

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
HIGHWAY DIVISION 10

## PROPOSAL

**DATE AND TIME OF BID OPENING:** Wednesday July 05, 2017 AT 2:00 P.M.

**CONTRACT ID:** 10-00-064

**WBS ELEMENT NO.:** 10.101332, 10.106012, 10.106032, 10.109012 and 36111.1.10

**FEDERAL AID NO.:** State Funded

**COUNTY:** Mecklenburg, Cabarrus and Union

**TIP NO.:** None

**MILES:** Varies

**LOCATION:** Various Interstate and Primary Roads

**TYPE OF WORK:** Maintenance, Repair, Modification and Installation of Guide Signs and Specific Information Signs (LOGO)

**AVAILABILITY DATE:** August 1, 2017

**COMPLETION DATE:** July 31, 2018

**NOTICE:**

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOTWITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY FEDERAL - AID FUNDED PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING.

**THIS IS A SIGNING PROJECT.**

**BID BONDS ARE REQUIRED.**

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**NAME OF BIDDER**

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**ADDRESS OF BIDDER**

**PROPOSAL FOR THE CONSTRUCTION OF  
CONTRACT No. 10-00-064 IN MECKLENBURG, UNION & CABARRUS COUNTY, NORTH CAROLINA**

Date \_\_\_\_\_ 20\_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION,  
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. 10-00-064; 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 be 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 date(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. 10-00-064 in MECKLENBURG, UNION & CABARRUS 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.

Accompanying this bid is a bid bond secured by a corporate surety, or certified check payable to the order of the Department of Transportation, for five percent of the total bid price, which deposit is to be forfeited as liquidated damages in case this bid is accepted and the Bidder shall fail to provide the required payment and performance bonds with the Department of Transportation, under the condition of this proposal, within 14 calendar days after the written notice of award is received by him, as provided in the Standard Specifications; otherwise said deposit will be returned to the Bidder.

# **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.

### **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 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 limited to Two 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. **THE ENTIRE 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 OFFICE AT 716 WEST MAIN ST, ALBEMARLE, NC 28001 BY 2:00 PM ON WEDNESDAY JULY 05, 2017.**
12. If delivered by mail, the sealed envelope shall be addressed as follows:

**Mr. R. Kim Walton  
NC Department of Transportation  
716 West Main St.  
Albemarle NC, 28001**

13. The sealed bid must display the following statement on the bottom left-hand corner of the sealed envelope:

**QUOTATION FOR LOGO SIGN MAINTENANCE TO BE OPENED AT 2:00 P.M. ON  
WEDNESDAY, JULY 05, 2017.**

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.

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**PROJECT SPECIAL PROVISIONS (GENERAL)**

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 Standard Specifications for Roads and Structures 2012, the North Carolina Department of Transportation Roadway Standards Drawings 2012, the current edition of the Manual on Uniform Traffic Control Devices (MUTCD).

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.

**CONTRACT TIME & LIQUIDATED DAMAGES:**

This contract will be effective beginning August 1, 2017 and ending July 31, 2018. **The Department of Transportation reserves the right to renew this contract for two (2) additional one year periods as described below.**

The contractor shall submit his bid for this (1) one year period. At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year each [maximum three (3) years total]. If the contract is extended, the unit bid prices will be increased by three (3) percent for each one (1) year extension. The total contract expenditures shall not exceed the maximum purchase order value of \$5 million per year.

The Engineer will notify the Contractor in writing by June 1 if the Department wishes to renew this contract. The Contractor must notify the Engineer within 15 calendar days after receiving notice of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

The contractor shall complete new installation of sign work within sixty (60) calendar days of the date of receipt of letter notifying contractor of completion of sign panel fabrication. Failure to complete the work within the specified time will result in the assessment of liquidated damages. No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications.

The Contractor shall complete all other sign work within thirty (30) calendar days of the date of receipt of the work order by the Engineer or his duly authorized representative. Failure to complete the work within the specified time will result in the assessment of liquidated damages. No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications.

The Department shall issue a letter ordering sign work to be performed by the contractor. This work order letter shall notify the contractor of the completion of sign panel fabrication and establish an intermediate contract completion date. This date shall be sixty (60) calendar days after the receipt of the letter for new sign assemblies with supports. For all other sign work, this

work order letter shall establish an intermediate contract completion date of thirty (30) calendar days after receipt of the letter.

The liquidated damages for this contract are **Two Hundred Dollars (\$200.00)** per calendar day.

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

(2-20-07) (Rev. 6-18-13)

108

SPI G14 G

The Contractor shall complete the work required of “Clean up and removal of Sign damage” within 48 hours of notification.

The time of availability for this intermediate contract time is the time the Contractor is notified to respond to and begin the work as documented and time stamped.

The completion time for this intermediate contract time is the time which is **forty eight (48) consecutive hours** after the Contractor begins this work.

The liquidated damages are **Two hundred Dollars (\$200.00)** per hour or portion thereof.

**INTERMEDIATE CONTRACT TIME NUMBER #2 AND LIQUIDATED DAMAGES:**

(2-20-07) (Rev. 6-18-13)

108

SPI G14 G

The Contractor shall complete the work required of “Emergency Removal of Sign Damage” within 12 hours of notification.

