adherence to the permits.

The Contractor's attention is also directed to Articles 107-10 and 107-13 of the 2012 Standard Specifications and the following:

Should the Contractor propose to utilize construction methods (such as temporary structures or fill in waters and/or wetlands for haul roads, work platforms, cofferdams, etc.) not specifically identified in the permit (individual, general, or nationwide) authorizing the project it shall be the Contractor's responsibility to coordinate with the Engineer to determine what, if any, additional permit action is required. The Contractor shall also be responsible for initiating the request for the authorization of such construction method by the permitting agency. The request shall be submitted through the Engineer. The Contractor shall not utilize the construction method until it is approved by the permitting agency. The request normally takes approximately 60 days to process; however, no extensions of time or additional compensation will be granted for delays resulting from the Contractor's request for approval of construction methods not specifically identified in the permit.

Where construction moratoriums are contained in a permit condition which restricts the Contractor's activities to certain times of the year, those moratoriums will apply only to the portions of the work taking place in the waters or wetlands provided that activities outside those areas is done in such a manner as to not affect the waters or wetlands.
North Carolina Department of Environment and Natural Resources
Division of Land Resources
Land Quality Section

James D. Simons, PG, PE
Director and State Geologist

Beverly Perdue, Governor
Dee Freeman, Secretary

June 25, 2012

LETTER OF APPROVAL

Ed Venable, Manager of Engineering and Stormwater
City of Durham
36th Floor Engineering, 101 City Hall Plaza
Durham, NC 27701

RE: Project Name: Fayetteville Street Sidewalk
Project ID: DURHA-2012-017
County: Durham, Fayetteville St., Durham
River Basin: Cape Fear
Stream Classification: Other
Submitted By: City of Durham, Public Works Department
Date Received by LQS: May 29, 2012
Plan Type: New

Acres Approved: 1.10

Dear Sir or Madam:

This office has reviewed the subject erosion and sedimentation control plan. We find the plan to be acceptable and hereby issue this Letter of Approval. The enclosed Certificate of Approval must be posted at the job site. This plan approval shall expire three (3) years following the date of approval, if no land-disturbing activity has been undertaken, as is required by Title 15A NCAC 4B .0129.

Title 15A NCAC 4B .0118(a) requires that a copy of the approved erosion control plan be on file at the job site. Also, this letter gives the notice required by G.S. 113A-61.1(a) of our right of periodic inspection to insure compliance with the approved plan.

North Carolina’s Sedimentation Pollution Control Act is performance-oriented, requiring protection of existing natural resources and adjoining properties. If, following the commencement of this project, the erosion and sedimentation control plan is inadequate to meet the requirements of the Sedimentation Pollution Control Act of 1973 (North Carolina General Statute 113A-51 through 66), this office may require revisions to the plan and implementation of the revisions to insure compliance with the Act.

Acceptance and approval of this plan is conditioned upon your compliance with Federal and State

Raleigh Regional Office
1628 Mail Service Center, Raleigh, North Carolina 27699 Phone: (919) 791-4200 / Fax: (919) 791-4718
Letter of Approval
Project #: Fayetteville Street Sidewalk
June 25, 2012
Page 2 of 2

You may be aware that your project will be covered by the enclosed NPDES General Stormwater Permit NCG010000 (Construction Activities). You should first become familiar with all of the requirements for compliance with the enclosed general permit.

Please note that this approval is based in part on the accuracy of the information provided in the Financial Responsibility Form, which you provided. You are requested to file an amended form if there is any change in the information included on the form. In addition, it would be helpful if you notify this office of the proposed starting date for this project. Please notify us if you plan to have a preconstruction conference.

Your cooperation is appreciated.

Sincerely,

Matthew B. Poling, PE
Assistant State Sediment Specialist
Land Quality Section

Enclosures: Certificate of Approval
NPDES Permit

cc: File
CERTIFICATE OF PLAN APPROVAL

The posting of this certificate certifies that an erosion and sedimentation control plan has been approved for this project by the North Carolina Department of Environment and Natural Resources in accordance with North Carolina General Statute 113A – 57 (4) and 113A – 54 (d) (4) and North Carolina Administrative Code, Title 15A, Chapter 4B.0107 (c). This certificate must be posted at the primary entrance of the job site before construction begins and until establishment of permanent groundcover as required by North Carolina Administrative Code, Title 15A, Chapter 4B.0127 (b).

Fayetteville Street Sidewalk
Project Name and Location

6/25/2012
Date of Plan Approval

DURHA-2012-017

NCDENR
Assoc. State Sed. Specialist
North Carolina Division of Water Quality

NPDES Stormwater Discharge Permit for Construction Activities

Cover Sheet for NCGO10000

What is this permit?

This is your General Stormwater Permit for Construction Activities, developed to meet federal National Pollutant Discharge Elimination System (NPDES) requirements. It is separate from your Erosion and Sedimentation Control (E&SC) Plan, which has been a North Carolina requirement for over 35 years.

Federal regulations adopted by the U.S. Environmental Protection Agency (EPA) and North Carolina Division of Water Quality (DWQ) require an NPDES permit for your project. The EPA has delegated DWQ authority to administer the NPDES program in North Carolina. Two divisions of the Department of Environment and Natural Resources are responsible for different parts of the federal permitting requirements.

The E&SC plan approved by the Division of Land Resources (or a delegated local program) contains the core erosion control requirements for your project. The NPDES General Permit issued by DWQ contains additional requirements related to a broader range of water quality issues. These permits are related, but separate. Both contain conditions your project site must meet.

Are there new requirements in this permit?

This General Permit reflects changes made in the federal regulations effective February 1, 2010, that regulate discharges from construction sites. The federal regulations resulted from litigation decisions that mandated construction activities over a certain size must contain additional specifications to reduce the amount of waste and sediment leaving that reach the nation’s waters.

The Division of Water Quality and the Division of Land Resources established the Construction General Permit Technical Advisory Group (CTAG) to guide the development of this NPDES permit. A draft permit was available for public review in May 2011, and the final permit became effective on August 3, 2011.

The most notable change in the new permit is a requirement that ground stabilization, such as wheat straw application, be applied within 14 days from the last land-disturbing activity. For steep slopes, that area must be stabilized within 7 days. Please see page 2 of this document for details.

What does this permit require me to do?

You should read and become familiar with the provisions of this permit. Below is a list of the major requirements, with indications where those differ from the previous Construction General Permit.

**EROSION AND SEDIMENT CONTROL PLAN**

You must implement the Erosion and Sedimentation Control Plan approved for your project by the Division of Land Resources or by an approved local program. Adherence to that E&SC Plan is an enforceable component of the Stormwater Permit.

Your E&SC plan will identify areas where the more stringent 7 and 14 day ground stabilization requirements apply. See "New Ground Stabilization Requirements" on page 2.

**MONITORING & INSPECTIONS**

- You must inspect all E&SC measures at least once a week and within 24 hours after any storm event greater than a half inch (during a 24-hour period). You must take immediate corrective action for any device failure.
- You must inspect all outlets where stormwater runoff leaves your site and evaluate the effect on nearby streams or wetlands. Corrective action must be taken if sediment is deposited off site or into a stream or wetland, or causes a visible increase in turbidity (cloudiness) of any waterbody.

(continued on reverse side)
Permit Requirements (continued)

- You must keep records of these inspections and any corrective actions taken.

**OPERATION & MAINTENANCE**
You must provide the operation and maintenance necessary to maintain optimal performance of stormwater controls. This means take corrective action if erosion and sediment control facilities are not operating properly! Operation and maintenance includes, but is not limited to:

- Regularly cleaning out sedimentation basins.
- Stabilizing eroded banks or spillway structures.
- Repairing/clearing out inlets and outlets.
- Repairing piping, seepage and mechanical damage.
- Repairing silt fences damage.

**REPORTING**
Regular inspections are a chance to check impacts to nearby waters. If you observe sediment that has deposited in a stream or wetland, you must notify the Division of Water Quality regional office within 24 hours and provide written notice within 5 days (see #3 on page 6 of the General Permit). Please send a copy of this correspondence to the Division of Land Resources (DLR).

**NON-COMPLIANCE & FINES**
Take compliance seriously! Projects that violate Stormwater Permit conditions and/or have unauthorized water quality impacts are subject to fines. Civil penalties of up to $25,000.00 per day for each violation may be assessed.

Who inspects me for what?
DWQ coordinates with DLR’s Land Quality Section to ensure compliance with state rules and regulations governing construction activities. That means your project is subject to enforcement by both divisions. In general, Land Quality staff will inspect your site on a routine basis. DWQ staff may also do inspections. The inspections may be routine in nature, or, the result of public complaints.

Do I need to submit a Notice of Intent to have coverage under this permit?
No. Once your E&SC Plan is approved, your site is automatically covered under this permit. You do not need to submit a Notice of Intent for a Certificate of Coverage.

### NEW STABILIZATION TIMEFRAMES

<table>
<thead>
<tr>
<th>Site Area Description</th>
<th>Stabilization</th>
<th>Timeframe Exceptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perimeter dikes, swales, ditches and slopes</td>
<td>7 days</td>
<td>None</td>
</tr>
<tr>
<td>High Quality Water (HQM) Zones</td>
<td>7 days</td>
<td>None</td>
</tr>
<tr>
<td>Slopes steeper than 3:1</td>
<td>7 days</td>
<td>If slopes are 10’ or less in length and are not steeper than 2:1, 14 days are allowed.</td>
</tr>
<tr>
<td>Slopes 3:1 or flatter</td>
<td>14 days</td>
<td>7 days for slopes greater than 50’ in length.</td>
</tr>
<tr>
<td>All other areas with slopes flatter than 4:1</td>
<td>14 days</td>
<td>None, except for perimeters and HQW Zones.</td>
</tr>
</tbody>
</table>

Do you need more information?

- NC Stormwater Permitting: [http://portal.ncdenr.org/web/wq/m/su](http://portal.ncdenr.org/web/wq/m/su)
- NCG01 Permit Information: [http://portal.ncdenr.org/web/wq/m/su/construction](http://portal.ncdenr.org/web/wq/m/su/construction)
- Map of Regional Offices: [http://portal.ncdenr.org/web/wq/home](http://portal.ncdenr.org/web/wq/home)

Still have questions? Call the DWQ Regional Office nearest your project’s location:

- Asheville Office: (828) 296-4500
- Fayetteville Office: (910) 433-3300
- Mooresville Office: (704) 663-1699
- Raleigh Office: (919) 791-4200

- Washington Office: (252) 946-6481
- Wilmington Office: (910) 796-7215
- Winston-Salem Office: (336) 771-5000
- Central Office: (919) 867-6300
STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
DIVISION OF WATER QUALITY

GENERAL PERMIT – NCG 010000
TO DISCHARGE STORMWATER UNDER THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
for
CONSTRUCTION ACTIVITIES

In compliance with the provision of North Carolina General Statute 143-215.1, other lawful standards and regulations promulgated and adopted by North Carolina Environmental Management Commission and the Federal Water Pollution Control Act as amended:

All owners or operators of stormwater point source discharges associated with construction activities including clearing, grading or excavation activities resulting in the disturbance of land greater than or equal to one acre, or that are part of a common plan of development of that size, are hereby authorized to discharge stormwater to the surface waters of North Carolina or to a separate storm sewer system conveying stormwater to the surface waters in accordance with the terms and conditions set forth herein. Failure to receive coverage under this permit or violations of any of the conditions listed may result in assessment of state or federal civil or criminal penalties for each day of violation.

