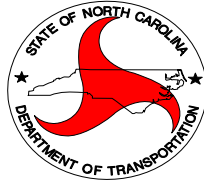


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



Division 2 Bridge Maintenance Unit

CONTRACT PROPOSAL

WORK ORDER NUMBER: 2B. 105411
ROUTE: US 70/NC 11 COUNTY: Lenoir
DESCRIPTION: Cleaning & Painting of Bridges # 54, #57, #62, #70 and #71
BID OPENING:
2:00 PM , Tuesday May 19, 2009

NOTICE:

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

NAME OF BIDDER _____

ADDRESS OF BIDDER _____

RETURN BIDS TO: **Mr. John R. Hughes
Bridge Maintenance Engineer
255 South Glenburnie Road
New Bern, NC 28560**

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APPENDIX:

GUIDELINES FOR MANAGING BRIDGE WASH WATER
TRAFFIC CONTROL PLANS

PRE-QUALIFYING TO BID

In order to qualify to bid on this contract, all prospective Bidders must attend the Pre-Bid Conference.

All prospective Bidders shall be pre-qualified with the Department of Transportation prior to submitting a bid. Contractors who are not pre-qualified may obtain information and forms for pre-qualifying from:

Contractual Services Unit
State Contractual Services Engineer
Greg Keel, PE
Tel: (919) 733-7174
Fax: (919) 715-7378

All required pre-qualification statements and documents shall be filed with the State Contractual Services Engineer at least two weeks prior to the date of opening bids.

PRE-BID CONFERENCE

All prospective bidders are to meet for the Pre-Bid Conference, at 10:00 AM, Wednesday, April 22, 2009, in the Lenoir County Maintenance Yard, 1629 Highway 258 South, Kinston, NC 28504. This Conference will be conducted by Department personnel for the purpose of providing additional information about the project and to give Bidders an opportunity to ask any questions they may have. **Only bids received from Bidders who have attended and properly registered at the Pre-Bid Conference will be considered.**

No questions concerning the project will be answered by any Department personnel at any time except at the Pre-Bid Conference.

Attendance at the Pre-Bid Conference will not meet the requirements of proper registration unless the individual attending has registered at the Conference in accordance with the following:

1. The individual signs his or her name on the official roster;
2. The individual writes in the name and address of the company he or she represents, and
3. Only one company is shown as being represented by the individual attending.
4. The individual is an officer or permanent employee of the firm they represent.

SPECIAL PROVISIONS

AVAILABILITY OF FUNDS - TERMINATION OF CONTRACTS

Payments made on this contract are subject to availability of funds as allocated by the General Assembly. If the General Assembly fails to allocate adequate funds, the Department reserves the right to terminate this contract. Contract bids totaling \$1.2 million or greater cannot be awarded by the Division.

In the event of termination, the Contractor shall be given a written notice of termination at least 60 days before completion of schedule work for which funds are available. In the event of termination, the Contractor shall be paid for the work already performed in accordance with the contract specifications.

PREPARATION AND SUBMISSION OF BIDS

All bids shall be prepared and submitted in accordance with the following listed requirements.

1. The proposal form furnished by the Department shall be used and shall not be taken apart or altered.
2. All entries including signatures shall be written in ink.
4. The amount bid shall be written in figures in the proper place in the proposal form.
5. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
6. The bid shall be properly executed. In order to constitute proper execution, the bid shall show the Contractor's name, address, and Federal Identification Number and shall be signed by an authorized representative. Bids submitted by corporations shall bear the seal of the corporation.
6. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
7. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
8. The bid shall be accompanied by a bid bond on the form furnished by the Department or by a bid deposit. The bid bond shall be completely and properly executed in accordance with the requirements of "Bid Bond or Bid Deposit". The bid deposit shall be a certified check or cashiers check in accordance with "Bid Bond or Bid Deposit".
9. The bid shall be placed in a sealed envelope (complete proposal) and shall have been delivered to and received by the Department prior to the time specified in the invitation to bid.

REJECTION OF BIDS

Any bid submitted which fails to comply with any of the requirements contained herein shall be considered irregular and may be rejected.

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder. The lowest responsible Bidder will be notified that his bid has been accepted and that he has been awarded the contract.

BID BOND OR BID DEPOSIT

Each bid shall be accompanied by a corporate bid bond or a bid deposit of a certified or cashiers check in the amount of at least 5% of the total amount bid for contract. No bid will be considered or accepted unless accompanied by one of the foregoing securities. The bid bond shall be executed by a Corporate Surety licensed to do business in North Carolina and the certified check or cashiers check shall be drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation and made payable to the Department of Transportation in an amount of at least 5% of the total amount bid for the contract. The condition of the bid bond or bid deposit is: the Principal shall not withdraw its bid within 60 days after the opening of the same, and if the contract is awarded to the Principal, the Principal shall within 15 days after the prescribed contract documents are mailed to him for signature, execute such contractual documents as may be required by the terms of the bid and give payment and performance bonds with good and sufficient surety as required for the faithful performance of the contract and for the protection of all persons supplying labor and materials in the prosecution of the work; in the event of the failure of the Principal to enter into such contract and execute such documents as may be required, then the amount of the bid bond shall be immediately paid to the Department as liquidated damages or, in the case of a bid deposit, the deposit shall be forfeited to the Department.

When a bid is secured by a bid bond, the bid bond shall be on the form furnished by the Department. The bid bond shall be executed by both the Bidder and a Corporate Surety licensed under the laws of North Carolina to write such bonds.

The execution by the Bidder shall be in the same manner as required under "Preparation and Submission of Bids" for the proper execution of the bid. The execution by the Corporate Surety shall be the same as is provided for under "Preparation and Submission of Bids" for the execution of the bid by a corporation. The seal of the Corporate Surety shall be affixed to the bid bond. The bid bond form furnished is for execution of the Corporate Surety by a General Agent or Attorney in Fact. A certified copy of the Power of Attorney shall be attached if the bid bond is executed by a General Agent or Attorney in Fact. The Power of Attorney shall contain a certification that the Power of Attorney is still in full effect as of the date of the execution of the bid bond by the General Agent or Attorney in Fact. If the bid bond is executed by the Corporate Surety by the President, Vice President, or Assistant Vice President, and attested to by the Secretary or Assistant Secretary, then the bid bond form furnished shall be modified for such execution, instead of execution by the Attorney in Fact or the General Agent.

When a bid is secured by a bid deposit (certified check or cashiers check), the execution of a bid bond will not be required.

Lenoir County
Project 2B.105411

All bid bonds will be retained by the Department until the contract is executed by the successful Bidder, after which all such bid bonds will be returned to the Bidder or the Surety.

PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

Bonds will not be required by the Department if the awarded amount of the contract is less than Three Hundred Thousand Dollars (\$300,000.), otherwise, the following shall apply:

(A) The successful Bidder, at the time of the execution of the contract, shall provide a contract performance bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. Such bond shall be solely for the protection of the contracting body which awarded the contract.

(B) The successful Bidder, at the time of the execution of the contract, shall provide a contract payment bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the prompt payment for all labor or materials for which a contractor or subcontractor is liable. The payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which a contractor or subcontractor is liable.

The performance bond and the payment bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina and become effective upon the awarding of the construction contract.

Before an award is made, the apparent low bidder will be notified in writing to submit to the Purchasing Section, a performance bond and payment bond, each in the amount of 100% of the contract.

DELIVERY OF BIDS

All bids (complete proposal) shall be placed in a sealed envelope having the name and address of the Bidder, and the Statement on the outside of the envelope:

“Bid for State Highway Project No. 2B.105411, Cleaning & Painting Bridges #'s 54, 57, 62, 70,
& 71, Lenoir County”

If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope addressed to:

N. C. DEPARTMENT OF TRANSPORTATION
BRIDGE MAINTENANCE UNIT
255 South Glenburnie Road
New Bern, NC 28560

ATTENTION: Mr. John R. Hughes

Lenoir County
Project 2B.105411

The outer envelope shall also bear the statement:

“BID FOR STATE HIGHWAY PROJECT NO.2B.105411”

If delivered in person, the sealed envelope shall be delivered to the office of North Carolina Department of Transportation, Bridge Maintenance Unit, 255 South Glenburnie Road, New Bern, NC 28560. All bids shall be delivered prior to the time specified in the invitation to bid. Bids received after 2:00 PM, May 19, 2009, will not be accepted.

PROJECT SPECIAL PROVISIONS
GENERAL

1.0 GENERAL REQUIREMENTS

A. SCOPE OF WORK

This work shall consist of furnishing all labor, equipment, and materials to clean and paint the structural steel of the existing bridges. Work includes: removing, containment and disposal of the existing paint system; preparation of the surface to be painted and applying the new paint system; traffic control, marking & delineation; portable lighting; erosion and sediment control; seeding and mulching all grassed areas disturbed; and all incidental items necessary to complete the project as specified and shown on the plans.

The contractor shall be responsible for fulfilling all requirements of the NCDOT Standard Specifications for Roads and Structures dated July 2006, except as otherwise specified herein.

B. LOCATION AND DESCRIPTION

See Traffic Control Plans.

C. CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this contract is the date of the Purchase Order but not later than July 12, 2009.

The completion date for this contract is the date that is Ninety (75) consecutive calendar days after and including the date the Contractor begins work.

The liquidated damages for this contract time are One Thousand Dollars (\$1,000.00) per calendar day. After award of the project, the Contractor shall notify the Engineer of his expected date for beginning work. Should the Contractor desire to revise this date, he shall notify the Engineer in writing at least thirty (30) days prior to the revised date.

At the pre-construction conference, the Contractor shall declare his expected date for beginning work

D. INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES

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

Contractor will not close a lane on US 70 EBL on Friday after 12 Noon until 12 AM, Midnight.

Contractor will not close a lane on US 70 WBL on Sunday after 12 Noon until 12 AM, Midnight.

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

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

The liquidated damages are One Thousand Dollars (\$1,000.00) per day.