The time of availability for this intermediate contract time is the time the Contractor is notified to respond to and begin the work.

The completion time for this intermediate contract time is the time which is **twelve (12) consecutive hours** after the Contractor begins this work.

The liquidated damages are **Two Hundred Dollars (\$200.00)** per hour or portion thereof.

**INTERMEDIATE CONTRACT TIME #3 AND LIQUIDATED DAMAGES:**

For Interstate and controlled access (freeway) routes, the Contractor shall provide traffic control. The Contractor shall coordinate with Mr. Mike Campbell, NCDOT Interstate Project Manager, 704-847-0378 about the proposed Work Zone Traffic Control and the time limitations/requirements for the work to be performed.

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for lane and shoulder closures and restoring traffic to its normal pattern. The Contractor shall not close or narrow a lane of traffic or shoulder during the following day and time restrictions:

<b>Roadway</b>	<b>DAY AND TIME RESTRICTIONS</b>
LANE CLOSURES I-85, I-485, I-277, US 74	Monday thru Friday 6:00 a.m. to 8:00 p.m. Saturday and Sunday 9:00 a.m. to 6:00 p.m.
LANE CLOSURES I-77	Monday thru Friday 6:00 a.m. to 9:00 p.m. Saturday and Sunday 9:00 a.m. to 6:00 p.m.
SHOULDER CLOSURES I-85, I-485, I-277, US 74	Monday thru Friday 6:00 a.m. to 9:00 a.m. 4:00 p.m. to 7:00 p.m.
SHOULDER CLOSURES I-77	Monday thru Friday 6:00 a.m. to 9:00 a.m. 4:00 p.m. to 9:00 p.m.

In addition, the Contractor shall not close or narrow a lane of traffic on **any roadway**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

**HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS**

- For any **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
- For **New Year's Day**, between the hours of 6:00 a.m. December 31st and 9:00 p.m. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 9:00 p.m. the following Tuesday.
- For **Easter**, between the hours of 6:00 a.m. Thursday and 9:00 p.m. Monday.
- For **Memorial Day**, between the hours of 6:00 a.m. Friday and 9:00 p.m. Tuesday.
- For **Independence Day**, between the hours of 6:00 a.m. the day before Independence Day and 9:00 p.m. the day after Independence Day.



If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of 6:00 a.m. the Thursday before Independence Day and 9:00 p.m. the Tuesday after Independence Day.

- For **Labor Day**, between the hours of 6:00 a.m. Friday and 9:00 p.m. Tuesday.
- For **Thanksgiving Day**, between the hours of 6:00 a.m. Wednesday and 9:00 p.m. Monday.
- For **Christmas**, between the hours of 6:00 a.m. the Friday before the week of Christmas Day and 9:00 p.m. the following Tuesday after the week of Christmas Day.
- For **Spring and Fall NASCAR Races at the Charlotte Motor Speedway**, between the hours of **6:00 a.m. the Wednesday before the first race and 8:00 p.m. the Tuesday after the last race.**
- For **any event at Bank of America Stadium**, occurring in **Charlotte** between **3** hours before the start and **3** hours after the end of the **Event**.
- For **any event at BB&T BallPark**, occurring in **Charlotte** between **3** hours before the start and **3** hours after the end of the **Event**.
- For **any event at the US National Whitewater Center**, occurring in **Charlotte** between **3** hours before the start and **3** hours after the end of the **Event**.

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 original pattern.

**The liquidated damages are FIFTEEN HUNDRED DOLLARS (\$1500.00) per fifteen (15) minutes or any portion thereof.**

**DIVISION LET CONTRACT PREQUALIFICATION:**

(07-01-14)(12-1-16)

SPD 01-410

Any firm that wishes to bid as a prime contractor shall be prequalified as a Bidder or PO Prime Contractor prior to submitting a bid. Information regarding prequalification can be found at: <https://connect.ncdot.gov/business/Prequal/Pages/default.aspx>.

Prior to performing the work, the prime contractor and/or subcontractor(s) shall be prequalified in the work code(s) which are identified as work items in the prime contractor's construction

progress schedule that they will complete themselves. Any contractor identified as working outside their expertise may be considered in default of contract.

**BOND REQUIREMENTS:**

(06-01-16)

102-8, 102-10

SPD 01-420A

A Bid Bond is required in accordance with Article 102-10 of the 2012 Standard Specifications for Roads and Structures.

Contract Payment and Performance Bonds are required in accordance with Article 103-7 of the 2012 Standard Specifications for Roads and Structures.

**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.

**MATERIALS AND TESTING:**

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the Department's "Materials and Tests Manual." However the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

All steel products which are permanently incorporated into this project shall be domestically produced. The Contractor shall furnish a notarized certification certifying that steel products conform to this requirement.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material which is not properly certified will not be accepted.

