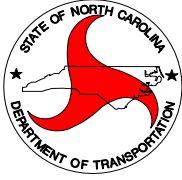


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 10 DISTRICT 2

SMALL BUSINESS ENTERPRISE
CONTRACT PROPOSAL

WBS ELEMENT: 36247.10.3 COUNTY: Mecklenburg

TYPE OF WORK: LED Upgrade of Traffic Signals

TIP NUMBER: R-4701J

BID OPENING: Wednesday, June 19, 2013

DATE OF AVAILABILITY: Monday, July 15, 2013

COMPLETION DATE: November 15, 2013

NOTICE:

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

NAME OF BIDDER _____ N.C. CONTRACTOR'S LICENSE NUMBER _____

ADDRESS OF BIDDER _____

*****DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!*****

RETURN BIDS TO: Ms. Ann Lorscheider, PE, PTOE.
NC Department of Transportation
716 West Main Street
Albemarle, NC 28001

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INSTRUCTIONS TO BIDDERS

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

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

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. *****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 bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. A bid bond or deposit is not required when submitting a bid for this project.
12. **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 TRAFFIC ENGINEER'S OFFICE AT 716 WEST MAIN STREET, ALBEMARLE, NC 28001 BY 2:00 P.M. ON WEDNESDAY, JUNE 19th, 2013.**
13. If delivered by mail, the sealed envelope shall be addressed as follows:

**Ms. Ann Lorscheider, PE, PTOE
NC Department of Transportation
716 West Main Street
Albemarle, NC 28001**

14. **The sealed bid must display the following statement on the bottom left-hand corner of the sealed envelope:
QUOTATION FOR WORK ORDER NUMBER WBS# 36247.10.3 TO BE OPENED
JUNE 19, 2013 AT 2:00 P.M.**

The award of the contract, if it is awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (excluding 102-2 and 102-10) of the 2012 Standard Specifications for Roads and Structures. The lowest responsible Bidder will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

DIVISION CONTRACT **STANDARD PROVISIONS**

BIDDING REQUIREMENTS FOR SMALL BUSINESS ENTERPRISE (SBE) CONTRACTS

This is a Small Business Enterprise Program project, and as such, will be restricted to businesses with a gross income of not more than \$1.5 million during the previous calendar year. The Department's normal bonding and Contractor license requirements will be waived.

Any firm seeking to bid on this project must be certified as a Small Business Enterprise (SBE) with the Contractual Services Unit as of the date of bid opening, or their bid will automatically be disqualified. Certified firms eligible to bid are listed in the SBE Directory available at the following website address:

<https://partner.ncdot.gov/VendorDirectory/default.html>

Applications for the SBE Program may be obtained from any Division or District Office, the Contractual Services Unit, Operations, or the following website address:

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

Any bid received on this project from a firm not maintaining a current certification with NCDOT as a Small Business Enterprise shall automatically be rejected.

The total annual contract expenditures shall not exceed the maximum SBE value of \$500,000.

GENERAL

This contract is for the removal and replacement of LED indications and Signs installed for signals in Mecklenburg County of Division 10, at various locations. Bids for each line item shall include labor, equipment, disposal and incidentals needed for completion of the work unless otherwise stated in the description of the line item. The LED indications shall be NCDOT supplied.

All Contractor supplied electrical materials and all electrical work performed under this contract shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures 2012, the North Carolina Department of Transportation Roadway Standards Drawings, the current edition of the Manual on Uniform Traffic Control Devices (MUTCD), the latest requirements of the National Electrical Code, and all applicable local ordinances and regulations prior to beginning, and during all phases of the work required to make the roadway lighting system totally operational. The Contractor shall obtain all permits and licenses required by State and local government agencies having jurisdiction over same.

The Contractor shall keep himself/herself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications. If successful bidder does not hold the proper license to perform the electrical work of this contract, he/she will be required to sublet such work to a contractor properly licensed in accordance with Article 4, Chapter 87 of the General Statutes.

A copy of NCDOT's Standard Specifications for Road and Structures 2012 may be obtained by writing or calling:

N. C. Department of Transportation
Design Services Unit – Manual Distribution
Box 25201
Raleigh, NC 27611
Phone (919) 250-4128

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation 2012 Standard Specification for Roads and Structures, the North Carolina Department of Transportation Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division 10, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

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

The Contractor will be required to obtain written approval from the Engineer for any subcontract work performed on this project prior to the subcontracted work being performed in accordance with Article 108-6 of the NCDOT Standard Specifications for Roads and Structures.