The General Permit shall become effective on August 3, 2011.
The General Permit shall expire at midnight on July 31, 2016.

Signed this day July 20th, 2011

Colleen H. Sillins, Director
Division of Water Quality
By the Authority of the Environmental Management Commission
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SECTION I

COVERAGE UNDER THE GENERAL PERMIT

Until this State of North Carolina General Permit expires or is modified or revoked, the permittee is authorized to discharge stormwater in accordance with the terms and conditions of this permit and in accordance with an approved Erosion and Sedimentation Control Plan by the North Carolina Division of Land Resources, Land Quality Section, or a delegated local program under the provisions and requirements of North Carolina General Statutes in Article 4 of Chapter 113A to the surface waters of North Carolina or to a separate storm sewer system. The permit, along with state statutes (N.C.G.S. 143-215.1) and rules (NCAC 2H .0100) relating to stormwater permitting are designed to work together to assure compliance with the NPDES requirements of the Clean Water Act. Furthermore, North Carolina rules in Title 15A NCAC 2H .0126 adopt by reference the federal stormwater permitting requirements.

Any other point source discharge to surface waters of the state is prohibited unless covered by another permit, authorization or approval. The discharges allowed by this General Permit shall not cause or contribute to violations of North Carolina Water Quality Standards for surface waters and wetlands (15A NCAC 2B .0200). Discharges allowed by this permit must meet all applicable water quality certification or permit requirements as outlined in 15A NCAC 2H .0500 and 2H .1300. This permit does not relieve the permittee from responsibility for compliance with any other applicable federal, state, or local law, rule, standard, ordinance, order, judgment, or decree.

This General Permit is applicable to point source discharges from construction activities disturbing one or more acres of land. The application to the Division of Land Resources or a delegated local program for approval of a local Erosion and Sedimentation Control Plan (E&SC Plan) shall be considered to take the place of a Notice of Intent for coverage under this General Permit for those projects requiring this Permit coverage. Coverage under this General Permit shall become effective upon issuance of an approval for the E&SC Plan by the Division of Land Resources or delegated local program that includes the following:

a. Designation on the plans where the specific ground stabilization requirements apply as per Section II.B.2 of this permit.

b. Designs of basins with surface withdrawal as per Section II.B.4 of this permit.

Prior to the commencement of construction and land disturbing activities, approval of the E&SC Plan shall be obtained.

This General Permit revision reflects changes made in the federal regulations effective February 1, 2010. The federal regulations were a result of litigation that mandated that construction activities over a certain size must contain additional specifications that would result in reduced wastes and sediment loading reaching the nation’s waters. The Division of Water Quality and the Division of Land Resources established a Construction General Permit Technical Advisory Group (CTAG) to provide them guidance in developing the permit. The CTAG was comprised of 14 members who represented a broad range of environmental, regulatory, government and development interests. A Draft Construction General Permit was prepared and made available for review on May 13, 2011. A public meeting was held on June 7th. This permit reflects the input received during the twelve-month development process.

Any owner or operator not wishing to be covered or limited by this General Permit may apply for an individual NPDES permit in accordance with NPDES procedures in 15A NCAC 2H .0100, stating the reasons supporting the request. Any application for an individual permit should be made at least 180 days prior to the time the permit is needed unless waived, by the Director.

This General Permit does not cover activities or discharges covered by an individual NPDES permit until the individual permit has expired or has been rescinded. Any person conducting an activity covered by an
individual permit but which could be covered by this General Permit may request that the individual permit be rescinded and coverage under this General Permit be provided.

The Division of Water Quality partners with the Division of Land Resources to implement a complete program for construction site coverage that includes state sedimentation control and NPDES stormwater control. The Division of Land Resources implements their control programs through an Erosion and Sedimentation Control Plan (E&SC Plan) issued for each construction site in the state disturbing one or more acres of land. An E&SC Plan is required for each site by the Division of Land Resources or a delegated local government program. The NPDES Construction Stormwater permit (NCG010000) is attached to Erosion and Sedimentation Control Plan approvals. The permittee is responsible for abiding by the conditions of both of these documents.

The Sedimentation Pollution Control Act of 1973 places a duty upon the Sedimentation Control Commission to “develop recommended methods of control of sedimentation and prepare and make available for distribution publications and other materials dealing with sedimentation control techniques appropriate for use by persons engaged in land-disturbing activities.” The Sedimentation Control Commission and the Division of Land Resources have adopted the North Carolina Erosion and Sediment Control Planning and Design Manual as the document to provide that guidance for use at all constructions sites in the state. The individual Erosion and Sedimentation Control Plans are developed based on this guidance and become a condition of the Division of Water Quality’s Construction Stormwater General Permit. As provided in this permit, “deviation from the approved E&SC Plan, or approved amendment to that plan, shall constitute a violation of the terms and conditions of this general permit.”

SECTION II
STORMWATER POLLUTION PREVENTION REQUIREMENTS

The State construction-related stormwater pollution prevention program provides for: (a) identification of the potential sources of stormwater pollution at the individual construction site; (b) description of the stormwater control measures to reduce or eliminate pollutants in stormwater discharges from the construction site; and (c) identification of the procedures the operator will implement to comply with the terms and conditions of this general permit and the Erosion and Sedimentation Control Plan (E&SC Plan). In North Carolina, the approved Erosion and Sedimentation Control Plan for the site, and the NCG01 Construction General Permit are considered the Stormwater Pollution Prevention Plan (SWPPP) for that site. These two documents, and any specifically-added water quality conditions for that site, contain the provisions necessary to meet the federal regulatory requirements of the NPDES program including provisions implementing the Effluent Limitations Guidelines effective at the time of this permit.

SECTION II.A. - STORMWATER POLLUTION PREVENTION REQUIREMENTS IN THE EROSION AND SEDIMENTATION CONTROL PLAN

The Erosion and Sedimentation Control program is mandated and funded according to state statutes. The majority of the technology-based requirements needed to satisfy the federal stormwater pollution prevention specifications are addressed in the approved E&SC Plan. Each applicant for an E&SC Plan approval is required to comply with a "checklist" of over 50 site-specific conditions*. The categories of these conditions include:

1) location information,
2) site features,
3) control measures,
4) drainage features,
5) stormwater calculations,
6) stabilization,
7) ownership information and
8) construction sequencing.
SECTION II.B - STORMWATER POLLUTION PREVENTION REQUIREMENTS IN THE NC CONSTRUCTION GENERAL PERMIT

In addition to the stormwater pollution prevention controls found in the E&SC Plan, this Construction General Permit contains additional conditions that must be met in order to comply with the NPDES program requirements. They are as follows:

1) Construction Site Pollutants
Permittee must manage activities on the site such that water quality standards are not violated from site activities or allowed discharges. In addition to storm pollution from sediment discharge, other activities on construction and development sites can result in pollutants reaching the state’s waters. EPA has prepared guidance documents that provide best management practices that address many activities. See http://cfpub.epa.gov/nepis/stormwater/menuofhtml/index.cfm?action=min_measures&min_measure_id=6

The following activities, and others on a site-specific basis, require oversight throughout the construction and development process to assure that all water quality standards are protected:

a) Equipment Operation and Maintenance - Equipment utilized during the construction activity on a site must be operated and maintained in such a manner as to prevent the potential or actual pollution of the surface or ground waters of the state. Fuels, lubricants, coolants, and hydraulic fluids, or any other petroleum products, shall not be discharged onto the ground or into surface waters. Spent fluids shall be cleaned up and disposed of in a manner so as not to enter the waters, surface or ground, of the state and in accordance with applicable state and federal regulations.

b) Material Handling - Herbicide, pesticide, and fertilizer usage during the construction activity shall be consistent with the Federal Insecticide, Fungicide, and Rodenticide Act and shall be in accordance with label restrictions.

c) Building Material Waste Handling
   i) All wastes composed of building materials shall be disposed of in accordance with North Carolina General Statutes, Chapter 130A, Article 9 - Solid Waste Management, and rules governing the disposal of solid waste (North Carolina Administrative Code Section 15A NCAC 13B).
   ii) Locate areas dedicated for management of land clearing and demolition debris, construction and domestic waste, and hazardous or toxic waste. This location shall be at least 50 feet away from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available.
   iii) Dumping of paint and other liquid building material wastes in storm drains is prohibited.
   iv) Litter and Sanitary Waste - The permittee shall control the management and disposal of litter and sanitary waste from the site.

d) Location of Stock Piles - Locate earthen-material stock pile areas at least 50 feet away from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available.

c) Handling of Concrete
   i) Concrete materials onsite, including excess concrete, must be controlled and managed to avoid contact with surface waters, wetlands or buffers. No concrete or cement slurry shall be discharged from the site. (Note that discharges from onsite concrete plants require coverage under a separate NPDES permit – NCG140000.)
   ii) Any hardened concrete residue will be disposed of, or recycled on site, in accordance with local and state solid waste regulations.
2) Ground Stabilization
a) Soil stabilization shall be achieved on any area of a site where land-disturbing activities have temporarily or permanently ceased according to the following schedule:
   i) All perimeter dikes, swales, ditches, perimeter slopes and all slopes steeper than 3 horizontal to 1 vertical (3:1) shall be provided temporary or permanent stabilization with ground cover as soon as practicable but in any event within 7 calendar days from the last land-disturbing activity.
   ii) All other disturbed areas shall be provided temporary or permanent stabilization with ground cover as soon as practicable but in any event within 14 calendar days from the last land-disturbing activity.

b) Conditions - In meeting the stabilization requirements above, the following conditions or exemptions shall apply:
   i) Extensions of time may be approved by the permitting authority based on weather or other site-specific conditions that make compliance impracticable.
   ii) All slopes 50’ in length or greater shall apply the ground cover within 7 days except when the slope is flatter than 4:1. Slopes less than 50’ shall apply ground cover within 14 days except when slopes are steeper than 3:1, the 7 day requirement applies.
   iii) Any sloped area flatter than 4:1 shall be exempt from the 7-day ground cover requirement.
   iv) Slopes 10’ or less in length shall be exempt from the 7-day ground cover requirement except when the slope is steeper than 2:1.
   v) Although stabilization is usually specified as ground cover, other methods, such as chemical stabilization, may be allowed on a case-by-case basis.
   vi) For portions of projects within the Sediment Control Commission-Defined “High Quality Water Zone” (15A NCAC 04A. 0105), stabilization with ground cover shall be achieved as soon as practicable but in any event on all areas of the site within 7 calendar days from the last land-disturbing act.
   vii) Portions of a site that are lower in elevation than adjacent discharges locations and are not expected to discharge during construction may be exempt from the temporary ground cover requirements if identified on the approved E&SC Plan or added by the permitting authority.

