

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

On-Airport Obstruction Removal

**Mid-Carolina Regional Airport
Salisbury, North Carolina**

N.C.D.O.A. Project Number 36237.42.16.1

Prepared For:

Mid-Carolina Regional Airport

**Aaron Church
Rowan County Manager**

By:

TALBERT, BRIGHT & ELLINGTON, INC.
ENGINEERING & PLANNING CONSULTANTS

Charlotte, North Carolina

October 2021

TBE No. 3708-2001

North Carolina License No. C-1163

SET NO.:_____

Table of Contents

SPECIFICATIONS AND CONTRACT DOCUMENTS

ON-AIRPORT OBSTRUCTION REMOVAL

MID-CAROLINA REGIONAL AIRPORT

ADVERTISEMENT FOR BIDS	ADV-1 to ADV-2
ITEMIZED PROPOSAL	PRO-1 to PRO-26
DISADVANTAGED BUSINESS ENTERPRISE (DBE)	DBE-1 to DBE-18
DRUG FREE WORKPLACE	DFW-1 to DFW-2
GENERAL CONDITIONS	
Section 10 Definition of Terms	10-1 to 10-8
Section 20 Proposal Requirements and Conditions.....	20-1 to 20-4
Section 30 Award and Execution of Contract	30-1 to 30-2
Section 40 Scope of Work	40-1 to 40-4
Section 50 Control of Work.....	50-1 to 50-6
Section 60 Control of Materials.....	60-1 to 60-4
Section 70 Legal Regulations and Responsibility to Public	70-1 to 70-6
Section 80 Prosecution and Progress.....	80-1 to 80-6
Section 90 Measurement and Payment.....	90-1 to 90-8
GENERAL CONSTRUCTION ITEMS	
Section 102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	C-102-1 to C-102-4
Section 105 Mobilization.....	C-105-1 to C-105-2
PROJECT SPECIAL PROVISIONS	PSP-1 to PSP-16
SAFETY AND SECURITY REQUIREMENTS	SAFE-1 to SAFE-6
SITE WORK	
P-151 Clearing and Grinding	P-151-1 to P-151-2
P-152 Excavation, Subgrade, and Embankment	P-152-1 to P-152-8

Table of Contents

TURFING

T-901	Seeding	T-901-1 to T-901-6
T-908	Mulching.....	T-908-1 to T-908-4

APPENDICES

Appendix “A” Standard Form Construction Contract.....	A-1 to A-14
Appendix “B” Forms	B-1 to B-8
Appendix “C” Required Federal Provisions.....	C-1 to C-30
Appendix “D” Davis Bacon Wage Rates.....	D-1 to D-8
Appendix “E” Construction, Safety, and Phasing Plan (CSPP)	

ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed bids for “On-Airport Obstruction Removal” at the Mid-Carolina Regional Airport will be received by the County of Rowan until 2:00 P.M. (*local time*), Thursday, November 18, 2021. Immediately thereafter, the bids will be publicly opened and read aloud in the Conference Room of the Mid-Carolina Regional Airport located at 3670 Airport Road, Salisbury, North Carolina 28147.

All Contractors are hereby notified that they shall have proper Contractor's licenses as required by the state laws governing their respective trade in the state where this Project is located.

Bidding Documents may be examined at the Airport and on plan room websites as follows:

Dodge Data & Analytics – www.construction.com

Construct Connect (f/k/a iSqFt + bidclerk) – www.iSqFt.com

Bidders may obtain a complete set of bidding documents from Richa Graphics, 704-331-9744, 800 North College Street, Charlotte, North Carolina 28206, www.richa.com. All bid documents including addendum(s) are non-refundable. Contact Richa Graphics for document and shipping costs. Please note: Richa Graphics is the official Plan Room provider. Bidders must be listed on the plan holder's list held by Richa Graphics in order to receive any Bid Documents.

Notice is hereby given to all bidders that Executive Order 11246 and Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Part 21, are applicable to this contract.

Each bid must be accompanied by a Bid Bond, or by a certified check payable to Rowan County, Salisbury, North Carolina, and drawn on some bank or trust company authorized to do business in the State of North Carolina, for an amount equal to five percent (5%) of the total bid.

A performance bond and a labor and material payment bond are required.

All bids will be awarded by Rowan County.

A pre-bid conference will be held on Tuesday, November 2, 2021 at 10:00 A.M. (*local time*) in the Conference Room of the Mid-Carolina Regional Airport, Salisbury, North Carolina.

No bid may be withdrawn for a period of ninety (90) days after the closing time for the receipt of bids. Rowan County reserves the right to reject any and all bids and to waive any and all technical defects in the execution of the submission of any bid.

Envelopes containing proposals must be sealed and addressed to Ms. Valerie Steele, Airport Manager, Mid-Carolina Regional Airport, 3670 Airport Road, Salisbury, NC 28147. Envelopes must be marked as follows: “On-Airport Obstruction Removal”, with contractor's name, address, and license number listed on the envelope.

Aaron Church
County Manager

Intentionally Left Blank

ITEMIZED PROPOSAL

PROPOSAL REQUIREMENTS AND CONDITIONS

ON-AIRPORT OBSTRUCTION REMOVAL

MID-CAROLINA REGIONAL AIRPORT – SALISBURY, NORTH CAROLINA

DATE: _____

In compliance with the Advertisement (Notice to Bidders), the undersigned hereby proposes to furnish the materials and perform the work for completion of all items listed in the schedule for which the proposal is completed below in strict accordance with the Advertisement (Notice to Bidders), Plans, and General Provisions, Special Provisions of the Specifications, and all contract documents for the consideration of the price quoted in the following items and agrees, upon receipt of written notice of the acceptance of this Proposal, that within one hundred twenty (120) days after the date of the opening of the Proposals, it will execute a contract in accordance with the Proposal as accepted and give the required Performance and Payment Bond with good and sufficient surety or sureties, within fifteen (15) days after receipt of notice of formal award of contract and presentation of the prescribed forms.

The Contractor's attention is directed to the requirements of the Disadvantaged Business Enterprise Program and the Equal Employment Opportunity Requirements (attached), **which must be submitted with the Proposal**. Wages not less than the minimum rates of wages, as predetermined for this project by the Secretary of Labor, shall be used in the preparation of this Proposal. Subcontract requirements to obtain the goal of **fourteen percent (14%)** of Disadvantaged Business participation have been established for this contract. The Bidder shall complete and submit, along with the bid proposal, required information (see "Disadvantaged Business Enterprise Program") describing actions taken in order to achieve such goals and understands that meeting or exceeding the stated goals is a condition for being awarded this contract. **Failure to submit the above information will be grounds for rejection of the Proposal.**

The board or governing body shall award the contract to the lowest responsible base bid or any combination of the base bid and additive alternatives, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract. The OWNER reserves the right to reject any and all bids and to waive any and all technical defects in the execution and submission of any bid.

The undersigned agrees that if awarded the contract, it will commence work not later than the date set by the ENGINEER in the Notice(s) to Proceed and that it will complete the work within the time specified and in accordance with the Specifications. It is understood that all workmanship and materials under all items of work are guaranteed for one year from the date of final acceptance, unless otherwise specified.

It is understood that the quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluating Proposals.

The Bidder shall complete all line items and total amount of Bid. Failure to submit prices for each item shall be cause for rejection of Bid.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

BASE BID SCHEDULE						
ITEM NO.	SPEC. NO.	DESCRIPTION & UNIT PRICE IN WORDS	QTY	UNIT	UNIT PRICE	EXTENDED TOTAL
1	C-105	MOBILIZATION @ (Write Unit Price In Words) _____ _____ _____ _____	1	LS	_____	_____
2	C-102	TEMPORARY SILT FENCE @ (Write Unit Price In Words) _____ _____ _____ _____	14,200	LF	_____	_____
3	C-102	TEMPORARY CONSTRUCTION ENTRANCE @ (Write Unit Price In Words) _____ _____ _____ _____	1	EA	_____	_____
4	C-102	TEMPORARY SEEDING (MULCHED) @ (Write Unit Price In Words) _____ _____ _____ _____	41	AC	_____	_____
5	C-102	TEMPORARY SEDIMENT BASIN WITH SKIMMER ASSEMBLY @ (Write Unit Price In Words) _____ _____ _____ _____	2	EA	_____	_____
6	C-102	TEMPORARY ROCK OVERFLOW OUTLET @ (Write Unit Price In Words) _____ _____ _____ _____	26	EA	_____	_____
7	C-102	TEMPORARY DIVERSION DITCH @ (Write Unit Price In Words) _____ _____ _____ _____	2,000	LF	_____	_____
8	C-102	RIP RAP, CLASS B EROSION CONTROL STONE @ (Write Unit Price In Words) _____ _____ _____ _____	15	CY	_____	_____
9	P-151	HAND CLEARING (NO GRUBBING) @ (Write Unit Price In Words) _____ _____ _____ _____	3	AC	_____	_____

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

10	P-151	CLEARING AND GRUBBING @ (Write Unit Price In Words)	41	AC	_____	_____
<hr/> <hr/> <hr/> <hr/>						
11	T-901	SEEDING (MULCHED) @ (Write Unit Price In Words)	41	AC	_____	_____
<hr/> <hr/> <hr/> <hr/>						
BASE BID TOTAL:						

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

ALTERNATE BID SCHEDULE						
ITEM NO.	SPEC. NO.	DESCRIPTION & UNIT PRICE IN WORDS	QTY	UNIT	UNIT PRICE	EXTENDED TOTAL
1	C-105	MOBILIZATION @ (Write Unit Price In Words) _____ _____ _____ _____	1	LS	_____	_____
2	C-102	TEMPORARY SILT FENCE @ (Write Unit Price In Words) _____ _____ _____ _____	17,300	LF	_____	_____
3	C-102	TEMPORARY CONSTRUCTION ENTRANCE @ (Write Unit Price In Words) _____ _____ _____ _____	1	EA	_____	_____
4	C-102	TEMPORARY SEEDING (MULCHED) @ (Write Unit Price In Words) _____ _____ _____ _____	44	AC	_____	_____
5	C-102	TEMPORARY SEDIMENT BASIN WITH SKIMMER ASSEMBLY @ (Write Unit Price In Words) _____ _____ _____ _____	2	EA	_____	_____
6	C-102	TEMPORARY ROCK OVERFLOW OUTLET @ (Write Unit Price In Words) _____ _____ _____ _____	29	EA	_____	_____
7	C-102	TEMPORARY DIVERSION DITCH @ (Write Unit Price In Words) _____ _____ _____ _____	2000	LF	_____	_____
8	C-102	RIP RAP, CLASS B EROSION CONTROL STONE @ (Write Unit Price In Words) _____ _____ _____ _____	15	CY	_____	_____
9	P-151	HAND CLEARING (NO GRUBBING) @ (Write Unit Price In Words) _____ _____ _____ _____	3	AC	_____	_____

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

10	P-151	CLEARING AND GRUBBING @ (Write Unit Price In Words)	44	AC	_____	_____

11	T-901	SEEDING (MULCHED) @ (Write Unit Price In Words)	44	AC	_____	_____

ALTERNATE BID TOTAL: _____

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

CONTRACT TIME

BASE BID TOTAL CONTRACT TIME: **60 CALENDAR DAYS**

ALTERNATE BID TOTAL CONTRACT TIME: **75 CALENDAR DAYS**

CONTRACT TIME LIQUIDATED DAMAGES: **\$1,200.00 PER CALENDAR DAY**

Enclosed is security in the amount of five percent (5%) of the total base bid, consisting of (Cash, Certified Check, or Bid Bond) _____ payable to Rowan County.

Name of Bidder

BY: _____
(Signature)

(Name and Title of Signing Official)

(Seal)

Contractor's License No. _____

Acknowledgment of Receipt of Addendum

Addendum No. _____ Date _____ Initial _____

Addendum No. _____ Date _____ Initial _____

Addendum No. _____ Date _____ Initial _____

Addendum No. _____ Date _____ Initial _____

For Corporation, provide name and post office address for the President, Secretary, and Treasurer.

President

Name _____

Address _____

Secretary

Name _____

Address _____

Treasurer

Name _____

Address _____

For Partnership, provide name and address for each partner.

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

For individual, provide name and post office address.

Name _____

Address _____

Note: Failure to complete blank spaces may be grounds for rejection of Bid.

PREQUALIFICATION CERTIFICATION

The bidder certifies that he, as well as all subcontractors to be used on this project, is prequalified with the North Carolina Department of Transportation (NCDOT) and is on the current "prequalified bidder's list" published by the NCDOT.

NAME OF BIDDER: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

The Bidder hereby states that he proposes, if awarded the Contract, to use the following Subcontractors on this project. List below all proposed Subcontractors and trade specialties. (List only one Subcontractor for each item). The Bidder shall obtain prior written permission of the OWNER should he choose to add or substitute other Subcontractor(s) not shown herein.

Subcontractors

[illegible]

(\$_____).

FORM OF NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of the Bid)

The undersigned of lawful age, being first duly sworn on oath, affirms and says:

1. The undersigned is the Bidder or the duly authorized agent of the Bidder submitting this competitive bid and as the lawful authority to execute this Affidavit and the attached Bid.

For the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City or Trust officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached:

2. The undersigned is fully aware of the facts and circumstances surrounding the making of the Bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Bidder nor anyone subject to the Bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - b. to any collusion with any City or Trust official, agent or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; nor
 - c. in any discussion between bidders and any City or Trust official, agent or employee concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. The undersigned certifies, if awarded this contract, whether competitively bid or not, neither the Bidder nor anyone subject to Bidder's direction or control has paid, given, or donated or agreed to pay, give or donate to any officer or employee of the City or Trust any money or other thing of value, either directly or indirectly, in procuring this contract.

***This Bid will not be considered unless
this form has been fully completed and signed and certified by the Bidder.***

Name of Individual, Partnership, Limited Liability Company, or Corporation herein called Bidder

Type Name of Authorized Agent

Title of Authorized Agent

(Complete Notary Statement on next page)

NOTARY STATEMENT

STATE OF

COUNTY OF

I, _____ Notary Public in and for said County and State, do
(Name of Notary Public)
hereby certify that on this _____ day of _____, 20____, _____
_____ personally known to me to be the same person and
(Type Name of Authorized Agent)
official who executed the above and foregoing instrument as _____
(Type Name of Authorized Agent)
appeared before me in person and acknowledged that, as such official, he/she executed the above instrument
as his/her free and voluntary act on behalf of _____
_____ pursuant to authority conferred and for the uses and (Type Name
of Bidder)
purposes therein set forth.

IN WITNESS THEREOF, I have hereunto set my hand and seal the day and year last above
written.

Name of Notary Public

My commission expires:

My commission #:

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☐) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is (☐) is not (☐) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (☐) is not (☐) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Date

Signature

Company Name

Title

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

NAME OF BIDDER: _____

IRS NUMBER: _____

BY: _____

TITLE: _____

DATE: _____

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic product
 3. To furnish US domestic product for any waiver request that the FAA rejects
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

CERTIFICATE OF PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract, less 5% retainage for satisfactory performance of its contract no later than seven (7) calendar days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

NAME OF BIDDER: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an 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.
- (2) 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 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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.