BASIS OF PAYMENT AND CLAIMS

The quantity of unit or lump sum prices and payment will be full compensation for all work, including, but not limited to supervision, labor, transportation, fuels, lubricants, repair parts, equipment, machinery and tools, materials necessary for the prosecution and completion of the work. The quantities contained herein are estimated only and the quantity to be paid for shall be the actual quantities which were used on the project.

Payment to the Contractor will be made only for the actual quantities of the various items that are completed and accepted in accordance with the terms of the contract. Unless otherwise specified, all contract pay items will be produced, placed and paid in accordance with the Standard Specifications. In no case will the total amount paid to the contractor exceed the total contract quote by more than ten percent without prior written request from the Division Engineer to Fiscal Section.

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME

The Contractor's attention is directed to the fact that Article 104-5 pertaining to revised contract unit prices will not apply to this contract.

Please be advised that General Statute 136-29 of the Road and Highway Laws of North Carolina provides that a contractor who has not received the amount he claims he is due under the contract may submit a written verified claim to the State Highway Administrator within sixty (60) days after receipt of the final statement. The mailing address for the State Highway Administrator is: N. C. Department of Transportation, 1536 Mail Service Center, Raleigh, NC 27699-1536.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract, and plans; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

NOTIFICATION OF OPERATIONS

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

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications.

DEFAULT OF CONTRACT

The Department of Transportation shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

EXTENSION OF CONTRACT TIME

Failure on the part of the Contractor to furnish bonds or certifications, or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the

Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

GIFTS FROM VENDORS AND CONTRACTORS

(12-15-09)

RG 152

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:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) 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 *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.

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”.

TWELVE MONTH GUARANTEE

(7-15-03)

SP1 G145

- (A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Department, and/or for use in excess of the design.
- (B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. Examples would include pavement structures, bridge components, and sign structures. This provision will not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work that the Department would normally compensate the Contractor for. In addition, routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders,) are not parts of this guarantee.

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project.

To ensure uniform application statewide the Division Engineer will forward details regarding the circumstances surrounding any proposed guarantee repairs to the Chief Engineer for review and approval prior to the work being performed.

DIVISION CONTRACT **SPECIAL PROVISIONS-ROADWAY**

CONTRACT TIME AND LIQUIDATED DAMAGES

(8-15-00) (Rev. 12-18-07)

SP1 G07A

The date of availability for this contract is **July 15th, 2013**.

The completion date for this blanket contract is **November 15, 2013**.

The Contractor may begin work prior to this date upon approval of the Engineer or his/her duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the contract completion date.

No extensions will be granted except as authorized by Article 108-10 of the Standard Specifications. 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 liquidated damages for this contract are **One Hundred Dollars (\$100.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES

(7-1-95) (Rev. 2-21-12)

108

SP1 G13 A

For planned signal work, the Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for lane closures and restoring traffic to existing traffic pattern.

The Contractor shall not close or narrow a lane of traffic during the following time restrictions:

DAY AND TIME RESTRICTIONS

MONDAY THRU FRIDAY
MONDAY THRU FRIDAY

6:00 AM to 9:00 AM
4:00 PM to 7:00 PM.

In addition, the Contractor shall not close or narrow a lane of traffic on any route, detain 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 LANE CLOSURE RESTRICTIONS

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

2. For **New Year's Day**, between the hours of **4:00 p.m.** December 31st and **9:00 a.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **9:00 a.m.** the following Tuesday.
3. For **Easter**, between the hours of **4:00 p.m.** Thursday and **9:00 a.m.** Monday.
4. For **Memorial Day**, between the hours of **4:00 p.m.** Friday and **9:00 a.m.** Tuesday.
5. For **NASCAR** event, between **6:00 a.m.** Wednesday before the event to **8:00 p.m.** Monday after the event.
6. For **Independence Day**, between the hours of **4:00 p.m.** the day before Independence Day and **9 a.m.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **4:00 p.m.** the Thursday before Independence Day and **9:00 a.m.** the Tuesday after Independence Day.