3) Self Inspection and Reporting Requirements
Minimum self inspection and reporting requirements are as follows unless otherwise approved in writing by the Division of Water Quality.
a) A rain gauge shall be maintained in good working order on the site unless another rain-monitoring device has been approved by the Division of Water Quality.
b) A written record of the daily rainfall amounts shall be retained and all records shall be made available to Division of Water Quality or authorized agent upon request. If no daily rain gauge observations are made during weekends or holiday periods, and no individual-day rainfall information is available, the cumulative rain measurement for those un-attended days will determine if a site inspection is needed. (Note: if no rainfall occurred, the permittee must record “zero”).
c) Erosion and sedimentation control measures shall be inspected to ensure that they are operating correctly. Inspection records must be maintained for each inspection event and for each measure. At a minimum, inspection of measures must occur at the frequency indicated below:
   i) All erosion and sedimentation control measures must be inspected by or under the direction of the permittee at least once every seven calendar days.
   ii) All erosion and sediment control measures must be inspected by or under the direction of the permittee within 24 hours after any storm event of greater than 0.50 inches of rain per 24 hour period.
d) Once land disturbance has begun on the site, stormwater runoff discharge outfalls shall be inspected by observation for erosion, sedimentation and other stormwater discharge characteristics such as clarity, floating solids, and oil sheens. Inspections of the outfalls shall be made at least once every seven calendar days and within 24 hours after any storm event of greater than 0.50 inches of rain per 24 hour period.
e) Inspections are only required to be made during normal business hours. When adverse weather conditions would cause the safety of the inspection personnel to be in jeopardy, the inspection can be delayed until it is deemed safe to perform these duties. (Times when inspections were delayed because of safety issues should be noted in the Inspection Record.) If the inspection cannot be done on that day, it must be completed on the following business day.
f) Twenty-four Hour Reporting for visible sediment deposition
i) The permittee shall report to the Division of Water Quality central office or the appropriate regional office any visible sediment being deposited in any stream or wetland or any noncompliance which may endanger health or the environment. (See Section VIII of this permit for contact information.) Any information shall be provided orally or electronically within 24 hours from the time the permittee became aware of the circumstances.
ii) A written submission shall be provided to the appropriate regional office of the Division of Water Quality within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the sediment deposition and actions taken to address the cause of the deposition. The Division of Water Quality staff may waive the requirement for a written report on a case-by-case basis.
g) Records of inspections made during the previous 30 days shall remain on the site and available for agency inspectors at all times during normal working hours, unless the Division of Water Quality provides a site-specific exemption based on unique site conditions that make this requirement not practical. Older records must be maintained for a period of three years after project completion and made available upon request. The records must include the details of each inspection including observations, and actions taken in accordance with this permit. The permittee shall record the required rainfall and monitoring observations on the Inspection Record form provided by the Division or a similar inspection form that is inclusive of all of the elements contained in the Division's form. Use of electronically-available records, in lieu of the required paper copies for inspection will be allowed if shown to provide equal access and utility as the hard-copy records.
h) Inspection records must include, at a minimum, the following:
i) Control Measure Inspections: Inspection records must include at a minimum: 1) identification of the measures inspected, 2) date and time of the inspection, 3) name of the person performing the inspection, 4) indication of whether the measures were operating properly, 5) description of maintenance needs for the measure, 6) corrective actions taken (7) date of actions taken, as well as the date and amounts of rainfall received.
ii) Stormwater Discharge Inspections: Inspection records must include at a minimum: 1) identification of the discharge outfall inspected, 2) date and time of the inspection, 3) name of the person performing the inspection, 4) evidence of indicators of stormwater pollution such as oil sheen, floating or suspended solids or discoloration, 5) indication of visible sediment leaving the site, 6) actions taken to correct/prevent sedimentation and 7) date of actions taken.
iii) Visible Sedimentation Found Outside the Site Limits: Inspection records must include: 1) an explanation as to the actions taken to control future releases, 2) actions taken to clean up or stabilize the sediment that has left the site limits and 3) the date of actions taken.
iv) Visible Sedimentation Found in Streams or Wetlands: All inspections should include evaluation of streams or wetlands onsite or offsite (where accessible) to determine if visible sedimentation has occurred.
i) Visible Stream Turbidity - If the discharge from a site results in an increase in visible stream turbidity, inspection records must record that evidence and actions taken to reduce sediment contributions. Sites discharging to streams named on the state's 303(d) list as impaired for sediment-related causes may be required to perform additional monitoring, inspections or
application of more-stringent management practices if it is determined that the additional requirements are needed to assure compliance with the federal or state impaired-waters conditions. If a discharge covered by this permit enters a stream segment that is listed on the Impaired Stream List for sediment-related causes, and a Total Maximum Daily Load (TMDL) has been prepared for those pollutants, the permittee must implement measures to ensure that the discharge of pollutants from the site is consistent with the assumptions and meets the requirements of the approved TMDL. The Division of Water Quality 303(d) list can be found at: http://h2o.cnrs.state.nc.us/tmdl/General_303d.htm.

4.) Sediment Basins
Sediment basins and traps shall meet the following requirements:

a) Outlet structures shall be utilized that withdraw water from the surface.
b) For basins or traps that have a drainage area of less than 1.0 acre, draw-down designs specified in the Division of Land Resources or delegated local program requirements are acceptable.
c) Chemical treatment

i) All treatment chemicals must be stored in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures designed to protect adjacent surface waters.
ii) All treatment chemicals must be used in accordance with dosing specifications and application rates provided by the manufacturer, supplier and as specified by the Division of Water Quality.
iii) The Permittee must only use chemicals that have been approved by the NC Division of Water Quality and posted on their “North Carolina Division of Water Quality Approved PAMS/Flocculants List” found on their web site at: http://portal.ncdwm.org/web/wq/ws/su.
iv) The Permittee must route stormwater treated with polymers, flocculants, or other treatment chemicals through sediment trapping, filtering, and/or settling devices(s) to ensure adequate removal of sediment flocculent prior to discharge to surface waters.
d) Discharge requirement - Discharges must meet the statutory requirements of the Sediment Pollution Control Act and utilize the provisions of Section 6.74 of the Erosion and Sediment Control Planning and Design Manual to assure that buffers and vegetated areas will be used to reduce the potential for visible sediment outside of the 25% buffer zone nearest the land-disturbing activity.

5.) Discharges to Special or Threatened Waters

a) Disturbed areas within one mile of and draining to waters where federally-listed threatened or endangered aquatic species are present shall be limited at any time to a maximum total area within the boundaries of the tract of 20 acres. These projects shall also use control measures that are designed, installed and maintained in accordance with criteria set forth in 15A NCAC 04B 0124 - Design Standards in Sensitive Watersheds. The Division of Water Quality may require additional/alternative protection measures or require coverage under an individual Construction NPDES Stormwater permit. Other management practices may be acceptable if these designs are shown by the applicant, to the satisfaction of the Director, to provide equivalent protection.

b) Construction activities in High Quality Waters Zones require quicker ground stabilization provisions as specified in Section II.B.2.b. of the permit.

SECTION III
FRAMEWORK OF PERMIT COVERAGE

During the period beginning on the effective date of the permit and lasting until expiration, the Permittee is authorized to discharge stormwater associated with construction activity including clearing, grading and excavation activities resulting in the disturbance of land and related support activities. Such discharges shall be controlled, limited and monitored as specified in this permit.

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1) Continuation of Previously Permitted Projects - Projects and their corresponding activities permitted under the previous version of the NC general permit for construction activities will continue to be valid with the previous permit conditions and will be considered covered under this general permit.

2) Projects submitted prior to the effective date of the permit - Complete project applications that were received prior to the effective date of this permit, but not approved by the permitting authority until after approval of this NPDES permit, can rely on design and management practices effective at the time of application submittal.

3) Implementation of the Erosion and Sedimentation Control Plan (E&SC Plan):
   a) The Permittee must implement and follow the E&SC Plan, which has been approved by the Division of Land Resources or local delegated program. The approved E&SC Plan is considered a condition of this general permit.
   b) Deviation from the approved E&SC Plan, or approved amendment, shall constitute a violation of the terms and conditions of this general permit except that deviation from the approved plan will be allowed:
      i) to correct an emergency situation where sediments are being discharged off the site, or,
      ii) when minor modifications have been made that result in an alteration or relocation of an erosion or sedimentation control measure and does not affect the ability of the measure to perform as intended.
   c) Allowed deviations must be noted on the approved E&SC Plan and maintained at the job site.
   d) Prior to the commencement of any land disturbance onsite, and during the construction activities, a copy of the approved E&SC Plan and this NPDES construction permit shall be maintained on the site. These documents must be kept current and up to date.

4) BMPs and Control Measures - Consistent with the provisions contained in this permit and the E&SC Plan, the permittee must select, install, implement and maintain best management practices (BMPs) and control measures that minimize pollutants in the discharge to meet the requirements of this permit.

5) Additional Action - If there is evidence indicating that the stormwater discharges from the site are impacting or have the potential to impact surface waters or wetlands, the Division of Water Quality may take appropriate actions including any or all of the following:
   a) take compliance and enforcement action;
   b) require the permittee to include and implement appropriate control and restoration measures;
   c) require the permittee to develop and implement additional site-specific stormwater pollution prevention measures;
   d) require the permittee to obtain an individual permit.

6) When an Individual Permit may be Required - The Director may require any owner/operator authorized to discharge under a certificate of coverage issued pursuant to this general permit to apply for and obtain an individual permit or a general permit with additional conditions. Any interested person may petition the Director to require an individual permit pursuant to 15A NCAC 2H .0127. Cases where an individual permit may be required include, but are not limited to, the following:
   a) The receiving stream is of a unique quality and the standard conditions may not provide adequate protection;
   b) The discharger is a significant contributor of pollutants;
   c) Conditions at the permitted site change, altering the constituents and/or characteristics of the discharge such that the discharge no longer qualifies for a General Permit.