NAME OF BIDDER: _____

BY: _____

TITLE: _____

DATE: _____

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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 contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous

certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

NAME OF BIDDER: _____

IRS NUMBER: _____

BY: _____

TITLE: _____

DATE: _____

PROHIBITION OF SEGREGATED FACILITIES CERTIFICATION

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

NAME OF BIDDER: _____

IRS NUMBER: _____

BY: _____

TITLE: _____

DATE: _____

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

**DISADVANTAGED BUSINESS ENTERPRISE
(DBE)**

Intentionally Left Blank

DISADVANTAGED BUSINESS ENTERPRISE:

(10-16-07)(Rev. 4-19-16)

102-15(J)

SP1 G61

Description

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

Definitions

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

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

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

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

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

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

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

Regular Dealer - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are 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.

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/>

AV-509/AV-510 DBE/MBE/WBE/HUB Vendor Commitments/Awards/Payments - Form for reporting the commitments, awards, and payments made to all DBE/MBE/WBE/HUB firms working on the project. This form is for paper bid projects only.

https://connect.ncdot.gov/municipalities/State-Airport-Aid/Documents/AV509_AV510_DBE_CommitPayment.pdf

AV-512 DBE/MBE/WBE Replacement Request Form - Form for replacing a committed DBE.

https://connect.ncdot.gov/municipalities/State-Airport-Aid/Documents/AV512_DBE_RequestReplacement.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. *See blank Letter of Intent on page DBE-17 of this specification, or go to the following link:*

https://connect.ncdot.gov/municipalities/State-Airport-Aid/Documents/AV511_SubContractorLetterofIntent.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. *See blank forms on page DBE-15 and DBE-16 of this specification, or go to the following link:*

[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20\(Federal\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20(Federal).docx)

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

<http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls>

DBE Goal

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

Disadvantaged Business Enterprises: **14 %**

- (A) *If the DBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that DBEs participate in at least the percent of the contract as set forth above as the DBE goal.
- (B) *If the DBE goal is zero*, the Contractor shall make an effort to recruit and use DBEs during the performance of the contract. Any DBE participation obtained shall be reported to the Department.

Directory of Transportation Firms (Directory)

Real-time information is available about firms doing business with the Department 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://partner.ncdot.gov/VendorDirectory/default.html>

The listing of an individual firm in the directory shall not be construed as an endorsement of the firm's capability to perform 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 Department's 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) Paper Bids

- (1) *If the DBE goal is more than zero,*
 - (a) 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.
 - (b) If bidders have no DBE participation, they shall indicate this on the *Listing of DBE Subcontractors* by entering the word “None” or the number “0.” This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Owner will not consider these bids for award and the proposal will be rejected.
 - (c) 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 corresponding goal.
- (2) *If the DBE goal is zero,* entries on the *Listing of DBE Subcontractors* are not required for the zero goal, 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 and 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 Department's form titled *Letter of Intent*.

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

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 Engineer no later than 12:00 noon on the eighth calendar day following opening of bids, unless the eighth day falls on an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

Submission of Good Faith Effort

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

A hard copy and an electronic copy of this information shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids unless the sixth day falls on an official state holiday. In that situation, it is due in the office of the Engineer the next official state business day. If the contractor cannot send the information electronically, then one complete set and 9 copies of this information shall be received under the same time constraints above.

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

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

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.
 - (1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2nd and 3rd tier subcontractors).
- (C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D)
 - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for 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 the Business Development Manager in the Business Opportunity and Work Force Development Unit to give notification of the bidder's inability to get DBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the DBE goal.

In addition, the Department may take into account the following:

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

If the Owner does not award the contract to the apparent lowest responsive bidder, the Owner reserves the right to award the contract to the next lowest responsive bidder that can satisfy to the Owner 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 State Contractual Services Engineer 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 State Contractual Services Engineer or at DBE@ncdot.gov. 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 Department's Joint Check Procedures.

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

Commercially Useful Function

(A) DBE Utilization

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

(B) DBE Utilization in Trucking

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

- (1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting 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 Engineer'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 Engineer for approval on Form AV-512 (*DBE/MBE/WBE 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 Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department 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 Department 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 NCDOT (see A herein for required documentation).

Changes in the Work

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

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

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

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

Reports and Documentation

A SAF (*Subcontract Approval Form*) shall be submitted for all work which is to be performed by a DBE subcontractor. The Department 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 Engineer 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 Engineer with an accounting of payments made to all DBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

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

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

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

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

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

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

(A) Paper Bids Reporting

The Contractor shall report the accounting of payments on the AV-509/AV-510 (DBE/MBE/WBE/HUB Vendor Commitments/Awards/Payments) with each pay request. A pay request will not be processed for payment until the completed and accepted forms are received by the Engineer.

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.

LISTING OF DBE SUBCONTRACTORS			Sheet _____	of _____
Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				

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

** Dollar Volume of DBE Subcontractor \$ _____

Percentage of Total Contract Bid Price _____%

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

If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.

If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

Intentionally Left Blank



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:

NAME OF BIDDER:

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation 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 Board of Transportation. 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

(AV-511) (02/16)

Intentionally Left Blank

DRUG FREE WORKPLACE

DRUG-FREE WORKPLACE

The contractor shall provide a drug-free workplace during the performance of this contract.

This obligation is met by:

- A.** notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B.** establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the contractor's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- C.** notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in (a) above, and (ii) notify the contractor of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- D.** notifying Rowan County within ten (10) days after receiving from an employee a notice of criminal drug statute conviction or after otherwise receiving actual notice of such conviction;
- E.** imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;
- F.** making a good faith effort to continue to maintain a drug-free workplace for employees; and
- G.** requiring any party to which it subcontracts any portion of the work under the contract to comply with the provisions of (a) - (f).

If the proposed contractor is an individual, the requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Failure to comply with the above drug-free workplace during the performance of the contract shall be grounds for suspension, termination or debarment.

END OF DFW

Intentionally Left Blank

PROJECT SPECIAL PROVISIONS

PROJECT SPECIAL PROVISIONS

PSP-1 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall take no advantage of any apparent error or omission in the Bidding or Contract Documents. In the event the Bidders discover such an error or omission, they shall immediately notify the OWNER. The OWNER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bidding Documents.

Bidders shall promptly notify the OWNER in writing of any concerns or problems they discover upon examination of the Site and local conditions.

Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request for clarification and forward the same to the appropriate address below. Spoken questions will not be answered; only written questions will be answered. Any interpretation, correction or change of the Bidding Documents will be made only by Addenda. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

The deadline for submitting written requests for clarification shall be close of business on Wednesday, November 10, 2021.

Address questions to:

Andy Shook, P.E.
Talbert, Bright & Ellington, Inc.
3525 Whitehall Park Drive
Suite 210
Charlotte, NC 28273
Fax: (704) 426-6080
ashook@tbeclt.com

PSP-2 PRE-BID CONFERENCE

A Pre-Bid Conference will be held for this project at 10:00 A.M. (*local time*) on Tuesday, November 2, 2021, in the Conference Room of the Mid-Carolina Regional Airport, Salisbury, North Carolina. ***It is strongly recommended that all possible bidders have a qualified representative at this Pre-Bid Conference.***

PSP-3 GENERAL REQUIREMENTS - SCHEDULE OF WORK

It is the intent of the OWNER and these specifications that the Mid-Carolina Regional Airport be impacted to a minimum during the work accomplished under this project. For this reason, ***the Contractor will be required to submit for approval a detailed Schedule of Work to the ENGINEER five (5) days prior to the Preconstruction Conference for each schedule(s) of work.*** After the ENGINEER approves the progress schedule, the Contractor will be required to follow the approved schedule of work unless deviations therefrom are approved by the ENGINEER.

The Contractor's attention is directed to the following requirements in developing his Schedule of Work:

1. The purpose of the Schedule of Work is to assure a safe area of operation for the Contractor and Airport traffic, maintenance of traffic on the taxiways and runways adjacent to the construction areas, and performance of the construction in an acceptable manner and time frame.
2. The Contractor shall make his own estimate of the difficulties involved in arranging the work to comply with the above requirements and shall not claim any added compensation by reason of delay or increased cost due to these requirements.
3. The schedule shall include, but is not limited to, approximate dates and exact time intervals for performing each work task, sub-schedules for shop drawing submittals, review times, procurement schedules, and delivery dates.

PSP-4 CONTRACT TIME AND LIQUIDATED DAMAGES

Contract Time: The work as described by the contract specifications and as shown on the plans shall be completed and ready for use by the Owner within the following number of days after the date of Notice-to-Proceed. The time schedule for completion of this project is critical and liquidated damages as prescribed in the Contract will be enforced.

Base Bid Project Contract Time – Sixty (60) consecutive calendar days

Alternate Bid Project Contract Time – Seventy-Five (75) consecutive calendar days

Liquidated Damages: Owner and Contractor recognize that time is of the essence and that Owner will suffer financial loss if the work is not substantially complete in accordance with the time(s) specified herein. They also recognize the delays, expenses and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amounts stipulated herein below.

Contractor further understands and hereby expressly agrees that in addition to liquidated damages specified herein below, to pay the Owner the actual costs to Owner for any inspector or inspectors necessarily employed by Owner on the work and the actual costs to Owner for the Engineer's observation of construction and project representative services including all travel and subsistence expenses after the date specified for Project completion until the work is completed and ready for final payment. Further, the Contractor agrees that the sums to be paid the Owner may be deducted from the sum due the Contractor for work performed as provided in Section 90 of the General Provisions.

One Thousand Two Hundred Dollars (\$1,200.00) per consecutive calendar day

The Contractor shall complete all punch list items determined by the Owner and the Engineer within fourteen (14) consecutive calendar days from the date of the Final Inspection, unless otherwise agreed in writing. Failure to do so will result in liquidated damages of one thousand six hundred dollars (\$1,600.00) per day beyond the fourteen (14) day period.

PSP-5 NOTAMS

The OWNER will issue the necessary NOTAMS to reflect hazardous conditions. The Contractor shall work with the ENGINEER and OWNER to schedule NOTAM issuance and Airport Operations Area (AOA)

closures, and shall provide the OWNER and ENGINEER with advance notice of the need to issue or close a NOTAM. It is important that NOTAMS be kept current and reflect the actual conditions with respect to construction situations. Active NOTAMS shall be reviewed periodically and revised to reflect the current conditions.

PSP-6 CONSTRUCTION LAYOUT AND CONTROL

The ENGINEER has furnished control points for horizontal control and bench marks for vertical control as shown on the plans. It shall be the Contractor's responsibility to layout the work from these points and to provide all other measurements to ensure positive horizontal and vertical control of the work. All survey work shall be performed under the supervision of a Registered Land Surveyor or a Registered Professional Engineer, in the State of North Carolina, by a qualified instrument man, rodman, and chainman with instruments and equipment subject to the approval of the ENGINEER.

PSP-7 RECORD DRAWINGS

The Contractor will also be required to maintain a set of as constructed plans on the project at all times, noting any changes, deviations, etc., with the responsibility to furnish the OWNER, at the completion of the project, a set of as constructed plans. These as constructed plans shall be delivered to the ENGINEER prior to final acceptance.

PSP-8 HAUL ROADS

Haul roads to be used under this Contract shall be those designated and approved by the ENGINEER. In general, the Contractor shall confine his equipment and hauling where practical to existing roads on the Airport, as shown in the plans. If existing pavement is damaged by the Contractor's hauling operations, it shall be repaired to its original condition at the Contractor's expense. Haul roads across turfed areas shall be repaired, scarified, seeded, mulched, and fertilized at the Contractor's expense. Metal track vehicles will not be permitted to operate on or across existing pavement without protective matting to prevent marring of the pavement surface. Access roads shall be constructed as required. All costs associated with supplying, constructing, maintaining and restoring temporary haul roads shall be included in the lump sum price bid for "Mobilization."

PSP-9 TEMPORARY CONSTRUCTION ZONE FLAGGING

The Contractor is responsible for supplying, erecting, and maintaining temporary construction zone flagging, fencing, etc. in the areas shown on the plans, as directed by the ENGINEER, or at the Contractor's discretion based on the Contractor's company safety plan. This flagging, fencing, etc. shall be continuous and fluorescent and define construction areas outside limits of temporary security fence. All costs associated with supplying, erecting, relocating, and maintaining temporary construction zone flagging, fencing, etc. shall be included in the lump sum bid price for "Mobilization".

PSP-10 SITE CLEANUP

All spillage in active air operation areas shall be cleaned up immediately. The contractor shall have a power broom available on site at all times. During any operation involving work with equipment or hauling on runways or taxiways, Contractor shall also have a vacuum/sweeper truck on site.

The Contractor shall keep all active airfield pavements clear of all debris, stones, etc., during construction. Contractor shall visually inspect active airfield pavement after each crossing by vehicles during hauling operations.

The acceptability of pavement cleanup is at the sole discretion of the Airport. The Contractor shall sweep and vacuum pavement areas until the cleanup is satisfactory to the Airport. The Contractor shall be prepared to assign necessary manpower and equipment to complete cleanup prior to the scheduled re-opening of the active area.

PSP-11 ENGINEER'S FIELD OFFICE

No field office is required for this project.

PSP-12 DUST CONTROL

It is the intent of these specifications that the Contractor will, by watering, chemicals, vegetation, or other means, prevent the occurrence of dust which will be objectionable to the residents of the area or violate existing laws or regulation or cause hazards to air traffic. The Contractor shall immediately implement dust control procedures when requested or as directed by the ENGINEER or OWNER. The contractor shall have at least one operable water distribution truck on site at all times.

PSP-13 TESTING – GENERAL

All testing required by the Contract specifications for acceptance of the work (except as noted in the individual specification sections and as explained below) will be initiated by the ENGINEER with the full cooperation of the Contractor. Testing will be scheduled after the Contractor confirms to the ENGINEER that an area is ready for testing. An independent testing laboratory will be used on the project, which laboratory technicians will be under the direction of the Resident Project Representative. There is no cost to the Contractor for testing under this heading (except as noted in the individual specifications section and as explained below).

The Contractor will be required, at his expense, to furnish proposed job mix formulas for the asphalt pavement, and structural concrete to the ENGINEER for his approval at least thirty (30) days prior to the proposed date for use. The Contractor may utilize another independent testing laboratory or the testing laboratory designated for this project, at his discretion, to develop the job mix formulas. If the testing laboratory designated for this project is not used for the development of the job mix formulas, the Contractor may be requested to submit the necessary materials to the designated laboratory for verification and **will be** required to furnish all required test data, graphs, etc., as required and specified in the item specifications. The cost for the materials and delivery of these items shall be included in the unit costs for the applicable items under this Contract.

The Contractor will also be required to furnish a nuclear density gauge for use on this project during paving. This gauge shall be operated by a trained laboratory technician to provide for continuous monitoring of paving operations and their conformance with the specifications. The cost of furnishing the nuclear density gauge and trained laboratory technician shall be borne by the Contractor. The nuclear gauge is to be used

as an aid in construction operations; the OWNER will not use nuclear gauge test results to determine acceptance and/or rejection of the material.

NOTE: *The Contractor will be required to pay for all retests of failing quality control tests taken throughout the project which are performed by the testing laboratory after the ENGINEER has been notified by the Contractor that the item is ready for testing.*

Testing to be done during construction is indicated for each bid item in the individual sections.

PSP-14 PROGRESS MEETING

A Progress Meeting will be held throughout the project. The purpose of this meeting will be scheduling and coordination of the work between Contractors, review of the project schedule, and discussion of project issues. The Contractor will be required to have a qualified representative at each of these meetings. The Owner or Engineer reserves the right to schedule additional meetings if deemed necessary.