7. For **Labor Day**, between the hours of **4:00 p.m.** Friday and **9:00 a.m.** Tuesday.
8. For **Thanksgiving Day**, between the hours of **4:00 p.m.** Tuesday and **9:00 p.m.** Monday.
9. For **Christmas**, between the hours of **4:00 p.m.** the Friday before the week of Christmas Day and **9:00 a.m.** the following Tuesday after the week of Christmas Day.

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

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

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

The liquidated damages for Intermediate Contract Time #1 are **Two Hundred Fifty Dollars (\$ 250.00) per hour** or any portion thereof.

NIGHT OPERATIONS

The Contractor may be required to conduct his operations during night hours. For the purposes of this contract, night hours shall be defined as the period between dusk and dawn when natural light, as determined by the Engineer or his representative, is insufficient to safely and effectively perform contract operations. Prior approval from the Engineer is required before night work can begin.

If the Contractor elects to or is required to perform any phase of this contract during night hours, he shall submit, in writing, to the Engineer, a full and complete plan for traffic control and construction lighting which shall be approved prior to work beginning.

All traffic control devices shall meet the requirements for night use as set forth in the North Carolina Department of Transportation Roadway Standard Drawings for Roads and Structures 2012

TRAFFIC CONTROL AND WORK ZONE SAFETY

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with the Project Special Provisions, Division 11 of the North Carolina Department of Transportation Standard Specifications, and the current edition of the MUTCD.

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists. The contractor shall not cross medians or ramps or loops with vehicles or equipment, unless a specific crossing location is approved by the Engineer. The Contractor shall follow provided traffic control plans. If Traffic Control Plans are not provided, then the Contractor shall install a minimum of five traffic control devices (36" cones or non-Metallic drums) off the shoulder of mainline or ramp work areas (unless all equipment and personnel are behind existing guardrail). Spacing for the devices shall be 50' for the mainline and 10' for the ramps. A 48"X48" Portable sign with the message "ROAD WORK AHEAD" shall be installed 1000' in advance of a mainline work area and 500' in advance of a ramp work area. The work vehicles may be equipped with an activated flashing light or beacon.

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the MUTCD.

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

PROSECUTION OF WORK

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

It is further the intent that the Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with the equipment, materials, and methods of construction as may be required to complete the work described in the contract, or as may be amended, by the completion date.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **\$100.00** will be charged to the contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work by the completion date.

UTILITY CONFLICTS

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a

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

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public. Utilities damaged by the Contractor due to his negligence will be repaired at the Contractor's expense.

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.

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.

DIVISION CONTRACT **SPECIAL PROVISIONS—SIGNALS AND ITS**

REPLACEMENT OF LED INDICATIONS AT INTERSECTIONS

Contractor shall remove and replace LED indications at an intersection, including replacing and/or removing necessary signs for signals. All materials, labor, equipment including incidentals, removal and disposal of LED and removal and return of unnecessary Signs for signals shall be incidental to Line items in this section included for each intersection. All mounting hardware and brackets for signs shall be incidental. All traffic control costs are incidental.

LED indications and signs shall be supplied by NCDOT. Pick up of LED indications and signs will be coordinated with Dave Davis of NCDOT at 704-982-1998. Pick up of LED indications and signs will be from NCDOT Division 10 Traffic Services located at 903 Coble Ave, Albemarle NC 28001.

Arrangements may be made to pick them up from an NCDOT facility in Mecklenburg but Contractor should assume they will pick them up at the Albemarle location. LED indications removed from signals shall be disposed of in accordance with N.C. General Statutes 130A-309.130 through 130A-309.141. Disposal of LED indications will be incidental to cost of “ _____ Signal Head LED Indication Replacement” line items. For Mecklenburg County approved disposal sites See <http://charmeck.org/mecklenburg/county/SolidWaste/BusinessRecycling/Pages/ElectronicsRecyclers.aspx> .

Signs installed for Signals shall be installed per specifications in Section 1745 of the NCDOT Standard Specifications for Roads and Structures 2012. Prior to ordering signs, confirm sign order with Engineer. Signs will be furnished by NCDOT. Signs removed from intersections shall be returned to NCDOT care of Engineer at NCDOT Division 10 Traffic Services located at 903 Coble Ave, Albemarle NC 28001. Sign removal shall be incidental to other contract items.

PAY ITEM	PAY UNIT
Vehicle Signal Head LED Indication Replacement	Each
Pedestrian Signal Head LED Indication Replacement	Each
State Furnished Sign for Signals	Each

The table below is for bidding assistance but shall be coordinated and confirmed by Engineer prior to work.

