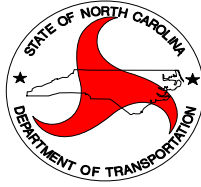


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION FOUR

CONTRACT PROPOSAL

PROJECT NUMBER 8.1321202
TIP PROJECT NUMBER I-3102A
ROUTE: I-95
COUNTY: Nash & Halifax
DESCRIPTION: SMARTZONE Traffic Control
BID OPENING: October 25, 2002 At 10:00 AM

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

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

RETURN BIDS TO: NCDOT
PO BOX 3165
WILSON, NC 27895-3165
ATTN.: J. P. PAGE, PE

PROPOSAL FORM FOR THE CONSTRUCTION OF PROJECT NO. 8.1321202

IN NASH & HALIFAX COUNTIES, NORTH CAROLINA

October 25, 2002

DEPARTMENT OF TRANSPORTATION,

WILSON, NORTH CAROLINA

The Bidder has carefully examined the location of the proposed work to be known as Project No. 8.1321202 ; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, and the form of contract; and thoroughly understands the stipulations, requirements and provisions. The undersigned Bidder agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with the 2002 Standard Specifications for Roads and Structures by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Project No. 8.1321202 in Nash & Halifax Counties, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled "North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, July 2002 with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the Construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

If the proposal is accepted and the award is made, the contract is valid only when signed either by the Contract Officer or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except over the signature of the said Contract Officer.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity of any item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for the contract.

TABLE OF CONTENTS

Cover Sheet

Proposal Sheets

Project Special Provisions

Mandatory Prebid Conference & Requirements.....	5
Preconstruction Conference.....	5
Notification Of Operations.....	5
U.S. Department Of Transportation Hotline	5
Safety Index Rating	6
Certification For Federal-Aid Contracts.....	6
Retainage And Prompt Payment.....	7
Material And Equipment Storage And Parking.....	8
Disadvantaged Business Enterprises.....	8
Traffic Control And Work Zone Safety.....	9
Utility Conflicts	9
Liability Insurance.....	10
Automated Portable Real-Time Workzone Information System ('Smartzone').....	10

Standard Special Provisions

Availability Of Funds - Termination Of Contracts.....	20
Award Of Contract.....	20
Minority And Female Employment Requirements	21
FHWA 1273	24
General Decision NC000010 03/02/01 NC10	32

Project Plan Details

Form W-9

Instruction To Bidders

Bid Form

Listing Of DBE Subcontractors

Noncollusion Affidavit

Project Special Provisions

Mandatory Prebid Conference & Requirements

In order to bid on this contract, all vendors will be notified and required to attend a Pre-bid Conference at the Division Office in Wilson, North Carolina. All vendors will be required to bring proof of prior deployments as well as contact information from prior deployments (Names and Phone numbers) to this Pre-Bid conference. The references provided will be contacted by the Department and a determination will be made as to whether the vendors system meets the requirements and conditions of this specification.

After the pre-bid conference is held, qualified bidders will have one week to submit bids. The bids will be opened at 10:00 AM on October 25, 2002 at the Division Office in Wilson. The Department reserves the right to reject any bids received from Contractors who do not meet the qualifications and certifications as described in this special provision. The decision to reject a bid may be based on information about past performance. Under no circumstances will a bidder be allowed to bid without attending the Pre-bid conference.

Preconstruction Conference

The Contractor shall contact Mr. Eddie Bunn, PE at (252) 459-2129 to arrange a Preconstruction conference. The project superintendent is required to attend the Preconstruction conference.

Notification Of Operations

The Contractor shall notify the Engineer 48 hours in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required.

U.S. Department Of Transportation Hotline

To report bid rigging activities call:

1-800-424-9071

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

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

Safety Index Rating

Revise the 2002 Standard Specifications as follows:

Page 1-10, Article 102-2

Before the last paragraph on this page, add the following paragraph:

"All subcontractors performing work for the Department shall have received a passing grade on the Safety Index Rating form, in accordance with Article 102-2, prior to beginning work. Subcontractors can request the Safety Index Rating form from the State Contractual Services Engineer."

Certification For Federal-Aid Contracts

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Retainage And Prompt Payment

Retainage:

The Department will not deduct and hold any retainage from the Prime Contractor on this project.

Revise the 2002 Standard Specifications as follows:

Pages 1-69 and 1-70, Sub-Article 109-4(A)

Delete the second, third, fourth, and fifth paragraphs of this subarticle and insert the following:

"The Department will withhold an amount sufficient to cover anticipated liquidated damages, as determined by the Engineer."