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d) A change has occurred in the availability of demonstrated technology or practices for the control or abatement of pollutants applicable to the point source;

e) The discharge violates the terms or conditions of this general permit;

f) Effluent limitations are promulgated for the point sources covered by this general permit;

g) A Water Quality Management Plan containing requirements applicable to such point sources is approved after the issuance of this general permit.

7) When an Individual Permit may be Requested - Any permittee operating under this general permit may request to be excluded from the coverage of this general permit by applying for an individual permit. When an individual permit is issued to an owner/operator the applicability of this general permit is automatically terminated on the effective date of the individual permit.

SECTION IV
OPERATION AND MAINTENANCE OF POLLUTION CONTROLS

1) Proper Operation and Maintenance - The permittee shall at all times properly operate and maintain all control measures and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this general permit.

2) Need to Halt or Reduce not a Defense - It shall not be a defense for a permittee in an enforcement action that it was necessary to halt or reduce the permitted activity in order to maintain compliance with the condition of this general permit.

3) Bypassing of Stormwater Control Facilities
   a) Bypass Not Exceeding Limitations.
      The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation or as part of a planned action specified in the approved Erosion and Sedimentation Control Permit. These bypasses are not subject to the provisions of Paragraphs b. and c. of this section.
   b) Notice
      i) Anticipated bypass - If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten days before the date of the bypass; including an evaluation of the anticipated quality and effect of the bypass.
      ii) Unanticipated bypass - The permittee shall submit notice to the Division contact (See Section VIII) within 24 hours of the occurrence of an unanticipated bypass.
   c) Prohibition of Bypass
      Bypass is prohibited and the Director may take enforcement action against a permittee for bypass, unless:
      i) Bypass was unavoidable to prevent loss of life, personal injury or severe property damage;
      ii) There were no feasible alternatives to the bypass, such as the use of auxiliary control facilities, retention of stormwater or maintenance during normal periods of equipment downtime or dry weather. This condition is not satisfied if adequate backup controls should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
      iii) The permittee submitted notices as required under Paragraph b. of this section.
   d) The Director may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three conditions listed above in Paragraph c. of this section.

4) Upsets
   a) Definition - "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment or control facilities,
inadequate treatment or control facilities, lack of preventive maintenance, or careless or improper operation.

b) Effect of an Upset - An upset constitutes an affirmative defense to an action brought for noncompliance with technology-based permit effluent limitations if the requirements of paragraph c. of this condition are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.

c) Conditions Necessary for a Demonstration of Upset - A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
   i) An upset occurred and that the permittee can identify the cause(s) of the upset;
   ii) The permitted facility was at the time being properly operated;
   iii) The permittee submitted notice of the upset as required in this general permit, and,
   iv) The permittee complied with any remedial measures required in this general permit.

d) Burden of Proof - In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.

5) Inspection and Entry - The permittee shall allow the Director or an authorized representative (including an authorized contractor acting as a representative of the Director), upon the presentation of credentials and other documents as may be required by law, to:
   a) Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this general permit;
   b) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this general permit;
   c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this general permit; and
   d) Sample or monitor at reasonable times, for the purposes of assuring general permit compliance or as otherwise authorized by the Clean Water Act, any substances or parameters at any location.

SECTION V
PERMIT ADMINISTRATION AND COMPLIANCE ISSUES

1) Time of compliance - Erosion and sedimentation control measures shall be maintained, and self-monitoring shall continue, after the completion of construction and development until the establishment of permanent ground cover sufficient to restrain erosion or until the financially responsible party has conveyed ownership or control of the tract of land for which the erosion and sedimentation control plan has been approved and the agency that approved the plan has been notified. If the financially responsible party has conveyed ownership or control of the tract of land for which the Erosion and Sedimentation Control Plan has been approved, the new owner or person in control shall conduct and document self-monitoring until the establishment of permanent ground cover sufficient to restrain erosion.

Upon establishment of permanent ground cover sufficient to restrain erosion, the permittee shall request an inspection by the permitting authority to verify the adequacy of the ground cover. Coverage under the permit shall end when a Sedimentation Inspection Report is issued documenting the final stabilization of the site with adequate permanent ground cover. The signed Sedimentation Inspection Report shall serve as a notice of termination.

2) Operation efficiency - During construction and until the completion of construction or development and the establishment of permanent stabilization, the permittee shall provide the operation and maintenance necessary to operate the storm water control measures and all erosion and sedimentation control measures at optimum efficiency.

3) Corrective action - If inspections required by this permit identify a need for maintenance of control measures, modifications or additions to control measures, or corrective actions to control sediment...
or other pollutants these actions must be performed as soon as possible and before the next storm
event to maintain the effectiveness of the control measures.

4) **Duty to Comply** - The permittee must comply with all conditions of this general permit. Any permit noncompliance constitutes a violation of the Clean Water Act and is grounds for enforcement action; certificate of coverage termination, revocation and reissuance, or modification; or denial of a certificate of coverage upon renewal application.

a) The permittee shall comply with effluent standards or prohibitions established under section 307(a) of the Clean Water Act for toxic pollutants and with standards for sewage sludge use or disposal established under section 405(d) of the CWA within the time provided in the regulations that establish these standards or prohibitions or standards for sewage sludge use or disposal, even if the permit has not yet been modified to incorporate the requirement.

b) The Clean Water Act provides that any person who violates section 301, 302, 306, 307, 308, 318 or 405 of the Act, or any permit condition or limitation implementing any such sections in a permit issued under section 402, or any requirement imposed in a pretreatment program approved under sections 402(a)(3) or 402(b)(8) of the Act, is subject to a civil penalty not to exceed $27,000 per day for each violation. The Clean Water Act provides that any person who negligently violates sections 301, 302, 306, 307, 308, 318, or 405 of the Act, or any condition or limitation implementing any of such sections in a permit issued under section 402 of the Act, or any requirement imposed in a pretreatment program approved under section 402(a)(3) or 402(b)(8) of the Act, is subject to criminal penalties of $2,500 to $25,000 per day of violation, or imprisonment of not more than 1 year, or both. In the case of a second or subsequent conviction for a negligent violation, a person shall be subject to criminal penalties of not more than $50,000 per day of violation, or by imprisonment of not more than 2 years, or both. Any person who knowingly violates such sections, or such conditions or limitations is subject to criminal penalties of $5,000 to $50,000 per day of violation, or imprisonment for not more than 3 years, or both. In the case of a second or subsequent conviction for a knowing violation, a person shall be subject to criminal penalties of not more than $100,000 per day of violation, or imprisonment of not more than 6 years, or both. Any person who knowingly violates section 301, 302, 303, 306, 307, 308, 318 or 405 of the Act, or any permit condition or limitation implementing any of such sections in a permit issued under section 402 of the Act, and who knows at that time that he thereby places another person in imminent danger of death or serious bodily injury, shall, upon conviction, be subject to a fine of not more than $250,000 or imprisonment of not more than 15 years, or both. In the case of a second or subsequent conviction for a knowing endangerment violation, a person shall be subject to a fine of not more than $500,000 or by imprisonment of not more than 30 years, or both. An organization, as defined in section 309(c)(1)(B)(ii) of the CWA, shall, upon conviction of violating the imminent danger provision, be subject to a fine of not more than $1,000,000 and can be fined up to $2,000,000 for second or subsequent convictions.

c) Under state law, a daily civil penalty of not more than twenty-five thousand dollars ($25,000) per violation may be assessed against any person who violates or fails to act in accordance with the terms, conditions, or requirements of a permit. [Ref: NC General Statute 143-215.6A].

d) Any person may be assessed an administrative penalty by the Administrator of the U.S. Environmental Protection Agency for violating section 301, 302, 306, 307, 308, 318 or 405 of the Clean Water Act, or any permit condition or limitation implementing any of such sections in a permit issued under section 402 of this Act. Administrative penalties for Class I violations are not to exceed $16,000 per violation, with the maximum amount of any Class I penalty assessed not to exceed $37,500. Penalties for Class II violations are not to exceed $16,000 per day for each day during which the violation continues, with the maximum amount of any Class II penalty not to exceed $177,500.

5) **Duty to Mitigate** - The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this general permit that has a reasonable likelihood of adversely affecting human health or the environment.
6) Civil and Criminal Liability - Except as provided in Section IV.3. of this permit regarding bypassing of stormwater control facilities, nothing in this general permit shall be construed to relieve the permittee from any responsibilities, liabilities, or penalties for noncompliance pursuant to NCGS 143-215.3, 143-215.6A, 143-215.6B, 143-215.6C or Section 309 of the Federal Act, 33 USC 1319. Furthermore, the permittee is responsible for consequential damages, such as fish kills, even though the responsibility for effective compliance may be temporarily suspended.

7) Oil and Hazardous Substance Liability - Nothing in this general permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject to under NCGS 143-215.75 et seq. or Section 311 of the Federal Act, 33 USC 1321. Furthermore, the permittee is responsible for consequential damages, such as fish kills, even though the responsibility for effective compliance may be temporarily suspended.

8) Property Rights - The issuance of this general permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.

9) Severability - The provisions of this general permit are severable, and if any provision of this general permit, or the application of any provision of this general permit to any circumstances, is held invalid, the application of such provision to other circumstances, and the remainder of this general permit, shall not be affected thereby.

10) Duty to Provide Information - The permittee shall furnish to the Director, within a reasonable time, any information which the Director may request to determine whether cause exists for modifying, revoking and reissuing, or terminating the certificate of coverage issued pursuant to this general permit or to determine compliance with this general permit. The permittee shall also furnish to the Director upon request, copies of records required to be kept by this general permit.

11) Signatory Requirements

a) All applications, reports, or information submitted to the Director shall be signed and certified as follows:

   i) For a corporation: by a responsible corporate officer. For the purpose of this Section, a responsible corporate officer means: (a) a president, secretary, treasurer or vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation, or (b) the manager of one or more manufacturing production or operating facilities provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

   ii) For a partnership or sole proprietorship: by a general partner or the proprietor, respectively;

   iii) For a municipality, State, Federal, or other public agency: by either a principal executive officer or ranking elected official.

b) All reports required by the general permit and other information requested by the Director shall be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:

   i) The authorization is made in writing by a person described above;

   ii) The authorization specified either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of plant manager, operator of a well or well field, superintendent, a position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the
company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position); and

iii) The written authorization is submitted to the Director.

c) Any person signing a document under paragraphs a. or b. of this section shall make the following certification:

“I certify, under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowingly violating.”

12) Penalties for Tampering - The Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate, any monitoring device or method required to be maintained under this general permit shall, upon conviction, be punished by a fine of not more than $10,000 per violation, or by imprisonment for not more than two years per violation, or by both. If a conviction of a person is for a violation committed after a first conviction of such person under this paragraph, punishment is a fine of not more than $20,000 per day of violation, or by imprisonment of not more than 4 years, or both.

