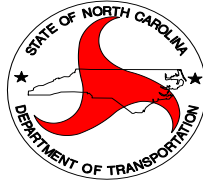


STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION



DIVISION ONE DISTRICT ONE

# CONTRACT PROPOSAL

## SMALL BUSINESS ENTERPRISE

DATE AND TIME OF BID OPENING: NOVEMBER 19, 2014 AT 2:00 PM

CONTRACT ID: 11438713

WBS ELEMENT NO.: VARIOUS

COUNTY: HYDE

★ ROUTE NO.: VARIOUS

LOCATION: OCRACOKE ISLAND

TYPE OF WORK: MAINTENANCE CONTRACT

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
ADDRESS OF BIDDER

RETURN BIDS TO:

N. C. DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS, DIVISION 1  
ATTN: Barry Hobbs, PE  
113 Airport Drive, Suite 100  
Edenton, NC 27932

**PROPOSAL FOR THE CONSTRUCTION OF  
CONTRACT No. 11438713 IN HYDE COUNTY, NORTH CAROLINA  
DATE: OCTOBER 29, 2014  
DEPARTMENT OF TRANSPORTATION,  
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. 11438713; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further 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 2012 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 Contract No. 11438713 in Hyde County, 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, January 2012* 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 or Division Engineer.

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 an 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 SHEET****TABLE OF CONTENTS 3****INSTRUCTIONS TO BIDDERS 4****PROJECT SPECIAL PROVISIONS 5****STANDARD SPECIAL PROVISIONS 39****EXECUTION OF BID, NONCOLLUSION AFFIDAVIT  
AND DEBARMENT CERTIFICATION 51****BID FORM 60**

## **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 may cause the bid to be considered irregular and may be grounds for rejection of the bid.**

### **TRADITIONAL PAPER BIDS:**

1. Download the entire proposal from the Connect NCDOT website and return the entire proposal with your bid.
2. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
3. The Bidder shall submit a unit price for every item on the itemized proposal sheet. The unit prices for the various contract items shall be written in figures. Unit prices shall be rounded off by the Bidder to contain no more than FOUR decimal places.
4. An amount bid shall be entered on the itemized proposal 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" column of the form.
5. The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
6. Changes to any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use correction fluid, correction tape or similar product to make corrections.
7. The bid shall be properly executed on the included **Execution of Bid – Non-collusion Affidavit, Debarment Certification and Gift Ban Certification** form. All bids shall show the following information:
  - a. Name of corporation, partnership, limited liability company, joint venture, individual or firm, submitting bid.  
Corporations that have a corporate seal should include it on the bid.
  - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
  - c. Name, signature, and position or title of witness.
  - d. Completed attestation by Notary Public**Note: Signer, Witness and Notary Public must be different individuals.**
8. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
9. 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.
10. **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 ONE ENGINEER'S OFFICE AT 113 AIRPORT DRIVE, SUITE 100, EDENTON, NC 27932 LOCATED APPROXIMATELY 5 MILES SOUTHEAST OF EDENTON, JUST OFF NC 94 ON AIRPORT DRIVE IN THE NORTHEASTERN REGIONAL AIRPORT BUILDING, BY 2:00 P.M. ON WEDNESDAY, NOVEMBER 19, 2014.**
11. The sealed bid must display the following statement on the front of the sealed envelope:  
**QUOTATION FOR 11438713 - CONTRACT MAINTENANCE ALONG NCDOT SYSTEM ROUTES ON OCRACOCKE ISLAND TO BE OPENED AT 2:00 P.M. ON WEDNESDAY, NOVEMBER 19, 2014**
12. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**N. C. DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS, DIVISION ONE  
ATTN: BARRY HOBBS, P.E.  
113 AIRPORT DRIVE, SUITE 100  
EDENTON, NC 27932**

### **OPTIONAL COMPUTER BID PREPARATION:**

1. All instructions given above for completing and returning TRADITIONAL PAPER BIDS apply, except as modified by the provision "**Computer Bid Preparation (Optional)**", if applicable.
2. Expedite software necessary for electronic bid preparation may be downloaded from the Connect NCDOT website at: <https://connect.ncdot.gov/letting/Pages/EBS-Information.aspx>

## PROJECT SPECIAL PROVISIONS

### **MANDATORY PRE-BID CONFERENCE AND PROPOSAL REVIEW:**

In order to bid on this contract, all prospective bidders shall attend a Mandatory Pre-Bid Conference to be held at **the Hatteras Ferry Terminal – Conference Room, 59063 NC HWY 12 South, Hatteras, NC 27943, at 9:30 A.M. on Wednesday, November 5, 2014. Please contact Barry Hobbs - (252) 482-1862 for any further information.**

The pre-bid conference will include a thorough discussion of the plans, contract pay items, special provisions, etc.

Only bidders who have attended and properly registered at the above scheduled pre-bid conferences will be considered qualified to bid on this project. A bid received from a bidder who has not attended and properly registered at the above scheduled pre-bid conferences will not be considered for award.

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

This conference will be conducted by Department personnel for the purpose of providing additional information about the project and to give bidders an opportunity to ask any questions they may have.

The Engineer will explain areas of responsibility, standards of performance and expected results. This is also intended to be a time for the Contractor to raise questions.

Any changes made to the contract during the pre-bid conference will be documented and included in an addendum. The addendum must be returned with the bid package, signed and dated. Failure to do so will result in disqualification of bid. Pre-Bid Conference proceedings will be tape recorded.

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

1. The individual writes his/her name on the official roster at the **beginning** of the pre-bid conference.
2. The individual writes in the name and address of the company he/she represents.
3. Only one company is shown as being represented by the individual attending.
4. The individual is an officer or permanent employee of the firm they represent.
5. The individual shall sign out when the **end** of the pre-bid conference is completed.

**Only bids received from the bidders who have attended and properly registered at the Pre-Bid Conference will be considered.**

**CONTRACT TIME AND LIQUIDATED DAMAGES:**

(7-1-95) (Rev. 12-18-07)

108

SP1 G10 A

The date of availability for this contract is **January 1, 2015**.

The completion date for this contract is **December 31, 2015**.

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

The Contractor shall submit his/her bid for one year. At the option of the Department, this contract may be extended for two (2) additional one (1) year periods (maximum three (3) Years total). The unit bid prices will be increased by three (3) percent for each one (1) year extension. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Engineer will notify the Contractor in writing by October 1st if the contract may be extended. The Contractor must notify the Engineer in writing by October 15th of this acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be perceived as a rejection of the contract extension.

The liquidated damages for this contract are **Five Hundred Dollars (\$ 500.00)** per calendar day.

**INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:**

The Contractor shall not perform any work on this project and/or alter the traffic flow during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**MONDAY-FRIDAY** FROM THIRTY (30) MINUTES BEFORE SUNSET  
TO THIRTY (30) MINUTES AFTER SUNRISE THE FOLLOWING DAY  
AND

**SATURDAY** FROM THIRTY (30) MINUTES BEFORE SUNSET  
TO THIRTY (30) MINUTES AFTER SUNRISE THE FOLLOWING **MONDAY**

In addition, the Contractor shall not perform any work on this project and/or alter the traffic flow on or during holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

**HOLIDAY AND HOLIDAY WEEKEND WORK RESTRICTIONS**

1. For **any event** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of 30 minutes before sunset. December 31st until 30 minutes after sunrise January 2nd. If New Year's Day is on Saturday or Sunday, then until 30 minutes after sunrise the following Tuesday.
3. For **Easter**, between the hours of 30 minutes before sunset Thursday and 30 minutes after sunrise Monday.

4. For **Memorial Day**, between the hours of 30 minutes before sunset Friday and 30 minutes after sunrise Tuesday.
5. For **Independence Day**, between the hours of 30 minutes before sunset the day before Independence Day and 30 minutes after sunrise the day after Independence Day.
6. If Independence Day is on a Saturday or Sunday, then between the hours of 30 minutes before sunset the Thursday before Independence Day and 30 minutes after sunrise the Tuesday after Independence Day.
7. For **Labor Day**, between the hours of 30 minutes before sunset Friday and 30 minutes after sunrise Tuesday.
8. For **Thanksgiving Day**, between the hours of 30 minutes before sunset Tuesday and 30 minutes after sunrise Monday.
9. For **Christmas**, between the hours of 30 minutes before sunset the Friday **before the week of Christmas Day** and 30 minutes after sunrise the following Monday **after the week of Christmas Day**.

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

The time of availability for this intermediate contract time shall be the time the Contractor begins work and/or alters the traffic flow according to the time restrictions listed herein.

The completion time for this intermediate contract time shall be the time the Contractor is required to cease work and/or cease to alter the traffic flow according to the time restrictions stated above.

The liquidated damages are **Two Hundred Fifty Dollars (\$250.00)** per hour time period or any portion thereof.

**POSTED WEIGHT LIMITS:**

(7-1-95) (Rev. 8-21-12)

107

SP1 G24R

The Contractor's attention is directed to the fact that many Primary and Secondary Roads and bridges are posted with weight limits less than the legal limit. Do not exceed the posted weight limits in transporting materials and/or equipment to the projects, unless otherwise indicated below. Make a thorough examination of all projects and haul routes and be prepared to discuss them at the Preconstruction Conference.

**NO MAJOR CONTRACT ITEMS:**

(2-19-02) (Rev. 8-21-07)

104

SP1 G31

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

**NO SPECIALTY ITEMS:**

(7-1-95)

108-6

SP1 G34

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

**CONTRACTOR IDENTIFICATION:**

Contractor and subcontractors shall display their respective company name on all trucks and equipment used on this contract.

**PROGRESS MEETINGS AND WORK ASSIGNMENTS:**

The Department's project administrator and the Contractor shall meet once each week to discuss work performed the previous week, including deficiencies that must be corrected. At this time, additional scheduled work will be assigned to the Contractor by the Department. Completion dates for each task will be established when work is assigned. Liquidated damages for work tasks not completed by the established completion date will be **One Hundred Dollars (\$100.00)** per calendar day.

The Department may assign emergency work items by calling the Contractor at any time.

**PERSONAL PROTECTIVE EQUIPMENT (PPE):**

All personal protective equipment required for the Contractor's employees shall be furnished by the Contractor. Personal protective equipment includes, but is not limited to safety vests, eye protection, ear protection, hard hats, steel-toed shoes, gloves, etc.

**TRAFFIC CONTROL:**

All maintenance operations must utilize proper traffic control in accordance with the *Standard Specifications*, the *NCDOT Standard Drawings* and the *MUTCD*. With the exception of the line item for *Temporary Traffic Control*, through which the Contractor will provide traffic control for the Department's maintenance crews upon request, all traffic control will be considered incidental to other pay items.

**MOBILIZATION (NON-EMERGENCY):**

The cost of mobilization to perform the various items in the contract is included in the contract unit prices for the various line items. Emergency mobilization will be paid separately when immediate response is required.



**EMERGENCY MOBILIZATION:**

When emergency mobilization is required by the Department, the Contractor must respond immediately, regardless of the day or time. Failure to have a crew of sufficient size to perform the requested work on site within four (4) hours will result in forfeiture of payment for emergency mobilization and the assessment of liquidated damages in the amount of **One Hundred Dollars (\$100.00)** per hour until a crew of sufficient size arrives on site.

**2816 – ASPHALT PAVEMENT REPAIR/PATCHING:****Description**

Patch potholes identified or approved by the Department with **cold mix asphalt materials**.