Prompt Payment of Monies Due Subcontractors, Second Tier Subcontractors and Material Suppliers and Release of Retainage

Contractors at all levels; prime, subcontractor, or second tier contractor, shall within seven calendar days of receipt of monies, resulting from work performed on the project or services rendered, pay subcontractors, second tier subcontractors, or material suppliers, as appropriate. This seven-day period begins upon knowledgeable receipt by the contracting firm obligated to make a subsequent periodic or final payment. These prompt payment requirements will be met if each firm mails the payment to the next level firm by evidence of postmark within the seven-day period.

This provision for prompt payment shall be incorporated into each subcontract or second tier subcontract issued for work performed on the project or for services provided.

The Contractor may withhold up to 3% retainage if any subcontractor does not obtain a payment and performance bond for their portion of the work. If any retainage is held on subcontractors, all retainage shall be released within seven calendar days of satisfactory completion of all work. For the purpose of release of retainage, satisfactory completion is defined as completion of all physical elements and corresponding documentation as defined in the contract, as well as agreement between the parties as to the final quantities for all work performed in the subcontract. The Department will provide internal controls to expedite the determination and processing of the final quantities for the satisfactorily completed subcontract portions of the project.

Failure of any entity to make prompt payment as defined herein may result in (1) withholding of money due to that entity in the next partial payment until such assurances are made satisfactory to this provision; or (2) removal of an approved contractor from the prequalified bidders list or the removal of other entities from the approved subcontractors list."

Material And Equipment Storage And Parking

When vehicles, equipment, and materials are not being actively used, they shall be moved at least 30 feet away from the edge of any travelway open to traffic (or otherwise directed by the Engineer). All debris shall be immediately moved to a location at least 30 feet from the edge of any travelway open to traffic. If vehicles, equipment, materials, and debris are protected by guardrail or barrier a 5-foot minimum offset from the rail shall be used.

Disadvantaged Business Enterprises

Policy

It is the policy of the North Carolina Department of Transportation that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed by Federal Funds.

Obligation

The Contractor and any subsequent Subcontractor shall ensure that disadvantaged business enterprises have the maximum opportunity to participate in the performance of the work included in this contract. The Contractor and any subsequent contractor shall take all necessary and reasonable steps to ensure that minority and business enterprises have the maximum opportunity to compete for and perform a portion of the work included in the contract. Failure on the part of the Contractor to carry out the requirements set forth herein shall constitute a breach of contract and after proper notification, may result in award disqualification, termination of the contract, disqualification from bidding, or other appropriate remedy.

Goals

Due to the nature of work in this contract, specific goals for participation by Disadvantaged Businesses are not established.

Reports

The Contractor shall submit a statement with the final invoice to report all DBE participation on the project. In the event the Contractor had no DBE participation on the project, he is still required to submit a statement with the final invoice reporting no participation. Where participation is from DBE Material Suppliers or Manufacturers, the statement shall indicate the appropriate percentage (60% for regular dealers, and 100% for manufacturers) of expenditures to be reported.

The Contractors statement of DBE participation must be delivered to the Department in order for the final invoice to be processed for payment.

Traffic Control And Work Zone Safety

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, North Carolina Department of Transportation Standard Specifications for Roads and Structures (2002), the North Carolina Department of Transportation Roadway Standard Drawings (2002) and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel must wear an OSHA approved reflective vest or outer garment at all times while on the project.

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in sub-article 108-7(2) of the Standard Specifications.

There will be no additional payment for traffic control and work zone safety as they shall be considered incidental to the other items in the contract.

Utility Conflicts

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

Liability Insurance

The Contractor shall obtain from an insurance company, duly authorized to do business in North Carolina, Public Liability and Property Damage Insurance to protect his company and subcontractors performing work covered under this contract from claims which may arise from operations under this contract. Insurance coverage shall be maintained during the life of this contract and shall extend to operations performed by the Contractor or his subcontractors, and by anyone employed directly or indirectly by either of them.

Public Liability Insurance shall be in an amount not less than seven hundred and fifty thousand dollars (\$750,000.00) for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than seven hundred and fifty thousand dollars (\$750,000.00) on account of one accident.

Property Damage Insurance shall be in an amount not less than two hundred fifty thousand dollars (\$250,000.00)

Proof of insurance shall be furnished to the Engineer prior to beginning work.