13) General Permit Modification, Revocation and Reissuance, or Termination - The issuance of this general permit does not prohibit the Director from reopening and modifying the general permit, revoking and reissuing the general permit, or terminating the general permit as allowed by the laws, rules, and regulations contained in Title 40, Code of Federal Regulations, Parts 122 and 123; Title 15A of the North Carolina Administrative Code, Subchapter 2H.0100; and North Carolina General Statute 143-215.1 et seq.

14) Availability of Reports - Except for data determined to be confidential under NCGS 143-215.2(a)(2) or Section 308 of the Federal Act, 33 USC 1318, all reports prepared in accordance with the terms shall be available for public inspection at the offices of the Division of Water Quality. As required by the Act, discharge data shall not be considered confidential. Knowingly making any false statement on any such report may result in the imposition of criminal penalties as provided for in NCGS 143-215.6B or in Section 309 of the Federal Act.

15) Penalties for Falsification of Reports - The Clean Water Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this general permit, including monitoring reports or reports of compliance or noncompliance shall, upon conviction, be punished by a fine of not more than $10,000 per violation, or by imprisonment for not more than two years per violation, or by both.

16) Anticipated Noncompliance - The permittee shall give advance notice to the Director of any anticipated changes in the permitted facility or activity that may result in noncompliance with the general permit requirements.

17) Other Information - Where the permittee becomes aware that it failed to submit any relevant facts in any report to the Director, it shall promptly submit such facts or information.

18) Limitations Reopeners - This general permit shall be modified or alternatively, revoked and reissued, to comply with any applicable effluent guideline or water quality standard issued or approved under Sections 304(b) (2) (c), and (d), 304(b) (2) and 307(a) of the Clean Water Act, if the effluent guideline or water quality standard so issued or approved:

a) contains different conditions or is otherwise more stringent than any effluent limitation in the general permit; or
b) controls any pollutant not limited in the general permit.

The general permit as modified or reissued under this paragraph shall also contain any other requirements in the Act then applicable.
SECTION VI
DISCHARGE MONITORING AND TURBIDITY LIMITATIONS

This General Permit does not include requirements for numeric limits for discharges from construction sites. However, the next reissuance of this North Carolina Construction General Permit (NCG 01) is scheduled for five years from the date of approval of this permit and will contain effluent limitations as required in Subpart B-Construction and Development Effluent Guidelines of Part 450 of the Code of Federal Regulations.

SECTION VII
DEFINITIONS

1) Act or “the Act” or CWA - The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC 1251, et. seq.

2) Best Management Practices (BMPs) - Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. BMPs also include treatment requirements, operation procedures, and management practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

3) Bypass - The intentional diversion of stormwater from any portion of a stormwater control facility.

4) Control Measures - Refers to any BMP or other structural or non-structural practices and procedures used to prevent or reduce the discharge of pollutants including practices to control erosion and sedimentation.

5) Director - The Director of the Division of Water Quality.

6) Division - The Division of Water Quality, Department of Environment, and Natural Resources.

7) EMC - The North Carolina Environmental Management Commission.

8) Erosion and Sedimentation Control Plan - A plan developed in compliance with the North Carolina Sediment Pollution Control Act of 1973 to prevent the erosion and deposition of sediment and other materials into the waters of the State from construction or other land disturbing activities that disturb one or more acres of land. Each plan must be approved by the NC Sedimentation Control Commission or a program delegated by the Commission to a local government.

9) Ground cover - Any vegetative growth or other material which, when applied to the soil surface, renders the soil surface stable against accelerated erosion.

10) Normal Business Hours - These are generally considered to be between the hours of 8 a.m. and 6 p.m., or when workers are normally present on the construction site. Weekends and federal holidays are not considered normal business hours unless construction activities are taking place on the site during those times.

11) Permitting Authority - The permitting authority is the agency that issues the permit. The Division of Water Quality is the delegated NPDES permitting authority and issues this permit. However, some erosion and sedimentation control activities are performed by Division of Land Resources or the locally-delegated programs. Other activities may be shared by the two divisions and the local programs. The Land Quality Section of the Division of Land Resources and the Surface Water Protection Section of the Division of Water Quality maintain a Memorandum of Understanding that specifies specific roles of the two divisions and the local programs and will be used to assign specific control and oversight activities between the agencies.

12) Permanently Cease - When all or part of the land disturbing activity is complete and no additional alteration or disturbance of the land surface is planned prior to final stabilization.

13) Permanent Stabilization - When all soil disturbing activity is completed and exposed soils have been stabilized with a vegetative cover with a density of at least 80% or covered with a structural stabilization method. Permanent perennial vegetation may include the use of sod, shrubs and ground cover plants mixed with mulching, aggregate or other landscaping techniques. Structural methods include concrete, asphalt, retaining wall or other stabilization techniques.

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14) Permittee - The person, firm or organizational entity that signed as the financially responsible party on the Erosion and Sedimentation Control Plan.

15) Point Source Discharge - Any discernible, confined and discrete conveyance, including but specifically not limited to, any pipe, ditch, channel, tunnel, conduit, discrete fissure, or container from which pollutants are or may be discharged to waters of the state.

16) Soil Stabilization - The use of vegetative, physical or chemical coverage techniques that will restrain accelerated erosion on disturbed soils for temporary or permanent control needs.

17) Stormwater Pollution Prevention Plan (SWPPP) - The elements of the State's stormwater pollution prevention program that provide the technology-based requirements designed to protect the state's waters from the adverse impacts of sediments. In North Carolina, the combination of the NCG01 Construction General and the Erosion and Sedimentation Control Plan are considered the SWPPP. It should be noted that on sites that involve multiple or complex sources of pollution, the Division may require additional control measures as needed to assure that water quality is protected and these additional measures will also be considered part of the SWPPP.

18) Temporarily Cease - When all or part of the site that is and will remain un-worked for a period of days but where site land disturbing activity is not complete and additional land disturbing activity is planned.

19) Temporary Stabilization - When the establishment of ground cover over all disturbed areas (such as mulching, rolled erosion control products, vegetation, or other material) renders the surface stable against accelerated erosion. Stabilization shall be achieved with the establishment of a uniform and evenly-distributed (i.e., without large bare areas) ground cover with a cover density of at least 80%.

20) Severe property damage - Substantial physical damage to property, damage to the control measures that cause them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

SECTION VIII
NC DIVISION OF WATER QUALITY CONTACTS

**Asheville Regional Office**
2090 U.S. Highway 70
Swannanoa, NC 28778
828/296-4500
FAX 828/299-7043

**Fayetteville Regional Office**
Systel Building,
225 Green St., Suite 714
Fayetteville, NC 28301-5094
910/433-3300
FAX 910/486-0707

**Mooresville Regional Office**
610 East Center Ave.
Mooresville, NC 28115
704/663-1699
FAX 704/663-6040

**Winston-Salem Regional Office**
585 Waughtown Street
Winston-Salem, NC 27117
336/771-5000
FAX 336/771-4630

**Washington Regional Office**
943 Washington Square Mall
Washington, NC 27889
252/946-6481
FAX 252/975-3716

**Wilmington Regional Office**
127 Cardinal Drive Extension
Wilmington, NC 28405
910/796-7215
FAX 910/350-2004

**Raleigh Regional Office**
3800 Barrett Drive
Raleigh, NC 27609
919/791-4200
FAX 919/571-4718

Raleigh Regional Office
Mail to:
1628 Mail Service Center
Raleigh, NC 27699-1628

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# INSPECTION RECORD

**FOR ACTIVITIES UNDER STORMWATER GENERAL PERMIT NCG010000**

_(12/29/09)_

**PROJECT:**

**MONITORING FOR THE WEEK BEGINNING:**

<table>
<thead>
<tr>
<th>Day or Date:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Rainfall Amount (inches):</td>
<td></td>
</tr>
<tr>
<td>Initials:</td>
<td></td>
</tr>
</tbody>
</table>

**RAINFALL:** A rain gauge shall be maintained onsite and a record of the daily rainfall amounts shall be kept.

**ASSESSMENT OF CONTROL MEASURES:** All control measures must be inspected at least once per seven calendar days and within 24 hours after any storm event of greater than 0.5 inches of rain per 24 hour period.

<table>
<thead>
<tr>
<th>Measure Identification (i.e., silt fence, sediment pond, sediment trap, ground cover)</th>
<th>Date of Inspection</th>
<th>Initials of Inspector</th>
<th>Operating Properly (Y/N)</th>
<th>Corrective Actions Taken</th>
<th>Date Corrective Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**STORMWATER DISCHARGE OUTFALLS:** All stormwater discharge outfalls must be inspected at least once per seven calendar days and within 24 hours after any storm event of greater than 0.5 inches of rain per 24 hour period.

<table>
<thead>
<tr>
<th>Stormwater Discharge Outfall Identification</th>
<th>Date of Inspection</th>
<th>Initials of Inspector</th>
<th>Is Erosion Seen Near Outfall? (Y/N)</th>
<th>Describe evidence of other pollutants discharging from the site such as oil sheen, discoloration, cement wastes, sanitary waste, fertilizers, or fuel or material storage leakage.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**VISIBLE SEDIMENTATION AND/OR STREAM TURBIDITY:** Record corrective actions taken in "ASSESSMENT OF CONTROL MEASURES" above.

- Is there any visible sediment deposited in a stream, wetland or buffer? Yes ____ No ____ Date(s) _______ DWQ contacted? _______
- Is there any visible sediment deposited on adjacent property(ies)? Yes ____ No ____ Date(s) _______
- Is there any visible increase in stream clarity (increased turbidity-cloudy) because of a discharge? Yes ____ No ____ Date(s) _______

Has all land disturbing activity been completed? (Y/N) _______ Has the final permanent ground cover been completed & established? (Y/N) _______

By this signature, I certify, in accordance with Part II Sec. B(10) of the NCG010000 permit, that this report is accurate and complete to the best of my knowledge.

Signature of Permittee or Designee: __________________________ Date: ____________

* For a digital copy of this form and other information about the Construction General Permit, see: [http://portal.ncdenr.org/web/wqg/wsa/su/construction](http://portal.ncdenr.org/web/wqg/wsa/su/construction)
STANDARD SPECIAL PROVISIONS

NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY
(5-17-11)

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
GROUT PRODUCTION AND DELIVERY:
(3-17-15) 1003 SP10 R20

Revise the 2012 Standard Specifications as follows:

Replace Section 1003 with the following:

SECTION 1003
GROUT PRODUCTION AND DELIVERY

1003-1 DESCRIPTION

This section addresses cement grout to be used for structures, foundations, retaining walls, concrete barriers, embankments, pavements and other applications in accordance with the contract. Produce non-metallic grout composed of Portland cement and water and at the Contractor’s option or as required, aggregate and pozzolans. Include chemical admixtures as required or needed. Provide sand cement or neat cement grout as required. Define “sand cement grout” as grout with only fine aggregate and “neat cement grout” as grout without aggregate.