**Materials**

Cold mix asphalt materials to be supplied by the Department.

**Construction Methods**

Remove and dispose of loose material from area to be patched. Place and compact cold mix asphalt materials in accordance with the manufacturer's instructions.

**Non-emergency Response Time and Target Production Rate**

Begin work assigned under this item within seven (7) consecutive calendar days of assignment. Failure to begin work within seven (7) consecutive calendar days will result in liquidated damages of **One Hundred Dollars (\$100.00)** per calendar day until work begins.

Once work begins, the average target production rate is 5 SY per day.

**Measurement and Payment**

*Asphalt Pavement Repair/Patching* will be measured and paid in square yards, measured along the surface of the completed and accepted work. Such price includes, but is not limited to furnishing all equipment, tools and labor for the removal of loose material and placement of cold mix asphalt materials.

Payment will be made under:

**Pay Item**

Asphalt Pavement Repair/Patching

**Pay Unit**

SY

**2900 - GRASS MOWING:****Description**

Mow shoulders and ditch slopes within the right of way of the designated primary and secondary routes to a height of six inches. Perform mowing in a neat, workmanlike manner. Gapped or rolled down, uncut areas will not be considered acceptable.

The mowing pattern along each roadway shall be determined by the Engineer. Routine mowing includes the mowing of sight distance areas at intersections and along curves. Typical mowing patterns are included herein.

The number of anticipated mowing cycles is an estimate only and may be increased or decreased by the Engineer due to budgetary constraints or weather conditions.

<b>System</b>	<b>Road Miles</b>	<b># of Cycles</b>
Primary	44	5
Secondary	31	5

During the course of the contract, routes may be added to or deleted from the contract. For routes added to the contract, actual mileage will be used for measurement and payment.

The Department may elect to use growth regulators/retardants on some sections of roadway. These sections will be identified to the prospective bidders at the Pre-Bid Conference. Generally, the need for mowing of these sections will be reduced. No payment will be made for mowing these sections unless mowing is specifically authorized by the Engineer.

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of their proposed work plan and to submit reports of work accomplished on a weekly basis, unless otherwise directed.

**Equipment Requirements**

No sickle mowers are allowed and no rotary mowers are allowed within 5' of the edge of pavement, unless otherwise approved by the Engineer.

Tractors/Mowers shall be equipped to conform to the current Occupational Safety Health Act standards. Tractors/Mowers shall also be equipped with a minimum of two (2) outside blinking amber lights, visible from both directions, and one (1) top of the cab mounted amber rotating light, visible from both directions. The Contractor must furnish, mount and maintain a "Caution Mower" sign on the rear of each mower.

**Intermediate Contract Times (ICT's)**

The following availability and completion dates apply to the various mowing cycles in the contract. A cycle shall be considered complete when all primary and secondary routes have been mowed. The following table shows the intermediate contract times for each of the five cycles for the first year of the contract and two optional extensions.

<b>Cycle #</b>	<b>Availability Date</b>	<b>Completion Date</b>
1	April 13, 2015	May 24, 2015
2	May 25, 2015	July 5, 2015
3	July 6, 2014	August 16, 2015

4	August 17, 2015	September 27, 2015
5	September 28, 2015	November 8, 2015
<b>First Renewal</b>		
1	April 11, 2016	May 22, 2016
2	May 23, 2016	July 3, 2016
3	July 4, 2016	August 14, 2016
4	August 15, 2016	September 25, 2016
5	September 26, 2016	November 6, 2016
<b>Second Renewal</b>		
1	April 10, 2017	May 21, 2017
2	May 22, 2017	July 2, 2017
3	July 3, 2017	August 13, 2017
4	August 14, 2017	September 24, 2017
5	September 25, 2017	November 5, 2017

Liquidate Damages for mowing cycles not completed by the established completion date will be **One Hundred Dollars (\$100.00)** per calendar day.

#### **Traffic Control/Signing Requirements**

The Contractor will furnish and erect appropriate advance “Mowing” signs which shall be kept appropriately spaced. The Engineer will determine the specific requirements for signing. A detail for the advance “Mowing” signs is included.

#### **Measurement and Payment**

*Grass Mowing* will be measured and paid in shoulder miles. Highway mileage will be determined from NCDOT county maps. In the case of dispute or obvious error, the actual mileage will be measured. Generally, one road mile of two-lane road shall equal two shoulder miles. No additional compensation will be made for sight distances, etc. as such areas are included in the shoulder miles measured along the mainline. Such price includes, but is not limited to furnishing all labor, equipment, tools and materials necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Grass Mowing – Primary Routes	SHM
Grass Mowing – Secondary Routes	SHM

#### **FUEL PRICE ADJUSTMENT – GRASS MOWING**

Revise the 2012 Standard Specifications as follows: Page 1-83, Article 109-8 "Fuel Price Adjustment" is amended to add the following as the first paragraph:

The base index price (B) for ULTRA-LO SULFUR DIESEL is the OPIS unadjusted terminal price from the first working day of October, approximately one month prior to contract advertisement. The base price (B) for this contract, which shall persist through all renewals, is **\$2.6884**. The Current OPIS Price (A) will be obtained on the first working day of each month. The fuel price adjustment will be administered based on shoulder miles mowed during that month. Data related to OPIS average pricing is located at the North Carolina Department of Administration website, located at:

<http://www.doa.state.nc.us/PandC/dynfuels/fuelcost.asp#405a>

The fuel adjustment factor was derived from industry-provided fuel consumption on routine and cleanup mowing for all systems. This factor was validated using NCDOT fuel usage for mowers.

The following formula will be used to calculate the appropriate payment:

$$S = (A - B)(QF)$$

Where:

S = Monthly Fuel Price Adjustment for partial payment

B = Base Index Price

A = Current OPIS Price (First working day each month)

Q = Partial payment quantity for contract item

F = Fuel factor for contract item

The item(s) of work and the fuel factor used in calculating adjustments to be made are as follows:

Description:	Shoulder Miles Mowed
Measurement:	Shoulder Miles
Fuel Factor:	1.6

Should the awarded contract be extended, the base index price will remain at the contract advertisement date price for the duration of the

Example of Fuel Price Adjustment for Fuel Price Increases:

B = 2.9987	(Actual Base Index Price)
A = 3.3602	(Example OPIS price from first working day of the month)
Q = 1,000	(Example contract item SHM completed for the month)
F = 1.6	(Actual Contract Fuel Factor)

$$S = (A - B)(QF)$$

$$S = (3.3602 - 2.9987)(1,000 * 1.6)$$

$$S = (0.3615)(1,600)$$

$$S = 578.40$$

S = \$578.40 (Fuel Price Adjustment for partial payment)

**Example of Fuel Price Adjustment for Fuel Price Increases:**

B = 2.9987	(Actual Base Index Price)
A = 2.4059	(Example OPIS price from first working day of the month)
Q = 1,000	(Example contract item SHM completed for the month)
F = 1.6	(Actual Contract Fuel Factor)

$$S = (A - B)(QF)$$

$$S = (2.4059 - 2.9987)(1,000 * 1.6)$$

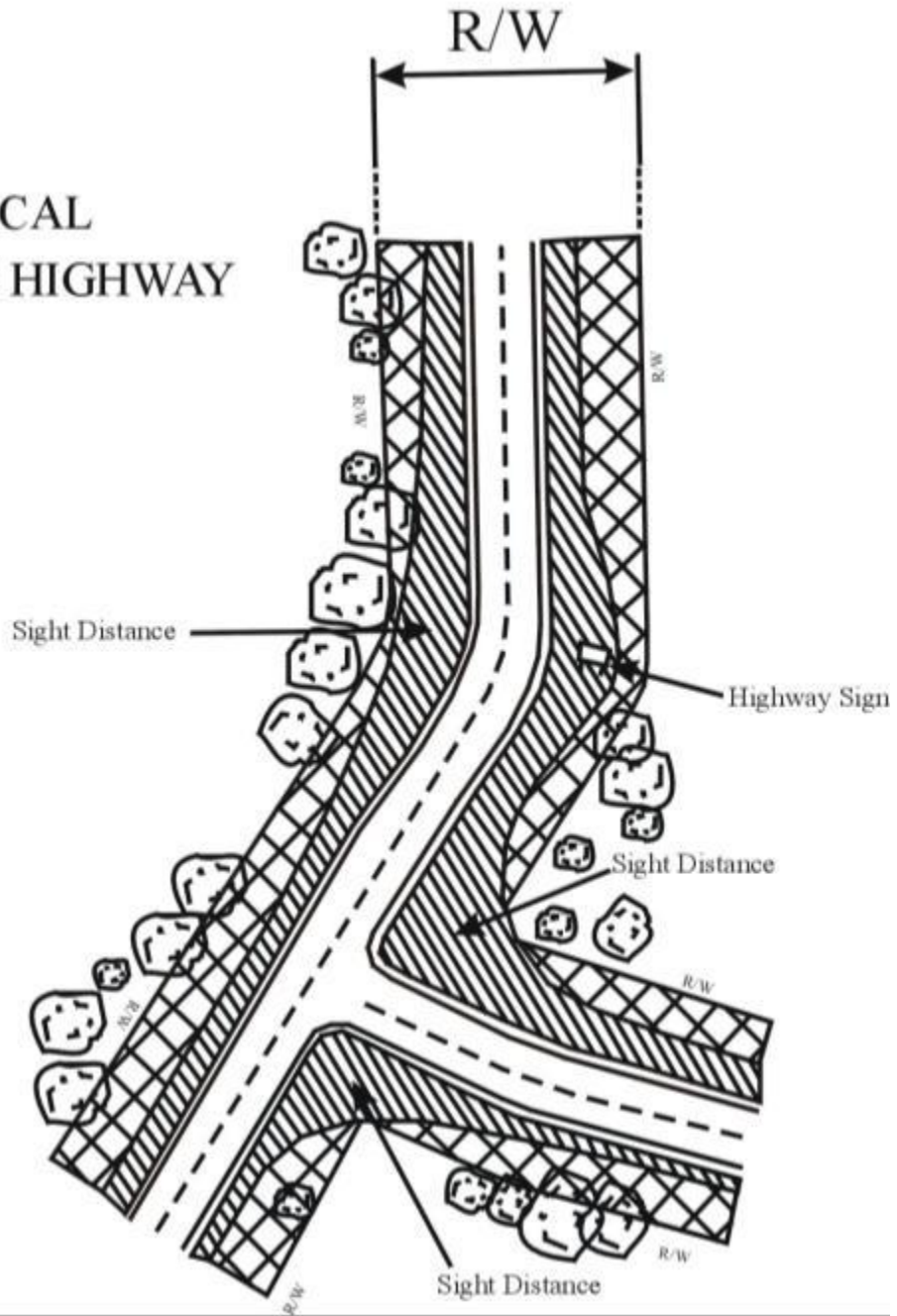
$$S = (-0.5928)(1,600)$$

$$S = -\$948.48$$

S = -\$948.48 (Fuel Price Adjustment resulting in deduction)