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS:

The Contractor shall not close or narrow a lane of traffic, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules (where times conflict/overlap, the more restrictive will apply):

1. For **New Year's Day**, between the hours of 6:00 a.m December 31st to 9:00 p.m January 2nd. If New Year's Day is on Saturday or Sunday, then until 7:00 p.m the following Tuesday.
2. For **Easter**, between the hours of 6:00 a.m Thursday and 7:00 p.m Monday.
3. For **Memorial Day**, between the hours of 6:00 a.m Friday and 9:00 p.m Tuesday.
4. For **Independence Day**, between the hours of 6:00 a.m on July 3 and 9:00 p.m on July 6.
5. For **Labor Day**, between the hours of 6:00 a.m Friday and 7:00 p.m Tuesday.
6. For **Thanksgiving Day**, between the hours of 6:00 a.m Tuesday and 9:00 p.m Monday.
7. For **Christmas**, between the hours of 6:00 a.m the Friday before the week of Christmas Day and 9:00 p.m the following Monday after the week of Christmas Day.

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

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

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

The liquidated damages are One Thousand Dollars (\$1,000.00) per hour.

E. CONSTRUCTION METHODS

The contractor shall perform all construction activities in accordance with the applicable requirements of the NCDOT Standard Specifications for Roads and Structures dated July 2006, except as otherwise specified herein.

F. SITE INVESTIGATION AND REPRESENTATION

The Contractor acknowledges that he has satisfied himself as to the nature of the work, and general and local conditions; particularly those bearing on transportation, availability of labor, State Regulations for safety and security of property, roads, and facilities required for the prosecution of the work, and all matters which can in any way affect the work, or cost thereof, under this contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work.

G. CONTROL OF EROSION, SILT AND POLLUTION

Control of erosion, siltation, and pollution shall meet the requirements of Section 107-13 of the Standard Specifications for Roads and Structures dated July 2006.

The Contractor may, at his option, submit an alternate plan and sequence by submitting 3 copies of the proposed alternate to the Engineer for approval. Approval must be obtained before construction is started on the alternate plan.

In the event an erosion and sedimentation control plan is not followed or properly maintained, all other work shall be suspended until corrections are made.

H. MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the Department's "Material and Tests Manual". All material must be approved by the Engineer prior to being used.

I. TRAFFIC CONTROL

The Contractor shall provide all traffic control for this project in accordance with the plans and proposal and as directed by the Engineer.

J. INDEMNIFICATION

The Contractor shall indemnify, defend and save harmless, the State, the Department, and all of its officers, agents and employees from all damages, suits, actions or claims brought of any injuries or damages sustained by any person or property on account of the Contractor's operations in connection with the contract. It is specifically understood and

agreed that this indemnification agreement does not cover or indemnify the Department for its own negligence, breach of contract, equipment failure, or other circumstance of operation beyond the control of the Contractor. The Contractor shall be responsible for and indemnify and save the Department harmless for any and all damages to its property caused by the negligence of the Contractor, its employees or agents in carrying out this contract.

K. COMPENSATION

The Department agrees to pay the Contractor the total project bid cost including any bid item overruns, minus any liquidated damages, when he has satisfactorily completed the scheduled work described herein.

L. ADDITIONAL COMPENSATION and/or EXTENSION OF COMPLETION DATE

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the State Bridge Maintenance Engineer with detailed justification within thirty (30) days after receipt of final invoice payment. The failure on the part of the Contractor to submit the claim(s) within thirty (30) days shall be a bar to recovery.

M. BASIS OF PAYMENT

Monthly partial payments will be made in accordance with Section 109-4 of the NCDOT Standard Specifications dated July 2006.

N. WORK PROCEDURES AND ASSIGNMENTS

1. ENGINEER

The Engineer for this project shall be the State Bridge Management Engineer, thru the issuing of the purchase order. Thereafter the Engineer shall be the Division 2 Engineer, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

2. AUTHORITY OF THE ENGINEER

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

3. CONTRACTOR SUPERVISION

The Contractor shall have a responsible Supervisor for the purpose of supervising, scheduling and coordinating this contract with the Engineer.

4. AVAILABILITY

Provisions shall be made so that a Supervisor can be contacted at any time during the length of the contract.

O. COMPETITIVE PROPOSALS

Pursuant to the provisions of G.S. 143-54 under penalty of perjury, the signer of this proposal certifies this proposal has not been arrived at collusively nor otherwise in violation of Federal or North Carolina Anti-Trust Laws. All proposals must be signed by the owner or an officer of the firm.

P. ACCEPTANCE AND REJECTION

The right is reserved by the Contracting Agency to accept or reject all proposals or to waive any informality in the proposals.

Q. SEED MIXES FOR BRIDGE MAINTENANCE P.O. CONTRACTS

Seed Mix East

Divisions:

Counties:

1	Currituck, Dare, Hyde, Bertie, Camden, Chowan, Gates, Hertford, Martin, Northampton, Pasquotank, Perquimans, Tyrell, Washington
2	Beaufort, Carteret, Craven, Pamlico, Greene, Jones, Lenoir, Pitt
3	Brunswick, New Hanover, Onslow, Pender, Duplin, Sampson
4	Edgecombe, Halifax, Johnston, Nash, Wayne, Wilson
5	Durham, Franklin, Granville, Person, Vance, Wake, Warren
6	Bladen, Columbus, Cumberland, Harnett, Robeson
8	Hoke, Lee, Montgomery, Moore, Richmond, Scotland
10	Anson

SEEDING AND MULCHING:

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

All Roadway Areas

March 1 - August 31

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

September 1 - February 28

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

Waste and Borrow Locations

March 1 – August 31

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

September 1 - February 28

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

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

Approved Tall Fescue Cultivars

2 nd Millennium	Duster	Magellan	Rendition
Avenger	Endeavor	Masterpiece	Scorpion
Barlexas	Escalade	Matador	Shelby
Barlexas II	Falcon II, III, IV & V	Matador GT	Signia
Barrera	Fidelity	Millennium	Silverstar
Barrington	Finesse II	Montauk	Southern Choice II
Biltmore	Firebird	Mustang 3	Stetson
Bingo	Focus	Olympic Gold	Tarheel
Bravo	Grande II	Padre	Titan Ltd
Cayenne	Greenkeeper	Paraiso	Titanium
Chapel Hill	Greystone	Picasso	Tomahawk
Chesapeake	Inferno	Piedmont	Tacer
Constitution	Justice	Pure Gold	Trooper
Chipper	Jaguar 3	Prospect	Turbo
Coronado	Kalahari	Quest	Ultimate
Coyote	Kentucky 31	Rebel Exeda	Watchdog
Davinci	Kitty Hawk	Rebel Sentry	Wolfpack
Dynasty	Kitty Hawk 2000	Regiment II	
Dominion	Lexington	Rembrandt	

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

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

TEMPORARY SEEDING:

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

FERTILIZER TOPDRESSING:

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

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

SUPPLEMENTAL SEEDING:

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

BASIS OF PAYMENT:

Payment for "Seeding and Mulching" will be included in the lump sum bid price for "Seeding and Mulching". This price shall be full compensation for all materials, tools, equipment, labor, and for all incidentals necessary to complete the work.

TRAFFIC CONTROL SUPERVISOR:

Description

Furnish a Traffic Control Supervisor for the project who is knowledgeable of Traffic Control Plan design, devices and application, and has full authority to ensure traffic is maintained in accordance with the plans and specifications.

Construction Methods

The Contractor shall identify a Traffic Control Supervisor for the project that has the following qualifications:

- (A) A minimum 24 months of On-the-Job Training in supervision and work zone set up and implementation.

- (B) Be certified by responsible party (contractor or DOT) to have the required experience and training and is qualified to perform the duties of this position. If certified by the Contractor, a notarized certification letter shall be furnished to the Engineer at the preconstruction meeting. The letter shall state the Traffic Control Supervisor is qualified, and state that the Traffic Control Supervisor has the authority to ensure traffic is maintained in accordance with the contract documents.

The Traffic Control Supervisor for the project shall be capable of performing the following:

- (1) Be available and on call at all times to make any necessary changes in the traffic control operations in a timely manner.
- (2) Coordinate and cooperate with traffic control supervisors of adjacent or overlapping construction projects to insure safe and adequate traffic control is maintained throughout the projects at all times including periods of construction inactivity.
- (3) Coordinate and cooperate with Traffic Management Center personnel in Wake County to ensure proper messages are displayed on the CMSs (Changeable Message Sign) and Dynamic Message Sign (DMS) that guide motorists to designated alternate detour routes.
- (4) Provide traffic control set up that ensures safe traffic operations throughout the construction area.
- (5) Provide traffic control set up that ensures workers' safety throughout the construction area.
- (6) Attend any scheduled meetings as required by the Engineer.

Measurement and Payment

There will be no direct payment for the Traffic Control Supervisor as this is considered incidental to the cost of providing traffic control devices to the project.

PROJECT SPECIAL PROVISION
PAINTING EXISTING STRUCTURES

SPECIALTY ITEMS:

Work Schedule – Prior to beginning work, the Contractor shall submit his work schedule to the Engineer. Schedule shall be kept up to date, with a copy of the revised schedule being provided to the Engineer in a timely manner.

SSPC QP-2 Certification - The existing paint systems include toxic substances such as red lead oxide, which are considered hazardous if improperly removed. Only contractors who are currently SSPC QP-2, Category A certified, and have successfully¹ completed lead paint removal on similar structures within 18 months prior to this bid, may bid on and perform this work.

Twelve-month Observation Period - The Contractor maintains responsibility for the coating system for a twelve (12) month observation period beginning upon the satisfactory completion of all the work required in the plans or as directed by the Engineer. The Contractor must guarantee the coating system under the payment and performance bond (refer to Article 109-10). To successfully complete the observation period, the coating system must meet the following requirements after twelve (12) months service:

- No visible rust, contamination or application defect is observed in any coated area.
- Painted surfaces have a uniform color and gloss.
- Painted surfaces have an adhesion that meets an ASTM D-3359, 3A rating.