Mecklenburg Co. LED Upgrade

<u>ID #</u>	<u>Intersection</u>	<u>Towns</u>	<u>RB</u>	<u>YB</u>	<u>GB</u>	<u>RA</u>	<u>YA</u>	<u>GA</u>	<u>PED</u>	<u>Signs</u>
10-1721	Harrisburg Rd @ I-485 (Inner Loop) Ramp	Charlotte	6	6	6	2	2	2		1-TLT, 1-RAO
10-1722	Harrisburg Rd @ I-485 (Outer Loop) Ramp	Charlotte	6	6	6	2	2	2		1-TLT, 1-RAO
10-1710	Harrisburg Rd @ Reedy Creek Rd	Charlotte	9	9	9	2	5	2		
10-1276	Plaza Rd Ext @ Hood Rd	Charlotte								
10-1299	Providence Rd @ Oxford Rd (Hawk Signal)	Charlotte	8	4	0				2	
10-1717	Rocky River Rd @ I-485 NB (Outer Loop) Ramp	Charlotte	6	6	6					
10-1718	Rocky River Rd @ I-485 SB (Inner Loop) Ramp	Charlotte	6	6	6					
10-0269	Catawba Ave @ Church St/ School St	Cornelius								
10-0693	Catawba Ave @ Smith Cir	Cornelius								
10-0267	NC 115 (Main St) @ Catawba Ave	Cornelius	8	8	8		6	6	8	
10-1079	W Catawba Ave @ Bethel Church Rd	Cornelius	9	9	9	2	5	4	8	
10-0885	W Catawba Ave @ I-77 NB Ramps/ Holiday Ln/ US 21	Cornelius	15	15	15	4	8	8		1-NRT, 1-NLT
10-1342	W Catawba Ave @ I-77 SB Ramps	Cornelius	8	8	8	1	2	1		1-LAO, 2-RAO
10-1059	W Catawba Ave @ Jetton Rd	Cornelius	8	8	8	4	10	6	8	
10-1828	W Catawba Ave @ One Norman Way	Cornelius	8	8	8	2	5	3	8	
10-0939	W Catawba Ave @ Torrence Chapel Rd/ Liverpool Pkwy	Cornelius	8	8	8	2	7	7	8	
10-1772	W Catawba Ave @ Westmoreland/ Nautical Dr	Cornelius								
10-1072	Griffith St @ Beaty St/ Sloan St	Davidson								
10-0258	NC 115 (Main St) @ Concord Rd	Davidson	6	6	6		2	2	6	1-LYOG
10-0260	NC 115 (Main St) @ Griffith St	Davidson	8	8	8	1	3	4	4	
10-0257	NC 115 (Main St) @ South St/ Chairman Blake	Davidson	8	8	8		1	1	4	1-NTR, 1-LYOG
10-2085	Beatties Ford @ Bud Henderson	Huntersville	8	8	8	2	5	2	4	
10-2075	Eastfield Rd @ Alexanderana	Huntersville								
10-1940	Eastfield Rd @ Asbury Chapel Rd	Huntersville	8	8	8	2	3	2		
10-1891	Eastfield Rd @ Prosperity Church Rd	Huntersville	6	6	6		2	2		
10-2084	Gilead @ Ranson	Huntersville	6	6	6		3	2		
10-1950	Gilead Rd @ Boren St	Huntersville	8	8	8	3	3	3	8	
10-1619	Gilead Rd @ I-77 NB Ramp	Huntersville	7	7	7	1	2	1		
10-1106	Gilead Rd @ I-77 SB Ramp	Huntersville	6	6	6	1	2	1		
10-1752	Gilead Rd @ McCoy Rd	Huntersville	10	9	8		4	3	8	
10-1753	Gilead Rd @ Reese Rd	Huntersville	8	8	8	4	5	4	6	
10-1898	Mt Holly-Huntersville Rd @ Hambright Rd	Huntersville	8	8	8					
10-0270	NC 115 (Main St) @ Gilead Rd/ Huntersville-Concord Rd	Huntersville	8	8	8	2	5	3	8	