Automated Portable Real-Time Workzone Information System ('Smartzone')

Description

This item shall consist of furnishing, installing, relocating, operating and maintaining an automated portable real-time workzone system ('SMARTZONE') meeting the requirements noted herein, and providing the maintenance of the system during the duration of the project. Included in the operational responsibilities is the assuming of all communication costs such as cellular telephone and internet subscription charges. In addition to these requirements, the 'SMARTZONE' Contractor shall assume all responsibility for any damaged equipment due to crashes, vandalism, adverse weather, etc. that may occur during the systems deployment.

The goal of this system is to monitor projects when there is a specific need for lane closures to perform the work activities. These lane closures have the potential to produce abnormally large traffic backups and these backups create opportunities for crashes outside the workzone.

The 'SMARTZONE' Contractor shall furnish this system for measuring and delivering condition-responsive messages for the workzone on I-95 located between Milepost 145 and 154 in Nash and Halifax Counties. (See attached Drawings)

The Department has designed a 'SMARTZONE' setup that requires simultaneous usage of equipment between the Prime Contractor and the 'SMARTZONE' Contractor. However, if a different set-up or variation of this set-up is preferred by the 'SMARTZONE' Contractor, the Department will allow this provided it provides the level of performance required within this Specification and doesn't create a roadside hazard due to the number of devices.

If the 'SMARTZONE' Contractor decides to utilize the Department's design, they will coordinate with the Prime Contractor on the location of and simultaneous usage of equipment. Coordination will be critical to ensure the integrity of the SMARTZONE system. The 'SMARTZONE' Contractor will be attaching speed sensor equipment to the Prime Contractor's flashing arrow panel and changeable message boards unless more appropriate system configuration is defined.

The decision to deploy or remove the 'SMARTZONE' equipment will be made by the Department in writing. Once the decision is made to deploy the 'SMARTZONE' equipment, the Department will coordinate with the 'SMARTZONE' Contractor on the remaining duration of the system. The Department will guarantee the Contractor a minimum of 8 months total usage for this contract if the system performs satisfactorily with no major malfunctions. This minimum usage may or may not be consecutive and may include both directions of I-95.

Malfunctions may include but are not limited to the inability of the equipment to provide accurate-real time delay or travel time information, inability to withstand an interstate roadside environment, inability to withstand normal weather conditions, etc. The Department reserves the right to terminate this contract at any time if it determines the 'SMARTZONE' is not performing in accordance with this specification. The maximum duration for this contract will be 12 months.

The Department will compensate the Contractor for mobilizing the 'SMARTZONE' equipment to the project at the contract unit price for "mobilization" once the system is fully operational. Once the contract is awarded, the Department expects the 'SMARTZONE' system to be fully operational within 30 days.

A secondary mobilization may be realized if both directions of I-95 are under construction simultaneously. If this occurs, the 'SMARTZONE' Contractor will be compensated at the contract unit price for "Secondary Mobilization". If secondary mobilization is required, then additional equipment will be required to monitor both directions of I-95. The Department expects the additional equipment to be fully operational within 5 days of equipment installation.

The 'SMARTZONE' Contractor will not under ANY circumstances be compensated under mobilization or secondary mobilization when moving equipment from 1 direction of the interstate to the other.

Once this equipment has arrived, any relocation or repositioning along the project or removal of equipment from the project will be incidental to the contract unit price for daily rental.

If the Department requests the Contractor to remove all equipment and to remobilize at a later date, that remobilization will be paid for at the contract unit price for “re-mobilization”. This may become necessary if the Prime Contractor decides to cease work on the project for an extended period of time. However, at this time, it is the Department’s position that this situation is not likely and therefore remobilization will not be necessary.

System Requirements

The ‘SMARTZONE’ system shall be primarily installed on 1 direction of I-95 at the time. However, there will be times when the ‘SMARTZONE’ equipment will be utilized for both directions simultaneously. Because of this situation, the pay item will be paid for “per direction/per day”. Our estimate is the ‘SMARTZONE’ equipment will be utilized in 1 direction at the time for 75% of the project duration with simultaneous usage the remaining 25%.

The ‘SMARTZONE’ system shall consist of the following (as a minimum) for 1 direction of I-95:

- ***4 portable changeable message signs remotely controlled via central computer base station. (2 for the mainline, 2 for the alternate routes).***
- ***3 portable traffic sensors linked to central computer base station (Two (2) of these may be mounted to other’s equipment, i.e. Flashing Arrow Panels and Changeable Message Signs)***
- ***1 central base station equipped with appropriate software and either wireless or dedicated phone line communications to “link” with the ‘SMARTZONE’ equipment***
- ***The ‘SMARTZONE’ system shall be capable of providing current operational status (i.e. current traffic data and messages, communications system, signs and sensors) via the central base station computer and via the Internet to a dedicated web-site established for the purpose of monitoring the corridor and the ‘SMARTZONE’ equipment***
- ***The web-site shall have the capability of providing a password protected “link” for approved personnel to have limited access to the operational characteristics of the system to manually override errant messages on the CMS’s due to communication interruptions or other system failures.***
- ***The web-site shall have the capability of providing a password protected “link” for approved personnel to have access to retrieve the volume and speed data the system is collecting.***
- ***The website for the monitoring of the ‘SMARTZONE’ system shall be capable of verifying and validating the real-time messages on the Changeable Message Boards for password approved personnel.***
- ***The ‘SMARTZONE’ system software shall be configured so that appropriate personnel are notified by cell phone and/or email once a malfunction has***

occurred in the system. Configure the software so that up to 5 approved Department personnel are notified by cell phone and up to 25 personnel are notified by email.

- ***The software shall be configured to assess any type of malfunction that has occurred. This assessment includes communication disruption between any device in the system configuration, changeable message board malfunctioning, speed sensor malfunction, etc.***

The exact locations of all devices shall be determined as part of an on-site communications analysis with project personnel.

Materials

All materials used shall meet the manufacturer's specifications and recommendations.

Construction Methods

The provisions of Article 1105-3 in the North Carolina Standard Specifications for Roads and Structures (2002) will be applicable to the work covered by this section.

In addition, the below requirements are to be met.

- The 'SMARTZONE' system shall utilize North Carolina approved portable Changeable Message Signs (CMS) to convey real-time traffic condition information to motorists.
- The 'SMARTZONE' system shall operate continuously (24 hours, 7 days a week) when deployed on the project. It shall be in the "data collection" mode when the queue sensors aren't activated.
- To support incident management, the 'SMARTZONE' system shall allow the Division 4 staff to remotely (i.e., via cell phone) override motorists information messages for a user-specified duration, after which automatic operation will resume with display of messages appropriate to the prevailing traffic conditions.
- Critical system operator control functions shall be password protected.
- The 'SMARTZONE' system shall be capable of providing current operational status (i.e. current traffic data and messages, communications system, signs and sensors) via the central base station computer and via the Internet to a web-browser equipped remote computer.

- The 'SMARTZONE' system shall be capable of acquiring traffic volume and speed data and selecting motorist information messages automatically without operator intervention after system initialization.
- Via the central base station and a remote computer, the 'SMARTZONE' system shall provide a full color map depicting the project area with locations of traffic sensors, CMS's and cameras.
- Using color-coding, the Map shall reflect the current traffic conditions at each traffic sensor and display the entire information message being shown by each CMS.

RTWS Traffic Data Acquisition

- **Each traffic queue sensor shall communicate with the computer base station to activate the appropriate CMS whenever the prevailing traffic speed slows to 55 miles per hour. Once activated, the preprogrammed messages shall be automatically displayed on the CMS as shown on the attached drawing.**
- **The 'SMARTZONE' system shall be capable of calculating and having "real time" delay information displayed on the portable CMS's. This "real time" delay shall be calculated and displayed on the portable CMS's to the nearest minute for delays up to 15 minutes after the initial 5 minute delay. For delays exceeding 15 minutes, the delay information displayed on the CMS's shall be rounded to the nearest 5 minute increment.**
- **The "real time" delay information displayed on the CMS's is to be updated every 3 minutes.**
- **The website delay information is to be updated simultaneously with the delay information displayed on the Changeable Message Signs**
- **To allow for motorist information messages of high specificity, the 'SMARTZONE' system shall acquire quantitative traffic data using an accurate speed measurement technique that includes the capability of detecting stopped traffic and counting traffic volume.**
- **The 'SMARTZONE' system traffic sensors shall be of a type whose accuracy is not degraded by inclement weather or degraded visibility conditions including precipitation, fog, darkness, excessive dust, and road debris.**
- **The 'SMARTZONE' system shall be capable of automatically prompting motorists of alternative route messaging once delay reaches 10 minutes. The alternate routes will be preselected by Division 4 personnel.**
- **Once delay is at 10 minutes, the Changeable Message Signs along the alternate routes are to be activated by the 'SMARTZONE' system.**
- **The 'SMARTZONE' system shall be capable of acquiring traffic data from up to four lanes of traffic in multiple directions.**

- All traffic data acquired by the ‘SMARTZONE’ system shall be archived in log file with time and date stamps in a Microsoft Excel format.