Final acceptance is made only after the paint system meets the above requirements.

Containment Plan - No work begins until the Contractor furnishes the Engineer with a containment plan for surface preparation and coating operations and the Engineer reviews and responds in writing about the acceptability of said plan. Such plan must meet or exceed the requirements of a Class 2A containment in accordance with SSPC Guide 6. Enclosure drawings and loads supported by the structure must be prepared, signed and sealed by a Registered North Carolina Professional Engineer.

In the containment plan describe how debris are contained and collected. Describe the type of tarpaulin and bracing materials and the maximum designed wind load. Describe the dust collection system and how a negative pressure of 0.03 inches of water column is maintained inside the enclosure while blasting operations are being conducted. Describe how the airflow inside the containment structure is designed to meet all applicable OSHA Standards. Describe how water run-off from rain will be routed by or through the enclosure. Describe how wash water will be contained and paint chips separated. Describe what physical containment will be provided during painting application to protect vehicles and areas not to be painted.

¹ Successfully: Work completed in accordance with contract specifications, free of citation from safety or environmental agencies.

Wash water Sampling and Disposal Plan - No work begins until the Contractor furnishes the Engineer with a containment plan for surface preparation and coating operations and the Engineer reviews and approves in writing said plan. All wash water shall be collected and sampled prior to disposal. Representative sampling and testing methodology shall conform to 15A NCAC 02B.0103, "Analytical Procedures". Wash water shall be tested for pollutants listed in 15A NCAC 02B.0211 (3), 15A NCAC 02T.0505 (b)(1) and 15A NCAC 2T.0905 (h) (See NCDOT Guidelines for Managing Bridge Wash Water). Depending on the test results, wash water disposal methods shall be described in the disposal plan. Wash water shall be disposed of in accordance with all current state and federal regulations.

Waste Handling of Paint and Abrasives – Use a company from the below list of approved waste management companies. Immediately after award of the contract, the Contractor arranges for waste containers, transportation and disposal of all waste. No work begins until the Contractor furnishes the Engineer with a written waste disposal plan. Any alternative method for handling waste must be pre-approved by the Engineer.

Southern Logistics, Inc. – 312 Orvil Wright Blvd, Greensboro, NC 27409 (Ph. 336-662-0292)
A&D Environmental – 2718 Uwharrie Rd., Archdale, NC 27263 (Ph. 336-434-7750)

All removed paint shall be considered a hazardous waste. The Contractor has the option of furnishing the Engineer certified test reports showing Toxicity Characteristic Leaching Procedure (TCLP) results of the paint chips stored on site, with disposal being in accordance with "Flowchart on Lead Waste Identification and Disposal"

(www.wastenotnc.org/hwhome/guidance/guidance.htm).

If the Contractor elects to have TCLP testing done, samples shall be taken from at least 10% of the barrels to be disposed of, with at least one sample being from each bridge.

Once the waste has been collected and the quantity determined, the Contractor prepares the appropriate shipping documents and manifests and presents them to the Engineer for waste shipment and disposal. The Engineer will verify the type and quantity of waste and obtain a Temporary Waste Disposal Identification Number (TWDIN) from the NC Hazardous Waste Section.

NC Hazardous Waste Section
PO Box 27687, Raleigh, NC 27611-7687
(919) 733-2178 FAX (919) 733-4810

At the time of shipping the Engineer will sign, date and add the TWDIN in the appropriate section on the manifest. The cost for waste disposal (including any lab fees) is included in the bid price for this contract. Note NC Hazardous Waste Management Rules (15A NCAC 13A) for more information.

Equipment Mobilization - The equipment used in any travel lanes and paved shoulder must be mobile equipment on wheels that has the ability to moved on/off the roadway in less than 30 minutes. All work conducted in travel lanes must be from truck or trailer supported platforms and all equipment must be self propelled or attached to a tow vehicle at all times.

SUBLETTING OF CONTRACT:

Only contractors certified to meet SSPC QP-2, Category A, and have successfully completed lead paint removal on similar structures within 18 months prior to this bid are qualified for this work. Work is only sublet by approval of the Engineer.

SPECIFICATIONS:

The North Carolina Department of Transportation (NCDOT) Standard Specifications for Roads and Structures dated January 1, 2006, together with these Special Provisions apply to this project. Surface preparation and painting are performed in accordance with Section 442 except where otherwise noted in these Special Provisions. The Paint materials must meet the applicable materials specifications under Section 1080. Materials approvals are in accordance with 4.0 Materials of this Special Provision.

2.0 PREPARATION OF SURFACES:

- 2.1 Power washing with low pressure water – Before any other surface preparation are conducted, all surfaces shall be power washed to remove dust, salts, and other contaminants.
- 2.2 Blasting is done with recyclable steel grit meeting the requirements of Section 1080-15. The profile must be between 1.0 and 3.0 mils when measured on a smooth steel surface.
- 2.3 Before the contractor departs from the work site at the end of the work day, all debris generated during surface preparation are collected in approved containers.
- 2.4 The Contractor cleans a two square foot area at each structure to demonstrate the specified finish and the inspector preserves this area by covering it with tape, plastic or some other suitable means so that it can be retained as a site standard.
- 2.5 Any area of corroded steel (steel which has lost more than 50% of its original thickness) must not be painted until the Engineer observes its condition.
- 2.6 All parts of the bridges not to be painted, and the travelling public, shall be protected from overspray by a physical barrier.

3.0 PAINTING OF STEEL:

Paint System 1, as specified in these special provisions and Section 442 of NCDOT's Standard Specifications, is to be used for this work. System 1 is an inorganic zinc primer and acrylic topcoats used over blast cleaned surfaces (SP10 – near white).

Any area where newly applied paint fails to meet the specifications must be repaired or replaced by the Contractor. The Engineer approves all repair processes before the repair is made. Repaired areas must meet the specifications. The Contractor applies an additional finish coat of paint to areas where the tape adhesion test is conducted.

4.0 MATERIALS:

Only paint suppliers that have a NCDOT qualified inorganic zinc primer may furnish paints for this project. All paints applied to a structure must be from the same supplier. Before any paints are applied

the Contractor provides the Engineer a manufacturer’s certification that each batch of paint meets the requirements of the applicable Section 1080 of NCDOT’s Standard Specifications.

The inspector randomly collects a one pint sample of each paint product used on the project. Additional samples may be collected as needed to verify compliance to the specifications.

5.0 INSPECTION:

Quality Assurance Inspection - The Contractor furnishes all necessary apparatus such as ladders, scaffolds and platforms as required for the inspector to have reasonable and safe access to all parts of the work. The contractor illuminates the surfaces to be inspected to a minimum of 50-foot candles of light.

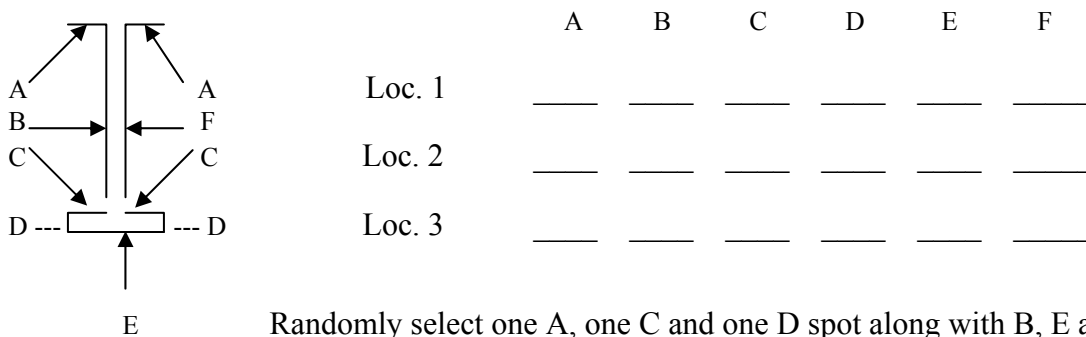
The contractor informs the Engineer of all scheduled and unannounced inspections from SSPC, OSHA, EPA and/or others that come on site.

Inspection Instruments - The Contractor furnishes at least the following calibrated instruments at site and conducts the quality control testing:

- Sling Psychrometer - ASTM E-337 – bulb type
- Surface Temperature Thermometer
- Wind Speed Indicator
- Tape Profile Tester – ASTM D-4417 Method C
- Surface Condition Standards – SSPC VIS-1 and VIS-3
- Wet Film Thickness Gage – ASTM D-4414
- Dry Film Thickness Gage – SSPC-PA2 Modified
- Solvent Rub Test Kit – ASTM D-4752
- Adhesion Test Kit – ASTM D-3359
- Elcometer and dollies

The contractor maintains a daily quality control record in accordance with Section 442-12 and such records must be available at the job site for review by the inspector and be submitted to the Engineer as directed. In addition to the information required on M&T-610, the Contractor shall submit all DFT readings as required on M&T611.

- A. The dry film thickness is measured at each spot as indicated on the attached diagram at no less than three random locations along each girder in each span. Also dry film thickness is measured at no less than six random spots per span on diaphragms/“K” frames. Each spot is an average of three to five readings in accordance with SSPC PA-2.



- B.** Two random adhesion tests per span are conducted on interior surfaces after the paint has been properly cured, and will be touched up by the Contractor. One random Cut Tape adhesion test per span is conducted on interior surface after the finish coat is cured, and will be touched up by the Contractor.

6.0 SAFETY AND ENVIRONMENTAL COMPLIANCE PLANS:

Personnel access boundaries are delineated for each work site using signs, tape, cones or other approved means. Submit copies of safety and environmental compliance plans that comply with SSPC QP-2 Certification requirements.

7.0 ENVIRONMENTAL MONITORING:

Comply with Section 442–13(B) of NCDOT’s Standard Specifications.