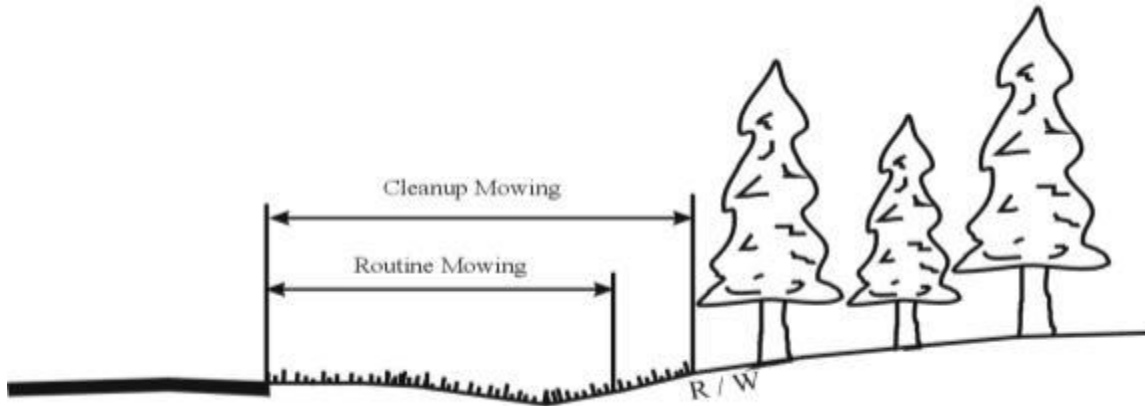
*TYPICAL TWO LANE HIGHWAY*

TYPICAL  
TWO LANE HIGHWAY



**TYPICAL CUT SECTION WITH SLOPE FLATTER THAN 2:1**

For Swath Contracts:



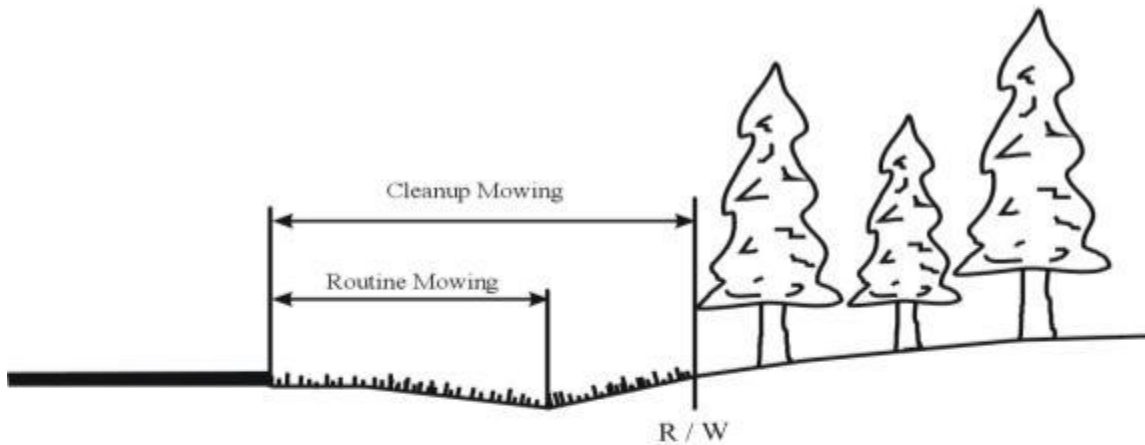
**TYPICAL CUT SECTION WITH SLOPE FLATTER THAN 2:1**

Routine mowing to one swath beyond ditch line.

Cleanup mow to established mowing pattern line or R/W.

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For Ditch Contracts:



**TYPICAL CUT SECTION WITH SLOPE FLATTER THAN 2:1**

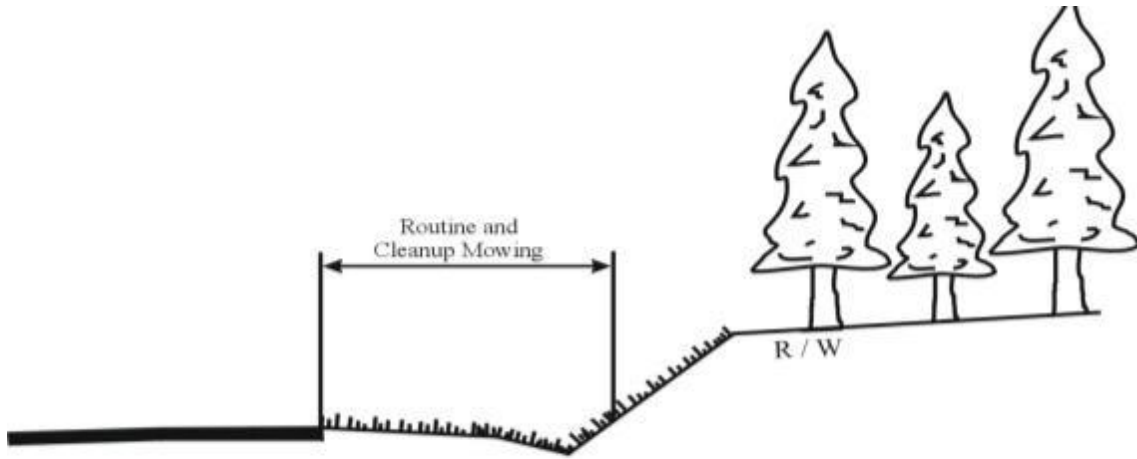
Routine mowing to ditch line.

Cleanup mow to established mowing pattern line or R/W.

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**TYPICAL CUT SECTION WITH SLOPE 2:1 AND STEEPER**

For Swath Contracts:

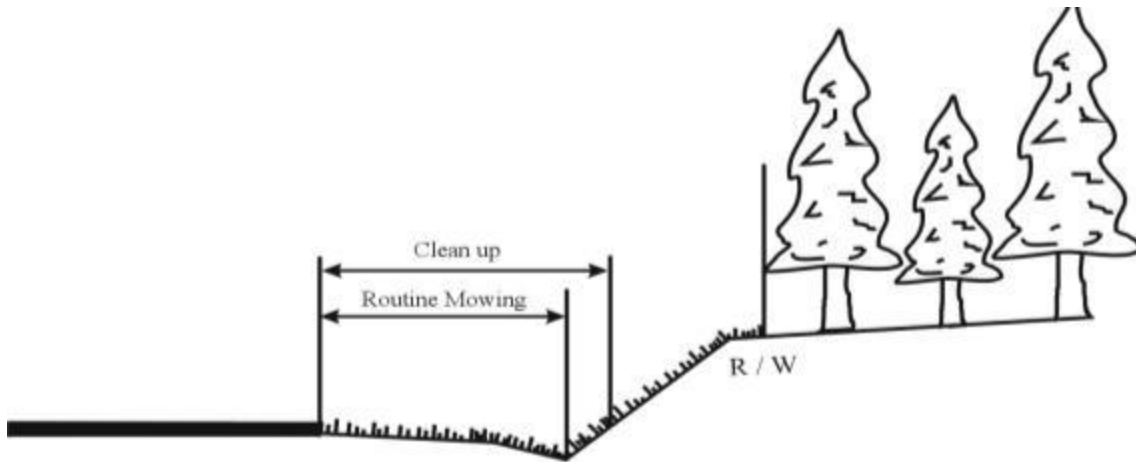


**TYPICAL CUT SECTION WITH SLOPE 2:1 AND STEEPER.**

Routine and cleanup mowing to ditch line and one swath onto cut slope.

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For Ditch Contracts:

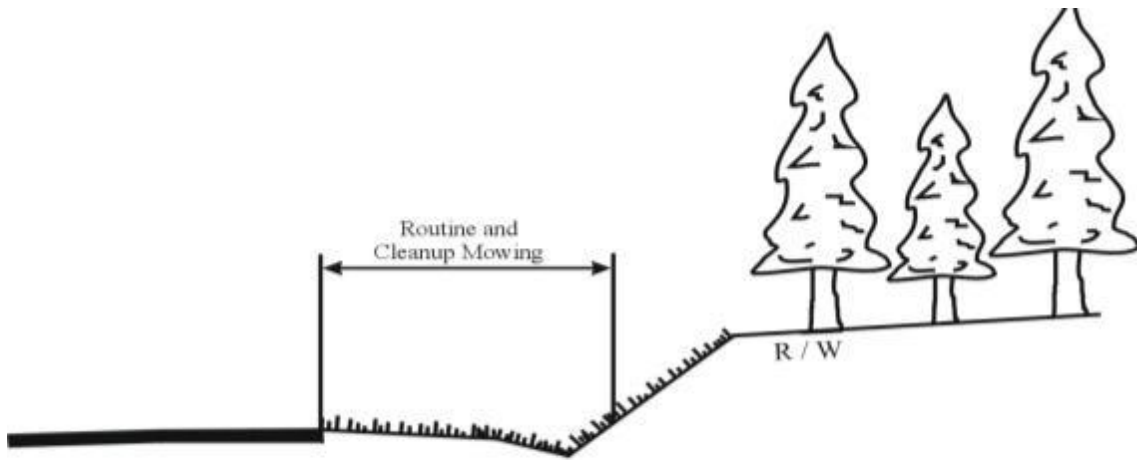


**TYPICAL CUT SECTION WITH SLOPE 2:1 AND STEEPER.**

Routine mowing to ditch line.  
Clean up mowing one swath up cut slope.

**TYPICAL FILL SECTION WITH SLOPE FLATTER THAN 2:1**

For Swath and Ditch Contracts:

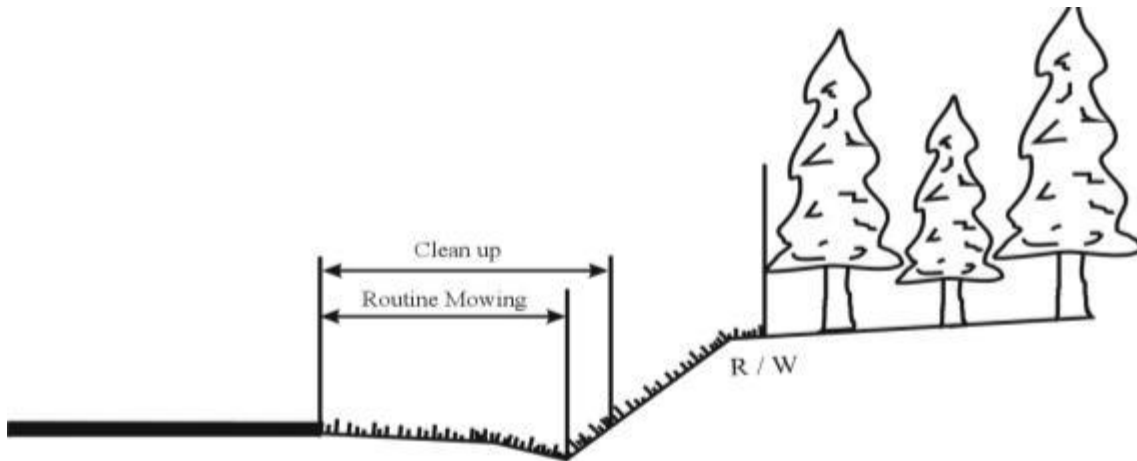


**TYPICAL CUT SECTION WITH SLOPE 2:1 AND STEEPER.**

Routine and cleanup mowing to ditch line and one swath onto cut slope.