‘SMARTZONE’ Motorist Information Messages

- The ‘SMARTZONE’ system shall be capable of providing speed, delay, length of traffic queue (to the nearest miles), and lane closure advisories to motorists.
- The ‘SMARTZONE’ shall be capable of displaying the advisory/informational messages as shown on the attached drawing, as well as separate, independent advisory messages associated with Incident Management needs along the I-95 corridor on each CMS. (See attached drawing)
- Records of all motorist information messages displayed by the ‘SMARTZONE’ shall be recorded in log files with time and date stamps in a Microsoft Excel format.
- The ‘SMARTZONE’ shall be capable of displaying separate, independent default messages, as well as separate, independent advisory messages associated with Incident Management needs along the I-95 corridor on each CMS.
- The ‘SMARTZONE’ default and advisory messages must be capable of being automatically selected based on traffic conditions at a single traffic sensor point or at multiple traffic sensor points in combination.
- System must have capacity to preset up to 10 different default or automatic advisory messages for each CMS, for a total capacity of at least 40 different default and automatic messages (10 for each of the 4 CMS’s).
- Default and advisory message content shall be programmable from the central base station.
- For later use, the ‘SMARTZONE’ shall be capable of storing messages created by an authorized user in overriding any default or automatic advisory message.

System communications

- Communications between central computer base station and any individual CMS and sensor shall be independent through the full range of deployed locations and SHALL not rely upon communications with any other CMS, sensor or camera. That is, systems that use a series of traffic sensors mounted on CMS’s and are configured such that the data from one sensor is used to only control the next CMS upstream from the sensor, are not acceptable.
- The SMARTZONE’ communications system shall incorporate an error detection/correction mechanism to insure the integrity of all traffic conditions data and motorist information messages.

- Any required configuration of the SMARTZONE'S communications system shall be performed automatically during system initialization.

Changeable Message Signs

- **The location of portable changeable message signs and traffic sensors for the various construction phases will be as shown on the attached drawings. If utilizing the Department's equipment configuration, two (2) of the three (3) speed sensors will be mounted on changeable message signs and flashing arrow panels owned by others. (See attached Drawings)**
- The portable changeable message signs shall be on the North Carolina approved products list and have the following features
 - Remote sign operation via central computer base station
 - Messages to be displayed shall have the capability to be timed to changes at various times of the day and days of the week.
 - All CMS's shall have the capability to "center justify" the messages.
 - Remote access via cell phone

Any request to change the messages on the Changeable Message Signs has to be approved by the Department.

System Performance

To ensure a prompt response to incidents involving the integrity of the 'SMARTZONE' devices and changeable message signs, the 'SMARTZONE' Contractor shall provide an "on-site" SMARTZONE technician who is skilled in the operation of all the 'SMARTZONE' equipment and software for the duration of this project. This "on-site" technician shall be equipped with sufficient resources within 2 hours of notification to make needed corrections of deficiencies. This "on-site" technical support shall be provided around the clock from midnight Sunday night until noon Friday. For weekends, technical support shall be provided by "on call" status and be accessible by pager and/or cell phone.

When ANY type of system or equipment failure occurs, the amount of downtime the system experiences will be documented by the Department. The Department will allow a 2 hour "grace" period, before any price reductions are assessed to get the individual device and/or system restored to full operation. After the 2 hour "grace" period, the pro-rated price reductions for that day will be initiated.

The amount of downtime will be subtracted from the daily payment on a pro-rated basis. The pro-rated basis will be calculated by determining the number of hours the system is down between 6AM and 8PM Monday thru Friday. A lane closure day will consist of 14 hours. (For example, if the system is down 6 hours, this represents a 43% reduction in price for that day). If downtime exceeds more than 8 hours in a lane closure day, then that day is subtracted from the daily amount. Equipment (i.e. CMS, speed sensors, cameras, etc.) malfunctions shall be corrected within 2 hours. All system deficiencies shall be corrected within 24 hours.

The Department reserves the right to terminate this contract at any time if it determines the 'SMARTZONE' system is not performing in accordance with this specification.

* System Option

As a system option, the SMARTZONE Contractor may provide two (2) cameras (1 for each direction of I-95 or 2 in the same direction if work is only occurring in 1 direction of I-95) to provide live video feed of the workzone. If used, these cameras shall become activated when delay in the workzone is detected by the speed sensors. Otherwise, they are to remain "off" unless activation is requested by authorized personnel.

This activation will be an "On Demand" feature the Department can use to verify traffic conditions and/or verify messages on the Changeable Message Boards as well as other incident management purposes.

This "On Demand" feature shall be accessible from the project website by providing a password protected "link" for approved personnel.

If used, the cameras shall be mounted on a portable trailers located near the lane closure (See attached drawings) and shall have PTZ capabilities.