The types of grout with their typical uses are as shown below:

**Type 1** – A cement grout with only a 3-day strength requirement and a fluid consistency that is typically used for filling subsurface voids.

**Type 2** – A nonshrink grout with strength, height change and flow conforming to ASTM C1107 that is typically used for foundations, ground anchors and soil nails.

**Type 3** – A nonshrink grout with high early strength and freeze-thaw durability requirements that is typically used in pile blockouts, grout pockets, shear keys, dowel holes and recesses for concrete barriers and structures.

**Type 4** – A neat cement grout with low strength, a fluid consistency and high fly ash content that is typically used for slab jacking.

**Type 5** – A low slump, low mobility sand cement grout with minimal strength that is typically used for compaction grouting.

1003-2 MATERIALS

Refer to Division 10.

<table>
<thead>
<tr>
<th>Item</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chemical Admixtures</td>
<td>1024-3</td>
</tr>
<tr>
<td>Fine Aggregate</td>
<td>1014-1</td>
</tr>
<tr>
<td>Fly Ash</td>
<td>1024-5</td>
</tr>
<tr>
<td>Ground Granulated Blast Furnace Slag</td>
<td>1024-6</td>
</tr>
<tr>
<td>Portland Cement</td>
<td>1024-1</td>
</tr>
<tr>
<td>Silica Fume</td>
<td>1024-7</td>
</tr>
<tr>
<td>Water</td>
<td>1024-4</td>
</tr>
</tbody>
</table>
Do not use grout that contains soluble chlorides or more than 1% soluble sulfate. At the Contractor’s option, use an approved packaged grout instead of the materials above except for water. Use packaged grouts that are on the NCDOT Approved Products List.

Use admixtures for grout that are on the NCDOT Approved Products List or other admixtures in accordance with Subarticle 1024-3(E) except do not use concrete additives or unclassified or other admixtures in Type 4 or 5 grout. Use Class F fly ash for Type 4 grout and Type II Portland cement for Type 5 grout.

Use well graded rounded aggregate with a gradation, liquid limit (LL) and plasticity index (PI) that meet Table 1003-1 for Type 5 grout. Fly ash may be substituted for a portion of the fines in the aggregate. Do not use any other pozzolans in Type 5 grout.

<table>
<thead>
<tr>
<th>Gradation</th>
<th>Percentage Passing (% by weight)</th>
<th>Maximum Liquid Limit</th>
<th>Maximum Plasticity Index</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/8&quot;</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. 4</td>
<td>70 – 95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. 8</td>
<td>50 – 90</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. 16</td>
<td>30 – 80</td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>No. 30</td>
<td>25 – 70</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>No. 50</td>
<td>20 – 50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. 100</td>
<td>15 – 40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. 200</td>
<td>10 – 30</td>
<td>25</td>
<td>10</td>
</tr>
</tbody>
</table>

1003-3 COMPOSITION AND DESIGN

When using an approved packaged grout, a grout mix design submittal is not required. Otherwise, submit proposed grout mix designs for each grout mix to be used in the work. Mixes for all grout shall be designed by a Certified Concrete Mix Design Technician or an Engineer licensed by the State of North Carolina. Mix proportions shall be determined by a testing laboratory approved by the Department. Base grout mix designs on laboratory trial batches that meet Table 1003-2 and this section. With permission, the Contractor may use a quantity of chemical admixture within the range shown on the current list of approved admixtures maintained by the Materials and Tests Unit.

Submit grout mix designs in terms of saturated surface dry weights on Materials and Tests Form 312U at least 35 days before proposed use. Adjust batch proportions to compensate for surface moisture contained in the aggregates at the time of batching. Changes in the saturated surface dry mix proportions will not be permitted unless revised grout mix designs have been submitted to the Engineer and approved.

Accompany Materials and Tests Form 312U with a listing of laboratory test results of compressive strength, density and flow or slump and if applicable, aggregate gradation, durability and height change. List the compressive strength of at least three 2" cubes at the age of 3 and 28 days.
The Engineer will review the grout mix design for compliance with the contract and notify the Contractor as to its acceptability. Do not use a grout mix until written notice has been received. Acceptance of the grout mix design or use of approved packaged grouts does not relieve the Contractor of his responsibility to furnish a product that meets the contract. Upon written request from the Contractor, a grout mix design accepted and used satisfactorily on any Department project may be accepted for use on other projects.

Perform laboratory tests in accordance with the following test procedures:

<table>
<thead>
<tr>
<th>Property</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggregate Gradation&lt;sup&gt;A&lt;/sup&gt;</td>
<td>AASHTO T 27</td>
</tr>
<tr>
<td>Compressive Strength</td>
<td>AASHTO T 106</td>
</tr>
<tr>
<td>Density (Unit Weight)</td>
<td>AASHTO T 121, AASHTO T 133&lt;sup&gt;B&lt;/sup&gt;, ANSI/API RP&lt;sup&gt;C&lt;/sup&gt; 13B-1&lt;sup&gt;B&lt;/sup&gt; (Section 4, Mud Balance)</td>
</tr>
<tr>
<td>Durability</td>
<td>AASHTO T 161&lt;sup&gt;D&lt;/sup&gt;</td>
</tr>
<tr>
<td>Flow</td>
<td>ASTM C939 (Flow Cone)</td>
</tr>
<tr>
<td>Height Change</td>
<td>ASTM C1090&lt;sup&gt;E&lt;/sup&gt;</td>
</tr>
<tr>
<td>Slump</td>
<td>AASHTO T 119</td>
</tr>
</tbody>
</table>

<sup>A</sup> Applicable to grout with aggregate.

<sup>B</sup> Applicable to Neat Cement Grout.

<sup>C</sup> American National Standards Institute/American Petroleum Institute Recommended Practice.

<sup>D</sup> Procedure A (Rapid Freezing and Thawing in Water) required.

<sup>E</sup> Moist room storage required.

1003-4 GROUT REQUIREMENTS

Provide grout types in accordance with the contract. Use grouts with properties that meet Table 1003-2. The compressive strength of the grout will be considered the average compressive strength test results of three 2" cubes at each age. Make cubes that meet AASHTO T 106 from the grout delivered for the work or mixed on-site. Make cubes at such frequencies as the Engineer may determine and cure them in accordance with AASHTO T 106.
TABLE 1003-2
GROUT REQUIREMENTS

<table>
<thead>
<tr>
<th>Type of Grout</th>
<th>Minimum Compressive Strength at 3 days</th>
<th>Minimum Compressive Strength at 28 days</th>
<th>Height Change at 28 days</th>
<th>Flow$^A$/Slump$^B$</th>
<th>Minimum Durability Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3,000 psi</td>
<td>–</td>
<td>–</td>
<td>10 – 30 sec</td>
<td>–</td>
</tr>
<tr>
<td>2</td>
<td>Table 1$^C$</td>
<td>Fluid Consistency$^C$</td>
<td>Per Accepted Grout Mix Design/Approved Packaged Grout</td>
<td>–</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>5,000 psi</td>
<td>0 – 0.2%</td>
<td>Per Accepted Grout Mix Design/Approved Packaged Grout</td>
<td>80</td>
<td></td>
</tr>
<tr>
<td>4$^D$</td>
<td>600 psi</td>
<td>1,500 psi</td>
<td>10 – 26 sec</td>
<td>–</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>–</td>
<td>500 psi</td>
<td>1 – 3”</td>
<td>–</td>
<td></td>
</tr>
</tbody>
</table>

A. Applicable to Type 1 through 4 grouts.
B. Applicable to Type 5 grout.
C. ASTM C1107.
D. Use Type 4 grout with proportions by volume of 1 part cement and 3 parts fly ash.

1003-5 TEMPERATURE REQUIREMENTS

When using an approved packaged grout, follow the manufacturer’s instructions for grout and air temperature at the time of placement. Otherwise, the grout temperature at the time of placement shall be not less than 50°F nor more than 90°F. Do not place grout when the air temperature measured at the location of the grouting operation in the shade away from artificial heat is below 40°F.

1003-6 ELAPSED TIME FOR PLACING GROUT

Agitate grout continuously before placement. Regulate the delivery so the maximum interval between the placing of batches at the work site does not exceed 20 minutes. Place grout before exceeding the times in Table 1003-3. Measure the elapsed time as the time between adding the mixing water to the grout mix and placing the grout.

<table>
<thead>
<tr>
<th>Air or Grout Temperature, Whichever is Higher</th>
<th>Maximum Elapsed Time</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No Retarding Admixture Used</td>
</tr>
<tr>
<td>90°F or above</td>
<td>30 minutes</td>
</tr>
<tr>
<td>80°F through 89°F</td>
<td>45 minutes</td>
</tr>
<tr>
<td>79°F or below</td>
<td>60 minutes</td>
</tr>
</tbody>
</table>

1003-7 MIXING AND DELIVERY
Use grout free of any lumps and undispersed cement. When using an approved packaged grout, mix grout in accordance with the manufacturer’s instructions. Otherwise, comply with Articles 1000-8 through 1000-12 to the extent applicable for grout instead of concrete.

**ADJUSTMENT OF MANHOLES:**

The Contractor's attention is directed to Section 858-3 of the 2012 Standard Specifications.

The use of cast iron or steel fittings in the adjustment of manholes will not be permitted on this project except where it is considered by the Engineer to be in the best interest of the Department to allow rings to be used. When rings are permitted for the adjustment of manholes, the rings shall have satisfactory bearing on the existing manhole frames and 50 percent of the circumference shall be tack welded at four equally spaced locations as directed by the Engineer. If the existing covers do not fit the rings, furnish and install new covers at no additional expense to the Department.

**AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

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.

**ERRATA**

Revise the 2012 Standard Specifications as follows:
Division 2
Page 2-7, line 31, Article 215-2 Construction Methods, replace “Article 107-26” with “Article 107-25”.
Page 2-17, Article 226-3, Measurement and Payment, line 2, delete “pipe culverts.”.
Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows: Line 1, replace “(4) Buffer Zone” with “(c) Buffer Zone”; Line 12, replace “(5) Evaluation for Potential Wetlands and Endangered Species” with “(d) Evaluation for Potential Wetlands and Endangered Species”; and Line 33, replace “(6) Approval” with “(4) Approval”.