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For Ditch Contracts:



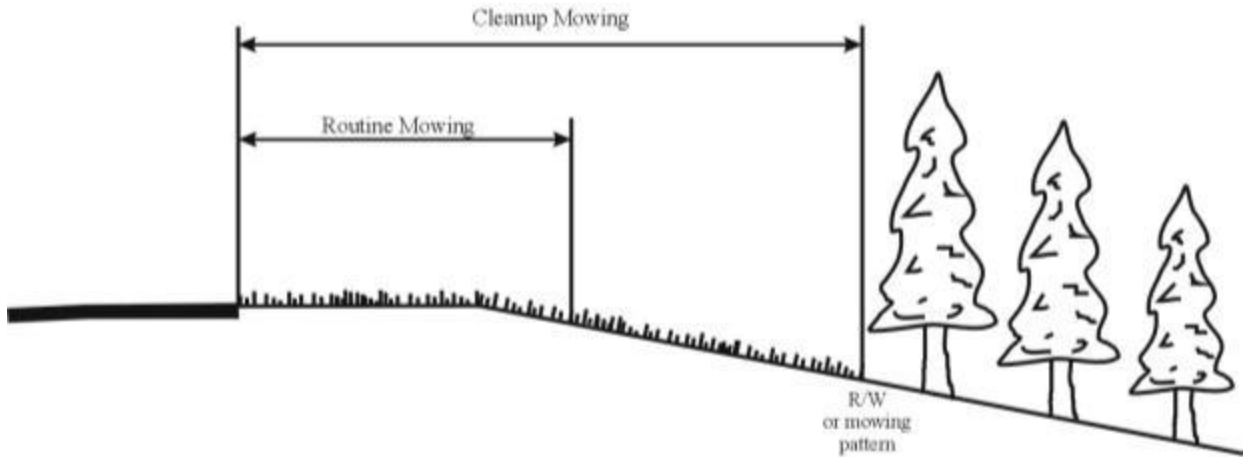
**TYPICAL CUT SECTION WITH SLOPE 2:1 AND STEEPER.**

Routine mowing to ditch line.  
Clean up mowing one swath up cut slope.



**TYPICAL FILL SECTION WITH SLOPE FLATTER THAN 2:1**

For Swath and Ditch Contracts:

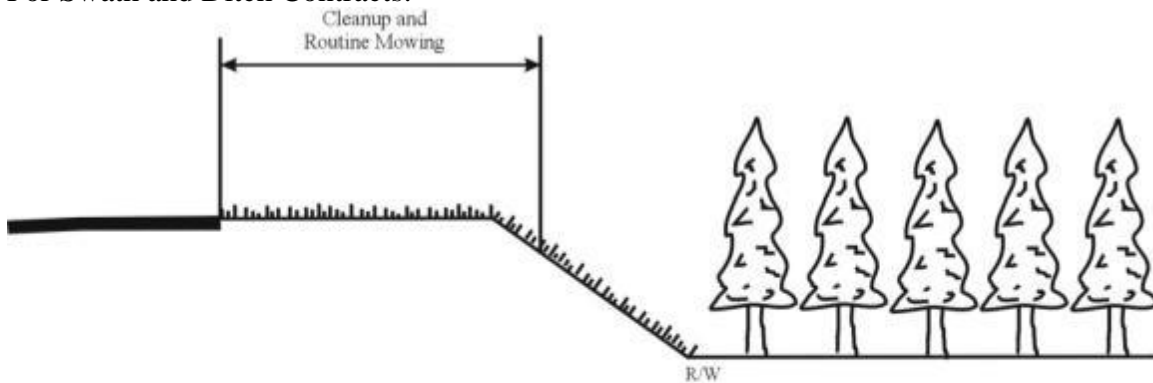


**TYPICAL FILL SECTION WITH SLOPE FLATTER THAN 2:1.**

Routine mow one swath beyond shoulder point.  
Cleanup mow to R/W or mowing pattern.

**TYPICAL FILL SECTION WITH SLOPE 2:1 AND STEEPER**

For Swath and Ditch Contracts:

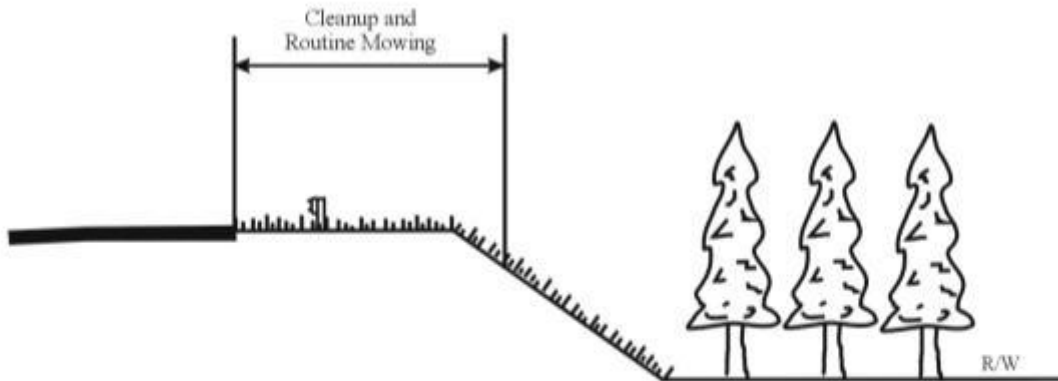


**TYPICAL FILL SECTION WITH SLOPE 2:1 AND STEEPER.**

Routine and cleanup mow shoulder and one swath beyond shoulder point.

***TYPICAL FILL SECTION WITH ROOM BEHIND GUARDRAIL FOR MOWER***

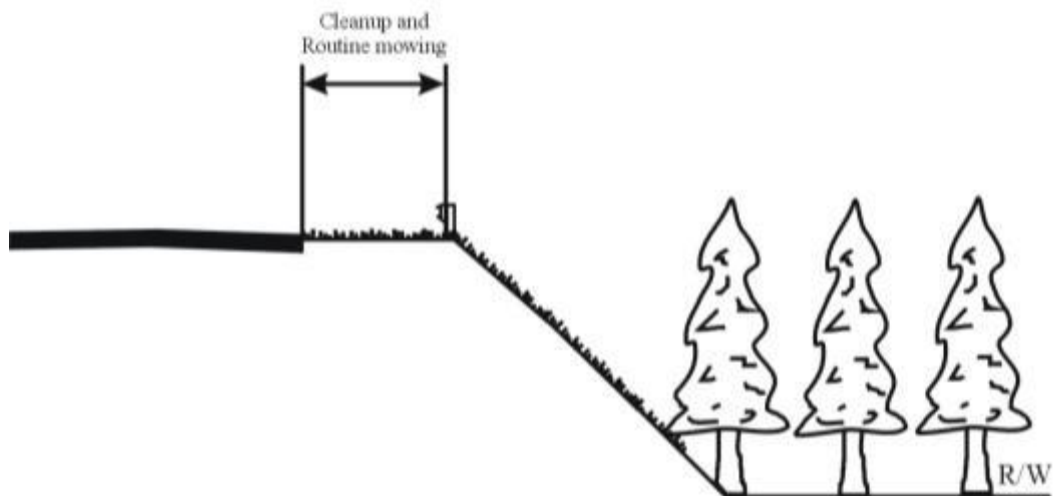
For Swath and Ditch Contracts:

**TYPICAL FILL SECTION WITH ROOM BEHIND GUARDRAIL FOR MOWER.**

Routine and cleanup mow one swath behind guardrail and one swath down fill slope.

***TYPICAL FILL SECTION WITH GUARDRAIL NEAR SHOULDER POINT***

For Swath and Ditch Contracts:

**TYPICAL FILL SECTION WITH GUARDRAIL NEAR SHOULDER POINT.**

Routine and cleanup mow to guardrail.

***TYPICAL CURB AND GUTTER SECTION***

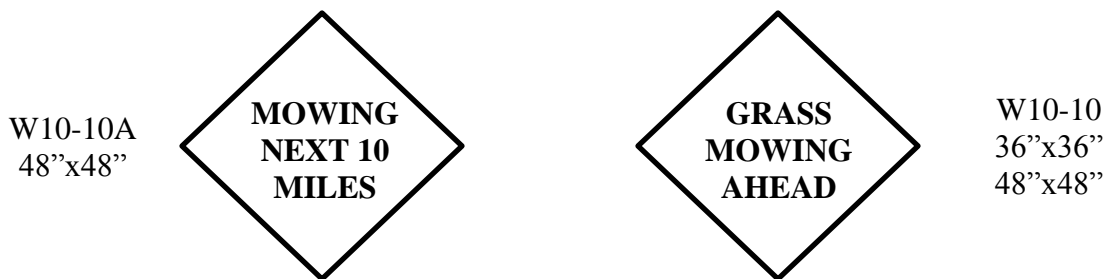
For Swath and Ditch Contracts:



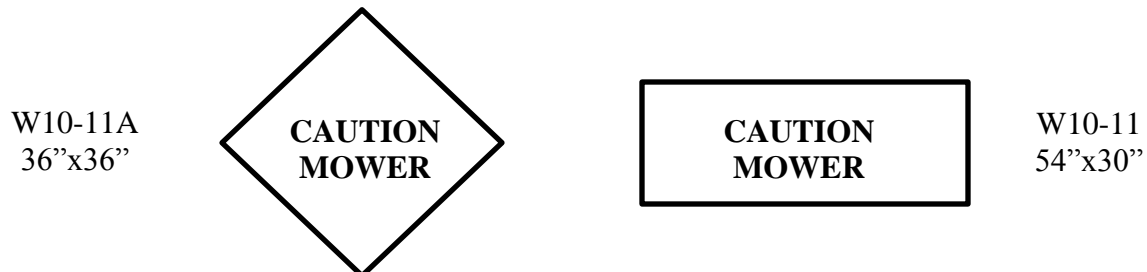
**REQUIRED SIGNS****Grass Mowing Advance Warning Signs (W10-10A and W10-10)**

The W10-10 and W10-10A are portable signs. The W10-10A is a 48"x48" black on fluorescent orange sign that is mounted a minimum of five (5') feet from the roadway to the bottom of the sign and used on Interstates and other high volume roadways, or roadways that may require a mounting height of five (5') feet for increased visibility, and should read "Mowing Next 10 Miles". The W10-10 is either a 36"x36" or 48"x48" black on orange sign that is mounted a minimum of one (1') foot from the roadway to the bottom of the sign, and used on low volume roads. The W10-10 should read "Grass Mowing Ahead". The Engineer may direct the larger 48"x48" sign be used if traffic conditions dictate a need.

All portable signs and stands must meet or exceed the requirements of NCHRP 350 for Work Zone Category II Devices, and be listed on North Carolina's approved products list or accepted as traffic qualified by the Traffic Control Section. Use portable work zone signs and stands specifically designed for one another. Refer to NCDOT Standard Drawing No. 1110.02.

**Caution Mower (W10-11A and W10-11)**

The W10-11 and W10-11A are special black on fluorescent orange signs which shall be mounted on the rear of mowers or on the mowing deck which can be easily read by motorist approaching from the rear, with a minimum clearance of one (1') foot from the ground to the bottom of the sign. The sign must not block the motorist's sight of the light bar. The Contractor may choose either the W10-11 (54"x30") or the W10-11A (36"x36").



**2909 – MANUAL BRUSH AND TREE CONTROL:****Description**

Manually cut and remove large brush and trees from the right of way.

**Materials**

No materials are required for this item.

**Construction Methods**

Use chain saws, poles saws and manually powered cutters to remove vegetation identified or approved by the Department. Dispose of vegetation in accordance with Section 802 of the *Standard Specifications*. Landfill tipping fees to be paid by the Contractor.

**Non-emergency Response Time and Target Production Rate**

Begin work assigned under this item within fourteen (14) consecutive calendar days of assignment. Failure to begin work within fourteen (14) consecutive calendar days will result in liquidated damages of **One Hundred Dollars (\$100.00)** per calendar day until work begins.

Once work begins, the average target production rate is 300 LF per day.