A “Competent Person²” is on site during all surface preparation activities and monitors the effectiveness of containment and dust collection systems. Any visible emissions outside the containment enclosure or pump monitoring results exceeding the level of 30 µg/m³ TWA is justification to suspend the work. Before any work begins the Contractor provides a written summary of the responsible person’s safety training.

8.0 HEALTH AND SAFETY RESPONSIBILITY:

Comply with Section 442-13(C) of NCDOT’s Standard Specifications. Insure employee blood sampling test results are less than 50 micrograms per deciliter. Remove employees with a blood sampling test of 50 or more micrograms per deciliter from work activities involving any lead exposure.

An employee who has been removed with a blood level of 50 micrograms per deciliter or more shall have two consecutive blood sampling tests indicating that the employee’s blood lead level is at or below 40 micrograms per deciliter before returning to work activities involving any lead exposure.

9.0 STORAGE OF PAINT AND EQUIPMENT:

The Prime Contractor provides a location for materials, equipment and waste storage. Tarpaulins are spread over all pavements and surfaces underneath equipment utilized for abrasive recycling and other lead handling equipment or containers.

10.0 UTILITIES:

The Contractor protects all utility lines or mains which may be supported on, under, or adjacent to bridge work sites from damage and paint over-spray.

11.0 PAYMENT:

² **Competent Person** as defined in OSHA 29 CFR 1926.62 is one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who have authorization to take prompt corrective measures to eliminate them.

The cost of inspection, surface preparation and repainting the existing structure is included in the lump sum price bid for "Cleaning and Repainting of the Existing Structure". This price is full compensation for furnishing all inspection equipment, all paint, cleaning abrasives, cleaning solvents and all other materials; preparing and cleaning surfaces to be painted; applying paint in the field; protecting work, traffic and property; and furnishing blast cleaning equipment, paint spraying equipment, brushes, rollers and any other hand or power tools and any other equipment; containment, handling and disposal of debris and wash water, all personal protective equipment, and all personal hygiene requirements.

This price shall be full compensation for all inspection equipment, all materials and labor necessary to fully contain the blast debris; daily collection of the blast debris into the specified containers; and any measures necessary to ensure conformance to all safety and environmental regulations as directed by the Engineer.

PROJECT SPECIAL PROVISION
DESCRIPTION OF BRIDGES

Bridge #54 Lenoir County: The bridge carries US 70 BYP over US 70 Business East. The superstructure consists of 3 spans of 5 lines of steel I beams of various sizes (W30, W36) at various centers. The bridge is 217' long with a concrete deck and has a 34' clear roadway. The MVC is 15'. The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is 10,700 sq. ft.

Bridge #57 Lenoir County: The bridge carries US 70 WBL over the Neuse River Overflow. The superstructure consists of 7 spans of 4 lines of W36X150 beams @ 8' centers. The bridge is 315' in length with a concrete deck and a 31" clear roadway. The minimum roadway under clearance is 10". The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is 11,700 sq. ft.

Bridge #62 Lenoir County: The bridge carries US 70 EBL over the Neuse River. The superstructure consists of 9 spans of 4 lines of W36X150 steel I beams on 8' centers. The bridge is 405' long with a concrete deck and 28' clear roadway. The paint system is aluminum over red lead, and the estimated area to be cleaned and painted is 15,200 sq ft.

Bridge #70 Lenoir County: The bridge carries NC 11 over Stonyton Creek. The superstructure consists of 3 spans of 4 lines of W30X108 steel I beams @ 8' centers. The bridge is 105' long with a concrete deck and a 28' clear roadway. The minimum roadway under clearance is 10'. The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is 3,800 sq. ft.

Bridge #71 Lenoir County: The bridge carries NC 11 over Stonyton Creek. The superstructure consists of 3 spans of 4 lines of W30X108 steel I beams @ 8" centers. The bridge is 105' in length with a concrete deck and a 28' clear roadway. The minimum roadway under clearance is 10'. The existing paint system is aluminum over red lead, and the estimated area to be cleaned and painted is 3,800 sq. ft.

Paints on all bridges (regardless of color), contain red lead and other hazardous constituents. All cleaning and surface preparation activities must prevent dispersion of debris into the environment.

Surface area shown is approximate and may vary from the actual quantity to be painted. The Contractor is responsible for determining the actual area to be painted.

PURCHASE ORDER
PROJECT SPECIAL PROVISION

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:
(PO & MUNICIPALITIES)

(10-16-07)

SP1G68

Policy

It is the policy of the North Carolina Department of Transportation that Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) as defined in *GS 136-28.4* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by State Funds.

Obligation

The Contractor, subcontractor, and sub-recipient shall not discriminate on the basis of race, religion, color, creed, national origin, sex, handicapping condition or age in the performance of this contract. The Contractor shall comply with applicable requirements of *GS 136-28.4* in the award and administration of state funded contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems necessary.

Definitions

Commitment - The approved MBE/WBE participation submitted by the prime contractor during the bidding process.

Committed MBE/WBE - Any MBE/WBE listed on the MBE/WBE commitment list approved by the Department at the time of bid submission or any MBE/WBE utilized as a replacement for a MBE/WBE firm listed on the commitment list.

Department (DOT)- North Carolina Department of Transportation (See Municipality)

Municipality – The entity letting the contract, when this provision refers to the Department or DOT, it shall mean the municipality, if applicable.

Minority Business Enterprise (MBE) – A firm certified as a Disadvantaged Minority-Owned Business Enterprise through the North Carolina Unified Certification Program.

Women Business Enterprise (WBE) – A firm certified as a Disadvantaged Women-Owned Business Enterprise through the North Carolina Unified Certification Program.

MBE/WBE – This term is used for convenience only. Minority Business Enterprise and Women Business Enterprise are not interchangeable terms and the goals for either or both are not interchangeable.

Goal - The MBE/WBE participation specified herein

Letter of Intent – Written documentation of the bidder/offeror’s commitment to use a MBE/WBE subcontractor and confirmation from the MBE/WBE that it is participating in the contract.

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

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

Form RS-1-D - Form for subcontracts involving MBE/WBE subcontractors attesting to the agreed upon unit prices and extensions for the affected contract items.

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

Standard Specifications – The general term comprising all directions, provisions, and requirements contained or referred to in the *North Carolina Department of Transportation Standard Specifications for Roads and Structures* and any subsequent revisions or additions to such book that are issued under the title *Supplemental Specifications*.

Contract Goal

The following goals for participation by Minority Business Enterprises and Women Business Enterprises are established for this contract.

(A) Minority Business Enterprises 0 %

- (1) *If the goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that Minority Business Enterprises participate in at least the percent of the contract as set forth above as the goal.
- (2) *If the goal is zero*, the Contractor shall continue to recruit the MBEs and report the use of MBEs during the construction of the project. A good faith effort will not be required with a zero goal.

(B) Women Business Enterprises 0 %

- (1) *If the goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that Women Business Enterprises participate in at least the percent of the contract as set forth above as the goal.
- (2) *If the goal is zero*, the Contractor shall continue to recruit the WBEs and report the use of WBEs during the construction of the project. A good faith effort will not be required with a zero goal.

Contract Requirement

The approved MBE/WBE participation submitted by the Contractor shall be the **Contract Requirement**.

Certified Transportation Firms Directory

Real-time information about firms doing business with the Department and firms that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://apps.dot.state.nc.us/vendor/directory> in the address bar of your web browser. Only firms identified as MBE/WBE certified in the Directory can be utilized to meet the contract goals.

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

Listing of MBE/WBE Subcontractors in Contract

Only those MBE/WBE firms with current certification are acceptable for listing in the bidder's submittal of MBE/WBE participation. The Contractor shall indicate the following required information:

- (A) *If the goal is more than zero* bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation on the appropriate form (or facsimile thereof) contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE/WBE participation for the contract. If the bidder has no MBE/WBE participation, he shall indicate this on the form "Listing of MBE/WBE Subcontractors" by entering the word or number zero. This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have WBE/MBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be returned to the bidder.
- (B) *If the goal is zero*, bidders at the time the bid proposal is submitted, shall enter the word "zero" or number "0" or if there is participation, add the value on the "Listing of MBE/WBE Subcontractors" (or facsimile thereof) contained elsewhere in the contract documents.

Written Documentation – Letter of Intent

The bidder shall submit written documentation of the bidder/offeree's commitment to use MBE/WBE subcontractors whose participation it submits to meet a contract goal and written confirmation from each MBE/WBE, listed in the proposal, indicating their participation in the contract. This documentation shall be submitted on the Department's form titled "Letter of Intent to Perform as Subcontractor". This letter of intent form is available at:

<http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf>. It shall be received in the office of the (Officer/Engineer) no later than (Time of Day) of the (No. of Days) calendar day following opening of bids.

If the bidder fails to submit the letter of intent from each committed MBE/WBE listed in the proposal indicating their participation in the contract, the MBE/WBE participation will not count toward meeting the goal.

Counting MBE/WBE Participation Toward Meeting MBE/WBE Goal of Zero or More

- (A) If a firm is determined to be an eligible MBE/WBE firm, the total dollar value of the participation by the MBE/WBE will be counted toward the contract requirement. The total dollar value of participation by a certified MBE/WBE will be based upon the value of work actually performed by the MBE/WBE and the actual payments to MBE/WBE firms by the Contractor.
- (B) When a MBE/WBE performs as a participant in a joint venture, the Contractor may count toward its MBE/WBE goal a portion of the total value of participation with the MBE/WBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the MBE/WBE performs with its forces.
- (C)
 - (1) The Contractor may count toward its MBE/WBE goal only expenditures to MBE/WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE 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 MBE/WBE 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 MBE/WBE is performing a commercially useful function, the Department (Insert Municipality Name and delete Department, if applicable) 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 MBE/WBE credit claimed for its performance of the work, and other relevant factors.
 - (2) A MBE/WBE may enter into subcontracts. Work that a MBE/WBE subcontracts to another MBE/WBE firm may be counted toward the contract goal. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward the contract goal. If a MBE/WBE 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, the MBE/WBE shall be presumed not to be performing a commercially

useful function. The MBE/WBE may present evidence to rebut this presumption to the Department (Insert Municipality Name and delete Department, if applicable) for commercially useful functions. The Department's (Insert Municipality Name and delete Department, if applicable) decision on the rebuttal of this presumption will be final.