ID #	Intersection	Towns	RB	YB	GB	RA	YA	GA	PED	Signs
10-2082	NC 115 (Old Staesville Rd) @ North Meck H.S. Drive	Huntersville								
10-1085	NC 115 (Old Statesville Rd) @ Alexanderana Rd	Huntersville	8	8	8	4	6	4	8	
10-1108	NC 115 (Old Statesville Rd) @ Bailey Rd	Huntersville	10	10	10		4	6	4	
10-1997	NC 115 (Old Statesville Rd) @ Eastfield Rd	Huntersville	8	8	8	4	6	4	8	
10-1081	NC 115 (Old Statesville Rd) @ Hambright Rd	Huntersville	8	8	8		9	7	4	
10-1944	NC 115 (Old Statesville Rd) @ I-485 (Inner Loop) Ramp/ Vance Davis Dr	Huntersville	8	8	8		5	3		
10-1945	NC 115 (Old Statesville Rd) @ I-485 (Outer Loop) Ramp	Huntersville	6	6	6		2	1		
10-1942	NC 115 (Old Statesville Rd) @ McCord Rd/ Church Entrance	Huntersville	8	8	8		1	1		
10-2086	NC 115 (Old Statesville Rd) @ Ramah Church	Huntersville	6	6	6		3	1		
10-2051	NC 115 (Old Statesville Rd) @ Washam Potts	Huntersville	6	6	6		2	2	2	
10-1774	NC 73 (Sam Furr Rd) @ Birkdale Commons Pkwy	Huntersville	11	11	11		7	6	2	
10-2101	NC 73 (Sam Furr Rd) @ Holly Point	Huntersville	4	2	2	1	4	3	4	
10-1304	NC 73 (Sam Furr Rd) @ I-77 NB Ramps	Huntersville	8	8	8					
10-1662	NC 73 (Sam Furr Rd) @ I-77 SB Ramp	Huntersville	7	7	7	1	2	2		
10-1939	NC 73 (Sam Furr Rd) @ Kenton Pl/ Glenfurness Dr	Huntersville	8	8	8	2	2	2		
10-1839	NC 73 (Sam Furr Rd) @ Lindholm Rd	Huntersville	7	7	7		4	1		
10-0953	NC 73 (Sam Furr Rd) @ NC 115 (Old Statesville Rd)	Huntersville	8	8	8	4	12	8	2	
10-1686	NC 73 (Sam Furr Rd) @ Northcross Rd	Huntersville	8	8	8	4	11	6	4	
10-2018	NC 73 (Sam Furr Rd) @ Rich Hatchett/ Leopold Rd	Huntersville	10	8	8		4	2		
10-2102	NC 73 (Sam Furr Rd) @ Shopping Center Entrance	Huntersville	4	2	2	1	4	3	4	
10-0610	NC 73 (Sam Furr Rd) @ US 21 (Statesville Rd)	Huntersville	13	13	13	2	6	4	8	
10-1503	NC 73 (Sam Furr Rd) @ W Catawba Ave	Huntersville	9	8	8	2	8	8		1-LAO, 2-TLT, 1-TAO, 1-TRT, 1-NRT, 1-UTYR
10-1842	NC 73 @ Beatties Ford Rd	Huntersville	8	8	8	2	5	2		
10-2047	NC 73 @ Bradford Park Entrance	Huntersville	6	6	6		1	1		
10-1907	NC 73 @ Davidson-Concord Rd	Huntersville	9	9	9		2	2		
10-1996	NC 73 @ Hager's Ferry Rd	Huntersville	7	7	7	1	2	1		
10-1640	NC 73 @ McGuire Nuclear Station Entrance	Huntersville	9	9	9	2	5	2		
10-1481	US 21 (Statesville Rd) @ Alexanderana Rd	Huntersville	8	8	8		6	6		