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

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

Division 6
Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments, replace “30” with “45”.
Page 6-10, line 42, Subarticle 609-6(C)(2), replace “Subarticle 609-6(E)” with “Subarticle 609-6(D)”.
Page 6-11, Table 609-1 Control Limits, replace “Max. Spec. Limit” for the Target Source of $P_{0.075}/P_{be}$ Ratio with “1.0”.
Page 6-40, Article 650-2 Materials, replace “Subarticle 1012-1(F)” with “Subarticle 1012-1(E)”.

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

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

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

Division 12
Page 12-7, Table 1205-3, add “FOR THERMOPLASTIC” to the end of the title.
Page 12-8, Subarticle 1205-5(B), line 13, replace “Table 1205-2” with “Table 1205-4”.
Page 12-8, Table 1205-4 and 1205-5, replace “THERMOPLASTIC” in the title of these tables with “POLYUREA”.
Page 12-9, Subarticle 1205-6(B), line 21, replace “Table 1205-4” with “Table 1205-6”.
Page 12-11, Subarticle 1205-8(C), line 25, replace “Table 1205-5” with “Table 1205-7”.
Division 15
Page 15-4, Subarticle 1505-3(F) Backfilling, line 26, replace “Subarticle 235-4(C)” with “Subarticle 235-3(C)”.
Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following: \[ W = \frac{L D \sqrt{P}}{148,000} \]
Page 15-6, Subarticle 1510-3(B), line 32, delete “may be performed concurrently or” and replace with “shall be performed”.
Page 15-17, Subarticle 1540-3(E), line 27, delete “Type 1”.

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

Revise the 2012 Roadway Standard Drawings as follows:

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

PLANT AND PEST QUARANTINES
(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, And Other Noxious Weeds)
(3-18-03) (Rev. 12-20-16) Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed, emerald ash borer, or other noxious weeds.
AWARD OF CONTRACT
(6-28-77)(Rev 2/16/2015)

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

TITLE VI AND NONDISCRIMINATION

I. Title VI Assurance

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:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the ground 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 either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) 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 Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or 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 North Carolina Department of Transportation (NCDOT) or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the NCDOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the NCDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
(b) Cancellation, termination or suspension of the contract, in whole or in part.
(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as the NCDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the NCDOT to enter into such litigation to protect the interests of the NCDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. Title VI Nondiscrimination Program

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d, provides that: “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations (see Section III, Pertinent Nondiscrimination Authorities), which provide additional protections based on age, sex, disability and religion. In addition, the 1987 Civil Rights Restoration Act extends nondiscrimination coverage to all programs and activities of federal-aid recipients and contractors, including those that are not federally-funded.

Nondiscrimination Assurance

The North Carolina Department of Transportation (NCDOT) hereby gives assurance that no person shall on the ground of race, color, national origin, sex, age, and disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and any other related Civil Rights authorities, whether those programs and activities are federally-funded or not.

Obligation

During the performance of this contract, the Contractor and its subcontractors are responsible for complying with NCDOT’s Title VI Program. The Contractor must ensure that NCDOT’s Notice of Nondiscrimination is posted in conspicuous locations accessible to all employees and subcontractors on the jobsite, along with the Contractor’s own Equal Employment Opportunity (EEO) Policy Statement. The Contractor shall physically incorporate this “TITLE VI AND NONDISCRIMINATION” language, in its entirety, into all its subcontracts on federally-assisted and state-funded NCDOT-owned projects, and ensure its inclusion by subcontractors into all subsequent lower tier subcontracts. The Contractor and its subcontractors shall also physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only. The Contractor is also responsible for making its subcontractors aware of NCDOT’s Discrimination Complaints Process, as follows:

FILING OF COMPLAINTS

1. Applicability – These complaint procedures apply to the beneficiaries of the NCDOT’s programs, activities, and services, including, but not limited to, members of the public,
contractors, subcontractors, consultants, and other sub-recipients of federal and state funds.

2. Eligibility – Any person or class of persons who believes he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities, based upon race, color, sex, age, national origin, or disability, may file a written complaint with NCDOT's Civil Rights office. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative, and must be in writing.

3. Time Limits and Filing Options – A complaint must be filed no later than 180 calendar days after the following:

- The date of the alleged act of discrimination; or
- The date when the person(s) became aware of the alleged discrimination; or
- 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 other discrimination complaints may be submitted to the following entities:

- **North Carolina Department of Transportation**, Office of Equal Opportunity & Workforce Services (EOWS), External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1808 or toll free 800-522-0453
- **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

  Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010

  Federal Highway Administration, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8th Floor, E81-314, Washington, DC 20590, 202-366-0693 / 366-0752

  Federal Transit Administration, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590

  Federal Aviation Administration, Office of Civil Rights, 800 Independence Avenue, SW, Washington, DC 20591, 202-267-3258

- **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228

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 EOWS at the phone number above 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, sex, age, or disability. The term “basis” refers to the complainant’s membership
in a protected group category. Contact this office to receive a Discrimination Complaint Form

<table>
<thead>
<tr>
<th>Protected Categories</th>
<th>Definition</th>
<th>Examples</th>
<th>Applicable Statutes and Regulations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Race</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</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>Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; Circular 4702.1B</td>
</tr>
<tr>
<td>National Origin</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>Sex</td>
<td>Gender</td>
<td>Women and Men</td>
<td>1973 Federal-Aid Highway Act</td>
</tr>
<tr>
<td>Age</td>
<td>Persons of any age</td>
<td>21 year old person</td>
<td>Age Discrimination Act of 1975</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>
</tbody>
</table>

### III. 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:

- 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);
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);

• 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;

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

• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination 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;

• 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);

• 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).

• 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);

• 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs, as regards the use of Disadvantaged Business Enterprises (DBEs);

• Form FHWA-1273, “Required Contract Provisions,” a collection of contract provisions and proposal notices that are generally applicable to all Federal-aid construction projects and must be made a part of, and physically incorporated into, all federally-assisted contracts, as well as appropriate subcontracts and purchase orders, particularly Sections II (Nondiscrimination) and III (Nonsegregated Facilities).
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**

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

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

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

**Area 026 33.5%**
- Bladen County
- Cartwright County
- Richmond County
- Robeson County
- Sampson County
- Scotland County

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

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

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

**Area 027 24.7%**
- Buncombe County
- Madison County

**Area 028 15.5%**
- 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

<table>
<thead>
<tr>
<th>Area</th>
<th>Percentage</th>
<th>Counties</th>
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<tbody>
<tr>
<td>5720</td>
<td>26.6%</td>
<td>Currituck County</td>
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<tr>
<td>6640</td>
<td>22.8%</td>
<td>Durham County</td>
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<tr>
<td>3120</td>
<td>16.4%</td>
<td>Davidson County</td>
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<td>9200</td>
<td>20.7%</td>
<td>Orange County</td>
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<td>6400</td>
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<td>Mecklenburg County</td>
</tr>
<tr>
<td>1520</td>
<td>18.3%</td>
<td>Union County</td>
</tr>
</tbody>
</table>

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### Goals for Female Participation in Each Trade

(Statewide) 6.9%
REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION
CONTRACTS
FHWA - 1273 Electronic Version - May 1, 2012

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

ATTACHMENTS

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

II. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:
"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or terminal; 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 employees who are engaged in direct recruitment of the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
   d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
   e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
   a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
   b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
   c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
   a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
   b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
   c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
   d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**
   a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
   b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
   c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
   d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
   a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
   b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
   c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
   d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race,
color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualified minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in 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.
   c. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
   a. The records kept by the contractor shall document the following:
      (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
      (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
      (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
   b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, place where it can be easily seen by the workers.

The contractor shall immediately notify the contracting agency.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages
   a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.
   b. 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 entire contract or subcontract, are deemed to be constructively covered 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
(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator to 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.

The rate of the prevailing wage 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 to the employee in an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met.

The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or 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 5.3(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 contractor has provided such benefits. 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.

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)(5)(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.

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.
Disputes concerning labor standards.

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

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

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

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

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

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

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

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

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

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

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

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


V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:
   a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
   b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
   c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
   d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if at any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
   e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
   f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
   g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.
   h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not debarred, suspended, 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.epis.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 contract). "Lower Tier Covered Transactions" refers to any covered transaction...
under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

h. 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. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

h. 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. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

j. 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.

k. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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, or 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.

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 the Federal contract, the making of any Federal grant, the making of any Federal loan, or the entering into of any 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:

<table>
<thead>
<tr>
<th>Equipment Operators</th>
<th>Office Engineers</th>
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<td>Truck Drivers</td>
<td>Estimators</td>
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<tr>
<td>Carpenters</td>
<td>Iron / Reinforcing Steel Workers</td>
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<td>Concrete Finishers</td>
<td>Mechanics</td>
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<tr>
<td>Pipe Layers</td>
<td>Welders</td>
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</table>

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

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

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

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

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

Records and Reports

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

**Trainee Interviews**

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

**Trainee Wages**

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

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

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

**Achieving or Failing to Meet Training Goals**

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

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

**Measurement and Payment**

No compensation will be made for providing required training in accordance with these contract documents.
MINIMUM WAGES
GENERAL DECISION NC170101 01/06/2017  NC101

Date:  January 6, 2017
General Decision Number:  NC170101 01/06/2017  NC101
Superseded General Decision Numbers:  NC20160101
State: North Carolina
Construction Type:  HIGHWAY

COUNTIES:

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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 $10.20 for calendar year 2017 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 $10.20 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 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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<tr>
<td>Concrete Grinder/Groover</td>
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<td>Crane Boom Trucks</td>
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<td>Crane Other</td>
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<td>Crane Rough/All-Terrain</td>
<td>19.10</td>
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<tr>
<td>Grader/Blade Rough</td>
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<td>Loader 2 Cubic Yards or Less</td>
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<td>Loader Greater Than 2 Cubic Yards</td>
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<td>Milling Machine</td>
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<td>Tack Truck/Distributor Operator</td>
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<td>TRUCK DRIVER</td>
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<td>GVWR of 26,000 Lbs or Greater</td>
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</tr>
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</table>

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
**LISTING OF DBE SUBCONTRACTORS**

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

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

** Dollar Volume of DBE Subcontractor

$__________

Percentage of Total Contract Bid Price

__________%

** 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.*
E-VERIFY AFFIDAVIT:
STATE OF NORTH CAROLINA
CITY OF DURHAM

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

1. I have submitted a bid for contract or desire to enter into a contract with the CITY OF DURHAM.

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

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

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

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

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

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

Specify subcontractor: ________________

This the ________ day of _________, 201__. __________________________________
Affiant

Sworn to and subscribed before me, this the ________ day of _________, 201__. [

[OFFICIAL SEAL]
________________________, Notary Public

My Commission Expires: ____________
IRAN DIVESTMENT ACT:
(5-17-16) SP01 G151

As a result of the Iran Divestment Act of 2015 (Act), Article 6E, N.C. General Statute § 147-86.55, the State Treasurer published the Final Divestment List (List) which includes the Final Divestment List-Iran, and the Parent and Subsidiary Guidance-Iran. These lists identify companies and persons engaged in investment activities in Iran and will be updated every 180 days. The List can be found at https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx

By submitting the Offer, the Contractor certifies that, as of the date of this bid, it is not on the then-current List created by the State Treasurer. The Contractor must notify the Department immediately if, at any time before the award of the contract, it is added to the List.