- (3) The following factors will be used to determine if a MBE/WBE trucking firm is performing a commercially useful function.
 - (a) The MBE/WBE 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 MBE/WBE goals.
 - (b) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - (c) The MBE/WBE 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.
 - (d) The MBE/WBE may lease trucks from another MBE/WBE firm, including an owner-operator who is certified as a MBE/WBE. The MBE/WBE who leases trucks from another MBE/WBE receives credit for the total value of the transportation services the lessee MBE/WBE provides on the contract.
 - (e) The MBE/WBE may also lease trucks from a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who leases trucks from a non-MBE/WBE is entitled to credit for the total value of transportation services provided by non-MBE/WBE lessees not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.
 - (f) For purposes of this paragraph, a lease shall indicate that the MBE/WBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the MBE/WBE.
- (D) A contractor may count toward its MBE/WBE goals 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from MBE/WBE regular dealer and 100 percent of such expenditures to a MBE/WBE manufacturer.
- (E) A contractor may count toward its MBE/WBE goals the following expenditures to MBE/WBE firms that are not manufacturers or regular dealers:

- (1) The fees or commissions charged by a MBE/WBE 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) The fees or commissions charged for assistance in the procurement of the materials and supplies, or for 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 not from a manufacturer or regular dealer and provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Good Faith Effort for Projects with Goals more than Zero

If the MBE/WBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the MBE/WBE contract goals, the apparent lowest responsive bidder shall submit to the (Officer/Engineer) documentation of its good faith efforts made to reach each contract goal. One complete set and 9 copies of this information shall be received in the office of the (Officer/Engineer) no later than (Time of Day) of the (No. of Days) calendar day following opening of bids. 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 MBE/WBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Department (Insert Municipality Name and delete Department, if applicable) considers in judging good faith efforts. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The following factors will be used to determine if the bidder has made adequate good faith effort:

- (A) Whether the bidder attended any pre-bid meetings that were scheduled by the Department (Insert Municipality Name and delete Department, if applicable) to inform MBE/WBEs of subcontracting opportunities.
- (B) Whether the bidder provided solicitations through all reasonable and available means (e.g. advertising in newspapers owned and targeted to the MBE/WBEs at least 10 calendar days prior to bid opening). Whether the bidder provided written notice to all MBE/WBEs listed in the NCDOT Directory of Transportation Firms, within the Divisions and surrounding Divisions where the project is located, that specialize in the areas of work (as noted in the MBE/WBE Directory) that the bidder will be subletting.
- (C) Whether the bidder followed up initial solicitations of interests by contacting MBE/WBEs to determine with certainty whether they were interested. If a reasonable amount of MBE/WBEs within the targeted Divisions do not provide an intent to quote or no MBE/WBEs specialize in the subcontracted areas, the bidder shall notify MBE/WBEs outside of the targeted Divisions that specialize in the subcontracted areas, and call the Business Development Manager in the NCDOT Office of Civil Rights (Insert Municipality Name and delete Department title, if applicable) to give notification of the bidder's inability to get MBE/WBE quotes.

- (D) Whether the bidder selected portions of the work to be performed by MBE/WBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the bidder might otherwise perform these work items with its own forces.
- (E) Whether the bidder provided interested MBE/WBEs with adequate and timely information about the plans, specifications and requirements of the contract.
- (F) Whether the bidder negotiated in good faith with interested MBE/WBEs without rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be noted in writing with a description as to why an agreement could not be reached.
- (G) Whether quotations were received from interested MBE/WBE firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable.
- (H) Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation.
- (I) Whether the bidder made any efforts and/or offered assistance to interested MBE/WBEs in obtaining the necessary equipment, supplies, materials, insurance, and/or bonding to satisfy the work requirements in the bid proposal.
- (J) Any other evidence that the bidder submits which show that the bidder has made reasonable good faith efforts to meet the contract goal.

If a bidder is the apparent lowest responsive bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department (Insert Municipality Name and delete Department, if applicable) will consider allowing the bidder to combine the MBE participation as long as the MBE overall goal value of the combined projects is achieved.

If a bidder is the apparent lowest responsive bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department (Insert Municipality Name and delete Department, if applicable) will consider allowing the bidder to combine the WBE participation as long as the WBE overall goal value of the combined projects is achieved.

If the Department (Insert Municipality Name and delete Department, if applicable) does not award the contract to the apparent lowest responsive bidder, the Department (Insert Municipality Name and delete Department, if applicable) reserves the right to award the contract to the next lowest responsive bidder that can satisfy the Department (Insert Municipality Name and delete Department, if applicable) that the contract goal can be met or that adequate good faith efforts have been made to meet the goal.

MBE/WBE Replacement

The Contractor shall not terminate a committed MBE/WBE subcontractor for convenience or perform the work with its own forces or those of an affiliate. If the Contractor fails to demonstrate reasonable efforts to replace a committed MBE/WBE firm that does not perform as intended with another committed MBE/WBE firm or completes the work with its own forces without the Engineer (Insert Title and delete Engineer, if applicable)'s approval, 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 committed MBE/WBE.

(A) Performance Related Replacement

When a MBE/WBE is terminated or fails to complete its work on the contract for any reason, the Contractor shall take all necessary, reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work as the MBE/WBE that was terminated. The Contractor is encouraged to first attempt to find another MBE/WBE firm to do the same work as the MBE/WBE that was being terminated.

To demonstrate necessary, reasonable good faith efforts, the Contractor shall document the steps they have taken to replace any MBE/WBE subcontractor who is unable to perform successfully with another MBE/WBE subcontractor. Such documentation shall include but not be limited to the following:

- (1) Copies of written notification to MBE/WBEs that their interest is solicited in subcontracting the work defaulted by the previous MBE/WBE subcontractor or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBE/WBEs for specific subbids including, at a minimum:
 - (a) The names, addresses, and telephone numbers of MBE/WBEs who were contacted.
 - (b) A description of the information provided to MBE/WBEs regarding the plans and specifications for portions of the work to be performed.
- (3) For each MBE/WBE contacted but rejected as unqualified, the reasons for the Contractor's conclusion.
- (4) Efforts made to assist the MBE/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

- (1) When a committed MBE/WBE is decertified by the Department (Insert Municipality Name and delete Department, if applicable) after a Request for Subcontract has been received by the Department (Insert Municipality Name and delete Department, if applicable), the Department (Insert Municipality Name and delete Department, if applicable) will not require the Prime Contractor to solicit replacement MBE/WBE

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 requirement.

- (2) When a committed MBE/WBE is decertified prior to the Department (Insert Municipality Name and delete Department, if applicable) receiving a Request for Subcontract for the named MBE/WBE firm, the Prime Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work to meet the contract goal or demonstrate that it has made a good faith effort to do so.

Changes in the Work

When the Engineer makes changes that result in the reduction or elimination of work to be performed by a committed MBE/WBE, 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 MBE/WBE based upon the Contractor's commitment, the MBE/WBE shall participate in additional work to the same extent as the MBE/WBE 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 MBE/WBEs 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 work had been expected to be performed by a committed MBE/WBE, the Contractor shall seek participation by MBE/WBEs 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 MBE/WBE, the Contractor shall seek additional participation by MBE/WBEs equal to the reduced MBE/WBE participation caused by the changes.

Reports

All requests for subcontracts involving MBE/WBE subcontractors shall be accompanied by a certification executed by both the Prime Contractor and the MBE/WBE subcontractor attesting to the agreed upon unit prices and extensions for the affected contract items. This information shall be submitted on the Department Form RS-1-D, located at:

<http://www.ncdot.org/doh/forms/files/FORMRS-1-D.doc> unless otherwise approved by the Engineer (Insert Municipality Name and delete Engineer, if applicable). The Department (Insert Municipality Name and delete Department, if applicable) reserves the right to require copies of actual subcontract agreements involving MBE/WBE subcontractors.

Within 30 (Enter No. of Days) calendar days of entering an agreement with a MBE/WBE for materials, supplies or services, not otherwise documented by a Request for Subcontract as specified above, the Contractor shall furnish the Engineer a copy of the agreement. The documentation should also indicate the percentage (60% or 100%) of expenditures claimed for MBE/WBE credit.

All certifications will be considered a part of the project records, and consequently will be subject to penalties under State Law associated with falsifications of records related to projects.

Commitment

MBE/WBE firms submitted with the Letter of Intent to participate in the work shall be used unless otherwise approved by the Department. Provisions for replacement of MBE/WBE firms are included in this provision.

Reporting MBE/WBE Participation

- (A) The Contractor shall provide the Engineer with an accounting of payments made to MBE/WBE firms, including material suppliers, 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:
- (1) Withholding of money due in the next partial pay estimate; or
 - (2) Removal of an approved contractor from the prequalified bidders list or the removal of other entities from the approved subcontractors list. (Municipality may add to, change or delete this section.)
- (B) The Contractor shall report the accounting of payments on the Department's MBE/WBE Subcontractor Payment Information Form DBE-IS, which is available at <http://www.ncdot.org/doh/forms/files/DBE-IS.xls>. This shall be reported to the (Officer/Engineer).
- (C) Contractors reporting transportation services provided by non-MBE/WBE lessees shall evaluate the value of services provided during the month of the reporting period only.

Prior to payment of the final estimate, the Contractor shall furnish an accounting of total payment to each MBE/WBE. A responsible fiscal officer of the payee contractor, subcontractor, or second tier subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct.

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

Because NCDOT funding is being used to fund this project, 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 on any NCDOT funded projects until the required information is submitted.