**Measurement and Payment**

*Manual Brush and Tree Control* will be measured and paid in linear feet, measured adjacent to the completed and accepted work. Such price includes, but is not limited to furnishing all equipment, tools and labor necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Manual Brush and Tree Control	LF

**2912 - BRUSH AND TREE CONTROL/MECHANICAL/OTHER:****Description**

Mechanically cut large brush and woody vegetation within the right of way.

**Materials**

No materials are required for this item.

**Construction Methods**

Use mechanical cutters mounted on extension arms or other approved equipment to remove vegetation identified or approved by the Department.

**Non-emergency Response Time and Target Production Rate**

Begin work assigned under this item within fourteen (14) consecutive calendar days of assignment. Failure to begin work within fourteen (14) consecutive calendar days will result in liquidated damages of **One Hundred Dollars (\$100.00)** per calendar day until work begins.

Once work begins, the average target production rate is 2 SHM per day.

**Measurement and Payment**

*Brush and Tree Control/Mechanical/Other* will be measured and paid in shoulder miles for the completed and accepted work. Highway mileage will be determined from NCDOT county maps. In the case of dispute or obvious error, the actual mileage will be measured. Such price includes, but is not limited to furnishing all equipment, tools and labor necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Brush and Tree Control/Mechanical/Other	SHM

**2914 – VEGETATION MANAGEMENT AT STATIONARY OBJECTS:****Description**

Manually cut vegetation around stationary objects and/or treat with herbicides approved by the Department. Stationary objects include, but are not limited to guardrail, traffic islands and traffic signs.

**Materials**

Herbicides to be used around stationary objects will be supplied by the Department.

**Construction Methods**

Manually cut vegetation using string trimmers, push mowers or other approved hand tools at locations identified or approved by the Department. Tools and equipment used must be capable of removing all undesirable growth. Herbicides may be used to control undesirable vegetation. If vegetation is taller than 6", it must be cut prior to the application of herbicides. All herbicide applications must be made by or under the direct supervision of an individual possessing a valid pesticide license, with a right of way endorsement, issued by the NC Department of Agriculture & Consumer Services.

**Non-emergency Response Time and Target Production Rate**

Begin work assigned under this item within fourteen (14) consecutive calendar days of assignment. Failure to begin work within fourteen (14) consecutive calendar days will result in liquidated damages of **One Hundred Dollars (\$100.00)** per calendar day until work begins.

Once work begins, the average target production rate is 2,500 LF per day.

**Measurement and Payment**

*Vegetation Management at Stationary Objects* will be measured and paid in linear feet, measured adjacent to the completed and accepted work. Each sign post treated will be considered three linear feet for payment purposes. Such price includes, but is not limited to furnishing all equipment, tools and labor necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Vegetation Management at Stationary Objects	LF

**3102 – REMOVAL OF HAZARDS/DEBRIS FROM THE RIGHT OF WAY:****Description**

Remove and dispose of debris in the right of way.

**Materials**

No materials are required for this item.

**Construction Methods**

Remove hazards identified or approved by the Department, including but not limited to fallen trees, large tree limbs, truck tire treads, large dead animals (deer, large dogs), etc. Dispose of all collected items in accordance with Section 802 of the *Standard Specifications*. Landfill tipping fees to be paid by the Contractor. Contractor will be required to recycle all recyclable items.

**Response Time and Target Production Rate**

Begin work assigned under this item within four (4) hours of notification. Failure to begin work within four (4) hours of notification will result in liquidated damages of **One Hundred Dollars (\$100.00)** per hour day until work begins.

**This item is not subject to payment for emergency mobilization.**

No target production rate is established for this item.

**Measurement and Payment**

*Removal of Hazards/Debris from Right of Way* will be measured and paid per each (site) for completed and accepted work. Such price includes, but is not limited to landfill tipping fees and furnishing all equipment, tools and labor necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Removal of Hazards/Debris from Right of Way	EA

**3104 – LITTER REMOVAL:****Description**

Remove and dispose of litter (i.e. cans, bottles, paper) in the right of way. Includes litter removal from all primary routes, and other routes as required by the Department, during the NCDOT Litter Sweep in May and September.

**Materials**

Trash bags will be supplied by the Department.

**Construction Methods**

Remove and dispose of litter on assigned routes. Dispose of all collected items in accordance with Section 802 of the *Standard Specifications*. Landfill tipping fees to be paid by the Contractor. Contractor will be required to recycle all recyclable items.

**Non-emergency Response Time and Target Production Rate**

Begin work assigned under this item within fourteen (14) consecutive calendar days of assignment. Failure to begin work within fourteen (14) consecutive calendar days will result in liquidated damages of **One Hundred Dollars (\$100.00)** per calendar day until work begins.

Once work begins, the average target production rate is 4 SHM per day.

**Measurement and Payment**

*Litter Removal* will be measured and paid in shoulder miles for completed and accepted work. Highway mileage will be determined from NCDOT county maps. In the case of dispute or obvious error, the actual mileage will be measured. Such price includes, but is not limited to landfill tipping fees and furnishing all equipment, tools and labor necessary to complete the work.

Payment will be made under:

**Pay Item**

Litter Removal

**Pay Unit**

SHM



**3106 – BAGGED LITTER PICKUP:****Description**

Pick up and disposal of litter bags collected by inmate labor, volunteer groups, etc.

**Materials**

No materials are required for this item.

**Construction Methods**

Collect and dispose of bagged litter on assigned routes. Dispose of all collected items in accordance with Section 802 of the *Standard Specifications*. Landfill tipping fees to be paid by the Contractor. Contractor will be required to recycle all recyclable items.

**Non-emergency Response Time and Target Production Rate**

Begin work assigned under this item within forty-eight (48) hours of notification. Failure to begin work within forty-eight (48) hours of notification will result in liquidated damages of **One Hundred Dollars (\$100.00)** per hour day until work begins.

No target production rate is established for this item.

**Measurement and Payment**

*Bagged Litter Pickup* will be measured and paid per each bag collected and disposed of. Such price includes, but is not limited to landfill tipping fees and furnishing all equipment, tools and labor necessary to complete the work.

Payment will be made under:

**Pay Item**

Bagged Litter Pickup

**Pay Unit**

EA

**3108 – DRAINAGE DITCH MAINTENANCE:****Description**

Mechanically maintain or reshape roadway ditches.

**Materials**

Erosion control materials, including but not limited to seed, fertilizer, straw mulch, stone, temporary silt fence, wattles and erosion control matting to be supplied by the Department.

**Construction Methods**

Mechanically maintain or reshape roadway ditches on assigned routes to restore positive drainage. Trim flush with the sides of the ditch any roots that protrude into the ditch. Install erosion control devices in accordance with Division 16 of the *Standard Specifications* and *Standard Drawings* and perform minor seeding and mulching. Dispose of excess material in accordance with Section 802 of the *Standard Specifications*.

**Non-emergency Response Time and Target Production Rate**

Begin work assigned under this item within fourteen (14) consecutive calendar days of assignment. Failure to begin work within fourteen (14) consecutive calendar days will result in liquidated damages of **One Hundred Dollars (\$100.00)** per calendar day until work begins.

Once work begins, the average target production rate is 0.25 SHM per day.

**Measurement and Payment**

*Drainage Ditch Maintenance* will be measured and paid in shoulder miles measured adjacent to the completed and accepted work. Such price includes, but is not limited to furnishing all equipment, tools and labor necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Drainage Ditch Maintenance	SHM

**3112 – SHOULDER MAINTENANCE/RECONSTRUCTION:****Description**

Repair, maintain and reshape unpaved shoulders.

**Materials**

All materials, including but not limited to borrow material, incidental stone, seed, fertilizer, straw mulch, stone, temporary silt fence, wattles and erosion control matting to be supplied by the Department.

**Construction Methods**

Repair, maintain and reshape unpaved shoulders on assigned routes. Haul and place borrow material as needed. Install erosion control devices in accordance with Division 16 of the *Standard Specifications* and *Standard Drawings* and perform minor seeding and mulching. Place stone in mailbox turnouts and driveways. Dispose of excess material in accordance with Section 802 of the *Standard Specifications*.

**Non-emergency Response Time and Target Production Rate**

Begin work assigned under this item within fourteen (14) consecutive calendar days of assignment. Failure to begin work within fourteen (14) consecutive calendar days will result in liquidated damages of **One Hundred Dollars (\$100.00)** per calendar day until work begins.

Once work begins, the average target production rate is 2 SHM per day.

**Measurement and Payment**

*Shoulder Maintenance/Reconstruction* will be measured and paid in shoulder miles measured adjacent to the completed and accepted work. Such price includes, but is not limited to furnishing all equipment, tools and labor necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Shoulder Maintenance/Reconstruction	SHM

**3126 – INSTALL PIPES (<= 48”):****Description**

Install and/or replace pipe culverts less than 48" in diameter.

**Materials**

All materials, including but not limited to pipe, borrow material, foundation conditioning material, aggregate base course, seed, fertilizer, straw mulch, stone, temporary silt fence, wattles and erosion control matting to be supplied by the Department.

**Construction Methods**

Install and/or replace pipe culverts less than 48" in diameter, supplied by the Department. If pavement is present, perform pavement removal in accordance with Section 250 of the *Standard Specifications*. Excavate, remove and dispose of old pipe and excess material, place backfill and aggregate base course in accordance the Sections 300 and 520 of the *Standard Specifications*. Install erosion control devices in accordance with Division 16 of the *Standard Specifications* and *Standard Drawings* and perform minor seeding and mulching. Dispose of excess material in accordance with Section 802 of the *Standard Specifications*. The Department will obtain all environmental permits.

**Non-emergency Response Time and Target Production Rate**

Driveway Pipes: Begin work assigned under this item within three (3) consecutive calendar days of assignment. Failure to begin work within three (3) consecutive calendar days will result in liquidated damages of **One Hundred Dollars (\$100.00)** per calendar day until work begins.

Non-Driveway Pipes: Begin work assigned under this item within fourteen (14) consecutive calendar days of assignment. Failure to begin work within fourteen (14) consecutive calendar days will result in liquidated damages of **One Hundred Dollars (\$100.00)** per calendar day until work begins.

Once work begins, the average target production rate is 60 LF per day.

**Measurement and Payment**

*Install Pipes (<=48”)* will be measured and paid as the actual number of linear feet of pipe that has been incorporated into the completed and accepted work. Measurement of pipe will be made by counting the number of joints used and multiplying by the length of the joints to obtain the number of linear feet. Measurements of partial joints will be made along the longest length of the partial joint to the nearest 0.1 ft.

Payment will be made under:

**Pay Item**

Install Pipes (<=48”)

**Pay Unit**

LF

**3130 – MAINTAIN/REPAIR OF MISCELLANEOUS DRAINAGE STRUCTURES:****Description**

Maintain or repair drainage structures, including but not limited to drop inlets, catch basins and manholes as directed.

**Materials**

Pipe, concrete block, concrete, borrow material, foundation conditioning material, aggregate base course, seed, fertilizer, straw mulch, stone, temporary silt fence, wattles and erosion control matting to be supplied by the Department.

**Construction Methods**

Excavate, remove and dispose of old pipe and/or drainage structure and excess material, place backfill and aggregate base course in accordance the Sections 300, 520 and 840 of the *Standard Specifications*. Install necessary erosion control devices and perform minor seeding and mulching. Dispose of excess material in accordance with Section 802 of the *Standard Specifications*.