As this is an optional item, there will be an optional pay item for this feature that the SMARTZONE Contractor will be allowed to price on a daily basis. This daily price is for BOTH of the cameras, not for each. However, the camera option WILL NOT play a role in determining the low bidder. The low bidder will be determined by the required pay items for this contract. Once awarded, if funding allows and the low bidder would like to utilize this optional item, then the Department will use the provided daily price quoted at the time of bidding to negotiate the duration of these devices with the SMARTZONE Contractor.

Method of Measurement

The quantity for the **MOBILIZATION** of the 'SMARTZONE' system to be paid for will be the 'SMARTZONE' system required and satisfactorily installed as described in the "Description" Section and shown on the attached drawing for a direction on I-95 as required by this Special Provision. "Mobilization" includes providing the 'SMARTZONE' equipment for one direction on I-95 North or I-95 South.

A secondary mobilization may be realized if both directions of I-95 are under construction simultaneously. If this occurs, the ‘SMARTZONE’ Contractor will be compensated at the contract unit price for “Secondary Mobilization” for the second direction on I-95 North or I-95 South. The ‘SMARTZONE’ Contractor will not under no circumstances be compensated under mobilization or secondary mobilization when moving equipment from one direction of the interstate to the other.

Once this equipment has initially arrived and been installed on the project, any relocation along the project or removal of this equipment from the project will be incidental to the contract unit price for daily rental. If the Department requests the Contractor to remobilize at a later date, that remobilization will be paid for at the contract unit price for “re-mobilization.”

The quantity for the **SECONDARY MOBILIZATION** of the ‘SMARTZONE’ system to be paid for will be the ‘SMARTZONE’ system required and satisfactorily installed as described in the “Description” Section and shown on the attached drawing for the second direction on I-95 as required by this Special Provision.

The quantity for the **SMARTZONE system** to be paid for will be the ‘SMARTZONE’ system required and satisfactorily installed as described in the “System Requirements” Section and shown on the attached drawing per direction on I-95 during the life of the project as required by this Special Provision.

The quantity for the **On-Site ‘SMARTZONE’ Technician** to be paid for will be measured by providing a project dedicated, full-time service technician knowledgeable in all aspects of the SMARTZONE equipment and software as described in the “System Performance” Section.

The quantity for the **REMOBILIZATION** of the ‘SMARTZONE’ System to be paid for will be the ‘SMARTZONE’ system required and satisfactorily reinstalled as described in the “Description” Section and shown on the attached drawing and as required by this Special Provision. “Remobilization” includes providing ‘SMARTZONE’ equipment for a single direction on I-95. Once this equipment arrives, any relocation along the project (as described previously) or removal of this equipment from the project will be incidental to the contract unit price for daily rental.

The quantity for the **‘SMARTZONE’ Website** to be paid for will be measured by providing a project dedicated, full-time website as described in the special provisions of this contract.

The quantity for the **2 Portable SMARTZONE Video Cameras** to be paid for will be the ‘SMARTZONE’ video cameras system required and satisfactorily installed as described in the “System Options” Section on I-95 during the life of the project as required by this Special Provision.

Basis of Payment

The quantity for **MOBILIZATION** of the ‘SMARTZONE’ System, measured as stated above, will be paid for at the contract unit price lump sum for “Mobilization of “SMARTZONE” System (Lump Sum)

The quantity for **SECONDARY MOBILIZATION** of the ‘SMARTZONE’ System, measured as stated above, will be paid for at the contract unit price per each for “Secondary Mobilization of “SMARTZONE” System (Each)

The quantity for the **‘SMARTZONE’ SYSTEM** measured as stated above, will be paid for at the contract unit price per direction per day for the “SMARTZONE System" (per direction/per day)

The quantity for the **On-Site ‘SMARTZONE’ Technician**, measured as stated above, will be paid for at the contract unit price per day for “On-Site ‘SMARTZONE’ Technician (Day)

The quantity for **REMOBILIZATION** of ‘SMARTZONE’ System, measured as stated above, will be paid for at the contract unit price per each for “Remobilization of ‘SMARTZONE’ System" (each)

The quantity for the **‘SMARTZONE’ Website**, measured as stated above, will be paid for at the contract unit price per day for “‘SMARTZONE’ Website (Day)

The quantity for the **2 Portable SMARTZONE Video Cameras**, measured as stated above, will be paid for at the contract unit price per day for “2 Portable SMARTZONE Video Cameras (Day)

Such price and payment will be full compensation for all work covered by this provision including but not limited to furnishing, installing, relocating, operating, maintaining, and removing the ‘SMARTZONE’ system at the discretion of the Department.