PSP-15 SHOP DRAWINGS

The Contractor is responsible for the preparation of detailed shop drawings necessary for the fabrication, erection and construction of all parts of the work in conformity with the Contract Documents. ***Six (6) copies of shop drawings shall be submitted to the ENGINEER in accordance with the procedures herein described. The Contractor may elect to email shop drawings, via PDF format, which would require one copy attached to the email.***

“Shop Drawings,” wherever referred to, shall be defined as drawings, diagrams, illustrations, schedules, catalog cuts, performance charts, brochures, and other data prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated and/or installed.

Where it is difficult to provide shop drawing transparencies such as for “catalog cuts,” “brochures” or “photographs,” the Contractor shall submit a minimum of six (6) copies of such “cuts,” “brochures” or “photographs.” Additional copies shall be supplied when required by the ENGINEER.

All submissions of shop drawings, brochures and catalog cuts shall be accompanied by a transmittal letter listing the drawings submitted by number and title.

Each reproducible shop drawing shall contain title block with the following information provided:

- A.** Number and title of drawing, including contract number.
- B.** Date of drawing or revisions.
- C.** Name of Contractor or subcontractor submitting drawings.
- D.** Project number.
- E.** Specification section title and number.

- F. Space above the title block for ENGINEER'S stamp.
- G. Submission number (whether first, second, third, etc.).

Each shop drawing shall have listed on it all contract references, drawing number, plus shop drawing numbers on related work by other subcontractors, if available.

Non-reproducible shop drawings shall be submitted with a cover sheet containing all of the information required on reproducible shop drawings.

Shop drawings shall be complete in every detail, including a location plan relating the work to space identification and column numbers. Material, gauges, method of fastening, size and spacing of fastenings, connections with other work, cutting, fitting, drilling, and any and all other necessary information as per usual trade practice or as required for any specific purpose must be clearly shown.

The Contractor shall check and approve all shop drawings to make sure that they conform to the drawings, specifications, and other contract requirements, and correct the drawings found to be inaccurate or otherwise in error. The Engineer will not accept any submittal or shop drawing sent directly from a supplier or subcontractor. All submittals and shop drawings shall be transmitted to the Engineer from the Contractor after he has made a thorough review of each one and determined to be ready for review by the Engineer.

The Contractor shall verify all field dimensions and criteria and shall be responsible for the coordination of work by all subcontractors.

Shop drawings, at the time of submission, shall bear the signature of the Contractor's checker, date and stamp of approval for submission to the ENGINEER as evidence that such drawings and/or details have been reviewed, checked and approved by the Contractor. Drawings submitted without such stamp of approval will be returned to the Contractor unapproved and will require resubmission. In such event, it will be deemed that the Contractor has not complied with the requirements of this subsection and shall bear the risks of delays as if no drawings or details had been submitted. Both sepia and prints must bear Contractor's stamp.

The Contractor, by approving and submitting shop drawings, represents that he has determined and verified all field measurements and quantities, field construction criteria, materials, catalog numbers, and similar data, and that he has reviewed and coordinated the information in the shop drawings with the requirements of the work and the contract documents.

At the time of submission, the Contractor shall inform the ENGINEER in writing of any deviation in the shop drawings or samples from the requirements of the contract documents.

The ENGINEER will review and approve shop drawings and samples with reasonable promptness so as to minimize delay, but only for conformance with the design concept of the contract and with the information given in the contract documents. The ENGINEER'S approval of a separate item shall not indicate approval of an assembly in which the item functions. The ENGINEER will return the shop drawings transparency/sepia to the Contractor for his use and distribution.

The ENGINEER'S approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the contract documents unless the Contractor has informed the ENGINEER in writing of such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall the ENGINEER'S approval relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.

No materials shall be ordered and no portion of the work requiring shop drawings or sample submission shall be commenced until the submission has been approved by the ENGINEER. All such materials and portions of work shall be in accordance with approved shop drawings and samples.

The Contractor shall, when requested by the ENGINEER in writing, submit additional shop drawings to those required by the technical specifications or special provisions.

Prior to final acceptance of the work, the Contractor shall deliver to the ENGINEER three (3) copies of all approved shop drawings incorporating all notations made on the approved submittal.

The Contractor shall deliver to the ENGINEER three (3) complete sets of all maintenance manuals, parts list, operating instructions and other necessary documents required for all installed materials, equipment, or machinery. Such documents shall be furnished concurrently with the installations of the respective materials, equipment, or machinery. All shop drawings submitted by the Contractor and approved by the ENGINEER become part of the contract documents.

PSP-16 ADDENDA

All Addenda will be available through Richa Graphics' plan room, and be on file in the Airport Manager's office at the Mid-Carolina Regional Airport. It shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the contract and all Bidders shall be bound by such Addenda whether or not received or acknowledged by the Bidder.

PSP-17 SUBSURFACE INVESTIGATION

A subsurface investigation has not been completed for this project. The Contractor shall make his own assumptions and complete his own subsurface investigations, if necessary, to satisfy himself as to the character, quality and quantities of work to be performed.

PSP-18 AWARDING OF CONTRACT

The OWNER shall award the contract or contracts conditioned upon funds being available for construction and other governmental approvals as may be required. The contract will be awarded to the lowest responsible, responsive Bidder of Bidders, as required by North Carolina General Statutes. Consideration will be given only to proposals from Contractors who are properly licensed, bonded, experienced in the class of work proposed and who can refer to projects of similar magnitude and character that have been completed by them. The Owner reserves the right to reject any and all bids and to waive any and all technical defects in the execution and submission of any bid. The Owner also reserves the right to reject any and all proposals and to waive informalities and technicalities as it may deem to be in its best interest.

PSP-19 CONTRACT BONDS

Within ten days of notification of award of the contract, the Contractor shall secure and post a Performance Bond and Labor and Material Bond, each in the amount of 100% of the Total Contract Sum. All such bonds shall be issued by a surety acceptable to the Owner. The Owner shall be named as the beneficiary. Cash bonds will not be accepted.

PSP-20 NOTICE TO PROCEED

A Notice to Proceed will be issued to the Contractor upon receipt of the executed Contract, bonds, insurance certificates, receipt of approval by other governmental agencies (if required) and any other documentation required by the ENGINEER. Any delay in issuance of the Notice to Proceed due to the Contractor's failure to provide the required documentation and consequently not being allowed to begin work on the project will not be sufficient grounds for an extension of the Contract Period.

PSP-21 MATERIALS AND EQUIPMENT STORAGE

The Contractor shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the construction period. The Contractor shall restore the storage area to its original condition upon completion of the project. Such restoration shall be at no additional cost to the Owner.

The Contractor shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the Owner responsible in any way for occurrences of same.

PSP-22 EXISTING UTILITIES

The Contractor is responsible for contacting all involved utility owners and advising them of the effect of this project on their respective utility. Construction plans and anticipated construction schedules shall be provided to the utility owners. Each utility owner will be requested to attend the preconstruction conference to discuss potential conflicts and their schedule for relocation where required. All adjustments or relocations will be made by the utility owner unless otherwise indicated in the Contract Documents.

Most major utilities with underground facilities in the State subscribe to North Carolina 811 service. For calls originating in North Carolina, the telephone number is 811. For calls originating outside of North Carolina, the number is (800) 632-4949. The Contractor shall include the cost of any coordination and cooperation of utilities in his bid. No additional compensation shall be allowed for delays or inconveniences sustained by the Contractors due to utility relocation or adjustments. No additional payment will be made for re-mobilization required by a utility's failure to relocate utility at the request of the Contractor.

All existing facilities will be carefully protected by the Contractor. Any facilities damaged by the Contractor will be repaired immediately and restored to original condition. The contractor shall be required to provide a private utility locating firm for all private utility locations. All runway lights, taxiway lights, signs, and concrete surfaces to remain exposed shall be protected from asphalt and paint spray by suitable means. These and any other above-ground facilities shall be cleaned, if asphalt or paint is deposited on them, to the satisfaction of the ENGINEER. It is understood and agreed that the OWNER does not guarantee the

accuracy or the completeness of the location information relating to existing utility services, facilities or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his/her responsibility to protect such existing features from damage or unscheduled interruption of service.

Should the Contractor damage or interrupt the operations of a utility service or facility outside the project limits by accident or otherwise, he shall immediately notify the proper authority and the ENGINEER and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the ENGINEER continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his/her operations whether or not due to negligence or accident. The Contract Owner reserves the right to deduct such costs from any monies due or which may become due to the Contractor.

Where changes to utility facilities are to be made solely for the convenience of the Contractor, it shall be the Contractor's responsibility to arrange for such changes, and the Contractor shall bear all costs of such changes.

PSP-23 CONTRACTOR TO PROVIDE TWO-WAY RADIOS

The General Contractor shall provide a minimum of four (4) two-way radios (one for the Contractor's superintendent, one (1) for the ENGINEER, and one (1) for the OWNER'S testing laboratory) and one (1) spare for the duration of the project.

All radios, including chargers, adapters, etc., should be purchased new and shall become the property of the Contractor at the completion of the project. The aeronautical radios shall include rechargeable NICAD battery, antennas, and drop in charger.

The Contractor will be responsible for all required maintenance during project. If a radio will be out of service for a period of 48 hours or more, a substitute shall be provided.

PSP-24 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

The bidder is expected to carefully examine the site of the proposed work, the proposal, plan, specifications, and Contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed Contract. The Contractor shall bid this project in its entirety. The cost for all elements described within the plans and specifications shall be included in the contract bid proposal at the time of bid opening. The intent of the contract is to provide for construction and completion, in every detail, of the work described within these plans and specifications. The list of quantities does not list incidental items of work. The Contractor shall determine what line items incidentals are bid. Questions regarding incidentals or items of work not specifically called out in the list of quantities shall be addressed to the Engineer prior to submission of bid. The submission of a bid shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed Contract, plans, and specifications. Site visits can be arranged by contacting the Mid-Carolina Regional Airport at (704) 216-7749.

PSP-25 EROSION AND SEDIMENTATION CONTROL MEASURES

The Contractor shall install and maintain all erosion and sedimentation control measures and devices necessary to comply with the Erosion and Sedimentation Control Plan and applicable local and state ordinances and laws. All erosion and sedimentation control measures and devices shall be installed prior to beginning clearing or grading operations. Such devices shall be maintained in proper working condition from installation throughout the duration of the project.

The Contractor shall indemnify and hold harmless the Owner for any penalties imposed against the Owner by any local or state agency for the Contractor's failure to install and properly maintain erosion and sedimentation control devices. The Contractor shall immediately correct any deficiencies in erosion and sedimentation measures identified by the Owner or local or state agency. If the Contractor fails to correct the deficiencies within 24 hours after notification, the Owner will have such corrections performed and assess the cost of these corrections plus a 100% surcharge against the Contractor.

The costs for installing, maintaining for the duration of the project, and removing erosion and sedimentation devices shall be included in the respective items of work provided in the Contract.

PSP-26 HAZARDOUS, CONTAMINATED, AND/OR TOXIC MATERIAL

When the Contractor's operations encounter or expose any abnormal condition that may indicate the presence of a hazardous, contaminated, and/or toxic material, such operations shall be discontinued in the vicinity of the abnormal condition and the Owner shall be notified immediately. Upon notification by the Contractor, the Owner will investigate the work, and if hazardous, contaminated, and/or toxic materials are found, suspend the work in accordance with Section 80-07. The presence of barrels; old or abandoned underground storage tanks, and discolored earth, metal, wood, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or anything else that appears abnormal may be indicators of hazardous, contaminated, and/or toxic materials and shall be treated with extraordinary caution as they are evidence of abnormal conditions. The Contractor's operations shall not resume until so directed by the Engineer.

PSP-27 OSHA REQUIREMENTS

The Contractor shall comply with OSHA 1926, regulations applicable to the work.

PSP-28 ADJUSTMENT OF CONTRACT TIME

Contract time for this project may be adjusted only by change order, when requested by the Contractor in writing and approved by the ENGINEER and OWNER, for reasons outside of the Contractor's control, as follows:

1. Strikes, lockouts, or other labor actions which delay delivery of critical materials or performance of critical segments of work.
2. Natural disasters affecting the project site.
3. Excessive rainfall during an entire calendar month, defined as total monthly rainfall in excess of the normal rainfall for that calendar month as determined by NOAA and total number of days with

more than 0.1” of rainfall in excess of the normal number of such days for that calendar month. Standard Baseline established for this Contract is as follows:

January – 5 days	July – 8 days
February – 5 days	August – 6 days
March – 6 days	September – 5 days
April – 5 days	October – 5 days
May – 8 days	November – 5 days
June – 7 days	December – 5 days

4. Extreme low temperatures, defined as the average daily temperatures falling below the normal average daily temperature for that date and below the minimum allowable temperature specified for a critical component of the work, for 15 days or more in a calendar month. Average daily temperature and normal average daily temperature values shall be as reported by the National Weather Services, the Southeast Regional Climate Center, or other reliable source provided by the Contractor and acceptable to the ENGINEER.
5. Suspension of the work as ordered by the ENGINEER or OWNER.
6. Delays in critical work by others.
7. Significant additions to the scope of work.

The Contractor shall bear the burden of proof that a delay has been caused by factors outside his control, shall clearly demonstrate how the delay impacts the critical path of the work as shown on his work schedule as last revised, and shall demonstrate that he has made reasonable and prudent efforts to overcome the impact of the delay on the critical path.

Refer also to Section 80 of the General Conditions

PSP-29 INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain insurance in the amounts and coverage listed in Appendix A of the contract documents. The Contractor shall at the time of execution of the contract, file with the Owner, the Certificate of Insurance showing proof of coverage as required by this contract. All Certificates supplied in accordance with this provision shall contain a cancellation clause that in the event of a material change or cancellation, thirty (30) days prior written notice shall be given to the Owner. **A statement shall appear on the Certificate of Insurance and shall read: “Rowan County is to be added as an additional insured as evidence by an endorsement attached to this certificate.”**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party

indemnified hereunder. In any and all claims against the Owner (or the ENGINEER) or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other employee benefits acts. The insurance required by this provision shall be acquired by the Contractor for not less than the limits specified in the specifications.

The Contractor is advised that if any part of the work under the Contract is sublet, he should require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the Contractor from providing full insurance coverage on all phases of the project, including any that are sublet.

When certain work is to be performed inside rights-of-way owned by railroads, North Carolina Department of Transportation or other agencies, both the Contractor and any subcontractor may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits established by that agency.

PSP-30 MATERIAL AND EQUIPMENT

Material, Equipment, and Products Incorporated into the Work shall conform to applicable specifications and standards; shall comply with size, make, type and quality specified, or as specifically approved in writing by the Engineer; and shall not be used for any purpose other than that for which it is designed or is specified.

Manufactured and Fabricated Products shall be designed, fabricated and assembled in accordance with the best engineering and shop practices. Like parts of duplicate units shall be manufactured to standard sizes and gages, to be interchangeable. Products shall be suitable for service conditions. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved by Engineer in writing.

Related Requirements in Other Parts of the Project Manual: Conditions of the Contract.

Standardization: Unless otherwise approved by the Engineer, items and equipment of a similar type and function shall be furnished by one manufacturer to standardize on replacement parts, service calls, operation and maintenance matters, and to avoid a division of responsibility among several manufacturers.

A single supplier shall be used on principal items of equipment and systems where one or more components are not manufactured by the principal supplier; this is required to place performance and service responsibilities for the entire unit or system with only one supplier or manufacturer.