**Non-emergency Response Time and Target Production Rate**

Begin work assigned under this item within fourteen (14) consecutive calendar days of assignment. Failure to begin work within fourteen (14) consecutive calendar days will result in liquidated damages of **One Hundred Dollars (\$100.00)** per calendar day until work begins.

Once work begins, the average target production rate is 3 EA per day.

**Measurement and Payment**

*Maintain/Repair of Miscellaneous Drainage Structures* will be measured and paid per each drainage structure maintained or repaired and accepted. Such price includes, but is not limited to furnishing all equipment, tools and labor necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Maintain/Repair of Miscellaneous Drainage Structures	EA

**3132 – SWEEP ROADWAY:****Description**

Sweep/clean roadway or curb & gutter using mechanical or manual methods.

**Materials**

No materials are required for this item.

**Construction Methods**

Sweep/clean the roadway or curb & gutter at locations requested or approved by the Department. Use caution to prevent damage to private property as a result of flying debris. Sweeping equipment to approved by the Engineer prior to beginning work.

**Non-emergency Response Time and Target Production Rate**

Begin work assigned under this item within fourteen (14) consecutive calendar days of assignment. Failure to begin work within fourteen (14) consecutive calendar days will result in liquidated damages of **One Hundred Dollars (\$100.00)** per calendar day until work begins.

Once work begins, the average target production rate is 3 SHM per day.

**Measurement and Payment**

*Sweep/Wash Roadway* will be measured and paid in shoulder miles measured adjacent to the completed and accepted work. Such price includes, but is not limited to furnishing all equipment, tools and labor necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Sweep/Wash Roadway	SHM

**3244 – TEMPORARY TRAFFIC CONTROL:****Description**

Provide temporary traffic control services for NCDOT maintenance operations.

**Materials**

All signs, cones, barrels, barricades and stop/slow paddles will be provided by the Department. For work under this item, the Department will also furnish three (3) two-way radios for the Contractor's use in controlling traffic.

**Construction Methods**

Furnish a crew consisting of one supervisor and two flaggers, one truck and one trailer. The truck shall be equipped with an approved flashing amber light bar not less than 20 inches long. Truck shall be suitable for transporting the Contractor's personnel and towing the loaded trailer. Trailer shall be of a sufficient size to transport the necessary signs, cones and other traffic control devices required to provide proper traffic control.

Each day temporary traffic control services are requested, the traffic control crew shall report to the designated maintenance facility by the time specified by the Department when work is requested. The Contractor shall load traffic control devices needed, transport traffic control devices to the jobsite, install traffic control devices, maintain traffic control devices for the duration of the job(s), remove traffic control devices and transport them back to the designated maintenance facility.

Traffic control shall be installed and maintained in accordance with Division 11 of the *Standard Specifications* and the *Standard Drawings*, except as modified by this provision. Flaggers must be trained and certified in accordance with Section 1150 of the *Standard Specifications*.

**Non-emergency Response Time and Target Production Rate**

The Department will notify the Contractor a minimum of twelve (12) hours prior to temporary traffic control services being needed. The Contractor shall have a full complement of personnel and equipment on-site at the designated maintenance facility no later than the time specified by the Department, on the date the Contractor is requested to provide temporary traffic control services. For each day the Contractor fails to have a full complement of personnel and equipment on-site at the requested maintenance facility by the time specified by the Department, liquidated damages of **Five Hundred Dollars (\$500.00)** will be assessed.

No target production rate is established for this item.

**Measurement and Payment**

*Temporary Traffic Control* will be measured and paid in hours that the traffic control crew works. Hourly rate includes, but is not limited to furnishing a supervisor, two flaggers, a truck and a trailer and transporting, installing, maintaining and removing all traffic control devices. Time will begin when the traffic control crew leaves the maintenance facility for the job site and end when the traffic control crew returns to the designated maintenance facility.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Temporary Traffic Control	HR

**3250 – INSTALL/REPLACE GROUND MOUNTED SIGNS:****Description**

Install and/or replace ground mounted signs, sign assemblies, overlays and delineators as directed.

**Materials**

Signs, posts and other materials to be supplied by the Department.

**Construction Methods**

Perform all work in accordance with Section 904 of the *Standard Specifications*.

**Response Time and Target Production Rate**

Stop/Yield Signs: Begin work assigned under this item within four (4) hours of notification. Failure to begin work within four (4) hours of notification will result in liquidated damages of **One Hundred Dollars (\$100.00)** per hour until work begins. Emergency mobilization will be paid for each mobilization required to replace a stop or yield sign. If multiple stop/yield signs are replaced in the same trip, only one emergency mobilization will be paid.

All Other Signs: Begin work assigned under this item within seven (7) consecutive calendar days of assignment. Failure to begin work within seven (7) consecutive calendar days will result in liquidated damages of **One Hundred Dollars (\$100.00)** per calendar day until work begins.

No target production rate is established for this item.

**Measurement and Payment**

*Install/Replace Ground Mounted Signs* will be measured and paid in square feet based on the nominal dimensions of the signs installed or replaced and accepted. Such price includes, but is not limited to furnishing all equipment, tools and labor necessary to complete the work.

Payment will be made under:

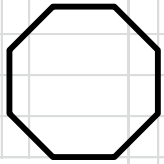
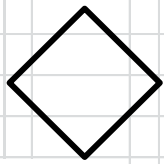

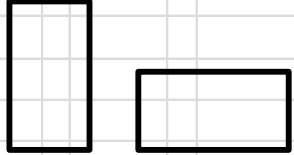
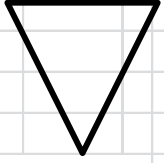
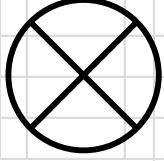
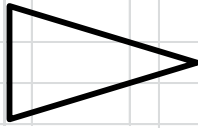
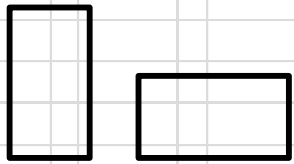
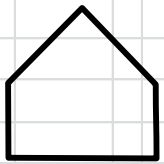
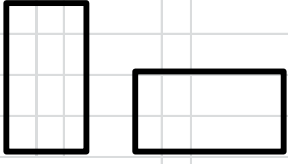
<b>Pay Item</b>	<b>Pay Unit</b>
Install/Replace Ground Mounted Signs	SF



## SIGN SIZE CALCULATOR

Sign Size (in x in)				Square Feet
6	x	36	=	1.50
6	x	42	=	1.75
9	x	42	=	2.63
9	x	48	=	3.00
10	x	30	=	2.08
10	x	36	=	2.50
10	x	42	=	2.92
12	x	12	=	1.00
12	x	18	=	1.50
12	x	21	=	1.75
12	x	24	=	2.00
12	x	30	=	2.50
12	x	36	=	3.00
12	x	42	=	3.50
12	x	48	=	4.00
12	x	54	=	4.50
12	x	60	=	5.00
12	x	66	=	5.50
12	x	72	=	6.00
15	x	21	=	2.19
15	x	36	=	3.75
15	x	42	=	4.38
18	x	18	=	2.25
18	x	24	=	3.00
18	x	30	=	3.75
18	x	36	=	4.50
18	x	42	=	5.25
18	x	54	=	6.75
18	x	60	=	7.50
18	x	66	=	8.25
18	x	72	=	9.00
20	x	42	=	5.83
20	x	72	=	10.00
24	x	24	=	4.00
24	x	30	=	5.00

Sign Size (in x in)				Square Feet
24	x	36	=	6.00
24	x	42	=	7.00
24	x	48	=	8.00
24	x	54	=	9.00
24	x	60	=	10.00
24	x	66	=	11.00
24	x	72	=	12.00
30	x	30	=	6.25
30	x	36	=	7.50
30	x	42	=	8.75
30	x	48	=	10.00
30	x	54	=	11.25
30	x	60	=	12.50
30	x	66	=	13.75
30	x	72	=	15.00
36	x	36	=	9.00
36	x	42	=	10.50
36	x	48	=	12.00
36	x	54	=	13.50
36	x	60	=	15.00
36	x	66	=	16.50
36	x	72	=	18.00
36	x	115	=	28.75
42	x	42	=	12.25
42	x	44	=	12.83
42	x	48	=	14.00
42	x	54	=	15.75
42	x	60	=	17.50
42	x	66	=	19.25
42	x	72	=	21.00
48	x	48	=	16.00
48	x	54	=	18.00
48	x	60	=	20.00
48	x	66	=	22.00
48	x	72	=	24.00

REGULATORY		WARNING		GUIDE	
					
Sign Size (in x in)	Square Feet	Sign Size (in x in)	Square Feet	Sign Size (in x in)	Square Feet
30 x 30 =	6.25	18 x 18 =	2.25	24 x 24 =	4.00
36 x 36 =	9.00	30 x 30 =	6.25	36 x 36 =	9.00
48 x 48 =	16.00	36 x 36 =	9.00		
		48 x 48 = 16.00			
					
Sign Size (in x in x in)	Square Feet	Sign Size (in. dia.)	Square Feet		
36 x 36 x 36 =	3.9	36	7.07	18 x 9 =	1.13
48 x 48 x 48 =	6.92			21 x 9 =	1.31
60 x 60 x 60 =	10.83			21 x 15 =	2.19
		Sign Size (in x in x in) Square Feet		24 x 12 =	2.00
		36 x 48 x 48 = 5.56		24 x 24 =	4.00
Sign Size (in x in)	Square Feet			30 x 15 =	3.13
12 x 18 =	1.50			30 x 24 =	5.00
18 x 24 =	3.00	Sign Size (in x in) Square Feet		30 x 30 =	6.25
24 x 24 =	4.00	30 x 30 = 6.25		36 x 18 =	4.50
24 x 30 =	5.00	36 x 36 = 9.00		36 x 36 =	9.00
30 x 30 =	6.25				
30 x 36 =	7.50	Sign Size (in x in) Square Feet			
30 x 42 =	8.75	12 x 36 = 3.00			
36 x 12 =	3.00	18 x 18 = 2.25			
36 x 24 =	6.00	18 x 24 = 3.00			
36 x 36 =	9.00	24 x 24 = 4.00			
36 x 42 =	10.50	24 x 30 = 5.00			
36 x 45 =	11.25	30 x 36 = 7.50			
36 x 48 =	12.00	48 x 24 = 8.00			
		48 x 60 = 20.00			

**3252 – REPAIR GROUND MOUNTED SIGNS:****Description**

Repair ground mounted signs as directed.

**Materials**

All materials for the performance of this item to be supplied by the Department.

**Construction Methods**

Clean sign faces, straighten posts, replace or tighten bolts and repair/reconstruct sign assemblies to the original configuration as for signs identified or approved by the Department.

**Non-emergency Response Time and Target Production Rate**

Begin work assigned under this item within fourteen (14) consecutive calendar days of assignment. Failure to begin work within fourteen (14) consecutive calendar days will result in liquidated damages of **One Hundred Dollars (\$100.00)** per calendar day until work begins.

No target production rate is established for this item.

**Measurement and Payment**

*Repair Ground Mounted Signs* will be measured and paid per each sign that is repaired and accepted. Such price includes, but is not limited to furnishing all equipment, tools and labor necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Repair Ground Mounted Signs	EA

**SUBSURFACE INFORMATION:**

(7-1-95)

450

SP1 G112 A

There is **no** subsurface information available on this project. The Contractor shall make his own investigation of subsurface conditions.