Payment will be made under:

Mobilization of ‘SMARTZONE’ System	Lump Sum
Secondary Mobilization of ‘SMARTZONE’ System.....	Each
‘SMARTZONE’ System.....	Per Direction/Day
On-Site SMARTZONE Technician.....	Per Day
Remobilization of ‘SMARTZONE’ System.....	Per Each
‘SMARTZONE’ Website.....	Per Day

-	
OPTIONAL BID ITEM	
2 Portable SMARTZONE Video Cameras	Per Day

Standard Special Provisions

Availability Of Funds - Termination Of Contracts

In accordance with G.S. 143-28.1 (6), Subsection (5) of G.S. 143-28.1 is hereby incorporated verbatim in this contract. G.S. 143-28.1(5) is as follows:

“(5). Amounts Obligated - Payments subject to the Availability of Funds - Termination of Contracts. Highway maintenance and construction appropriations may be obligated in the amount of allotments made to the Department of Transportation by the Office of State Budget and Management for the estimated payments for maintenance and construction contract work to be performed in the appropriation fiscal year. The allotments shall be multi-year allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in subdivision (2) above. Payment for highway maintenance and construction work performed pursuant to contract in any fiscal year other than the current fiscal year will be subject to appropriations by the General Assembly. Highway maintenance and construction contracts shall contain a schedule of estimated completion progress and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any highway maintenance or construction contract and any highway maintenance or construction contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of 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”.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13, Item 5, of the North Carolina Department of Transportation Standard Specifications for Roads and Structures, dated January 1, 2002.

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 Stat. 252) and the Regulations of the Department of Transportation (49 C.F.R., Part 21), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin”.

Minority And Female Employment Requirements

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

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

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

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

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

EMPLOYMENT GOALS FOR MINORITY
AND FEMALE PARTICIPATION

Economic Areas

Area 023 29.7%

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

Area 024 31.7%

Beaufort County
Carteret County
Craven County
Dare County
Edgecombe County
Green County
Halifax County
Hyde County
Jones County
Lenoir County
Martin County
Nash County
Northampton County
Pamlico County
Pitt County
Tyrrell County
Washington County
Wayne County
Wilson County

Area 025 23.5%

Columbus County
Duplin County
Onslow County
Pender County

Area 026 33.5%

Bladen County
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 028 15.5%

Alleghany County
Ashe County
Caswell County
Davie County
Montgomery County
Moore County
Rockingham County
Surry County
Watauga County
Wilkes County

Area 029 15.7%

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

Area 0480 8.5%

Buncombe County
Madison County

Area 030 6.3%

Avery County
Cherokee County
Clay County
Graham County
Haywood County
Henderson County
Jackson County
McDowell County
Macon County
Mitchell County
Swain County
Transylvania County
Yancey County

SMSA Areas

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
Guiford 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%

FHWA 1273

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

	Page
I. General	1
II. Nondiscrimination	1
III. Nonsegregated Facilities	3
IV. Payment of Predetermined Minimum Wage	3
V. Statements and Payrolls	6
VI. Record of Materials, Supplies, and Labor	6
VII. Subletting or Assigning the Contract	7
VIII. Safety: Accident Prevention	7
IX. False Statements Concerning Highway Projects	7
X. Implementation of Clean Air Act and Federal Water Pollution Control Act	8
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	8
XII. Certification Regarding Use of Contract Funds for Lobbying	9

ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

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

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's

EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

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

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

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

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

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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

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

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this

contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

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

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which

its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

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

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure

set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

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

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate,

V. STATEMENTS AND PAYROLLS

either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

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

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified

and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

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

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

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

VIII. SAFETY: ACCIDENT PREVENTION

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

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

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or

agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

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

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

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

the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

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

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

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

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

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

General Decision NC000010 03/02/01 NC10

General Decision Number NC010010

Superseded General Decision No. NC000010

State: North Carolina

Construction Type:

HIGHWAY

County(ies):

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/Spandrel Arch Bridges, Bridges designed for Commercial Navigation, and Bridges involving marine construction and other major bridges).