Contractor shall submit a complete list of products to be incorporated into the work (with the name of the installing contractor) at the Preconstruction Conference required by these specifications.

For products specified only by reference standard, select any product meeting that standard.

For products specified by naming several products or manufacturers, select any one of the products or manufacturers named, which complies with the specifications.

Airport lighting equipment covered by FAA specifications require certification under the Airport Lighting Equipment Certification Program described in Advisory Circular 150/5345-53B, latest edition. Select equipment from the Certified Airport Lighting Equipment list appended to the Advisory Circular. An updated list is published biannually.

For product substitutions the Contractor shall submit, at the Preconstruction Conference, all requests for product substitutions. No requests for substitutions will be accepted from manufacturers or suppliers.

Submit a separate written request for each product, supported with complete data, with drawings and samples as appropriate, including:

1. Comparison of the qualities of the proposed substitution with that specified.
2. Changes required in other elements of the work because of the substitution.
3. Effect on the construction schedule.
4. Cost data comparing the proposed substitution with the product specified.
5. Any required license fees or royalties.
6. Availability of maintenance service, and source of replacement materials.

Engineer shall be the judge of the equality and acceptability of the proposed substitution. If Engineer determines the proposed substitute product is not "equal" to the specified product, the Contractor must provide the specified product, subject to Engineer's shop drawing review and approval.

No further requests for substitutions will be considered after Preconstruction Conference.

PSP-31 PRECONSTRUCTION CONFERENCE

A pre-construction conference will be scheduled as soon as practicable after the award of the Contract. The Contractor will be expected to attend the conference along with any anticipated major subcontractors and major material suppliers, a proposed progress schedule in a form satisfactory to the ENGINEER and a statement of the anticipated monthly progress payments showing the percent of progress each month. The Contractor shall also provide at least two (2) telephone numbers which may be used to contact the Contractor or his authorized representative in the event of an emergency after normal business hours. Upon receipt of the required documentation, a Notice to Proceed will be issued by the ENGINEER.

The Contractor is also required to have the prospective job superintendent attend the preconstruction conference.

PSP-32 CONTRACTOR REQUIRED INFORMATION

The Contractor is required to submit a resume for any and all superintendents to be over the project throughout the duration of the project. The resumes shall be submitted to the Engineer and Airport at the preconstruction meeting.

At any time a new superintendent is used for the project which a resume was not submitted, a resume shall be submitted to the Engineer and Airport prior to his/her work on the project.

A list of all employees and subcontractors to work on the project site shall be submitted to the Engineer and Airport. The list should include all subcontractors working directly or indirectly for the prime Contractor and the amount each subcontractor is being paid. This list shall be provided to the Engineer and Airport at the preconstruction conference. The Contractor shall maintain a list of all employees and subcontractors working on the project for the duration of the project.

At any time a new employee or subcontractor is used for the project, an updated list shall be submitted to the Engineer and Airport prior to that employee or subcontractors working starting on Airport property.

PSP-33 CONTRACTOR COMMUNICATION - CONSTRUCTION OBSERVATION OF WORK

The Contractor shall be responsible for the duration of the project to maintain communication with the Engineer and Resident Project Representative on construction work activities for this project. During single-day or multiple-day periods, when the Contractor determines work will not occur for any reason other than forecasted precipitation, he/she shall notify the Engineer and Resident Project Representative in writing a minimum of twenty-four (24) hours in advance of no work occurring. Failure on the part of the Contractor to provide such minimum advance notice will be grounds for assessment of additional liquidated damages by the Owner as follows.

*An amount of **\$1,500.00 per calendar day** shall be deducted from any money due the Contractor for each calendar day of advance notification failure described above, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the surety, or from both. The amount of these deductions is to liquidate damages incurred by the Owner for additional Construction Observation services caused by the Contractor, and such deductions are not to be considered as penalties. These deductions are in addition to any other liquidated damages that may be assessed by the Owner provided for elsewhere in the Contract.*

PSP-34 QUANTITY TICKETS

Quantity tickets for items not measurable in place shall be submitted to the Resident Project Representative within seventy-two (72) hours after receipt of the material on the job. Each ticket shall indicate the date, contractor, job location and name, quantity of material, truck number, and signature of the contractor or his authorized representative. No tickets will be accepted after seventy-two (72) hours have elapsed between the time of delivery and submittal of tickets to the Resident Project Representative.

PSP-35 GUARANTEE

The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of acceptance by the Owner and shall replace any portions that fail because of faulty materials or workmanship at no additional cost to the Owner. A six (6) month and eleven (11) month inspection will be held during the warranty period. The Contractor shall immediately repair all defective items upon notification. Items repaired under the warranty provisions shall have an extended warranty period of twelve (12) months for repair of the item.

PSP-36 PROJECT CLOSEOUT DOCUMENTS

The Contractor shall provide the following documents with the final payment request, and any additional documents required by the FAA or NCDOT-DOA:

1. Notarized Consent of Surety to Final Payment (See Appendix “B”)
2. Contractor’s Affidavit of Payment of Debts and Claims (See Appendix “B”)
3. Contractor's Affidavit Of Release (Waiver) Of Liens (See Appendix “B”)
4. Sub-Contractor's Affidavit Of Release (Waiver) Of Liens
5. North Carolina and County Sales or Use Tax Statements and Certifications (See Appendix “C”)
6. Contractor Final Statement Letter
7. Contractor Warranty Statement
8. Project Record Drawings
9. Total Payment Amounts Made to All Certified DBE Vendors as Required by “Disadvantaged Business Enterprise Policy (POC and Municipalities)” section of the Specifications.
10. Any remaining reports required by the NPDES General Stormwater Permit NCGO1000 (Construction Activities) between the last partial payment request and the final payment request.

No final payment will be authorized until these documents have been properly completed and submitted by the Contractor.

PSP-37 GROUND COVER REQUIREMENTS

All disturbed areas on this project shall be provided temporary or permanent stabilization with ground cover as soon as practicable but in any event within fourteen (14) calendar days from the last land-disturbing activity.

All perimeter swales, ditches, perimeter slopes and all slopes steeper than 3' horizontal to 1' vertical (3:1), shall be provided temporary or permanent stabilization as soon as practicable but in any event within seven (7) calendar days from the last land-disturbing activity.

PSP-38**NPDES GENERAL CONSTRUCTION PERMIT REQUIREMENTS**

The Contractor will be provided a copy of the NPDES General Stormwater Permit NCG01000 (Construction Activities) prior to starting construction activities on the project. The Contractor, including supervisor and personnel responsible for completing paperwork, shall attend a training session at the Airport. The Contractor shall be required to comply with all applicable requirements of the Permit, and maintain all required paperwork for review by the OWNER and the North Carolina Department of Natural Resources upon request, including but not limited to the form "STORMWATER INSPECTIONS FOR GENERAL PERMIT NCG010000 – LAND DISTURBING ACTIVITIES". The Contractor shall provide and maintain a rain gauge onsite for the duration of the project. These requirements shall remain in full force and effect until the North Carolina Department of Natural Resources releases the site and formally closes the sediment and erosion control permit in writing for this project.

PSP-39**WINTER WEATHER SHUTDOWN**

In the event inclement winter weather causes the Contractor's progress to become unsatisfactory in the opinion of the Engineer and Owner, the Owner maintains the right to issue one or more temporary winter weather shut downs until weather conditions improve over a significant enough time period to allow satisfactory progress to be made by the Contractor.

If the Owner issues a temporary winter weather shut down, the Contractor shall re-open any temporarily closed airfield areas, shall provide any temporary measures to ensure safe movement and operation on the airfield by aircraft, and shall then cease any further work after being notified in writing of the shut down. The contract time will be stopped by the Owner during the temporary winter weather shut down, and will not re-start until the temporary winter weather shut down is terminated by the Owner in writing and the Contractor resumes work.

The Contractor will not be paid separately for any de-mobilization, re-mobilization or idle equipment/personnel costs as a result of the temporary winter weather shut down. The Contractor shall also be responsible for all required maintenance of sediment and erosion control measures during the temporary winter weather shut down at no additional cost to the Owner. All such costs and other incidentals incurred by the Contractor during the temporary winter weather shut down shall be incidental to the Contract and shall be included in the Contractor's bid proposal.

END OF PROJECT SPECIAL PROVISIONS

SAFETY AND SECURITY REQUIREMENTS

SAFETY AND SECURITY REQUIREMENTS

SAFETY REQUIREMENTS

GENERAL

The Contractor shall familiarize themselves with AC 150/5370-2G “Operational Safety on Airport During Construction. This AC sets forth guidelines for operation safety on airports during construction. This AC can be found at: http://www.faa.gov/documentLibrary/media/Advisory_Circular/150-5370-2G.pdf.

CONSTRUCTION ACTIVITY AND AIRCRAFT MOVEMENTS:

During the time that the Contractor is performing the work under this contract, the existing terminal ramps, taxiways, and runways at the airport will remain in use by aircraft, except as provided herein. To the extent feasible and convenient, in the opinion of the Owner's Engineer and to the extent permitted by the Federal Aviation Administration, the use by aircraft of runways and taxiways adjacent to areas where the Contractor is working will be so scheduled as to reduce disturbance to the Contractor's operations. Aircraft operations, unless otherwise specified in the contract specifications, shall always have priority over any and all of the Contractor's operations, and the Contractor shall not allow his employees, subcontractors, material men, and suppliers, or any other persons over whom he has control to enter or remain upon or allow any plant or materials to be brought on or to remain upon any part of the airport which, in the opinion of the Engineer, would be a hazardous location. Should ramps, runways, or taxiways be required for use by aircraft, and should the Engineer deem the Contractor to be too close to the portion used by aircraft for safety, he may, at his sole discretion, order the Contractor to suspend his operations; remove his personnel, plant, equipment, and materials to a safe distance; and stand by until the runway and taxiways are no longer required for use by aircraft.

The Contractor shall not allow his/her employees, subcontractors, material suppliers, or any other persons under the Contractor's control to cross any active runway, by foot or in a vehicle, without permission of the Owner or Engineer. The Contractor will be subject to a fine of up to \$10,000 for any unauthorized crossing of an active runway by any such person under the Contractor's control.

CONSTRUCTION ACTIVITY IN THE VICINITY OF NAVIGATIONAL AIDS

Construction activity in the vicinity of the FAA navigational aids (i.e., ILS, VOR) requires special consideration. Prospective bidders shall be alerted to this fact by the incorporating language requiring close coordination with the local Airway Facilities Sector as a condition of bid.

ADDITIONAL SAFETY REQUIREMENTS

The Contractor will adhere to the following requirements when working in close proximity to aircraft:

- A. The Contractor shall brief each equipment and vehicle operator to thoroughly acquaint him with the absolute necessity of exercising discretion and proper judgment while in the vicinity to aircraft operations.
- B. Assist the Engineer and the Owner in monitoring the conduct of each operator. All of the Contractor's employees and subcontractors shall be easily identifiable, and shall clothing as required by OSHA. All of the Contractor's employees and subcontractors shall wear shirts at all times.

- C. Require all operators to maintain a safe and reasonable speed and to utilize equipment strictly in accordance with prevailing weather conditions.
- D. At the direction of the Engineer, dismiss from the project any person operating unauthorized vehicles or equipment in an unauthorized area, or operating vehicles or equipment in a reckless and unreasonable manner.
- E. Shall not allow trash or debris to accumulate in his work or operations area. Extreme caution will be taken to keep all trash and debris from taxiways, runways, and ramp areas.
- F. Shall not allow his vehicles or equipment to be operated within 65.5 feet of the centerline of an active taxiway or within 250 feet of the centerline of an active runway, unless they are using a designated haul route or have the express consent of the Engineer.
- G. Immediately cease and remove his operations from any operations or work area at any time he is instructed to do so by the Engineer, or by the Airport Manager. The Contractor will not allow his operations to return to the area until he has received permission to do so by the Engineer.
- H. Shall provide, erect, and maintain all necessary barricades, signs, danger signals, and lights for the protection of the work and the safety of the public for both land and air traffic. Obstructions shall be illuminated as required by the Engineer.

MARKING OF REQUIRED CLEARANCES

The Contractor will establish a system of visual aids for marking and delineating the limits of required clearances adjacent to active runways, taxiways, and NAVAIDS during the process of construction under this contract. The system shall be easily distinguishable during both day and night time work. A detailed plan of materials and procedures the Contractor proposes to use will be submitted to the Engineer for approval prior to the start of any work under this contract. Any deviations from the plan must be requested and approved by the Engineer. The Engineer may request changes to the established plan whenever it is necessary for the protection of airport operations. The approved system of marking and delineation shall be installed, maintained, and protected at all times by the Contractor.

SECURITY REQUIREMENTS

CONSTRUCTION SECURITY REQUIREMENTS

- A. The Contractor shall mark each of his vehicles and his/her subcontractor's vehicles and pieces of equipment with a company name or logo on the sides of the vehicles and equipment. (For the purpose of this specification, a vehicle shall be defined as any device, including cars, trucks, buses, or other conveyances, which is required to carry a state license tag. All other devices which are primarily used in construction activities will be classified as equipment).
- B. **All** vehicles and equipment shall be marked as required by section "4. Vehicle Marking" of FAA Advisory Circular 150/5210-5 (current edition) while being operated in the Aircraft Operations Area (AOA).
- C. **All** vehicles and equipment shall be lighted as required by section "5. Vehicle Lighting" of FAA Advisory Circular 150/5210-5 (current edition) while being operated in the Aircraft Operations Area (AOA).

GENERAL CONSTRUCTION REQUIREMENTS

PROTECTION OF CABLES, CONTROLS, NAVAIDS, AND WEATHER BUREAU FACILITIES

- A. The Contractor is hereby informed that there are installed on the airport, FAA NAVAIDS, U.S. Weather Bureau facilities, and other electric power cables serving other facilities. Such NAVAIDS, Weather Bureau, and other facilities and electric cables must be fully protected during the entire construction time. Work under this contract can be accomplished in the vicinity of these facilities and cables only at approved periods of time, which approval is subject to withdrawal at any time because of changes in the weather, emergency conditions on the existing airfield areas, anticipation of emergency conditions, and for any other reason as determined by the Engineers acting under the orders and instructions of the Owner and/or the designated FAA representative. Any instructions to this Contractor to clear any given area, at any time, by the Engineer or, the Owner, shall be immediately executed. Construction work will be recommended in the cleared areas only when additional instructions are issued by the proper authorities.
- B. Power and control cables leading to and from any FAA NAVAIDS, Weather Bureau, and other facilities will be marked in the field by the OWNER for the information of the Contractor, before any work in their general vicinity is started. Thereafter, through the entire time of this construction, the cables shall be protected from any possible damage, including crossing with unauthorized equipment, etc. All known facilities and buried cables, and the approximate location thereof in the construction area, are shown on the plans.
- C. These special provisions intend to make perfectly clear the need for protection of FAA NAVAIDS, Weather Bureau, and other facilities and cables by this Contractor at all times.
- D. The Contractor shall immediately repair, with identical material by skilled workmen, any underground cables serving FAA NAVAIDS, Weather Bureau, and other airport facilities which are damaged by his workmen, equipment, or work. Prior approval of the FAA must be obtained for the materials, workmen, time of day or night, and method of repairs for any temporary or permanent repairs the Contractor proposes to make to any FAA NAVAIDS, Weather Bureau facilities, or other cables and controls serving such NAVAIDS and facilities damaged by the Contractor. Prior approval of the Engineer or of the representative designated by the Owner must be obtained for the materials, workmen, time of day or night, and method of repairs for any temporary or permanent repairs the Contractor proposes to make to any other airport facilities and cables damaged by this Contractor.
- E. It is recognized that the Owner will incur costs for employees' salaries, engineering fees, and otherwise in connection with the damage, inspection, and repair of any such damage caused by the Contractor; and, consequently, the Owner may incur loss of income by reason of the diversion of aircraft traffic from the airport resulting from interruption of the use of airport facilities, and that such expenses and loss of income are not measurable now and may not be reasonably ascertainable at the time of any incident caused by this Contractor. The Owner and the Contractor hereby agree to the assessment of liquidated damages in lieu of such expenses or other damages incurred by the Owner. In addition to the obligation of this Contractor to immediately repair any cables or facilities damaged by the Contractor, as set forth above, for each incident where cables are located within five feet of the position defined on the ground and are cut or damaged and the facility served by cables which are cut or damaged is not able to perform its required function, resulting in the diversion of aircraft or the interruption of the normal flow of air traffic and aircraft operations on the airport, the sum of \$2,000.00 shall be deducted from any money due the Contractor, or if no

money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the surety, or from both if concurrence is received by the FAA. The amount of these deductions is to cover liquidated damages to the Owner incurred by additional and other expenses and damages arising from the incident or incidents caused by the Contractor, and such deductions are not to be considered as penalties.