ID	Intersection	Towns	RB	YB	GB	RA	YA	GA	PED	Signs
10-1105	US 21 (Statesville Rd) @ Bailey Rd	Huntersville	6	6	6		3	3		
10-0617	US 21 (Statesville Rd) @ Gilead Rd	Huntersville	8	8	8		11	7		
10-0858	US 21 (Statesville Rd) @ Hambright Rd	Huntersville	8	8	8					
10-2100	US 21 (Statesville Rd) @ Holly Point	Huntersville	11	10	10		3	5	6	
10-1796	US 21 (Statesville Rd) @ Stumptown Rd	Huntersville	8	8	8		12	8		
10-1104	US 21 (Statesville Rd) @ Westmoreland Rd	Huntersville	8	8	8		3	3		
10-2050	Idlewild Rd @ I-485 (Inner Loop) Ramp	Matthews	6	6	6	1	1	1		
10-1768	Idlewild Rd @ I-485 (Outer Loop) Ramp	Matthews	6	6	6	1	2	1		
10-1061	Idlewild Rd @ Rice Rd/ Dan Hood Rd	Matthews	9	9	9		1	3		
10-1874	John St @ I-485 (Inner Loop) Ramp	Matthews	6	6	6	1	1	1		
10-0256	John St @ Trade St	Matthews	8	8	8		8	4	8	
10-0697	Matthews-Mint Hill Rd @ Crestdale Dr	Matthews								
10-0294	Matthews-Mint Hill Rd/ Matthews St @ Trade St/Sam Newell Rd	Matthews								
10-1557	NC 51 (Matthews Twnshp Pkwy) @ Independence Pointe Pkwy	Matthews	7	7	7		2	2		1-UTYR, 1-NUT
10-1782	NC 51 (Matthews Twnshp Pkwy) @ NE Parkway	Matthews	8	8	8		3	3	4	1-LYOG, 1-UTYR
10-1147	NC 51 (Matthews Twnshp Pkwy) @ Old Monroe Rd/ W John St	Matthews	10	10	10	8	12	12	8	4-UMY
10-1148	NC 51 (Matthews Twnshp Pkwy) @ Sam Newell Rd	Matthews	8	8	8	8	12	12	8	2-UMY, 2-RAO, 2-LAO, Remove the rest.
10-1149	NC 51 (Matthews Twnshp Pkwy) @ US 74 EB Ramp	Matthews	8	8	8	3	3	3		Remove signs
10-1150	NC 51 (Matthews Twnshp Pkwy) @ US 74 WB Ramp	Matthews	7	7	7	5	6	6		
10-0708	NC 51 (Matthews-Mint Hill Rd) @ Idlewild Rd	Matthews	8	8	8	4	9	5		Remove Left Only Sign
10-1098	NC 51 (Matthews-Mint Hill Rd) @ Phillips Rd	Matthews	9	9	9	2	5	4		Remove signs
10-1368	NC 51 (Pineville-Matthews Rd) @ Fullwood Ln	Matthews	6	6	6	2	3	3		1-UTYR, 1-LAO, 1-RAO
10-0783	NC 51 (Pineville-Matthews Rd) @ Sardis Rd	Matthews	6	6	6		3	3	4	2-LAO, 2-RAO, 1-UMY, 1-LYOG
10-0954	NE Parkway @ Access "D"	Matthews								
10-1745	Old Monroe Rd @ I-485 (Outer Loop) Ramp	Matthews	6	6	6	1	2	1		
10-1325	Pleasant Plains Rd @ McKee Rd	Matthews	6	6	6		1	1		1-LYOG