Because NCDOT funding is being used to fund this project, 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 further working on any State or Federally funded projects until the required information is submitted.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Article 102-16(J) of the *Standard Specifications* may be cause to disqualify the Contractor.

MINIMUM WAGES

FEDERAL: The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SIX DOLLARS AND FIFTY-FIVE CENTS (\$6.55) per hour (\$7.25 after 7-24-09).

STATE: The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees' wages at a rate of not less than SIX DOLLARS AND FIFTY-FIVE CENTS (\$6.55) per hour.(\$7.25 after 7-24-09).

The minimum wage paid to all skilled labor employed on this contract shall be SIX DOLLARS AND FIFTY-FIVE CENTS (\$6.55) per hour (\$7.25 after 7-24-09)

The minimum wage paid to all intermediate labor employed on this contract shall be SIX DOLLARS AND FIFTY-FIVE CENTS (\$6.55) per hour (\$7.25 after 7-24-09)

The minimum wage paid to all unskilled labor on this contract shall be SIX DOLLARS AND FIFTY-FIVE CENTS (\$6.55) per hour (\$7.25 after 7-24-09)

This determination of the intent of the application of this act to the contract on this project is the responsibility of the contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, State or Federal. It is the responsibility of the Contractor to keep himself fully informed of all Federal and State Laws affecting this contract.

STANDARD SPECIAL PROVISION AWARD OF CONTRACT

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

SUBSTITUTE FORM W-9
VENDOR REGISTRATION FORM
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD

CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME

NAME: _____

MAILING ADDRESS: STREET/PO BOX: _____

CITY, STATE, ZIP: _____

DBA / TRADE NAME (IF APPLICABLE): _____

- | | |
|---|---|
| <input type="checkbox"/> INDIVIDUAL (use Social Security No.) | <input type="checkbox"/> SOLE PROPRIETER (use SS No. or Fed ID No.) |
| <input type="checkbox"/> CORPORATION (use Federal ID No.) | <input type="checkbox"/> PARTNERSHIP (use Federal ID No.) |
| <input type="checkbox"/> ESTATE/TRUST (use Federal ID no.) | <input type="checkbox"/> STATE OR LOCAL GOVT. (use Federal ID No.) |
| <input type="checkbox"/> OTHER / SPECIFY _____ | |

SOCIAL SECURITY NO. _____ - _____ - _____ (Social Security #)

OR

FED.EMPLOYER IDENTIFICATION NO. _____ - _____ (Employer Identification #)

COMPLETE THIS SECTION IF PAYMENTS ARE MADE TO AN ADDRESS OTHER THAN THE ONE LISTED ABOVE: REMIT TO ADDRESS: STREET / PO BOX: _____ CITY, STATE, ZIP: _____
--

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition. What is your firm's ethnicity? (<input type="checkbox"/> Prefer Not To Answer, <input type="checkbox"/> African American, <input type="checkbox"/> Native American, <input type="checkbox"/> Caucasian American, <input type="checkbox"/> Asian American, <input type="checkbox"/> Hispanic American, <input type="checkbox"/> Asian-Indian _____) What is your firm's gender? (<input type="checkbox"/> Prefer Not to Answer, <input type="checkbox"/> Male, <input type="checkbox"/> Female) Disabled-Owned Business? (<input type="checkbox"/> Prefer Not to Answer, <input type="checkbox"/> Yes, <input type="checkbox"/> No)
--

IRS Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

NAME (Print or Type)

SIGNATURE

TITLE (Print or Type)

DATE

PHONE NUMBER

NON COLLUSION AFFIDAVIT

(To Be Executed and Returned with Quotation)

The person executing this bid solemnly swears (or affirms) that neither he, nor any official, agent, or employee of the bidder has entered into any agreement, restraint of free competitive bidding in connection with this bid.

NAME OF CONTRACTOR _____

SIGNATURE OF CONTRACTOR _____

NOTE - AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to me this the ____
Day of _____, 20 ____.

NOTARY SEAL

(SIGNATURE OF NOTARY PUBLIC)

Of _____ County.

State of _____.

My Commission Expires: _____.

APPENDIX

R-199

INSTRUCTIONS FOR COMPLETING
“DBE/MB/WB SUBCONTRACT CERTIFICATION” (FORMS RS-1-D)
RACE CONSCIOUS / GOALS REQUIRED

1. Fill out the blank portions of the “DBE/MB/WB Subcontract Certification” (Form RS-1-D).
2. The negotiated unit or lump sum price must be the actual price agreed upon between the Contractor and the Subcontractor.
3. This form shall be completed and attached to the “Request for Subcontract” (Form RS-1-A) or “Request for Second Tier Subcontract” (Form RS-1-B), whenever the proposed Subcontractor is certified DBE, MB, or WB Subcontractor.
4. In lieu of attaching “DBE/MB/WB Subcontract Certification” (Form RS-1-D), a copy of the actual subcontract agreement between the Contractor and the Subcontractor can be submitted.
5. Signatures are required.

R-200

NCDOT Guidelines for Managing Bridge Wash Water

(Version 1.0) April 1, 2008

Overview

- ❑ NCDOT has established these guidelines to assist the Contractor in meeting the water quality requirements for appropriate collection and disposal of wash water associated with bridge paint removal, particularly when red lead oxide paint is to be removed.
- ❑ This guidance sets forth the minimum steps required to aid in compliance with environmental laws. It remains the responsibility of the Contractor to determine whether more than these minimum steps are required and to perform the work required in whatever manner necessary to comply with all applicable laws.
- ❑ The Contractor must submit and obtain approval of the Wash water Sampling and Disposal Plan (WSDP) from the Engineer prior to start of work. The WSDP shall include a written plan for the collection, sampling, treatment and disposal of the Wash water, and will include a spill contingency plan.
- ❑ In order to determine the appropriate disposal method for wash water, adequate advance planning is necessary by the Contractor. The Contractor must obtain all required permits and comply with regulations concerning disposal of the wash water.
- ❑ Initial sampling and testing of the wash water will determine whether it must be handled and disposed of as a non-hazardous or as a hazardous liquid waste.
- ❑ The wash water from low-pressure bridge washing could have high pH or alkalinity, high turbidity due to total suspended solids (TSS), or other regulated pollutants or contaminants, prohibiting disposal to surface waters or to the ground surface.
- ❑ Representative sampling and testing methodology shall conform to 15A NCAC 02B .0103, "Analytical Procedures".
- ❑ Wash water shall be tested for pollutants listed in 15A NCAC 02B .0211 (3), 15A NCAC 02T .0505 (b) (1) and 15A NCAC 2T .0905 (h). A summary of the listed pollutants and the maximum allowable concentrations for discharge to surface waters is attached.
- ❑ If wash water is to be disposed of at a licensed wastewater treatment facility, pollutant testing must conform to the policies of that facility.
- ❑ With the appropriate permits, surface or sub-surface land application of wash water could provide a disposal option when licensed waste disposal facilities are not available.
- ❑ If pollutant levels meet the thresholds in the .0505 or .0905 regulations, land application of the wash water at agronomic rates or as irrigation water may be approved by the Engineer.

Regulations and Specifications

- ❑ Compliance with all applicable state and federal regulations is required, in accordance with NCDOT Standard Specifications Section 107.1, and including but not limited to: NCDENR DWQ NCAC 15A 02B .0100, .0200 and .0300 as amended effective May 1, 2007; NCDENR DWQ 15A NCAC 2T .0500, 0.600, 0.900; NCDENR DWM, 15A NCAC 13A .0100 - .0117.
- ❑ All solid waste generated during the washing process shall be disposed of in accordance with Section 802 of the NCDOT Standard Specifications.

Collection and Containment

- ❑ Total containment of the wash water is required. During the bridge washing process, the Contractor must collect; sample, test, monitor, manage, neutralize, filter and dispose of all wash water generated by the bridge washing process.

- ❑ The wash water shall not be allowed to enter storm sewers, bridge drainage downspouts or bridge approach downspouts, ditches, surface waters, floodplains or wetlands, unless in compliance with the approved Washwater Sampling and Disposal Plan, and any permit conditions.

Disposal

- ❑ The Contractor shall obtain approval for the discharge or surface application method and location from the Engineer prior to the beginning of the bridge washing operation.
- ❑ The Contractor shall obtain a Soil Evaluation report from a North Carolina Licensed Soil Scientist and obtain permit approval from NCDENR, DWQ prior to land application or irrigation of the wash water.
- ❑ Depending on the approved disposal method, the wash water may be land applied to the ground surface as reclaimed water or as wastewater, according to permit conditions.
- ❑ Depending on permit conditions, the wash water could also be disposed of in surface waters, such as a pond, or applied below the ground surface in absorption trenches.
- ❑ If the wash water exceeds any of the pollutant levels limits described for the adjacent waters in the NCAC 15A 02B .0200 rules, a permit from the DWQ Land Application Unit may be required, per the NCAC 15A 2T.0500 rules.
- ❑ If the wash water does not exceed the pollutant levels described for the adjacent waters in the NCAC 15A 02B .0200 rules, a permit from the DWQ Land Application Unit may not be required, but the above conditions will still apply.
- ❑ If the wash water meets the pollutant requirements for reclaimed wastewater in NCAC 15A 2T .0900 rules, then it may be used as irrigation water on any level to gently sloping vegetated surface within NCDOT right of way.
- ❑ The Contractor shall not discharge at erosive velocities or in concentrated flow within 50 feet of any jurisdictional surface waters.
- ❑ The Contractor shall cover and contain the wash water to prevent loss to the environment at all times including during transport and delivery to the licensed facility.
- ❑ The wash water may also be hauled to a licensed treatment or disposal facility, in accordance with the approved WSDP.

Documentation

- ❑ The Contractor shall furnish a complete record for each load of wash water, with information on the point of generation, including the County name, Bridge number, State Project Number, the volume transported, and the name and location of the licensed disposal facility, or the location of the permitted disposal site.
- ❑ The Contractor shall submit completed records to the Engineer prior to final payment.