PROTECTION OF UTILITIES

- A. The Contractor shall be responsible for the safety, protection, maintenance, and final restoration to all surface and subsurface utilities (together with all parts and appurtenances thereof). Utilities, as referred to in this section, shall be understood to mean public utilities and other privately-owned utilities.
- B. The Contractor shall not proceed with his work until he has made diligent inquiry at the offices of the utility companies or other owners involved, of the nature and scope of the project, and of his operations that may affect their facilities. The Contractor shall notify the Engineer of his operations affecting utilities at the same time the utility companies are notified.
- C. Before the Contractor begins any work or operations in the vicinity or subsurface structures, he shall carefully locate such structures and conduct his operations so as to avoid any damage to them.
- D. The Contractor shall permit the owners of utilities, and personnel engaged by them, access to the site of the work at all times in order to protect or relocate their facilities, and he shall cooperate with them in performing this work.
- E. The Contractor shall maintain, at no expense to the Owner, all access roads in a condition suitable for use by the Owner's normal equipment.
- F. The Contractor shall be responsible for the continuity of service of all overhead, surface, and subsurface utilities affected by his operations, and shall maintain them in a safe and satisfactory operating condition. The Engineer shall be notified at the time of all contracts with any utility company or other owner to ensure proper coordination between Contractor, Engineer, and utility company.
- G. The Contractor shall carry out his work carefully and skillfully, and shall support and secure utility structures so as to avoid damage to them. He shall not move any utility structures without the owner's written consent, and at the completion of the work, their condition shall be as safe and permanent as before.
- H. The Contractor shall, at his own expense, make good any direct or indirect damage that may be done in the course of construction to any utility structure or property through or by reason of the prosecution of the work. The liability of the Contractor under this covenant is absolute and is not dependent upon any questions of negligence on his part, or on the part of his agent, servants, employees, subcontractors, or suppliers, and the neglect of the Owner or the Engineer to direct the Contractor to take any particular precaution or to refrain from doing any particular thing shall not excuse the Contractor of any such damage in any case.
- I. When utility structures, facilities, or equipment are damaged by the Contractor, he shall notify their owners, who may cause the damage to be repaired at the Contractor's expense. If the cost thereof is not paid by the Contractor within 30 days after repairs have been completed, the Owner may retain an amount sufficient to cover the cost from any monies due or that may become due the

Contractor under the contract.

- J. It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for normal delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances or the operation of moving them.
- K. It is anticipated that the following utilities, as indicated on the plans, may be encountered by the Contractor while performing his operations under this contract, and which will remain in active service as indicated on the plans. (The Owner does not guarantee the accuracy of this list nor shall it be responsible for any additions thereto or deletions therefrom due to abandonment).
 - 1. Water lines as generally shown on the drawings.
 - 2. Telephone ductbank, manholes and cable.
 - 3. Storm and Sanitary Sewer lines.
 - 4. Gas and fuel transmission lines as generally shown on the drawings.
 - 5. Electrical services as generally shown on the drawings.
 - 6. All airfield electrical cables, light fixtures, and appurtenances as generally shown on the plans.

END OF SAFE

Intentionally Left Blank

SITE WORK

Item P-151 Clearing and Grubbing

DESCRIPTION

151-1.1 This item shall consist of clearing or clearing and grubbing, including the disposal of materials, for all areas within the limits designated on the plans or as required by the Resident Project Representative (RPR).

a. Clearing shall consist of the cutting and removal of all trees, stumps, brush, logs, hedges, the removal of fences and other loose or projecting material from the designated areas. The grubbing of stumps and roots will not be required.

b. Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all trees, stumps, down timber, logs, snags, brush, undergrowth, hedges, heavy growth of grass or weeds, fences, structures, debris, and rubbish of any nature, natural obstructions or such material which in the opinion of the RPR is unsuitable for the foundation of strips, pavements, or other required structures, including the grubbing of stumps, roots, matted roots, foundations, and the disposal from the project of all spoil materials resulting from clearing and grubbing.

c. Tree Removal. Tree Removal shall consist of the cutting and removal of isolated single trees or isolated groups of trees, and the grubbing of stumps and roots. The removal of all the trees of this classification shall be in accordance with the requirements for the particular area being cleared.

CONSTRUCTION METHODS

151-2.1 General. The areas denoted on the plans to be cleared or cleared and grubbed shall be staked on the ground by the Contractor as indicated on the plans.

The removal of existing structures and utilities required to permit orderly progress of work shall be accomplished by local agencies, unless otherwise shown on the plans. Whenever a telephone pole, pipeline, conduit, sewer, roadway, or other utility is encountered and must be removed or relocated, the Contractor shall advise the RPR who will notify the proper local authority or owner to secure prompt action.

151-2.1.1 Disposal. All materials removed by clearing or by clearing and grubbing shall be disposed of outside the Airport's limits at the Contractor's responsibility, except when otherwise directed by the RPR. As far as practicable, waste concrete and masonry shall be placed on slopes of embankments or channels. When embankments are constructed of such material, this material shall be placed in accordance with requirements for formation of embankments. Any broken concrete or masonry that cannot be used in construction and all other materials not considered suitable for use elsewhere, shall be disposed of by the Contractor. In no case, shall any discarded materials be left in windrows or piles adjacent to or within the airport limits. The manner and location of disposal of materials shall be subject to the approval of the RPR and shall not create an unsightly or objectionable view. When the Contractor is required to locate a disposal area outside the airport property limits, the Contractor shall obtain and file with the RPR permission in writing from the property owner for the use of private property for this purpose.

151-2.1.2 Blasting. Blasting shall not be allowed.

151-2.2 Clearing. The Contractor shall clear the staked or indicated area of all materials as indicated on the plans. Trees unavoidably falling outside the specified clearing limits must be cut up, removed, and

disposed of in a satisfactory manner. To minimize damage to trees that are to be left standing, trees shall be felled toward the center of the area being cleared. The Contractor shall preserve and protect from injury all trees not to be removed. The trees, stumps, and brush shall be cut flush with the original ground surface. The grubbing of stumps and roots will not be required.

Fences shall be removed and disposed of as directed by the RPR. Fence wire shall be neatly rolled and the wire and posts stored on the airport if they are to be used again, or stored at a location designated by the RPR if the fence is to remain the property of a local owner or authority.

151-2.3 Clearing and grubbing. In areas designated to be cleared and grubbed, all stumps, roots, buried logs, brush, grass, and other unsatisfactory materials as indicated on the plans, shall be removed, except where embankments exceeding 3-1/2 feet (105 cm) in depth will be constructed outside of paved areas. For embankments constructed outside of paved areas, all unsatisfactory materials shall be removed, but sound trees, stumps, and brush can be cut off flush with the original ground and allowed to remain. Tap roots and other projections over 1-1/2 inches (38 mm) in diameter shall be grubbed out to a depth of at least 18 inches (0.5 m) below the finished subgrade or slope elevation.

Any buildings and miscellaneous structures that are shown on the plans to be removed shall be demolished or removed, and all materials shall be disposed of by removal from the site. The cost of removal is incidental to this item. The remaining or existing foundations, wells, cesspools, and like structures shall be destroyed by breaking down the materials of which the foundations, wells, cesspools, etc., are built to a depth at least 2 feet (60 cm) below the existing surrounding ground. Any broken concrete, blocks, or other objectionable material that cannot be used in backfill shall be removed and disposed of at the Contractor's expense. The holes or openings shall be backfilled with acceptable material and properly compacted.

All holes in embankment areas remaining after the grubbing operation shall have the sides of the holes flattened to facilitate filling with acceptable material and compacting as required in Item P-152. The same procedure shall be applied to all holes remaining after grubbing in areas where the depth of holes exceeds the depth of the proposed excavation.

METHOD OF MEASUREMENT

151-3.1 The quantities of clearing as shown by the limits on the plans shall be the number of acres, or fractions thereof, of land specifically cleared.

151-3.2 The quantities of clearing and grubbing as shown by the limits on the plans shall be the number of acres, or fractions thereof, of land specifically cleared and grubbed.

BASIS OF PAYMENT

151-4.1 Payment shall be made at the contract unit price per acre or fractions thereof for clearing. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

151-4.2 Payment shall be made at the contract unit price per acre or fractions thereof for clearing and grubbing. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-151-4.1 Clearing – per acre or fractions thereof

Item P-151-4.2 Clearing and grubbing – per acre or fractions thereof

END OF ITEM P-151

Intentionally Left Blank

Item P-152 Excavation, Subgrade, and Embankment

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.

152-1.2 Classification. All material excavated shall be classified as defined below:

a. Unclassified excavation. Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature which is not otherwise classified and paid for under one of the following items.

b. Muck excavation. Muck excavation shall consist of the removal and disposal of deposits or mixtures of soils and organic matter not suitable for foundation material. Muck shall include materials that will decay or produce subsidence in the embankment. It may consist of decaying stumps, roots, logs, humus, or other material not satisfactory for incorporation in the embankment.

152-1.3 Unsuitable excavation. Unsuitable material shall be disposed in designated waste areas as shown on the plans. Materials containing vegetable or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material suitable for topsoil may be used on the embankment slope when approved by the RPR.

CONSTRUCTION METHODS

152-2.1 General. Before beginning excavation, grading, and embankment operations in any area, the area shall be cleared or cleared and grubbed in accordance with Item P-151.

The suitability of material to be placed in embankments shall be subject to approval by the RPR. All unsuitable material shall be disposed of in waste areas as shown on the plans. All waste areas shall be graded to allow positive drainage of the area and adjacent areas. The surface elevation of waste areas shall be specified on the plans or approved by the RPR.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the RPR notified per Section 70, paragraph 70-20. At the direction of the RPR, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Areas outside the limits of the pavement areas where the top layer of soil has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches (100 mm), to loosen and pulverize the soil. Stones or rock fragments larger than 4 inches (100 mm) in their greatest dimension will not be permitted in the top 6 inches (150 mm) of the subgrade.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the RPR, who shall arrange for their removal if necessary. The Contractor, at their

own expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of the Contractor's operations during the period of the contract.

a. Blasting. Blasting shall not be allowed.

152-2.2 Excavation. No excavation shall be started until the work has been staked out by the Contractor and the RPR has obtained from the Contractor, the survey notes of the elevations and measurements of the ground surface. The Contractor and RPR shall agree that the original ground lines shown on the original topographic mapping are accurate, or agree to any adjustments made to the original ground lines.

Digital terrain model (DTM) files of the existing surfaces, finished surfaces and other various surfaces were used to develop the design plans.

Volumetric quantities were calculated by comparing DTM files of the applicable design surfaces and generating Triangle Volume Reports. Electronic copies of DTM files and a paper copy of the original topographic map will be issued to the successful bidder.

Existing grades on the design cross sections or DTM's, where they do not match the locations of actual spot elevations shown on the topographic map, were developed by computer interpolation from those spot elevations. Prior to disturbing original grade, Contractor shall verify the accuracy of the existing ground surface by verifying spot elevations at the same locations where original field survey data was obtained as indicated on the topographic map. Contractor shall recognize that, due to the interpolation process, the actual ground surface at any particular location may differ somewhat from the interpolated surface shown on the design cross sections or obtained from the DTM's. Contractor's verification of original ground surface, however, shall be limited to verification of spot elevations as indicated herein, and no adjustments will be made to the original ground surface unless the Contractor demonstrates that spot elevations shown are incorrect. For this purpose, spot elevations which are within 0.1 foot of the stated elevations for ground surfaces, or within 0.04 foot for hard surfaces (pavements, buildings, foundations, structures, etc.) shall be considered "no change". Only deviations in excess of these will be considered for adjustment of the original ground surface. If Contractor's verification identifies discrepancies in the topographic map, Contractor shall notify the RPR in writing at least two weeks before disturbance of existing grade to allow sufficient time to verify the submitted information and make adjustments to the design cross sections or DTM's. Disturbance of existing grade in any area shall constitute acceptance by the Contractor of the accuracy of the original elevations shown on the topographic map for that area.

All areas to be excavated shall be stripped of vegetation and topsoil. Topsoil shall be stockpiled for future use in areas designated on the plans or by the RPR. All suitable excavated material shall be used in the formation of embankment, subgrade, or other purposes as shown on the plans. All unsuitable material shall be disposed of as shown on the plans.

The grade shall be maintained so that the surface is well drained at all times.

When the volume of the excavation exceeds that required to construct the embankments to the grades as indicated on the plans, the excess shall be used to grade the areas of ultimate development or disposed as directed by the RPR. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from borrow areas.

a. Selective grading. When selective grading is indicated on the plans, the more suitable material designated by the RPR shall be used in constructing the embankment or in capping the pavement subgrade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas until it can be placed. The more suitable material shall then be placed and compacted as specified. Selective grading shall be considered incidental to the work involved. The cost of stockpiling and placing the material shall be included in the various pay items of work involved.

b. Undercutting. Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for safety areas, subgrades, roads, shoulders, or any areas intended for turf shall be excavated to a minimum

depth of 12 inches (300 mm) below the subgrade or to the depth specified by the RPR. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed off the airport. The cost is incidental to this item. This excavated material shall be paid for at the contract unit price per cubic yard (per cubic meter) for unclassified excavation. The excavated area shall be backfilled with suitable material obtained from the grading operations or borrow areas and compacted to specified densities. The necessary backfill will constitute a part of the embankment. Where rock cuts are made, backfill with select material. Any pockets created in the rock surface shall be drained in accordance with the details shown on the plans. Undercutting will be paid as unclassified excavation.

c. Over-break. Over-break, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the RPR. All over-break shall be graded or removed by the Contractor and disposed of as directed by the RPR. The RPR shall determine if the displacement of such material was unavoidable and their own decision shall be final. Payment will not be made for the removal and disposal of over-break that the RPR determines as avoidable. Unavoidable over-break will be classified as "Unclassified Excavation."

d. Removal of utilities. The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by someone other than the Contractor. All existing foundations shall be excavated at least 2 feet (60 cm) below the top of subgrade or as indicated on the plans, and the material disposed of as directed by the RPR. All foundations thus excavated shall be backfilled with suitable material and compacted as specified for embankment or as shown on the plans.