ID	Intersection	Towns	RB	YB	GB	RA	YA	GA	PED	Signs
10-1097	Pleasant Plains Rd @ Weddington Rd	Matthews	7	7	7		2	2	4	
10-0069	S Trade St @ Fullwood Ln	Matthews	8	8	8	1	3	2		1-NLT, 1-NRT, 1-NTR (6:30-9:00AM)
10-1792	Trade St @ Chesney Glen/ Matthews Athletic Fields	Matthews								
10-0239	US 74 @ Matthews-Mint Hill Rd	Matthews	8	8	8	4	7	7		2-UMY, Remove the rest
10-0541	US 74 @ Sam Newell Rd	Matthews	9	9	9	4	10	8		2-UMY, 1-RAO
10-0945	US 74 @ Windsor Square Shopping Center	Matthews	8	8	8	6	10	12		2-UMY, 1-RAO
10-1449	Weddington Rd @ McKee Rd	Matthews	8	8	8	2	5	2	8	
10-1507	Lawyers Rd @ Brickstone Rd	Mint Hill	6	6	6		1	1		
10-1910	Lawyers Rd @ I-485 NB (Outer Loop) Ramp	Mint Hill	6	6	6	1	2	1		
10-2068	Lawyers Rd @ I-485 SB (Inner Loop) Ramp	Mint Hill	6	6	6					
10-0623	Lawyers Rd @ Lebanon Rd/ Wilson Grove Rd	Mint Hill								
10-1482	Lebanon Rd @ Lebanon Elementary School/ Milton Morris Rd	Mint Hill								
10-1274	Margaret Wallace Rd @ Lebanon Rd	Mint Hill								
10-1388	NC 218 (Fairview Rd) @ Brief Rd/ Allen Black Rd	Mint Hill	8	8	8					
10-1728	NC 218 (Fairview Rd) @ I-485 (Outer Loop) Ramp	Mint Hill	6	6	6		1	1		
10-2032	NC 24/27 (Albemarle Rd) @ Denbur	Mint Hill	6	6	6	2	6	3		
10-1741	NC 24/27 (Albemarle Rd) @ I-485 (Inner Loop) Ramp	Mint Hill	7	5	5	3	7	6		
10-1742	NC 24/27 (Albemarle Rd) @ I-485 (Outer Loop) Ramp	Mint Hill	7	5	5	4	7	7		
10-0960	NC 24/27 (Albemarle Rd) @ NC 51 (Blair Rd)	Mint Hill	8	8	8	2	7	7		1-RAO
10-1382	NC 24/27 (Albemarle Rd) @ Rocky River Church Rd	Mint Hill	6	6	6	2	5	2		
10-2092	NC 51 (Blair Rd) @ Allen Station	Mint Hill	6	6	6	1	4	3		
10-0612	NC 51 (Blair Rd) @ NC 218 (Fairview Rd)/ Wilgrove-Mint Hill Rd	Mint Hill	8	8	8	4	10	6		
10-0469	NC 51 (Matthews-Mint Hill Rd) @ Lawyers Rd	Mint Hill	8	8	8	4	5	5	8	
10-1109	NC 51 (Matthews-Mint Hill Rd) @ Lebanon Rd	Mint Hill	9	9	9	2	4	1		
10-1371	Wilgrove-Mint Hill Rd @ Wilson Grove Rd	Mint Hill	8	8	8		1	3		1-LYOG
10-1078	Wilson Grove Rd @ Patriot Dr (Independence High School)	Mint Hill	6	6	6	1	3	2	4	
10-1355	Carolina PI Pkwy @ Driveway "B"	Pineville	6	6	6	1	3	2		
10-1356	Carolina PI Pkwy @ Driveway "C"	Pineville	8	8	8	2	5	4		

<u>ID</u>	<u>Intersection</u>	<u>Towns</u>	<u>RB</u>	<u>YB</u>	<u>GB</u>	<u>RA</u>	<u>YA</u>	<u>GA</u>	<u>PED</u>	<u>Signs</u>
10-1357	Carolina PI Pkwy @ Driveway "D"	Pineville	8	8	8	2	4	1		
10-1338	Lancaster Hwy @ Carolina PI Pkwy	Pineville	8	8	8	4	8	4		
10-1294	Lancaster Hwy @ Danby Rd	Pineville	8	8	8					
10-0965	N Polk St @ Commerce St	Pineville	8	8	8		1	3		
10-0966	N Polk St @ Industrial Dr	Pineville	8	8	8		4	4		
10-0959	NC 51 (Main St) @ Church St/ Johnson St	Pineville	12	12	8		2		2	
10-0254	NC 51 (Main St) @ Polk St	Pineville								
10-1235	NC 51 (Pineville-Matthews Rd) @ Carolina PI Pkwy/ Leitner Dr	Pineville								
10-1236	NC 51 (Pineville-Matthews Rd) @ Centrum Pkwy	Pineville								
10-1241	NC 51 (Pineville-Matthews Rd) @ I-485 NB (Inner Loop) Ramp	Pineville	6	6	6	2	2	2		1-NUT
10-1240	NC 51 (Pineville-Matthews Rd) @ I-485 SB (Outer Loop) Ramp	Pineville								
10-0709	NC 51 (Pineville-Matthews Rd) @ Park Rd	Pineville	8	8	8	9	10	10		Remove signs
10-1979	NC 51 (Rock Hill-Pineville Rd) @ Downs Cir	Pineville	6	6	6	2	3	3		1-UTYR
10-1764	Park Rd @ Mercy Hospital/ Shopping Center Entrance	Pineville	8	8	8	2	4	1		
10-1263	Park Rd @ Park Crossing/ Park Cedar Rd	Pineville	8	8	8	2	6	4	2	Remove signs
10-1088	S Polk St @ Lowry St/ Shopping Center Entrance	Pineville	8	8	8	2	4	1	2	
		Totals:	864	847	838	174	477	370	208	57

DIVISION CONTRACT **STANDARD SPECIAL PROVISIONS**

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 Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated July 1, 2006.