As an ongoing obligation, the Contractor must notify the Department immediately if, at any time during the contract term, it is added to the List. Consistent with § 147-86.59, the Contractor shall not contract with any person to perform a part of the work if, at the time the subcontract is signed, that person is on the then-current List.

During the term of the Contract, should the Department receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract.

TEMPORARY TRAFFIC CONTROL DEVICES:
(1-17-12) 1105 SP11 R05

Revise the 2012 Standard Specifications as follows:

Page 11-5, Article 1105-6 Measurement and Payment, add the following paragraph after line 24:

Partial payments will be made on each payment estimate based on the following: 50% of the contract lump sum price bid will be paid on the first monthly estimate and the remaining 50% of the contract lump sum price bid will be paid on each subsequent estimate based on the percent of the project completed.
TWELVE MONTH GUARANTEE – LGA PROJECTS
(10-7-13) 108

(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 City of Durham. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of City of Durham, 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. City of Durham’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. City of Durham 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 City of Durham 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.
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 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

Full name of Corporation

Address as Prequalified

Attest ____________________________

Secretary/Assistant Secretary

Select appropriate title

By ____________________________

President/Vice President/Assistant Vice President

Select appropriate title

Print or type Signer's name

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: ____________________________
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

By

Signature of Partner

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the _____ day of _____________________ 20___.

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 bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor

______________________________
Individual name

Trading and doing business as

______________________________
Full name of Firm

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:________________

NOTARY SEAL
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 ____________________________ 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.
DEBARMENT CERTIFICATION

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

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

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

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

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

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

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

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

☐ Check here if an explanation is attached to this certification.
BID BOND

Principal: ____________________________  Name of Principal Contractor

Surety: ________________________________  Name of Surety

Contract Number: ______________________  County: ____________________________

Date of Bid: ______________________________

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

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

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

This the _______ day of __________________, 20_____

__________________________________________
Surety

By ____________________________  General Agent or Attorney-in-Fact Signature

Seal of Surety

__________________________________________
Print or type Signer's Name
BID BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Full name of Corporation

Address as prequalified

By

Signature of President, Vice President, Assistant Vice President

Select appropriate title

Print or type Signer's name

Affix Corporate Seal

Attest

Signature of Secretary, Assistant Secretary

Select appropriate title

Print or type Signer's name
BID BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

________________________________________

Full name of Firm

________________________________________

Address as prequalified

Signature of Member/
Manager/Authorized Agent

________________________________________

Individually

________________________________________

Print or type Signer’s name
BID BOND

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Individually

Trading and doing business as

Individually

Signature of Contractor

Address as prequalified

Signature of Witness

Print or type Signer’s name

Print or type Signer’s name
BID BOND

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

--------------------------------------------------
Print or type Individual Name

--------------------------------------------------
Address as prequalified

Signature of Contractor

--------------------------------------------------
Individually

--------------------------------------------------
Print or type Signer’s name

Signature of Witness

Print or type Signer’s name
BID BOND

PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

________________________________________
Full name of Partnership

________________________________________
Address as prequalified

By ______________________________________
Signature of Partner

________________________________________
Print or type Signer's name

________________________________________
Signature of Witness

________________________________________
Print or type Signer's name
BID BOND

JOINT VENTURE (2 or 3)

SIGNATURE OF CONTRACTORS (Principal)

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

(1)

Name of Joint Venture

(2)

Name of Contractor

Address as prequalified

<table>
<thead>
<tr>
<th>Signature of Witness or Attest</th>
<th>By</th>
<th>Signature of Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print or type Signer's name</td>
<td></td>
<td>Print or type Signer's name</td>
</tr>
</tbody>
</table>

*If Corporation, affix Corporate Seal*

and

(3)

Name of Contractor

Address as prequalified

<table>
<thead>
<tr>
<th>Signature of Witness or Attest</th>
<th>By</th>
<th>Signature of Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print or type Signer's name</td>
<td></td>
<td>Print or type Signer's name</td>
</tr>
</tbody>
</table>

*If Corporation, affix Corporate Seal*

and

(4)

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

Address as prequalified

<table>
<thead>
<tr>
<th>Signature of Witness or Attest</th>
<th>By</th>
<th>Signature of Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print or type Signer's name</td>
<td></td>
<td>Print or type Signer's name</td>
</tr>
</tbody>
</table>

*If Corporation, affix Corporate Seal*
CITY OF DURHAM

CONTRACT PAYMENT BOND

Date of Payment Bond Execution

Name of Principal Contractor

Name of Surety:

Name of Contracting Body:

Amount of Bond:

Contract ID No.:

County Name:

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

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

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

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

Affix Seal of Surety Company

Print or type Surety Company Name

By

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

Signature of Attorney-in-Fact

Signature of Witness

Print or type Signer’s name

Address of Attorney-in-Fact
CONTRACT PAYMENT BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

______________________________
Full name of Corporation

______________________________
Address as prequalified

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

______________________________
Print or type Signer's name

Affix Corporate Seal

Attest

______________________________
Signature of Secretary, Assistant Secretary
Select appropriate title

______________________________
Print or type Signer's name
CONTRACT PAYMENT BOND

Limited Liability Company

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

_____________________________________________________________________

Full name of Firm

_____________________________________________________________________

Address as prequalified

_____________________________________________________________________

By:

_____________________________________________________________________

Signature of Member, Manager, Authorized Agent

Select appropriate title

_____________________________________________________________________

Print or type Signer’s name
CONTRACT PAYMENT BOND

Individual Doing Business under a Firm Name

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

__________________________________________

Individual Name

Trading and doing business as

__________________________________________

Full name of Firm

__________________________________________

Address as prequalified

Signature of Contractor

__________________________________________

Individually

__________________________________________

Print or type Signer’s name

Signature of Witness

__________________________________________

Print or type Signer’s name
CONTRACT PAYMENT BOND

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor  

Print or type Individual name

________________________________________________________________________

Address as prequalified

________________________________________________________________________

Signature of Contractor  

Individually

________________________________________________________________________

Print or type Signer’s name

________________________________________________________________________

Signature of Witness

________________________________________________________________________

Print or type Signer’s name
CONTRACT PAYMENT BOND

PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

Full name of Partnership

Address as prequalified

By ____________________________

Signature of Partner

Print or type Signer's name

Signature of Witness

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

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

(1) ____________________________________________
Name of Joint Venture

(2) ____________________________________________
Name of Contractor

          Address as prequalified

          Signature of Witness or Attest       By       Signature of Contractor

          Print or type Signer's name

If Corporation, affix Corporate Seal

and

(3) ____________________________________________
Name of Contractor

          Address as prequalified

          Signature of Witness or Attest       By       Signature of Contractor

          Print or type Signer's name

If Corporation, affix Corporate Seal

and

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

          Address as prequalified

          Signature of Witness or Attest       By       Signature of Contractor

          Print or type Signer's name

If Corporation, affix Corporate Seal
CONTRACT PAYMENT BOND

Attach certified copy of Power of Attorney to this sheet
CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: ____________________________________________

Name of Principal Contractor: _________________________________________________

Name of Surety: _______________________________________________________________

Name of Contracting Body: _____________________________________________________

Amount of Bond: ____________________________

Contract ID No.: ____________________________

County Name: ________________________________

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

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

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

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

Affix Seal of Surety Company

Print or type Surety Company Name

By

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

Signature of Attorney-in-Fact

Signature of Witness

Print or type Signer’s name

Address of Attorney-in-Fact
CONTRACT PERFORMANCE BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

__________________________________________
Full name of Corporation

__________________________________________
Address as prequalified

By

__________________________
Signature of President, Vice President, Assistant Vice President

Select appropriate title

Print or type Signer's name


Affix Corporate Seal

Attest

__________________________
Signature of Secretary, Assistant Secretary

Select appropriate title

Print or type Signer's name
CONTRACT PERFORMANCE BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

________________________________________
Full name of Firm

________________________________________
Address as prequalified

By: _______________________________________

Signature of Member, Manager, Authorized Agent

Select appropriate title

________________________________________
Print or type Signer’s name
CONTRACT PERFORMANCE BOND

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

__________________________________________

Individual Name

Trading and doing business as

__________________________________________

Full name of Firm

______________________________

Address as prequalified

Signature of Contractor

__________________________________________

Individually

______________________________

Print or type Signer’s name

Signature of Witness

______________________________

Print or type Signer’s name
CONTRACT PERFORMANCE BOND

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

__________________________________________

Print or type Individual name

__________________________________________

Address as prequalified

Signature of Contractor

__________________________________________

Individually

__________________________________________

Print or type Signer’s name

__________________________________________

Signature of Witness

__________________________________________

Print or type Signer’s name
CONTRACT PERFORMANCE BOND

PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

________________________________________
Full name of Partnership

________________________________________
Address as prequalified

By _____________________________________
  Signature of Partner

________________________________________
Print or type Signer's name

________________________________________
Signature of Witness

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

(1) ____________________________________________
   Name of Joint Venture

(2) ____________________________________________
   Name of Contractor
   Address as prequalified
   
   Signature of Witness or Attest By ____________________________
   Print or type Signer's name ____________________________
   
   If Corporation, affix Corporate Seal

   and

(3) ____________________________________________
   Name of Contractor
   Address as prequalified
   
   Signature of Witness or Attest By ____________________________
   Print or type Signer's name ____________________________
   
   If Corporation, affix Corporate Seal

   and

(4) ____________________________________________
   Name of Contractor (for 3 Joint Venture only)
   Address as prequalified
   
   Signature of Witness or Attest By ____________________________
   Print or type Signer's name ____________________________
   
   If Corporation, affix Corporate Seal
CONTRACT PERFORMANCE BOND

Attach certified copy of Power of Attorney to this sheet
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<thead>
<tr>
<th>Line #</th>
<th>Item #</th>
<th>Sec #</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Cost</th>
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<td>LF</td>
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<td>Code</td>
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<td>Description</td>
<td>Unit</td>
<td>Cost</td>
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<td>4399000000-N</td>
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<td>THERMOPLASTIC PAVEMENT MARKING LINES (4&quot; , 120 MILS)</td>
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