152-2.3 Borrow excavation. Borrow areas are not required.

152-2.4 Drainage excavation. Drainage excavation shall consist of excavating drainage ditches including intercepting, inlet, or outlet ditches; or other types as shown on the plans. The work shall be performed in sequence with the other construction. Ditches shall be constructed prior to starting adjacent excavation operations. All satisfactory material shall be placed in embankment fills; unsuitable material shall be placed in designated waste areas or as directed by the RPR. All necessary work shall be performed true to final line, elevation, and cross-section. The Contractor shall maintain ditches constructed on the project to the required cross-section and shall keep them free of debris or obstructions until the project is accepted.

152-2.5 Preparation of cut areas or areas where existing pavement has been removed. In those areas on which a subbase or base course is to be placed, the top 12 inches of subgrade shall be compacted to not less than 100% of maximum density for non-cohesive soils, and 95% of maximum density for cohesive soils as determined by ASTM 698. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

152-2.6 Preparation of embankment area. All sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. The cleared surface shall be broken up by plowing or scarifying to a minimum depth of 6 inches (150 mm) and shall then be compacted per paragraph 152-2.10.

Sloped surfaces steeper than one (1) vertical to four (4) horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches (300 mm) and compacted as specified for the adjacent fill.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

152-2.7 Control Strip. The first half-day of construction of subgrade and/or embankment shall be considered as a control strip for the Contractor to demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of this specification. The

sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches (300 mm) upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not begin until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

152-2.8 Formation of embankments. The material shall be constructed in lifts as established in the control strip, but not less than 6 inches (150 mm) nor more than 12 inches (300 mm) of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

The lifts shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by the RPR. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained due to rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. The Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

The material in each lift shall be within $\pm 2\%$ of optimum moisture content before rolling to obtain the prescribed compaction. The material shall be moistened or aerated as necessary to achieve a uniform moisture content throughout the lift. Natural drying may be accelerated by blending in dry material or manipulation alone to increase the rate of evaporation.

The Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content to achieve the specified embankment density.

The RPR will take samples of excavated materials which will be used in embankment for testing and develop a Moisture-Density Relations of Soils Report (Proctor) in accordance with ASTM D698. A new Proctor shall be developed for each soil type based on visual classification.

Density tests will be taken by the RPR for every 3,000 square yards of compacted embankment for each lift which is required to be compacted, or other appropriate frequencies as determined by the RPR.

If the material has greater than 30% retained on the 3/4-inch (19.0 mm) sieve, follow AASHTO T-180 Annex Correction of maximum dry density and optimum moisture for oversized particles.

Rolling operations shall be continued until the embankment is compacted to not less than 100% of maximum density for non-cohesive soils, and 95% of maximum density for cohesive soils as determined by ASTM 698. Under all areas to be paved, the embankments shall be compacted to a depth of 6 inches and to a density of not less than 100 percent of the maximum density as determined by ASTM 698. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

On all areas outside of the pavement areas, no compaction will be required on the top 4 inches which shall be prepared for a seedbed in accordance with Item T-901.

The in-place field density shall be determined in accordance with ASTM D1556. The RPR shall perform all density tests. If the specified density is not attained, the area represented by the test or as designated by the RPR shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

Compaction areas shall be kept separate, and no lift shall be covered by another lift until the proper density is obtained.

During construction of the embankment, the Contractor shall route all construction equipment evenly over the entire width of the embankment as each lift is placed. Lift placement shall begin in the deepest portion of the embankment fill. As placement progresses, the lifts shall be constructed approximately parallel to the finished pavement grade line.

When rock, concrete pavement, asphalt pavement, and other embankment material are excavated at approximately the same time as the subgrade, the material shall be incorporated into the outer portion of the embankment and the subgrade material shall be incorporated under the future paved areas. Stones, fragmentary rock, and recycled pavement larger than 4 inches (100 mm) in their greatest dimensions will not be allowed in the top 12 inches (300 mm) of the subgrade. Rockfill shall be brought up in lifts as specified or as directed by the RPR and the finer material shall be used to fill the voids forming a dense, compact mass. Rock, cement concrete pavement, asphalt pavement, and other embankment material shall not be disposed of except at places and in the manner designated on the plans or by the RPR.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in lifts of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in lifts not exceeding 2 feet (60 cm) in thickness. Each lift shall be leveled and smoothed with suitable equipment by distribution of spalls and finer fragments of rock. The lift shall not be constructed above an elevation 4 feet (1.2 m) below the finished subgrade.

There will be no separate measurement of payment for compacted embankment. All costs incidental to placing in lifts, compacting, discing, watering, mixing, sloping, and other operations necessary for construction of embankments will be included in the contract price for excavation, borrow, or other items.

152-2.9 Proof rolling. The purpose of proof rolling the subgrade is to identify any weak areas in the subgrade and not for compaction of the subgrade. Before start of embankment, and after compaction is completed, the subgrade area shall be proof rolled with a 20 ton (18.1 metric ton) Tandem axle Dual Wheel Dump Truck loaded to the legal limit with tires inflated to 80/100/150 psi (0.551 MPa/0.689 MPa/1.034 MPa) in the presence of the RPR. Apply a minimum of 1 coverage, or as specified by the RPR, under pavement areas. A coverage is defined as the application of one tire print over the designated area. Soft areas of subgrade that deflect more than 1 inch (25 mm) or show permanent deformation greater than 1 inch (25 mm) shall be removed and replaced with suitable material or reworked to conform to the moisture content and compaction requirements in accordance with these specifications. Removal and replacement of soft areas is incidental to this item.

152-2.10 Compaction requirements. The subgrade under areas to be paved shall be compacted to a depth of 12 inches and to a density of not less than 100 percent of the maximum dry density as determined by ASTM D698. The subgrade in areas outside the limits of the pavement areas shall be compacted to a depth of 12 inches and to a density of not less than 95 percent of the maximum density as determined by ASTM D698.

The material to be compacted shall be within $\pm 2\%$ of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils). When the material has greater than 30

percent retained on the $\frac{3}{4}$ inch (19.0 mm) sieve, follow the methods in ASTM D698. Tests for moisture content and compaction will be taken at a minimum of 3,000 S.Y. of subgrade. All quality assurance testing shall be done by the RPR.

The in-place field density shall be determined in accordance with ASTM D1556.

Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

If the specified density is not attained, the entire lot shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the plans or as directed by the RPR and the finished subgrade shall be maintained.

152-2.11 Finishing and protection of subgrade. Finishing and protection of the subgrade is incidental to this item. Grading and compacting of the subgrade shall be performed so that it will drain readily. All low areas, holes or depressions in the subgrade shall be brought to grade. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans. All ruts or rough places that develop in the completed subgrade shall be graded, re-compacted, and retested. The Contractor shall protect the subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes.

The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been accepted by the RPR.

152-2.12 Haul. All hauling will be considered a necessary and incidental part of the work. The Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

The Contractor's equipment shall not cause damage to any excavated surface, compacted lift or to the subgrade as a result of hauling operations. Any damage caused as a result of the Contractor's hauling operations shall be repaired at the Contractor's expense.

The Contractor shall be responsible for providing, maintaining and removing any haul roads or routes within or outside of the work area, and shall return the affected areas to their former condition, unless otherwise authorized in writing by the Owner. No separate payment will be made for any work or materials associated with providing, maintaining and removing haul roads or routes.

152-2.13 Surface Tolerances. In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. The Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense.

- a. **Smoothness.** The finished surface shall not vary more than $\pm \frac{1}{2}$ inch (12 mm) when tested with a 12-foot (3.7-m) straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot (3.7-m) straightedge for the full length of each line on a 50-foot (15-m) grid.
- b. **Grade.** The grade and crown shall be measured on a 50-foot (15-m) grid and shall be within ± 0.05 feet (15 mm) of the specified grade.

On safety areas, turfed areas and other designated areas within the grading limits where no subbase or base is to be placed, grade shall not vary more than 0.10 feet (30 mm) from specified grade. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

152-2.14 Topsoil. When topsoil is specified or required as shown on the plans or under Item T-905, it shall be salvaged from stripping or other grading operations. The topsoil shall meet the requirements of Item T-905. If, at the time of excavation or stripping, the topsoil cannot be placed in its final section of finished construction, the material shall be stockpiled at approved locations. Stockpiles shall be located as shown on the plans and the approved CSPP, and shall not be placed on areas that subsequently will require any excavation or embankment fill. If, in the judgment of the RPR, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further re-handling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as shown on the plans and as required in Item T-905. Topsoil shall be paid for as provided in Item T-905. No direct payment will be made for topsoil under Item P-152.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

152-3.1 There will be no direct measurement or payment for any work covered by this item. All earthwork shall be included in the bid item to which it pertains. These prices shall be full compensation for furnishing all materials and for all preparation, delivering and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T-180	Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop
--------------	---

ASTM International (ASTM)

ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft ³ (600 kN-m/m ³))
-----------	--

ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
------------	---

ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft ³ (2700 kN-m/m ³))
------------	---

ASTM D6938	Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
------------	--

Advisory Circulars (AC)

AC 150/5370-2	Operational Safety on Airports During Construction Software
---------------	---

Software

FAARFIELD – FAA Rigid and Flexible Iterative Elastic Layered Design

U.S. Department of Transportation

FAA RD-76-66

Design and Construction of Airport Pavements on Expansive Soils

END OF ITEM P-152

Item T-901 Seeding

DESCRIPTION

901-1.1 This item shall consist of soil preparation, seeding, fertilizing and liming the areas shown on the plans or as directed by the RPR in accordance with these specifications.

MATERIALS

901-2.1 Seed. The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the RPR duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six (6) months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected.

Seeds shall be applied as follows:

Seed Properties and Rate of Application (Between August 15 and April 30)

Seed	Minimum Seed Purity (Percent)	Minimum Germination (Percent)	Rate of Application lb/acre (or lb/1,000 S.F.)
Tall Fescue	99	95	100
Pensacola Bahiagrass	99	95	75
Creeping Red Fescue	99	95	50
Unhulled Sericea Lespedeza	99	95	10
Rye Grain	99	95	25

Seeding shall be performed during the period between August 15 and April 30 inclusive, unless otherwise approved by the RPR. Seeding on slopes 3:1 or greater: increase Unhulled Sericea Lespedeza to 50 lb/acre and Rye Grain to 35 lb/acre.

Seed Properties and Rate of Application (Between May 1 and August 15)

Seed	Minimum Seed Purity (Percent)	Minimum Germination (Percent)	Rate of Application lb/acre (or lb/1,000 S.F.)
Tall Fescue	99	95	50
Pensacola Bahiagrass	99	95	100
Creeping Red Fescue	99	95	75
Unhulled Sericea Lespedeza	99	95	25
Korean Lespedeza	99	95	25

Seeding shall be performed during the period between May 1 and August 15 inclusive, unless otherwise approved by the RPR. Seeding on slopes 3:1 or greater: increase Unhulled Sericea Lespedeza to 35 lb/acre.

901-2.2 Lime. Lime shall be ground limestone containing not less than 85% of total carbonates, and shall be ground to such fineness that 90% will pass through a No. 20 (850 µm) mesh sieve and 50% will pass through a No. 100 (150 µm) mesh sieve. Coarser material will be acceptable, providing the rates of application are increased to provide not less than the minimum quantities and depth specified in the special provisions on the basis of the two sieve requirements above. Dolomitic lime or a high magnesium lime shall contain at least 10% of magnesium oxide. Lime shall be applied at the rate of recommendations of soil test. All liming materials shall conform to the requirements of ASTM C602.

901-2.3 Fertilizer. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified, and shall meet the requirements of applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

- a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;
- b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or
- c. A granular or pellet form suitable for application by blower equipment.

Fertilizers shall be 18-24-12 commercial fertilizer and shall be spread at the rate of 500 pounds per acre

901-2.4 Soil for repairs. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the RPR before being placed.

CONSTRUCTION METHODS

901-3.1 Advance preparation and cleanup. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches (50 mm) in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches (125 mm) as a result of grading operations and, if immediately prior to seeding, the top 3 inches (75 mm) of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches (125 mm). Clods shall be broken and the top 3 inches (75 mm) of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

901-3.2 Dry application method. Not required.

c. Seeding. Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing. The fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

d. Rolling. After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot (60 to 97 kg per meter) of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot (223 to 298 kg per meter) of width for sandy or light soils.

901-3.3 Wet application method.

a. General. The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

b. Spraying equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons (190 liters) over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons (380 liters) per minute at a pressure of 100 lb / sq inches (690 kPa). The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch (16 mm) solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating

line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet (6 to 30 m). One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For case of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet (15 m) in length shall be provided to which the nozzles may be connected.

c. Mixtures. Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds (100 kg) of lime shall be added to and mixed with each 100 gallons (380 liters) of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds (100 kg) of these combined solids shall be added to and mixed with each 100 gallons (380 liters) of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. The Contractor shall identify to the RPR all sources of water at least two (2) weeks prior to use. The RPR may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source that is disapproved by the RPR following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two (2) hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

d. Spraying. Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches (75 mm), after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by the RPR, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 Maintenance of seeded areas. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the RPR. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the

satisfaction of the RPR. A grass stand shall be considered adequate when bare spots are one square foot (0.01 sq m) or less, randomly dispersed, and do not exceed 3% of the area seeded.

METHOD OF MEASUREMENT

901-4.1 The quantity of seeding to be paid for shall be the number of units acre measured on the ground surface, completed and accepted.

BASIS OF PAYMENT

901-5.1 Payment shall be made at the contract unit price per acre or fraction thereof, which price and payment shall be full compensation for furnishing and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.

Payment will be made under:

Item 901-5.1	Seeding - per acre
--------------	--------------------

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C602	Standard Specification for Agricultural Liming Materials
-----------	--

Federal Specifications (FED SPEC)

FED SPEC	JJJ-S-181, Federal Specification, Seeds, Agricultural
----------	---

Advisory Circulars (AC)

AC 150/5200-33	Hazardous Wildlife Attractants on or Near Airports
----------------	--

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-901

Intentionally Left Blank

Item T-908 Mulching

DESCRIPTION

908-1.1 This item shall consist of furnishing, hauling, placing, and securing mulch on surfaces indicated on the plans or designated by the RPR.

MATERIALS

908-2.1 Mulch material. Acceptable mulch shall be the materials listed below or any approved locally available material that is similar to those specified. Mulch shall be free from noxious weeds, mold, and other deleterious materials. Mulch materials, which contain matured seed of species that would volunteer and be detrimental to the proposed overseeding, or to surrounding farm land, will not be acceptable. Straw or other mulch material which is fresh and/or excessively brittle, or which is in such an advanced stage of decomposition as to smother or retard the planted grass, will not be acceptable.

a. Hay. Not required.

b. Straw. Not required.

c. Hay mulch containing seed. Not required.

d. Manufactured mulch. Cellulose-fiber or wood-pulp mulch shall be products commercially available for use in spray applications.

e. Asphalt binder. Asphalt binder material shall conform to the requirements of ASTM D977, Type SS-1 or RS-1.

908-2.2 Inspection. The RPR shall be notified of sources and quantities of mulch materials available and the Contractor shall furnish him with representative samples of the materials to be used 30 days before delivery to the project. These samples may be used as standards with the approval of the RPR and any materials brought on the site that do not meet these standards shall be rejected.