ERRATA

(1-17-12) (Rev. 9-18-12)

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 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 10

Page 10-74, Table 1056-1 Geotextile Requirements, replace “50%” for the UV Stability (Retained Strength) of Type 5 geotextiles with “70%”.

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 15-6, 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”.

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)

(3-18-03)

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.

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.com/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.

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

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

**INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD
CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME**

NAME: _____

MAILING ADDRESS: STREET/PO BOX: _____

CITY, STATE, ZIP: _____

DBA / TRADE NAME (IF APPLICABLE): _____

BUSINESS DESIGNATION: INDIVIDUAL (use Social Security No.) SOLE PROPRIETER (use SS No. or Fed ID No.)
 CORPORATION (use Federal ID No.) PARTNERSHIP (use Federal ID No.)
 ESTATE/TRUST (use Federal ID no.) STATE OR LOCAL GOVT. (use Federal ID no.)
 OTHER / SPECIFY _____

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

OR

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

COMPLETE THIS SECTION IF PAYMENTS ARE MADE TO AN ADDRESS OTHER THAN THE ONE LISTED ABOVE:

REMIT TO ADDRESS: STREET / PO BOX: _____
CITY, STATE, ZIP: _____

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.

What is your firm's ethnicity? (Prefer Not To Answer, African American, Native American, Caucasian American, Asian American, Hispanic American, Asian-Indian American, Other: _____)

What is your firm's gender? (Prefer Not to Answer, Male, Female) **Disabled-Owned Business?** (Prefer Not to Answer, Yes, No)

IRS Certification

Under penalties of perjury, I certify that:

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

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

NAME (Print or Type)

TITLE (Print or Type)

SIGNATURE

DATE

PHONE NUMBER

Contract No. _____
County _____

Rev. 4-19-11

**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 _____
Secretary/Assistant Secretary
Select appropriate title

By _____
President/Vice President/Assistant Vice President
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__.

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

NOTARY SEAL

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

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

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

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

SIGNATURE OF CONTRACTOR

_____ Full Name of Partnership

_____ Address as Prequalified

_____ By _____
Signature of Witness 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 _____ 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

JOINT VENTURE (2) or (3)

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

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

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

SIGNATURE OF CONTRACTOR

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

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as Prequalified

Signature of Witness or Attest	By	Signature of Contractor
Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal and

(3) _____
Name of Contractor

Address as Prequalified

Signature of Witness or Attest	By	Signature of Contractor
Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal and

(4) _____
Name of Contractor *(for 3 Joint Venture only)*

Address as Prequalified

Signature of Witness or Attest	By	Signature of Contractor
Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal

NOTARY SEAL
Affidavit must be notarized for Line (2)
Subscribed and sworn to before me this
_____ day of _____ 20__

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

NOTARY SEAL
Affidavit must be notarized for Line (3)
Subscribed and sworn to before me this
_____ day of _____ 20__

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

NOTARY SEAL
Affidavit must be notarized for Line (4)
Subscribed and sworn to before me this
_____ day of _____ 20__

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Individual name

Trading and doing business as _____
Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the _____ day of _____ 20__.

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

North Carolina Department of Transportation PURCHASE ORDER CONTRACT BID FORM

WBS Number:	36247.10.3
County:	Mecklenburg
Description:	Removal and Replacement of LED Indication
Route:	Various State maintained Roads

LINE NO	SP	ITEM DESCRIPTION	QUAN	UNIT	UNIT BID PRICE	AMOUNT BID
1	SP	Vehicle Signal Head LED Indication Replacement	3570	EA		
2	SP	Pedestrian Signal Head LED Indication Replacement	208	EA		
3	SP	State Furnished Sign for Signals	57	EA		

**** TOTAL AMOUNT BID: \$ _____**

**** THE ABOVE STATED QUANTITIES ARE FOR BID PURPOSES ONLY. THE CONTRACTOR WILL BE PAID FOR ACTUAL WORK PERFORMED AT THE UNIT PRICE BID.**

NAME OF CONTRACTOR _____

ADDRESS _____

FEDERAL IDENTIFICATION NUMBER _____

AUTHORIZED REPRESENTATIVE _____

TITLE _____

SIGNATURE _____ DATE _____

WITNESS _____ TITLE _____

SIGNATURE _____ DATE _____

*CORPORATE
SEAL*