**LOCATING EXISTING UNDERGROUND UTILITIES:**

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

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

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

**RESOURCE CONSERVATION:**

(5-21-13)

104-13

SP1 G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(2), and NCGS 136-28.8, it is the policy of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, and to find ways to recycle and reuse materials for the benefit of the Citizens of North Carolina.

Initiate, develop and use products and construction methods that incorporate the use of recycled or solid waste products in accordance with Article 104-13 of the *2012 Standard Specifications*. Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills on the Project Construction Reuse and Recycling Reporting Form.

A location-based tool for finding local recycling facilities and the Project Construction Reuse and Recycling Reporting Form are available at:

<http://connect.ncdot.gov/resources/Environmental/Pages/North-Carolina-Recycling-Locations.aspx>

**DOMESTIC STEEL:**

(4-16-13)

106

SP1 G120

Revise the *2012 Standard Specifications* as follows:

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

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

**MAINTENANCE OF THE PROJECT:**

(11-20-07) (Rev. 1-17-12)

104-10

SP1 G125

Revise the *2012 Standard Specifications* as follows:

**Page 1-35, Article 104-10 Maintenance of the Project, line 25,** add the following after the first sentence of the first paragraph:

All guardrail/guiderail within the project limits shall be included in this maintenance.

**Page 1-35, Article 104-10 Maintenance of the Project, line 30,** add the following as the last sentence of the first paragraph:

The Contractor shall perform weekly inspections of guardrail and guiderail and shall report damages to the Engineer on the same day of the weekly inspection. *Where damaged guardrail or guiderail is repaired or replaced as a result of maintaining the project in accordance with this*

article, such repair or replacement shall be performed within 7 consecutive calendar days of such inspection report.

**Page 1-35, Article 104-10 Maintenance of the Project, lines 42-44**, replace the last sentence of the last paragraph with the following:

The Contractor will not be directly compensated for any maintenance operations necessary, except for maintenance of guardrail/guiderail, as this work will be considered incidental to the work covered by the various contract items. The provisions of Article 104-7, Extra Work, and Article 104-8, Compensation and Record Keeping will apply to authorized maintenance of guardrail/guiderail. Performance of weekly inspections of guardrail/guiderail, and the damage reports required as described above, will be considered to be an incidental part of the work being paid for by the various contract items.

**OUTSOURCING OUTSIDE THE USA:**

(9-21-04) (Rev. 5-16-06)

SP1 G150

All work on consultant contracts, services contracts, and construction contracts shall be performed in the United States of America. No work shall be outsourced outside of the United States of America.

*Outsourcing* for the purpose of this provision is defined as the practice of subcontracting labor, work, services, staffing, or personnel to entities located outside of the United States.

The North Carolina Secretary of Transportation shall approve exceptions to this provision in writing.

**GIFTS FROM VENDORS AND CONTRACTORS:**

(12-15-09)

107-1

SP1 G152

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

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

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

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

**LIABILITY INSURANCE:**

(5-20-14)

SP1 G160

Revise the *2012 Standard Specifications* as follows:

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

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

**EMPLOYMENT:**

(11-15-11) (Rev. 1-17-12)

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

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

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

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

**STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:**

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to "State Highway Administrator" with "Chief Engineer".

**SUBLETTING OF CONTRACT:**

(11-18-2014)

108-6

SP1 G186

Revise the *2012 Standard Specifications* as follows:

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

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

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

Purchasing materials for subcontractors is not included in the percentage of work required to be performed by the Contractor. If the Contractor sublets items of work but elects to purchase material for the subcontractor, the value of the material purchased will be included in the total dollar amount considered to have been sublet.

**STANDARD SPECIAL PROVISION****AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS:**

(5-20-08)

Z-2

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

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

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

**SMALL BUSINESS ENTERPRISE (SBE) CONTRACT:**

The Department of Transportation does not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by this program on the basis of race, color, sex, political affiliation/influence, or national origin.

This is a SBE contract and to qualify for the NCDOT SBE Program a firm must have an annual gross income of \$1,500,000 or less, exclusive of materials.

Only contractors currently certified as a SBE Contractor by the Contractual Services Unit of NCDOT and is listed in the Directory of Transportation Firms at bid opening will be eligible for award of this project.

Prospective bidders who qualify for the SBE Program and are not currently certified should submit a completed application packet to NCDOT Contractual Services.

Additional information on the program may be obtained online at:

<http://www.ncdot.org/business/ocs/sbe/>

Per G.S. 136-28.10, a NC General Contractor's license and contract performance and payment bonds may be waived for SBE contracts. For this project, the NC General Contractor's license and contract performance and payment bonds will be waived.

**BIDS:**

In accordance with GS 136-28.1(b), if the total bid amount of an SBE contract exceeds \$500,000, the bid will not be considered for award.

**SAFETY VESTS:**

*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.*

**CONTRACTOR CLAIM SUBMITTAL FORM:**

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the Construction Unit or [http://ncdot.org/doh/operations/dp\\_chief\\_eng/constructionunit/formsmanuals/](http://ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/)

**DRIVEWAYS AND PRIVATE PROPERTY:**

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project. The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract.

**COOPERATION WITH STATE FORCES:**

The Contractor must cooperate with State forces working within the limits of this project as directed by the Engineer.

**ERRATA:**

(1-17-12) (Rev. 11-18-14)

Z-4

Revise the *2012 Standard Specifications* as follows:

**Division 2**

**Page 2-7, line 31, Article 215-2 Construction Methods**, replace “Article 107-26” with “Article 107-25”.

**Page 2-17, Article 226-3, Measurement and Payment, line 2**, delete “pipe culverts.”

**Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows:** **Line 1**, replace “(4) Buffer Zone” with “(c) Buffer Zone”; **Line 12**, replace “(5) Evaluation for Potential Wetlands and Endangered Species” with “(d) Evaluation for Potential Wetlands and Endangered Species”; and **Line 33**, replace “(6) Approval” with “(4) Approval”.

**Division 3**

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



**Division 4**

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

**Division 6**

**Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments**, replace “30” with “45”.

**Page 6-10, line 42, Subarticle 609-6(C)(2)**, replace “Subarticle 609-6(E)” with “Subarticle 609-6(D)”.

**Page 6-11, Table 609-1 Control Limits**, replace “Max. Spec. Limit” for the Target Source of  $P_{0.075}/P_{be}$  Ratio with “1.0”.

**Page 6-40, Article 650-2 Materials**, replace “Subarticle 1012-1(F)” with “Subarticle 1012-1(E)”

**Division 8**

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

**Division 10**

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

**Division 12**

**Page 12-7, Table 1205-3**, add “FOR THERMOPLASTIC” to the end of the title.

**Page 12-8, Subarticle 1205-5(B), line 13**, replace “Table 1205-2” with “Table 1205-4”.

**Page 12-8, Table 1205-4 and 1205-5**, replace “THERMOPLASTIC” in the title of these tables with “POLYUREA”.

**Page 12-9, Subarticle 1205-6(B), line 21**, replace “Table 1205-4” with “Table 1205-6”.

**Page 12-11, Subarticle 1205-8(C), line 25**, replace “Table 1205-5” with “Table 1205-7”.

**Division 15**

**Page 15-4, Subarticle 1505-3(F) Backfilling, line 26**, replace “Subarticle 235-4(C)” with “Subarticle 235-3(C)”.

**Page 15-6, Subarticle 1510-3(B), after line 21**, replace the allowable leakage formula with the following:  $W = LD\sqrt{P} \div 148,000$

**Page 15-6, Subarticle 1510-3(B), line 32**, delete “may be performed concurrently or” and replace with “shall be performed”.

**Page 15-17, Subarticle 1540-3(E), line 27**, delete “Type 1”.

**Division 17**

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

Revise the *2012 Roadway Standard Drawings* as follows:

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

**THREATENED AND ENDANGERED SPECIES:**

Due to federal or state listed threatened and endangered species located in the county in which this project is located, the Contractor will be required to contact the Division Roadside Environmental Engineer to determine if any part of this project is within a protected area. If so, the Contractor shall be responsible for any damage done to these plant populations as a result of mowing operations.

**PLANT AND PEST QUARANTINES:****(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)**

(3-18-03) (Rev. 10-15-13)

Z-04a

**Within Quarantined Area**

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

**Originating in a Quarantined County**

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

**Contact**

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.gov/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

**Regulated Articles Include**

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

**MINIMUM WAGES:**

(7-21-09)

Z-5

**FEDERAL:** The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

**STATE:** The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

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

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

**ON-THE-JOB TRAINING:**

(10-16-07) (Rev. 5-21-13)

Z-10

**Description**

The North Carolina Department of Transportation will administer a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternate OJT Program. All contractors (existing and newcomers) will be automatically placed in the Alternate Program. Standard OJT requirements typically associated with individual projects will no longer be applied at the project level. Instead, these requirements will be applicable on an annual basis for each contractor administered by the OJT Program Manager.

On the Job Training shall meet the requirements of 23 CFR 230.107 (b), 23 USC – Section 140, this provision and the On-the-Job Training Program Manual.

The Alternate OJT Program will allow a contractor to train employees on Federal, State and privately funded projects located in North Carolina. However, priority shall be given to training employees on NCDOT Federal-Aid funded projects.

## Minorities and Women

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special training provision. Accordingly, the Contractor shall make every effort to enroll minority and women as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

## Assigning Training Goals

The Department, through the OJT Program Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from 1 to 15 per contractor per calendar year. The Contractor shall sign an agreement to fulfill their annual goal for the year. A sample agreement is available at [www.ncbowd.com/section/on-the-job-training](http://www.ncbowd.com/section/on-the-job-training).

## Training Classifications

The Contractor shall provide on-the-job training aimed at developing full journeyman level workers in the construction craft/operator positions. Preference shall be given to providing training in the following skilled work classifications:

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

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

Proposed training classifications are reasonable and realistic based on the job skill classification needs, and

The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

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

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

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

### **Records and Reports**

The Contractor shall maintain enrollment, monthly and completion reports documenting company compliance under these contract documents. These documents and any other information as requested shall be submitted to the OJT Program Manager.

Upon completion and graduation of the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

### **Trainee Interviews**

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

### **Trainee Wages**

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

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

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

### **Achieving or Failing to Meet Training Goals**

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

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

### **Measurement and Payment**

No compensation will be made for providing required training in accordance with these contract documents.

### **TEMPORARY TRAFFIC CONTROL (TTC):**

(7-16-13) (Rev. 7-15-14)

RWZ-1

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *2012 Standard Specifications* and the following provisions:

Install Work Zone Advance Warning Signs in accordance with the detail drawing provided in these plans prior to beginning any other work. Use a lane closure or slow moving operation to complete the work, as necessary, unless otherwise indicated. Refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02, 1130.01, 1135.01 and 1180.01 of the *2012 Roadway Standard Drawings*. Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to attached details and Standard Drawing No. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, and 1180.01 of the *2012 Roadway Standard Drawings* when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal. Properly ballasted cones and skinny drums may be used instead of drums. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 1 mile in length at any given time on 2 Lane, 2 Way facilities unless otherwise approved by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the *2012 Standard Specifications* and the Engineer.