CONSTRUCTION METHODS

908-3.1 Mulching. Before spreading mulch, all large clods, stumps, stones, brush, roots, and other foreign material shall be removed from the area to be mulched. Mulch shall be applied immediately after seeding. The spreading of the mulch may be by hand methods, blower, or other mechanical methods, provided a uniform covering is obtained.

Mulch material shall be furnished, hauled, and evenly applied on the area shown on the plans or designated by the RPR. Straw or hay shall be spread over the surface to a uniform thickness at the rate of 2 to 3 tons per acre to provide a loose depth of not less than 1-1/2 inches nor more than 3 inches. Other organic material shall be spread at the rate directed by the RPR. Mulch may be blown on the slopes and the use of cutters in the equipment for this purpose will be permitted to the extent that at least 95% of the mulch in place on the slope shall be 6 inches or more in length. When mulches applied by the blowing method are cut, the loose depth in place shall be not less than one inch nor more than 2 inches.

908-3.2 Securing mulch. The mulch shall be held in place by light discing, a very thin covering of topsoil, pins, stakes, wire mesh, asphalt binder, or other adhesive material approved by the RPR. Where mulches

have been secured by either of the asphalt binder methods, it will not be permissible to walk on the slopes after the binder has been applied. When an application of asphalt binder material is used to secure the mulch, the Contractor must take every precaution to guard against damaging or disfiguring structures or property on or adjacent to the areas worked and will be held responsible for any such damage resulting from the operation.

If the “peg and string” method is used, the mulch shall be secured by the use of stakes or wire pins driven into the ground on 5-foot centers or less. Binder twine shall be strung between adjacent stakes in straight lines and crisscrossed diagonally over the mulch, after which the stakes shall be firmly driven nearly flush to the ground to draw the twine down tight onto the mulch.

908-3.3 Care and repair.

a. The Contractor shall care for the mulched areas until final acceptance of the project. Care shall consist of providing protection against traffic or other use by placing warning signs, as approved by the RPR, and erecting any barricades that may be shown on the plans before or immediately after mulching has been completed on the designated areas.

b. The Contractor shall be required to repair or replace any mulch that is defective or becomes damaged until the project is finally accepted. When, in the judgment of the RPR, such defects or damages are the result of poor workmanship or failure to meet the requirements of the specifications, the cost of the necessary repairs or replacement shall be borne by the Contractor.

c. If the “asphalt spray” method is used, all mulched surfaces shall be sprayed with asphalt binder material so that the surface has a uniform appearance. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons per 1,000 square feet, or as directed by the RPR, with a minimum of 6 gallons and a maximum of 10 gallons per 1,000 square feet depending on the type of mulch and the effectiveness of the binder securing it. Asphalt binder material may be sprayed on the mulched slope areas from either the top or the bottom of the slope. An approved spray nozzle shall be used. The nozzle shall be operated at a distance of not less than 4 feet from the surface of the mulch and uniform distribution of the asphalt material shall be required. A pump or an air compressor of adequate capacity shall be used to ensure uniform distribution of the asphalt material.

d. If the “asphalt mix” method is used, the mulch shall be applied by blowing, and the asphalt binder material shall be sprayed into the mulch as it leaves the blower. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons per 1,000 square feet or as directed by the RPR, with a minimum of 6 gallons and a maximum of 10 gallons per 1,000 square feet depending on the type of mulch and the effectiveness of the binder securing it.

METHOD OF MEASUREMENT

908-4.1 Mulching shall be measured in acre on the basis of the actual surface area acceptably mulched.

BASIS OF PAYMENT

908-5.1 Payment will be made at the contract unit price per acre or fraction thereof for mulching. The price shall be full compensation for furnishing all materials and for placing and anchoring the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item T-908-5.1	Mulching - per acre
----------------	---------------------

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D977 Standard Specification for Emulsified Asphalt

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-908

Intentionally Left Blank

APPENDICES

Appendix A

Contracts and Bonds

Intentionally Left Blank

**NORTH CAROLINA
ROWAN COUNTY**

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2021, by and between Rowan County, North Carolina (hereinafter referred to as "COUNTY"), party of the first part; and _____ (hereinafter referred to as "CONTRACTOR"), party of the second part;

WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the COUNTY hereby contracts for the services of the CONTRACTOR, and the CONTRACTOR hereby agrees to provide the services to the COUNTY in accordance with the terms of this Contract, time being of the essence.

SERVICES TO BE PROVIDED

The CONTRACTOR shall furnish and deliver all the materials and perform all the work in the manner and form as provided in the following enumerated Plans, Specifications and Contract Documents which are attached hereto and made a part hereof as if fully contained herein:

**ON-AIRPORT OBSTRUCTION REMOVAL
MID-CAROLINA REGIONAL AIRPORT**

Specifications and Contract Documents:

- a. Project Plans prepared by Talbert, Bright & Ellington, Inc. dated October 2021
- b. Instructions to Bidders
- c. General Conditions, including any Supplementary General Conditions
- d. Project Special Provisions
- e. Technical Provisions (Construction Details)
- f. Proposal Accepted as modified in the amount of _____ \$
- g. Performance and Payment Bond
- h. Addendum Nos. 1 through x
- i. Contract
- j. Contract Modifications

Hereinbefore and hereinafter, the above-listed plans, specifications, and contract documents shall be collectively referred to as "Contract."

SUBCONTRACTING AND ASSIGNMENT

CONTRACTOR shall not sub-contract all or any part of the services provided for in this Contract without prior written approval of the COUNTY. Additionally, CONTRACTOR

shall not assign all or any portion of this Contract, including rights to payments, to any other party without the prior written consent of the COUNTY.

TERM OF CONTRACT

The term of this contract shall be as outlined in the Project Plans and Specifications.

The CONTRACTOR shall commence the work to be performed under the Contract not later than the date set by the COUNTY in written notice to proceed, said date to be not less than ten (10) days after issuance of notice.

PAYMENT TO CONTRACTOR

The amount to be paid by the COUNTY shall not exceed the following:

ORIGINAL PROPOSAL: \$ _____

TOTAL ADDITIONS: \$ _____

TOTAL DEDUCTIONS: \$ _____

CURRENT CONTRACT AMOUNT: \$ _____

The COUNTY hereby agrees to pay to the CONTRACTOR for the faithful performance of this Contract, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States, such unit and/or lump sum prices as are set forth in the accepted proposal for quantities of each item actually accomplished.

The COUNTY shall make partial payments to the CONTRACTOR on a basis of a duly certified and approved estimate of work performed during the preceding calendar month by the CONTRACTOR within twenty (20) calendar days after receipt of a correct payment request, less ten percent (10%) of the amount of such estimate which is to be retained by the COUNTY until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the COUNTY.

Neither final payment nor any remaining retained percentage shall become due until thirty (30) days after all the following have occurred:

- b. The CONTRACTOR completes all work covered by this Contract;
- c. The COUNTY accepts such work; and
- d. The CONTRACTOR submits to the COUNTY evidence satisfactory to the COUNTY that all payrolls, bills for materials and equipment, and other indebtedness/costs connected with the construction have been paid or otherwise satisfied. COUNTY may require other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the COUNTY. If a Subcontractor refuses to

furnish a release or waiver required by the COUNTY, the CONTRACTOR may furnish a bond satisfactory to the COUNTY to indemnify the COUNTY against such lien. If such lien remains unsatisfied after payments are made, the CONTRACTOR shall refund to the AUTHORITY all money that the COUNTY may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

- e. The CONTRACTOR submits to COUNTY a certificate evidencing that insurance required by the Contract Documents is to remain in full force and effect, and will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the COUNTY;
- f. The CONTRACTOR submits a written statement that the CONTRACTOR knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; and
- g. The surety, if any, consents to final payment.

It is further mutually agreed between the CONTRACTOR and the COUNTY hereto if, at any time after the execution of this Contract and the Performance and Payment Bond hereto attached for its faithful performance, the second party shall deem the surety or sureties upon such bond to be unsatisfactory; or if, for any reason such bond ceases to be adequate to cover the performance of such work, the CONTRACTOR shall, at its expense, within five days after the receipt of notice from the COUNTY to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the OWNER. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the COUNTY.

WARRANTY

The CONTRACTOR hereby guarantees all materials and workmanship for a period of one (1) year from the date at final acceptance of all items of work set forth under this Contract.

RELATIONSHIP OF THE PARTIES

The CONTRACTOR shall operate as an Independent Contractor. COUNTY shall not be responsible for any of the CONTRACTOR'S acts or omissions. The CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The CONTRACTOR understands that neither federal, nor state, nor payroll tax of any kind shall be withheld or paid by the COUNTY on behalf of the CONTRACTOR or the employees of the CONTRACTOR. The CONTRACTOR further agrees that the CONTRACTOR is fully responsible for the payment of any and all taxes arising from the payment of monies under this Contract. The CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the COUNTY. The COUNTY shall not be liable to the CONTRACTOR for any expenses paid or incurred by the

CONTRACTOR unless otherwise agreed in writing. The CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and supplies required to provide the contracted services unless otherwise agreed in writing.

CONFIDENTIALITY

The CONTRACTOR shall use any and all information obtained as a result of its Performance of its duties under this Contract solely in furtherance of said Performance. CONTRACTOR shall ensure that it, its agents or assigns, or subcontractors initiate appropriate safeguards to prevent the use or disclosure of any confidential information for any purpose other than Performance of this Contract. CONTRACTOR ensures that every reasonable attempt to mitigate any such disclosure of confidential information is made.

LICENSURE AND CERTIFICATION

The CONTRACTOR shall comply with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the services to be performed under this Contract. The CONTRACTOR shall insure that all personnel engaged in work under this Contract shall be fully qualified and shall be authorized under state and local law to perform the services under this Contract. The CONTRACTOR shall further obtain and file with COUNTY the appropriate IRS form W-9.

INSURANCE

The CONTRACTOR shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by the Rowan County Finance Director. Should said Certificate of Insurance expire prior to the termination of this contract, CONTRACTOR shall supply to the COUNTY an updated certification prior to the expiration of the Certificate initially provided.

Workers' Compensation Insurance, with limits for Coverage A Statutory - State of North Carolina and Coverage B Employers Liability \$500,000 bodily injury, \$500,000 bodily injury by disease, and \$500,000 by disease policy limit.

Commercial General Liability of not less than \$2,000,000 General Aggregate Limit (Other than Products-Completed Operations), \$2,000,000 Products-Completed Operations Aggregate Limit, \$1,000,000 Personal and Advertising Injury Limit, \$1,000,000 Each Occurrence Limit, and \$100,000 Fire Damage Limit, and shall not contain an exclusion for contractual liability.

For Automobile Liability the limits shall not be less than \$1,000,000 each person, \$1,000,000 each occurrence of bodily injury liability, and \$1,000,000 each occurrence of property damage liability, policies with a single combined limit must be not less than \$2,000,000 or \$1,000,000 with an umbrella policy of \$1,000,000 per occurrence.

Professional Liability Insurance shall not be less than \$1,000,000 per occurrence and shall hold Stanly County Airport Authority, Stanly County, its departments, agents, employees or assigns harmless from any claim, including claims for attorneys fees or other legal expenses, which may arise as a result of the sole negligence or malpractice of an employee of the CONTRACTOR in providing services.

All insurance companies must be licensed in North Carolina and be acceptable to the COUNTY. Insurance policies, **EXCEPT** Workers' Compensation and Professional Liability, shall be endorsed (1) to show Rowan County as additional insured, as their interests may appear and (2) to amend cancellation notice to thirty (30) days, pursuant to North Carolina law. Certificates of Insurance shall be signed by a licensed North Carolina agent and be amended to show "thirty (30) days' notice of change or cancellation will be given to Rowan County Finance Director by certified mail."

Copies or originals of correspondence, certificates, endorsements or other items pertaining to insurance shall be sent to:

Valerie Steele, Airport Director
3670 Airport Loop Road
Salisbury, NC 28147

If the CONTRACTOR does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the COUNTY may be considered.

Failure of the COUNTY to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the COUNTY to identify a deficiency from evidence provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance.

INDEMNIFICATION

The CONTRACTOR agrees to defend, indemnify, and hold harmless Rowan County from all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death, to any person or persons or property damage caused in whole or in part by the negligence or misconduct of the CONTRACTOR or his/her subcontractors, agents and employees, except to the extent same are caused by the negligence or willful misconduct of Rowan County. It is the intent of this section to require the CONTRACTOR to indemnify Rowan County to the extent permitted under North Carolina law.

NON-APPROPRIATION

CONTRACTOR acknowledges that COUNTY is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of COUNTY's obligations under this contract, then this contract shall automatically expire without penalty to COUNTY thirty (30) days after written notice to CONTRACTOR of the unavailability and non-appropriation of public funds. It is expressly agreed that COUNTY shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the COUNTY's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects COUNTY 's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to COUNTY upon written notice to CONTRACTOR of such limitation or change in COUNTY 's legal authority.

TERMINATION

Should the COUNTY be notified by, or reasonably determine that, the CONTRACTOR is unable to substantially comply with the terms of this Contract the COUNTY may, at its discretion, immediately terminate this Contract and withhold any and all monies owed to the CONTRACTOR except those owing up to the date of termination. Either Party may cancel this Contract should the other party be in Breach of the Contract if, after a sufficient period of time has passed and the Breaching Party has been notified of such Breach, the Breach has not been cured by the Breaching Party.

Further, COUNTY shall, upon thirty (30) days written notice to CONTRACTOR, be permitted to withdraw from and cancel this Contract.

ACCESS TO AND RECORD RETENTION

CONTRACTOR agrees to maintain all records of or related to the SERVICES set out in this Contract and shall, upon the COUNTY 's request, provide the COUNTY with, or access to, said records.

SEVERABILITY

If any provision of the Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

FORCE MAJEURE

Neither Party shall incur any liability to the other if its performance of any obligation under this Contract is delayed or prevented by any of the following events: a change in any law, rule, regulation or ordinance; any new law, rule, regulation or ordinance; the requirements of any government or governmental entity or authority; war, riot, civil disorder or other hostilities; hurricanes, typhoons or other severe weather conditions; fire; earthquakes, floods and other natural disasters; damage to or destruction of a party's facilities.

If either party's performance under this Contract is delayed or prevented by any of the events described in the paragraph above, that party will notify the other in writing of the event, of its expected effect on that party's performance, and of when that party resumes its performance under and in accordance with the terms of this Contract. If the performance by a party of any [material] obligation under this Contract is delayed by any of the events described in the paragraph above, then if the total of all delays so caused exceeds a period of 10 days, the other party may terminate this Contract by giving written notice of termination to the affected party at any time prior to the affected party's notifying the other party in writing that it has resumed its performance under and in accordance with this Contract.

HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervision of all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the work and other persons who may be affected thereby.

NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of Federal, State or local law or this provision, this Contract may be cancelled, terminated or suspended in whole or in part by the COUNTY, and the CONTRACTOR may be declared ineligible for further COUNTY contracts.

NON-WAIVER

The failure of either party to exercise, or a delay in either party's exercising of, any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

GOVERNING LAW

This Contract shall be governed by and in accordance with the laws of the State of North Carolina. Unless prohibited by law, all actions relating in any way to this Contract shall be brought solely in the General Court of Justice of the State of North Carolina sitting in Rowan County or, where applicable, the United States District Court of the Middle District of North Carolina.