Lenoir County
Project 2B.105411

T15A 02B .0211 (3)	All Class C Waters	Trout Waters	Notes
Dissolved Oxygen	> 5 mg/l (daily average)	> 6 mg/l	> 4 mg/l (instantaneous)
Fecal coliform	< 200 ml (MF count)		based on five consecutive samples examined during any 30 day period, using Membrane Filter Method unless high turbidity requires use of tube dilution method.
Oils, deleterious substances; colored or other wastes			will not render the waters injurious to public health, secondary recreation or to aquatic life and wildlife or adversely affect the palatability of fish, aesthetic quality or impair the waters for designated uses...
pH	6.0 - 9.0		normal for waters in the area, swamp waters may have pH as low as 4.3 if it is the result of natural conditions.
Temperature	< 2.8°C (< 5.04°F) above natural water temp. not to exceed 29°C (84.2°F) for mountain/upper piedmont waters and 32°C (89.6°F) for lower piedmont/coastal plain waters	not be increased > 0.5°C (0.9°F), not to exceed 20°C (68°F).	
Turbidity	< 50 NTU	<10 NTU	Use BMPs per Rule .0202(6)
Arsenic	< 50 µg/l	< 50 µg/l	
Beryllium	< 6.5 µg/l	< 6.5 µg/l	
Cadmium	< 4.0 µg/l	< 2.0 µg/l	
Chlorine, total residual	< 17 µg/l	< 17 µg/l	
Chromium	< 50 µg/l	< 50 µg/l	total recoverable
Cyanide	< 5.0 µg/l	< 5.0 µg/l	
Fluorides	< 1.8 µg/l	< 1.8 µg/l	
Lead	< 25 µg/l	< 25 µg/l	total recoverable, may not exceed an instream level of 3.1 µg/l from the discharge
MBAS	< 0.5 µg/l	< 0.5 µg/l	(Methylene Blue Active Substances)
Mercury	< 0.012 µg/l	< 0.012 µg/l	
Nickel	< 88 µg/l	< 88 µg/l	
Aldrin	< 0.002 µg/l	< 0.002 µg/l	
Chlordane	< 0.004 µg/l	< 0.004 µg/l	
DDT	< 0.001 µg/l	< 0.001 µg/l	
Demeton	< 0.1 µg/l	< 0.1 µg/l	
Dieldrin	< 0.002 µg/l	< 0.002 µg/l	
Endosulfan	< 0.05 µg/l	< 0.002 µg/l	
Endrin:	< 0.002 µg/l	< 0.002 µg/l	
Guthion	< 0.01 µg/l	< 0.01 µg/l	
Heptachlor	< 0.004 µg/l	< 0.004 µg/l	
Lindane	< 0.01 µg/l	< 0.01 µg/l	
Methoxychlor	< 0.03 µg/l	< 0.03 µg/l	
Mirex	< 0.001 µg/l	< 0.001 µg/l	
Parathion	< 0.013 µg/l	< 0.013 µg/l	
Toxaphene	< 0.0002 µg/l	< 0.0002 µg/l	

Lenoir County
Project 2B.105411

Polychlorinated Phenols	< 0.001 µg/l	< 0.001 µg/l	
Selenium	< 5 µg/l	< 5 µg/l	
Toluene	< 11 µg/l	< 0.36 µg/l	
Trialkyltin compounds	< 0.008 µg/l	< 0.008 µg/l	expressed as tributyltin

15A NCAC 02T .0905 (h), Sampling requirements for Industrial Waste	15A NCAC 02T .0505 (b) (1) Minimum degree of treatment for new municipal facilities	15A NCAC 02T .0906 (a) Reclaimed Effluent Water Standards
Total Organic Carbon		
5-Day Biochemical Oxygen Demand (BOD5)	≤ 30 mg/l	monthly average of ≤ 10 mg/l, daily maximum of ≤ 15 mg/l
Chemical Oxygen Demand (COD)		
Nitrate Nitrogen (NO3-N)		
Ammonia Nitrogen (NH3-N)	≤ 15 mg/l	monthly average of ≤ 4 mg/l, daily maximum of ≤ 6 mg/l
Total Kjeldahl Nitrogen (TKN)		
pH		
Chloride		
Total Phosphorus		
Phenol		
Total Volatile Organic Compounds		
Fecal Coliform	≤ 200 colonies/100 ml	monthly geometric mean of ≤ 14/100ml, daily maximum of ≤ 25/100 ml
Calcium		
Sodium		
Magnesium		
Sodium Absorption Ration (SAR)		
Total Trihalomethanes		
Toxicity Test Parameters		
Total Dissolved Solids (TDS)		
Total Suspended Solids (TSS)	≤ 30 mg/l	monthly average of ≤ 5 mg/l, daily maximum of ≤ 10 mg/l
Turbidity		≤ 10 NTU's

STANDARD SPECIAL PROVISION

ERRATA

(7-15-08)

Z-4

Revise the *Standard Specifications for Roads and Structures July 2006* on all projects as follows:

Division 1

- ❑ Page 1-1, replace AREA - American Railway Engineering Association with *American Railway Engineering and Maintenance of Way Association*.
- ❑ Page 1-7, remove –L- in middle of page after INVITATION TO BID and before LABORATORY.
- ❑ Page 1-25, 102-16(R), move 2nd paragraph to left margin. It is not a part of this subarticle, but part of the entire article.

Division 2

- ❑ Page 2-9, Subarticle 225-1(C), 1st paragraph, 2nd line, last word, add a “d” to make the word grade become *graded*.
- ❑ Page 2-15, Subarticle 226-3, 5th paragraph, first line, replace the word *in* with the word *is*.
- ❑ Page 2-23, Subarticle 235-4(B)(9), at the end of the sentence, replace finished greater with finished *grade*.
- ❑ Page 2-28, Article 260-3, First paragraph, second line, remove the word *foot*.

Division 3

- ❑ Page 3-13, Article 340-4, Second paragraph, change Flowable Backfill to Flowable *Fill*

Division 4

- ❑ Page 4-70, 442-13(B) Second sentence, change SSPC Guide 6I to SSPC Guide **6**.
- ❑ Pages 4-72, 4-74, 4-76, at the top of the page, substitute the heading Section 452 with Section **450**.
- ❑ Page 4-79, at the top of the page, substitute the heading Section 450 with Section **452**
- ❑ Page 4-80, change 452-7 to 452-**6** at the top of the page.
- ❑ Page 4-80, change Pay Item ___Steel Pile Retaining Walls, to *Sheet* Pile Retaining Walls.
- ❑ Page 4-88, 462-4, Title, Replace last word Measurement with the word **PAYMENT**

Division 5

- ❑ Page 5-8, Article 501-15 Measurement and Payment, delete the 4th paragraph that begins The quantity of lime, measured as provided ...

Division 6

- ❑ Page 6-3, Article 600-9, 2nd Paragraph on this page, replace 818-5 with 818-**4**.
- ❑ Pages 6-30 and 31, Subarticle 610-3(A)(13) Move 2 paragraphs from the margin to the right under the number (13).
- ❑ Page 6-43, Article 610-8, 4th paragraph, remove the first *the*
- ❑ Page 6-44, 2nd full paragraph, 1st sentence, delete the first *and* and add *transverse* just before cross-slope control.
- ❑ Page 6-51, at the top of the page, add **610-14** on the same line, and just before the heading MAINTENANCE.
- ❑ Page 6-53, Article 620-4 sixth paragraph, second line; the word that should be *which*.
- ❑ Page 6-66, title, Replace EXISTNG with **EXISTING**
- ❑ Page 6-66, Article 657-1, Description, first sentence, replace PS/AR (hot-poured rubber asphalt with *hot applied joint sealer*.

- Page 6-66, Article 657-2, replace PS/AR (Hot-Poured Rubber Asphalt with the following:

Item	Section
Hot Applied Joint Sealer	1028-2

- Page 6-67, at the top of the page, substitute the heading Section 654 with Section **657**.
- Page 6-67, Article 657-3 Construction Methods, 2nd paragraph, replace PS/AR sealant with **hot applied joint sealer**.
- Page 6-71, 660-9(B)(1), Replace the first sentence of the first paragraph with the following:

Using the quantities shown in Table 660-1, apply asphalt material to the existing surface followed by an application of No. 78 M or lightweight aggregate.

- Page 6-89; Add a period at the end of the last sentence at the bottom of the page.
- Page 6-90, Article 663-5, first paragraph, first sentence, change 50oF to **50°F**; third paragraph, fourth sentence change 325oF to **325°F**.

Division 7

- Page 7-12, at the top of the page, substitute the heading Section 710 with Section **700**.
- Page 7-15, Article 710-9, 4th paragraph, last line, change 710-11(B) to **710-10(B)**.

Division 8

- Page 8-13, Article 808-3, 4th Paragraph, third line, replace Eexcavation with **Excavation**
- Page 8-35, Article 848-2, Item: Replace Cncrete with **Concrete**

Division 9

- Page 9-2, add **901-3** just before CONSTRUCTION METHODS

Division 10

- Page 10-12, near bottom of page add **(C)** before Proportioning and Mixing of Modified Compositions, which should be bold type.
- Page 10-28, at the top of the page, substitute Section 100**6** for 1005.
- Page 10-54, Subarticle 1018-2A), First line, substitute **(B)** for II, third line, substitute **(B)(2)** for II-b.
- Pages 10-56, 10-58, 10-60 at the top of the page, substitute Section 1018 with Section **1020**.
- Page 10-84, Table 1042-1, Class 2, Maximum, change from 23r to **23**.
- Page 10-84, Article 1042-2 Testing, last sentence, replace the word alterations with the word **cycles**.
- Page 10-100, Table 1056-1, replace on the line for Trapezoidal Tear Strength:

Type 1	Type 2	Type 3		Type 4
		Class A	Class B	Soil Stabilization
45 lb	75 lb	--	--	75 lb

- Page 10-116, Subarticle 1070-10, first paragraph, second sentence, add **or** just before cold-forged sleeve.
- Pages 10-136 through 10-147, at the top of the page, substitute Section 1074 with Section **1072**.