When personnel and/or equipment are working on the shoulder adjacent to and within 5 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *2012 Roadway Standard Drawings*. When personnel and/or equipment are working within a lane of travel of an undivided facility, close the lane according to the traffic control plans, *2012 Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

When utilizing a slow-moving operation for such items as pavement marking and marker placement, as a minimum the slow moving operation caravan shall consist of the vehicles and devices shown on the Moving Operation Caravan Details according to Roadway Standard Drawing No. 1101.02, sheet 11 of the *2012 Roadway Standard Drawings*. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

## **TRAFFIC OPERATIONS:**

### **1) Drop-Off Requirements and Time Limitations:**

Do not exceed a difference of 2 inches in elevation between open lanes of traffic for nominal lifts of 1.5 inches

During a resurfacing only operation, bring all newly resurfaced lanes to the same elevation within 72 hours for nominal lifts of 1.5 inches or less of asphalt course and by the end of each work day for nominal lifts of greater than 1.5 inches of asphalt course

Backfill at a 6:1 slope up to the edge and elevation of existing pavement in areas adjacent to an open travel lane that has an edge of pavement drop-off as follows:

- (A) Drop-off that exceeds 2 inches on roadways with posted speed limits of 45 mph or greater.
- (B) Drop-off that exceeds 3 inches on roadways with posted speed limits less than 45 mph.

For drop-offs that exceed the above requirements, backfill the unacceptable drop-off with suitable compacted material, as approved by the Engineer. The material, equipment and labor associated with this operation will be at no expense to the Department. This work is not considered part of shoulder reconstruction.

**2) Project Requirements:**

Failure to comply with the following requirements will result in a suspension of all other operations:

1. Before working on ANY MAP, the Contractor shall submit a written construction sequence for traffic control and construction lighting for ALL MAPS to the Engineer at the first pre-construction meeting and the sequence must be approved before closing a lane of traffic. The Contractor and Engineer will coordinate with the Traffic Management Unit at 919-773-2800 or Traffic Services for additional traffic control guidance, as necessary.
2. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures. The maximum length of any one lane closure is 1 mile unless otherwise directed by the Engineer.
3. Contractor shall mill and pave lanes in an order such that water shall not accumulate.
4. Traffic Control for the milling and/or paving of ramps is to be done according to Standard Drawing Number 1101.02, Sheets 9 & 10 unless otherwise approved to be closed by the Engineer. If approved, Contractor will provide plans and devices for the detour at no additional cost to the department.
5. If lane closure restrictions apply, see Special Provision, "Intermediate Contract Times and Liquidated Damages".
6. If milled areas are not paved back within 72 hours, the Contractor is to furnish and install the following portable signs to warn drivers of the conditions. These are to include, but not limited to "Rough Road" (W8-8), "Uneven Lanes" (W8-11), and "Grooved Pavement" (W8-15) w/ Motorcycle Plaque mounted below. These are to be dual indicated on Multi-Lane Roadways with speed limits 45 mph and greater where lateral clearance can be obtained within the median areas. These portable signs are incidental to the other items of work included in the temporary traffic control (Lump Sum) pay item.

**3) Work Zone Signing:****Description**

Install advance/general warning work zone signs according to the Detail Drawing provided in these plans prior to beginning of work. Install and maintain signing in accordance with the attached drawings and Divisions 11 and 12 of the *2012 Standard Specifications*.

**(A) Installation**

All stationary Advance/General warning work zone signs require notification to existing Utility owners per Article 105-8 of the *2012 Standard Specifications* and Special Provision SP1 G115 within 3 to 12 full working days prior to installation.



Install all Advance/General warning work zone signs before beginning work on a particular map. If signs are installed more than seven (7) calendar days prior to the beginning of work on a particular map, cover the signs until the work begins. Install each work zone Advance/General warning sign separately and not on the same post or stand with any other sign except where an advisory speed plate or directional arrow is used.

All stationary signing is to be installed as shown on the detail drawing(s) unless otherwise directed by the Engineer. All sign locations to be verified by the Engineer prior to installation. Once the signs have been installed and accepted, any sign relocations requested by the Department will be compensated in accordance with Article 104-7. Any additional signs other than the ones shown in the drawing will be compensated in accordance with Article 104-7.

No stationary -Y- Line advance warning signage is required unless there's more than 1,000 feet of resurfacing along the -Y- line. Whenever work proceeds through an intersection, portable signs shall be used for traffic control. There will be no direct compensation for any portable signing.

If there is a period of construction inactivity longer than 14 calendar days, remove or cover advance/general warning work zone signs. Uncover advance/general warning work zone signs no more than 7 calendar days before work resumes. All other operations may be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

### **(B) Sign Removal**

All stationary work zone signs shall be removed once the project is substantially complete. The project is substantially complete when the resurfacing operations are completed and the shoulders are brought up to the same elevation as the proposed pavement and when pavement markings are installed. The pavement marking doesn't have to be the final marking material to be considered substantially complete. Any remaining punch list items are to be completed with portable work zone signing. There will be no compensation for any portable signing. Sign removal is a condition of final project acceptance.

### **(C) Lane Closure Work Zone Signs**

Install any required lane closure signing needed during the life of the project in accordance with the Standard Drawing No. 1101.02, 1101.11 and 1110.02 of the *2012 Roadway Standard Drawings*. Any required portable signs for lane closures are compensated in the contract pay item for *Temporary Traffic Control*.

### **4) Measurement and Payment:**

Temporary traffic control work, including, but not limited to installation and removal of portable signs, cones, drums, skinny drums, flaggers, AFAD's, changeable message boards, truck mounted attenuators, flashing arrow boards, and pilot vehicles will be paid at the contract lump sum price for *Temporary Traffic Control*. The *Temporary Traffic Control* pay item does not

include work zone advance or general warning signs. Partial payments for *Temporary Traffic Control* will be made as follows: The cumulative total of the lump sum price for temporary traffic control will be equal to the percent complete (project) as calculated for each partial pay estimate. Additional flashing arrow boards and message boards beyond those shown in the contract, detail drawings or *Roadway Standard Drawings* required by the Engineer will be paid as extra work in accordance with Article 104-7 of the *Standard Specifications*.

The work of satisfactorily installing and removing work zone advance and/or general warning signs, including, but not limited to, furnishing, locating, installing, covering, uncovering and removing stationary signs will be measured for each required sign and paid at the contract price for *Work Zone Advance/General Warning Signing (SF)*. Payment for *Work Zone Advance/General Warning Signing* will be limited to a maximum of 90% of the total installed quantity. The remaining 10% will be paid once all signs have been removed.

The Lump Sum price for *Temporary Traffic Control* will include the work of four (4) flaggers per operation per map being utilized at the same time on any day. If a pilot vehicle is used for an operation, the Lump Sum Price for *Temporary Traffic Control* will include the work of five (5) flaggers. The operator of a pilot vehicle will be considered one of the five flaggers.

Any additional flagging beyond the “included” amount covered in the *Temporary Traffic Control* pay item will be considered supplemental flagging and compensated at a rate of \$20.00 per hour for each additional flagger as approved by the Engineer.

Payment will be made under:

**Pay Item**

Temporary Traffic Control  
Work Zone Advance/General Warning Signing

**Pay Unit**

Lump Sum  
Square Foot

**EXECUTION OF BID**

**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN  
CERTIFICATION**

**CORPORATION**

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

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

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_ Full name of Corporation

\_\_\_\_\_ Address as Prequalified

Attest \_\_\_\_\_ By \_\_\_\_\_  
Secretary/Assistant Secretary President/Vice President/Assistant Vice President  
*Select appropriate title Select appropriate title*

\_\_\_\_\_ Print or type Signer's name

\_\_\_\_\_ Print or type Signer's name

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_ Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

**PARTNERSHIP**

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

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

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

**SIGNATURE OF CONTRACTOR**

Signature of Witness	By	Signature of Partner
Print or type Signer's name		Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

**LIMITED LIABILITY COMPANY**

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

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

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Full Name of Firm

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Member/Manager/Authorized Agent  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's Name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION  
JOINT VENTURE (2) or (3)**

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

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

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

**SIGNATURE OF CONTRACTOR**

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

(1) \_\_\_\_\_  
Name of Joint Venture

(2) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness or Attest By \_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print or type Signer's name \_\_\_\_\_  
Print or type Signer's name

*If Corporation, affix Corporate Seal* and

(3) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness or Attest By \_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print or type Signer's name \_\_\_\_\_  
Print or type Signer's name

*If Corporation, affix Corporate Seal* and

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

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness or Attest By \_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print or type Signer's name \_\_\_\_\_  
Print or type Signer's name

*If Corporation, affix Corporate Seal*

**NOTARY SEAL**  
*Affidavit must be notarized for Line (2)*  
Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_ 20\_\_\_\_  
\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_

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

**NOTARY SEAL**  
*Affidavit must be notarized for Line (4)*  
Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_ 20\_\_\_\_  
\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

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

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

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor \_\_\_\_\_  
Individual name

Trading and doing business as \_\_\_\_\_  
Full name of Firm

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Contractor, Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

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

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

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor \_\_\_\_\_  
Print or type Individual name

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Contractor, Individually

\_\_\_\_\_  
Print or type Signer's Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**DEBARMENT CERTIFICATION**

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

**DEBARMENT CERTIFICATION**

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.

**Execution of Contract**

**Contract No: 11438713**

**County: Hyde County**

ACCEPTED BY THE DEPARTMENT

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**Contract Officer**

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Date

Signature Sheet (Bid) - ACCEPTANCE SHEET

**North Carolina Department of Transportation  
BID FORM**

**WBS Number: 11438713**

**Counties: Hyde**

**Description: Contract Maintenance Along NCDOT System Routes On Ocracoke Island**

LINE	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	N/A	EMERGENCY MOBILIZATION	5	EA		
2	2816	ASPHALT PAVEMENT REPAIR / PATCHING	50	SY		
3	2900	GRASS MOWING - PRIMARY ROUTES	174	SHM		
4	2900	GRASS MOWING - SECONDARY ROUTES	78.20	SHM		
5	2909	MANUAL BRUSH AND TREE CONTROL	15,840	LF		
6	2912	BRUSH AND TREE CONTROL / MECHANICAL / OTHER	3	SHM		
7	2914	VEGETATION MANANGEMENT AT STATIONARY OBJECTS	2,000	LF		
8	3102	REMOVAL OF HAZARDS / DEBRIS FROM R/W	50	EA		
9	3104	LITTER REMOVAL	10	SHM		
10	3106	BAGGED LITTER PICKUP	75	EA		
11	3108	DRAINAGE DITCH MAINTENANCE	2	SHM		
12	3112	SHOULDER MAINTENANCE / RECONSTRUCTION	5	SHM		
13	3126	INSTALL PIPES (<= 48")	20	LF		
14	3130	INSTALL/MAINTAIN/REPAIR OF MISC. DRAINAGE STRUCTURES	15	EA		
15	3132	SWEEP/WASH ROADWAY	5	SHM		
16	3244	MAINTENANCE TRAFFIC CONTROL	200	HR		
17	3250	INSTALL/REPLACE GROUND MOUNTED SIGNS	150	SF		
18	3252	REPAIR GROUND MOUNTED SIGNS	25	EA		

**BID FORM CONT.**

***TOTAL BID FOR PROJECT:*** \_\_\_\_\_

**FOR BID TO BE CONSIDERED RESPONSIVE, ANY ADDENDA ISSUED MUST BE ACKNOWLEDGED. PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA BY WRITING IN ADDENDUM NUMBER AND DATING BELOW.**

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**THIS SECTION TO BE COMPLETED BY N. C. DEPARTMENT OF TRANSPORTATION**

*This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2012.*

*Reviewed by:* \_\_\_\_\_ **DATE**

*Accepted by NCDOT:* \_\_\_\_\_ **DATE**