E-VERIFY COMPLIANCE

If CONTRACTOR is a person, business entity, or other organization that transacts business and employs 25 or more people in North Carolina, it agrees to comply with the E-Verify requirements found in Article 2 of Chapter 64 of the North Carolina General Statutes. CONTRACTOR also agrees that any and all its current or subsequently hired subcontractors shall comply with said E-Verify requirements if said subcontractors employ 25 or more employees in North Carolina.

IRAN DIVESTMENT ACT CERTIFICATION

Pursuant to North Carolina General Statute § 147-86.59, CONTRACTOR hereby certifies that, as of the date listed below, it is not identified on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. § 147-86.58 (hereinafter referred to as "List"). Additionally, CONTRACTOR hereby certifies that it shall not utilize any subcontractor in the performance of this Contract that is identified on said List.

ENTIRE AGREEMENT

The CONTRACTOR and the COUNTY agree that this document constitutes the entire agreement between the two parties and may only be modified by a written mutual agreement signed by the parties. Modifications may be evidenced by tele-facsimile signatures of the parties to this Contract. Unless and until further modified, this Contract shall consist of this document and the following attachments or addenda:

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have set their hands as of the day and year first above written and state that they have read and understand the terms herein and freely and voluntarily enter into this Contract and that without further proof or accounting thereof, it shall be deemed an original contract.

**ROWAN COUNTY
(COUNTY)**

**XXXXXXXXXXXXXXXXXX
(CONTRACTOR)**

By: _____

By: _____

Date: _____

Date: _____

(Mailing Address)

(Mailing Address)

130 W. Innes Street
Salisbury, NC 28144

XXXXXXXXXX
XXXXXXXXXX

Federal Tax ID#: _____

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

FINANCE DIRECTOR

PERFORMANCE BOND
100% of the Contract Amount

KNOW ALL MEN BY THESE PRESENT: that

[CONTRACTOR]
[ADDRESS]
[CITY, STATE]

as Principal, hereinafter called Contractor and _____, a
corporation duly organized under the laws of the State of _____
as Surety, hereinafter called Surety, are held firmly bound unto:

COUNTY OF ROWAN
130 WEST INNES STREET
SALISBURY, NC 28144

hereinafter called OWNER, in the amount of
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX (\$XXX,XXX.XX), for the
payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firm by these present.

WHEREAS, Contractor has by written agreement dated _____, 2021
entered into a Contract with OWNER for the **On-Airport Obstruction Removal** in
accordance with drawings and specifications prepared by:

TALBERT, BRIGHT & ELLINGTON, INC.
3525 WHITEHALL PARK DRIVE
SUITE 210
CHARLOTTE, NORTH CAROLINA 28273

which contract is by reference made a part hereof, and is hereinafter referred to as the
CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if
Contractor shall promptly and faithfully perform said Contract, then this obligation shall be
null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the
OWNER.

Whenever Contractor shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the defaults, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of contract price" as used in paragraph, shall mean the total amount payable to OWNER to Contractor under the Contract and any amendment thereto, less the amount properly paid by OWNER to Contractor.

Any suit this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER names herein or the heirs, executors, administrators or successors of the OWNER.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.

Signed and sealed this ____ day of _____, 2021.

BY:

Contractor

Name (Seal)

Title

WITNESS:

BY:

Principal
Surety

Name (Seal)

Title

WITNESS:

BY:

(Signature)
Licensed Resident Agent

(Typed)
Licensed Resident Agent

(Street Address)

(City / State / Zip Code)

(Telephone Number)

LABOR AND MATERIAL PAYMENT BOND

100% of the Contract Amount

KNOW ALL MEN BY THESE PRESENT: that

**XXXXXXXXXXXXXXXXXX
XXXXXXXX STREET
XXXXXXX, NC XXXXX**

as Principal, hereinafter called Principal, and _____, a corporation
duly organized under the laws of the State of _____
as Surety, hereinafter called Surety, are held firmly bound unto:

**COUNTY OF ROWAN
130 WEST INNES STREET
SALISBURY, NC 28144**

as Obligee, hereinafter called OWNER, for the use and benefit of claimants as
hereinbelow defined, in the amount of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXX(\$XXX,XXX.XX), for the payment whereof Principal and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firm by these present.

WHEREAS,

Principal has by written agreement dated _____, 2021 entered into a contract
with OWNER for the **On-Airport Obstruction Removal** in accordance with drawings and
specifications prepared by:

**TALBERT, BRIGHT & ELLINGTON, INC.
3525 WHITEHALL PARK DRIVE
SUITE 210
CHARLOTTE, NORTH CAROLINA 28273**

which contract is by reference made a part hereof, and is hereinafter referred to as the
CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if
Principal shall promptly make payment to all claimants as hereinafter defined, for all labor
and material used or reasonably required for the use in the performance of the Contract, then
this obligation shall be void; otherwise it shall remain in full force and effect, subject,
however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contractor.
2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sums or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following; the Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to who the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or surety, at any place where an office is regularly maintained for the transaction of business, or served in the state in which the aforesaid project is located, save that such service need not be made by public officer.
 - b. After the expiration of one (1) year following the date of which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.

Signed and sealed this ____ day of _____, 2021.

BY:

Contractor

Name (Seal)

Title

WITNESS:

BY:

Principal
Surety

Name (Seal)

Title

WITNESS:

BY:

Licensed Resident Agent (Signature)

Licensed Resident Agent (Typed)

(Street Address)

(City / State / Zip Code)

(Telephone Number)

Intentionally Left Blank

Appendix B

Forms

Intentionally Left Blank

ESTIMATE FOR PARTIAL PAYMENT

No: _____

Owner's Project No.: _____

TBE Project No.: _____

Project Name: _____

Contractor: _____

Contract Date: _____

Contract For: _____

Application Date: _____

For Period Ending: _____

Original Contract Price: _____
Net Change Orders: _____
Current Contract Price: _____
Total Amount Earned (Col. 9): _____
Retained Percentage (____%): _____
Total Earned Less Retained: _____
Total Previously Approved: _____
Amount Due This Estimate: _____
Total Amount Due: _____

CERTIFICATE OF CONTRACTOR

The undersigned certifies to the best of his knowledge and belief that all items, units, quantities and prices for work and material herein are correct; that all work has been performed and materials supplied in accordance with the terms and conditions of the Construction Contract and all authorized changes thereto; that the above is a true and correct statement of the contract up to and including the last day of the period of the estimate; that all previous payments received from the Owner for work performed under the Construction Contract have been applied to discharge all obligations incurred by the undersigned in connection with work covered by prior estimates for partial payment; and that all materials and equipment incorporated in the above project are free and clear of all liens, security interests and encumbrances.

Contractor: _____

Title: _____

By: _____

Date: _____

CERTIFICATE OF OWNER'S ENGINEERS

I certify that I have verified this Estimate for Partial Payment and that to the best of my knowledge and belief it is a true and correct statement of work performed materials supplied under the Contract.

TALBERT, BRIGHT & Ellington, INC., CHARLOTTE, NORTH CAROLINA

Resident Observer

Name: _____
Date

Project Engineer

Name: _____
Date

OWNER'S RECOMMENDATION FOR PAYMENT

Approved and Payment Recommended: _____, OWNER

BY: _____ TITLE: _____ DATE: _____

Sheet ____ of ____ Sheets									
No. and Description of Unit		Contract			Work Done This Period		Work Completed To Date		
Item #	Detailed Estimate	Quantity	Unit Price	Cost Estimate	No. of Units	Amount Earned	No. of Units	Amount Earned	% Complete
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

STATE AND COUNTY SALES/USE TAX STATEMENT

Contractor (or Subcontractor's) Name _____

Job: _____

Sheet No. _____ of _____

INVOICE	INVOICE DATES FROM _____ 20____ THRU _____ 20____	VENDOR'S NAME	TYPE OF MATERIAL	TOTAL AMOUNT OF INVOICE	SALES/USE TAX	
					STATE %	COUNTY %

SUBTOTAL THIS PAGE: _____

TOTAL ALL INVOICES: _____

TAX STATEMENT AND CERTIFICATION

This is to certify that the foregoing or attached statement is a true and complete statement of all North Carolina and Local Sales or Use Tax paid by the undersigned Contractor from _____, 20____ to _____, 20____, inclusive for the materials and equipment that were or will become a part of the construction of the:

On-Airport Obstruction Removal project at Mid-Carolina Regional Airport, Salisbury, NC

(THE FOLLOWING PORTION TO BE FILLED OUT BY THE GENERAL CONTRACTOR ONLY)

It is further certified that:

are the subcontractors that are engaged by this Contractor in the performance of this Contract whose tax statements are also enclosed herewith.

CONTRACTOR OR SUBCONTRACTOR

Sworn and subscribed before me this

_____ day of _____, 20____

NOTARY PUBLIC

(SEAL)

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

OWNER	<input type="checkbox"/>
ENGINEER	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT (Name and Address): _____

TO (Owner): _____

Engineer's Project No.: _____
Contract for: _____
Contract Date: _____

CONTRACTOR: _____

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(insert name and address of Surety Company here)

_____, Surety Company

on bond of (here insert name and address of Contractor)

_____, Contractor

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of its obligations to (here insert name and address of Owner)

_____, Owner

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this ____ day of _____ 20__.

Surety Company
Signature of Authorized Representative

Attest:
(Seal):

Title

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

OWNER	<input type="checkbox"/>
ENGINEER	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

TO (Owner): _____ Engineer's Project No.: _____
Contract for: _____
Contract Date: _____

PROJECT (Name and Address): _____

State of: _____

County of: _____

The undersigned, pursuant to the General Conditions of the Contract for Construction, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services, who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

CONTRACTOR: _____

Address: _____

Subscribed and sworn to before me this _____

Day of _____, 20____

Notary Public: _____

My Commission Expires: _____ (Seal)

AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

OWNER	<input type="checkbox"/>
ENGINEER	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

TO (Owner): _____ Engineer's Project No.: _____
Contract for: _____

PROJECT (Name and Address): _____

State of: _____

County of: _____

The undersigned, pursuant to the General Conditions of the Contract for Construction, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

CONTRACTOR: _____

Address: _____

By: _____

Subscribed and sworn to before me this _____

Day of _____, 20____

Notary Public: _____

My Commission Expires: _____ (Seal)

Intentionally Left Blank

Appendix C

Required Federal Provisions

Intentionally Left Blank

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. 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, are as follows:

Timetables

Goals for minority participation for each trade: 15.7%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of 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 non-federally 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 efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting

the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is North Carolina, Stanly, and New London.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

The Stanly County Airport Authority in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements:

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 (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, 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, will not discriminate on the grounds of race, color, or national origin in

the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, 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 will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (Title of Sponsor) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (Title of Sponsor) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (Title of Sponsor) will there upon revert to and vest in and become the absolute property of (Title of Sponsor) and its assigns.*

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 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 of 1990, 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 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 USC 1681 *et seq.*)

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the

Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

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, including watchmen and guards, 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 clause, 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 clause, 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 clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner 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 clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor 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 clause.

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 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 (1)(ii) 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 easily be seen by the workers.

- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) 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 Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of

receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, 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.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) 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 Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, 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.

- (i) 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 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii) (A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. 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 www.dol.gov/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 Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit

them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, 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 sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) 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:

- (1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
- (2) Each laborer and 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;
- (3) 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.

(C) 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)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

- (iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or

the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

- (i) Apprentices. 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in

accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that 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.
- (iii) **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.

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 in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses 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 Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section 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.

- (i) 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).

- (ii) 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).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-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 Owner deems appropriate, which may include, but is not limited to:

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

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq.*).

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take

affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such

provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:
 - a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
 - b. “Director” means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. “Employer identification number” means the Federal social security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. “Minority” includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications

shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective

- bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an 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.
- (2) 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 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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.

PROHIBITION OF SEGREGATED FACILITIES

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where

segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

- (b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

- 1. Contractor must immediately discontinue work as specified in the written notice.
- 2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
- 3. Discontinue orders for materials and services except as directed by the written notice.
- 4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
- 5. Complete performance of the work not terminated by the notice.

6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

TERMINATION FOR DEFAULT (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice-to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;

5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

END OF REQUIRED FEDERAL PROVISIONS

Intentionally Left Blank

Appendix D

Davis Bacon Wage Rates

Intentionally Left Blank

U.S. DEPARTMENT OF LABOR

"General Decision Number: NC20210089 01/01/2021

Superseded General Decision Number: NC20200089

State: North Carolina

Construction Type: Highway

Counties: Caswell, Davidson, Iredell, Lee, Montgomery, Moore, Richmond, Rowan and Stanly Counties in North Carolina.

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 \$10.95 for calendar year 2021 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 \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

SUNC2014-004 11/17/2014

	Rates	Fringes
BLASTER.....	\$ 21.85	
CARPENTER	\$ 13.98	
CEMENT MASON/CONCRETE FINISHER	\$ 13.67	
ELECTRICIAN		
Electrician	\$ 19.19	2.39
Telecommunications Technician.....	\$ 14.96	1.07
IRONWORKER	\$ 14.53	
LABORER		
Asphalt Raker and Spreader.....	\$ 11.75	
Asphalt Screed/Jackman	\$ 14.03	
Carpenter Tender	\$ 10.21	
Cement Mason/Concrete Finisher Tender	\$ 12.26	
Common or General.....	\$ 10.45	.13
Guardrail/Fence Installer	\$ 13.43	
Pipelayer	\$ 13.36	.43
Traffic Signal/Lighting Installer	\$ 16.29	
PAINTER		
Bridge.....	\$ 19.62	
POWER EQUIPMENT OPERATOR		
Asphalt Broom Tractor	\$ 12.14	
Bulldozer Fine.....	\$ 16.92	
Bulldozer Rough.....	\$ 15.58	
Concrete Grinder/Groover	\$ 25.00	
Crane Boom Trucks	\$ 14.83	
Crane Other.....	\$ 21.05	
Crane Rough/All-Terrain	\$ 21.25	
Drill Operator Rock.	\$ 15.43	1.61
Drill Operator Structure	\$ 19.24	
Excavator Fine	\$ 16.09	1.52

Excavator Rough.....	\$ 14.07	.74
Grader/Blade Fine.....	\$ 19.40	
Grader/Blade Rough	\$ 15.48	
Loader 2 Cubic Yards or Less	\$ 12.67	1.52
Loader Greater Than 2 Cubic Yards	\$ 14.48	
Material Transfer Vehicle (Shuttle Buggy).....	\$ 17.39	
Mechanic.....	\$ 18.86	
Milling Machine.....	\$ 16.26	
Off-Road Hauler/Water Tanker	\$ 12.90	
Oiler/Greaser.....	\$ 16.36	
Pavement Marking Equipment	\$ 11.63	
Paver Asphalt.....	\$ 15.07	
Roller Asphalt Breakdown.....	\$ 12.91	
Roller Asphalt Finish	\$ 13.67	
Roller Other	\$ 13.48	
Scraper Finish	\$ 13.59	
Scraper Rough.....	\$ 11.53	
Slip Form Machine	\$ 19.99	
Tack Truck/Distributor Operator	\$ 15.60	
TRUCK DRIVER		
GVWR of 26,000 or Less	\$ 10.58	
GVWR of 26,001 Lbs or Greater.....	\$ 13.50	.15

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 (29CFR 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, DC 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, DC 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, DC 20210

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

=====

END OF GENERAL DECISION

Intentionally Left Blank