Modification Number	Publication Date
0	03/02/2001

COUNTY(ies):

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

SUNC3001A 02/12/1990

	Rates	Fringes
CARPENTER	7.71	
CONCRETE FINISHER	7.64	
IRONWORKER (Reinforcing)	9.27	
LABORER		
Comman	5.42	
Asphalt Raker	6.32	
Form Setter (Road)	6.90	
Mason (Brick, Block, Stone)	7.76	
Pipe Layer	5.90	
Power Tool Operator	6.53	
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	5.15	
Grease man	6.43	
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	5.80	
Piledriver	11.00	
Roller (Finish)	6.32	
Roller (Rough)	5.43	
Scraper	6.41	
Screed Asphalt	6.33	
Stone Spreader	5.88	
Stripping Machine Operator	6.00	
Subgrade Machine	9.00	
Sweeper	5.64	
Tractor (utility)	6.15	
TRUCK DRIVERS:		
Single Rear Axle Trucks	5.15	
Multi Rear Axle Trucks	5.48	
Heavy Duty trucks	5.50	
Welder	9.07	
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)(v)).

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.

END OF GENERAL DECISION

FORM W-9

[Rev. 1-92; Rev. 10-94
for Division Contract Use]

Pursuant to Internal Revenue Service Regulations, vendors must furnish their **Taxpayer Identification Number (TIN)** to the State. **If this number is not provided, you may be subject to a 31% withholding on each payment.** To avoid this 31% 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.**

Legal Business Name _____

Address _____

9 Digit Taxpayer Identification Number _____

Social Security Number _____

Federal Employer Identification Number _____

Business Designation (Check One)

- _____ Individual (Requires SSN)
- _____ Sole Proprietorship “
- _____ Partnership (Requires Federal Tax ID)
- _____ Estate/Trust “
- _____ Corporation “
- _____ Public Service Corporation “
- _____ Governmental/Non-Profit “

Under penalties of perjury, I declare that I have examined this request and to the best of my knowledge and belief, it is true, correct, and complete. I have not been notified by the IRS that I am subject to backup withholding for failure to report income.

Name (Print or Type) Title (Print or Type)

Signature Date Telephone Number

INSTRUCTIONS TO BIDDERS

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

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

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION ENGINEER'S OFFICE AT 509 WARD BLVD. IN WILSON BY 10:00 AM ON FRIDAY, October 25, 2002.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

**Quotation For Project No. 8.1321202
Smartzone Traffic Control**

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

**NCDOT
PO BOX 3165
WILSON, NC 27895-3165
ATTN.: J. P. PAGE, PE**

AWARD OF CONTRACT

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

North Carolina Dept. of Transportation Bid Form

State Project Number 8.1321202

Nash & Halifax Counties

ITEM	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	Mobilization of "SMARTZONE" System	1	LS		
2	SP	Secondary Mobilization of "SMARTZONE" System	2	Each		
3	SP	"SMARTZONE" System	400	Per Direction /Day		
4	SP	On-Site "SMARTZONE" Technician	240	Days		
5	SP	Remobilization of "SMARTZONE" System	2	Each		
6	SP	"SMARTZONE" Website	400	Days		

TOTAL BID FOR PROJECT: _____

7	SP	<i><u>*OPTIONAL BID ITEM*</u></i> <i><u>2 Portable SMARTZONE Video Cameras Per Day (Do not include in total bid for project)</u></i>	360	Days		
---	----	---	-----	------	--	--

CONTRACTOR _____

ADDRESS _____

Federal Identification Number _____ Contractors License Number _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____

This Section To Be Completed By North Carolina Department Of Transportation

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2002.

Reviewed by _____ ***(date)*** _____

Accepted by NCDOT _____ Division Engineer _____ (date)

LISTING OF DBE SUBCONTRACTORS

FIRM NAME AND ADDRESS	ITEM NO.	ITEM DESCRIPTION	(*) AGREED UPON UNIT PRICE	DOLLAR VOLUME OF SUBLET ITEM
PROJECT NO. _____	COUNTY _____	FIRM _____		

(*) The Dollar Volume Shown In This Column Shall be Actual Price Agreed Upon by the Prime Contractor and the DBE Subcontractor, and These Prices Will Be Used to Determine The Percentage of the DBE Participation in this Contract.

**Dollar Volume of DBE Subcontractor..... \$ _____
 Percentage of Total Contract Bid Price
 (TO BE COMPUTED BY NCDOT)..... _____%

**MUST HAVE ENTRY EVEN IF FIGURE
 TO BE ENTERED IS ZERO.

THIS FORM MUST BE COMPLETED IN ORDER FOR THE BID TO BE CONSIDERED RESPONSIVE AND BE PUBLICLY READ.
 BIDDERS WITH NO DBE PARTICIPATION MUST SO INDICATE THIS ON THE FORM BY ENTERING THE WORD OR NUMBER ZERO.

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 _____
SEAL
day of _____ 20 ____ .

NOTARY

(SIGNATURE OF NOTARY PUBLIC)

Of _____ County.

State of _____ .

My Commission Expires: _____ .