- ❑ Page 10-157, Article 1077-11, first paragraph, change the reference from Subarticle 420-18(B) to Subarticle 420-17(B).
- ❑ Page 10-211, at the top of the page, substitute Section 1081 with Section **1082**.
- ❑ Page 10-229, add **1088-6 BLANK** on the line above 1088-7 TUBULAR MARKERS.
- ❑ Page 10-244, add **1089-10 BLANK** and **1089-11 BLANK** on the lines just above 1089-12 FLAGGER.
- ❑ Page 10-272, delete Article 1098-6 in its entirety. Renumber Articles 1098-7 through 1098-17 as Articles 1098-6 through 1098-16 consecutively.

Division 12

- ❑ Page 12-21 Add **1266-2** just before the heading MATERIALS.

Division 15

- ❑ Page 15-2 add **1500-4** just before the heading WEEKEND, NIGHT AND HOLIDAY WORK.
- ❑ Page 15-4, Subarticle 1505-3(A)(2), replace the 2nd line with the following: ***Provide shielding or shoring as required under Section 150 or as required elsewhere in the contract.***
- ❑ Page 15-5, add **1505-6** on the same line and just before the heading MEASUREMENT AND PAYMENT. (Remove the period after PAYMENT.)
- ❑ Page 15-6, Article 1505-6(3), delete *in Section 1175* and replace it with *elsewhere in the contract*.
- ❑ Page 15-8, add **1510-4** on the same line and just before the heading MEASUREMENT AND PAYMENT.
- ❑ Page 15-10, substitute **BLANK** for CONSTRUCTION REQUIREMENTS on the same line and just before 1515-4.
- ❑ Page 15-10, substitute **CONSTRUCTION REQUIREMENTS** for General Requirements
- ❑ Page 15-10, Article 1515-4, add **(D)** just before the bolded Fire Hydrants.
- ❑ Page 15-13, Article 1520-3, 8th paragraph, add **pipe** after diameter.
- ❑ Page 15-22, add **1540-3** on the same line and just before the heading CONSTRUCTION REQUIREMENTS.
- ❑ Page 15-28, Replace 1550-6 METHOD OF MEASUREMENT with **MEASUREMENT AND PAYMENT**.

Division 16

- ❑ Page 16-12, Subarticle 1632-1(C) ¼ Inch hardware cloth, change the minimum width from 24 inches to 48 inches.

Division 17

- ❑ Page 17-19, Subarticle 1725-2 Material, Second paragraph, change Article 1098-7 to 1098-8
- ❑ Page 17-20, Subarticle 1726-2 Material, Second paragraph, change Article 1098-8 to 1098-9

END

STANDARD SPECIAL PROVISION

MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS

Z-7

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

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

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

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

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

**EMPLOYMENT GOALS FOR MINORITY
AND FEMALE PARTICIPATION**

Economic Areas

Area 023 29.7%

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

Area 024 31.7%

Beaufort County
Carteret County
Craven County
Dare County
Edgecombe County
Green County
Halifax County
Hyde County
Jones County

Area 026 33.5%

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

Area 027 24.7%

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

Area 029 15.7%

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

Area 0480 8.5%

Buncombe County
Madison County

Lenoir County
Project 2B.105411

Lenoir County
Martin County
Nash County
Northampton County
Pamlico County
Pitt County
Tyrrell County
Washington County
Wayne County
Wilson County

Area 025 23.5%

Columbus County
Duplin County
Onslow County
Pender County

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

Area 030 6.3%
Avery County
Cherokee County
Clay County
Graham County
Haywood County
Henderson County
Jackson County
McDowell County
Macon County
Mitchell County
Swain County
Transylvania County
Yancey County

SMSA Areas

Area 5720 26.6%
Currituck County

Area 9200 20.7%
Brunswick County
New Hanover County

Area 2560 24.2%
Cumberland County

Area 6640 22.8%
Durham County
Orange County
Wake County

Area 1300 16.2%
Alamance County

Area 3120 16.4%
Davidson County
Forsyth County
Guilford County
Randolph County
Stokes County
Yadkin County

Area 1520 18.3%
Gaston County
Mecklenburg County
Union County

Goals for Female

Participation in Each Trade

(Statewide) 6.9%

STANDARD SPECIAL PROVISION
GENERAL DECISION NC20080010 NC10

Z-11

Date: February 8, 2008

General Decision Number NC20080010

Superseded General Decision No. NC20070010

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Alleghany	Granville	Pasquotank
Anson	Greene	Pender
Ashe	Halifax	Perquimans
Avery	Harnett	Person
Beaufort	Haywood	Pitt
Bertie	Henderson	Polk
Bladen	Hertford	Richmond
Brunswick	Hoke	Robeson
Caldwell	Hyde	Rockingham
Camden	Iredell	Rutherford
Carteret	Jackson	Sampson
Caswell	Johnston	Scotland
Chatham	Jones	Stanly
Cherokee	Lee	Surry
Chowan	Lenoir	Swain
Clay	Macon	Transylvania
Cleveland	Madison	Tyrrell
Columbus	Martin	Vance
Craven	McDowell	Warren
Currituck	Mitchell	Washington
Dare	Montgomery	Watauga
Duplin	Moore	Wayne
Edgecombe	Nash	Wilkes
Gates	Northampton	Wilson
Graham	Pamlico	Yancey

HIGHWAY CONSTRUCTION PROJECTS (does not include tunnels, building structures in rest area projects, railroad construction, and bascule, suspension, and spandrel arch bridges, bridges designed for commercial navigation, and bridges involving marine construction, and other major bridges).

Modification Number
0

Publication Date
2/08/2008

	Rates	Fringes
CARPENTER	7.71	
CONCRETE FINISHER	7.64	
IRONWORKER (Reinforcing)	9.27	
LABORER		
Common	6.55	
Asphalt Raker	6.55	
Form Setter (Road)	6.90	
Mason (Brick, Block, Stone)	7.76	
Pipe Layer	6.55	
Power Tool Operator	6.55	
POWER EQUIPMENT OPERATORS		
Asphalt Distributor	6.57	
Asphalt Paver	7.00	
Bulldozer	7.21	
Bulldozer (utility)	6.00	
Concrete Finishing Machine	9.48	
Concrete Grinder	8.13	
Crane, Backhoe, Shovel, & Dragline (Over 1 yd.)	8.53	
Crane, Backhoe, Shovel, & Dragline (1 yd. & under)	6.91	
Drill Operator	7.65	
Grade Checker	6.55	
Greaseman	6.55	
Hydroseeder	7.00	
Loader	6.85	
Mechanic	8.27	
Milling Machine	8.00	
Motor Grader (Fine Grade)	8.01	
Motor Grader (Rough Grade)	7.42	
Oiler	6.55	
Piledriver	11.00	
Roller (Finish)	6.55	
Roller (Rough)	6.55	
Scraper	6.55	
Screed Asphalt	6.55	
Stone Spreader	6.55	
Stripping Machine Operator	6.55	
Subgrade Machine	9.00	
Sweeper	6.55	
Tractor (utility)	6.55	
TRUCK DRIVERS		
Single Rear Axle Trucks	6.55	
Multi Rear Axle Trucks	6.55	
Heavy Duty trucks	6.55	
Welder	9.07	

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

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

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

STANDARD SPECIAL PROVISION

GENERAL DECISION NC20080011 NC11

Z-12

Date: February 8, 2008

General Decision Number NC20080011

Superseded General Decision No. NC20070011

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Alamance	Durham	Orange
Alexander	Forsyth	Randolph
Buncombe	Franklin	Rowan
Burke	Gaston	Stokes
Cabarrus	Guilford	Union
Catawba	Lincoln	Wake
Cumberland	Mecklenburg	Yadkin
Davidson	New Hanover	
Davie	Onslow	

HIGHWAY CONSTRUCTION PROJECTS (does not include tunnels, building structures in rest area projects, railroad construction, and, bascule, suspension and spandrel arch bridges, bridges designed for commercial navigation, and bridges involving marine construction, and other major bridges).

Modification Number	Publication Date
0	02/08/2008

SUNC1990-014 02/12/1990

	Rates	Fringes
CARPENTER	7.63	
CONCRETE FINISHER	7.52	
ELECTRICIAN	10.26	
IRONWORKERS (reinforcing)	9.76	
LABORER		
Common	6.55	
Asphalt Lay Down Man	6.55	
Asphalt Raker	6.55	
Form Setter (road)	8.57	
Mason (brick, block, stone)	7.44	
Pipe Layer	6.23	
Power Tool Operator	8.28	

POWER EQUIPMENT OPERATORS		
Asphalt Distributor	6.78	
Asphalt Paver	7.47	
Bulldozer	7.33	
Bulldozer (utility)	6.72	
Concrete Curb Machine	7.09	
Concrete Finishing Machine	7.85	
Concrete Paver	6.90	
Crane, Backhoe, Shovel & Dragline (over 1 yd)	8.16	
Crane, Backhoe, Shovel & Dragline(1 yd and under)	6.95	
Drill Operator	7.34	
Grade Checker	6.55	
Gradeall	8.38	
Greaseman	6.55	
Loader	7.09	
Mechanic	8.47	
Motor Grader (Fine Grade)	8.04	
Motor Grader(Rough Grade)	7.68	
Oiler	6.55	
Roller (Finisher)	6.70	
Roller (Rough)	6.55	
Scraper	6.63	
Screed Asphalt	7.09	
Stone Spreader	6.02	
Stripping Machine Operator	6.00	
Subgrade Machine	7.13	
Sweeper	6.55	
Tractor (Utility)	6.55	

TRUCK DRIVERS		
Trucks – Single Rear Axle	6.55	
Trucks – Multi Rear Axle	6.55	
Trucks – Heavy Duty	9.47	

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

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

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Washington, D.C. 20210

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END OF GENERAL DECISION