Delivery tickets for all material paid by weight, shall be furnished in accordance with Section 106-7 of the Standard Specifications and shall include the following information:

1. NCDOT Work Order Number
2. Date

3. Time issued
4. Type of material
5. Gross weight
6. Tare weight
7. Net weight of material
8. Plant location
9. Truck number
10. Contractor's name
11. Public weighmaster's stamp or number
12. Public weighmaster's signature or initials in ink
13. Job mix formula number

### **PRECONSTRUCTION CONFERENCE:**

In accordance with Section 108-3 of the Standard Specifications, a preconstruction conference will be required prior to beginning work.

### **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.

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. All invoices for payment shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor.

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. Any claims for additional compensation and/or extension of the completion date shall be submitted to the Division Engineer with detailed justification with the final invoice. The failure to submit the claim(s) with the final invoice may be a bar to recovery. 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.

### **PAYMENT AND RETAINAGE:**

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period. All requests for payment shall be made on the form furnished to the Contractor by the Department of Transportation. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor. Disadvantaged Business Enterprise (DBE) participation shall be listed in the appropriate spaces on all requests for payment. If there is no participation the word "None" or the figure "0" shall be entered. An amount equal to five percent (5%) of the total amount due on the partial pay estimate **may** be deducted and retained until after the final inspection. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

### **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.

### **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.

**BANKRUPTCY:**

The Department of Transportation, at its option, may terminate the contract upon filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

**BIDS:**

In accordance with GS 136-28.1(b), if the total bid amount of the contract exceeds \$5,000,000, the bid will not be considered for award.

**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.

**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.

**NIGHT OPERATIONS:**

Verification of any city or county permits, required for night work, shall be provided to the Engineer if the contractor wants to work at night. Also, before the contractor begins his operations during night hours, he shall submit in writing, a full and complete plan for traffic control and construction lighting which shall be approved by the engineer prior to construction.

All traffic control devices used outside of closure areas shall meet the requirements for night use as set forth in the North Carolina Department of Transportation Standard Specifications for Roads and Structures, North Carolina Department of Transportation Roadway Standard Drawings, and the current Manual of Uniform Traffic Control Devices (MUTCD).

**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 **\$200.00** 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.

**SAFETY AND ACCIDENT PROTECTION:**

In accordance with Article 107-21 of the Standard Specifications, 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.

**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*).

**MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE****(DIVISIONS):**

(10-16-07)(Rev. 1-17-17)

102-15(J)

SP1 G67

**Description**

The purpose of this Special Provision is to carry out the North Carolina Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with State funds.

**Definitions**

*Additional MBE/WBE Subcontractors* - Any MBE/WBE submitted at the time of bid that will not be used to meet either the MBE or WBE goal. No submittal of a Letter of Intent is required.

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

*Contract Goals Requirement* - The approved MBE and WBE participation at time of award, but not greater than the advertised contract goals for each.

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

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

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

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

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

*North Carolina Unified Certification Program (NCUCP)* - A program that provides comprehensive services and information to applicants for MBE/WBE certification. The MBE/WBE program follows the same regulations as the federal Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26.

*United States Department of Transportation (USDOT)* - Federal agency responsible for issuing regulations (49 CFR Part 26) and official guidance for the DBE program.

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

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

### **Forms and Websites Referenced in this Provision**

*Payment Tracking System* - On-line system in which the Contractor enters the payments made to MBE and WBE subcontractors who have performed work on the project.  
<https://apps.dot.state.nc.us/Vendor/PaymentTracking/>

*DBE-IS Subcontractor Payment Information* - Form for reporting the payments made to all MBE/WBE firms working on the project. This form is for paper bid projects only.  
<https://connect.ncdot.gov/business/Turnpike/Documents/Form%20DBE-IS%20Subcontractor%20Payment%20Information.pdf>

*RF-1 MBE/WBE Replacement Request Form* - Form for replacing a committed MBE or WBE.  
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf>

*SAF Subcontract Approval Form* - Form required for approval to sublet the contract.  
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip>

*JC-1 Joint Check Notification Form* - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.  
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf>

*Letter of Intent* - Form signed by the Contractor and the MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE for the amount listed at the time of bid.  
<http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf>

*Listing of MBE and WBE Subcontractors Form* - Form for entering MBE/WBE subcontractors on a project that will meet this MBE and WBE goals. This form is for paper bids only.  
[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20\(State\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20(State).docx)

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



## **MBE and WBE Goal**

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

(A) Minority Business Enterprises **0.0 %**

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

(B) Women Business Enterprises **0.0 %**

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

## **Directory of Transportation Firms (Directory)**

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as MBE and WBE certified shall be used to meet the MBE and WBE goals respectively. The Directory can be found at the following link. <https://partner.ncdot.gov/VendorDirectory/default.html>

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

## **Listing of MBE/WBE Subcontractors**

At the time of bid, bidders shall submit all MBE and WBE participation that they anticipate to use during the life of the contract. Only those identified to meet the MBE goal and the WBE goal will be considered committed, even though the listing shall include both committed MBE/WBE subcontractors and additional MBE/WBE subcontractors. Any additional MBE/WBE subcontractor participation submitted at the time of bid will be used toward overall race-neutral goals. Only those firms with current MBE and WBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of MBE and WBE participation. The Contractor shall indicate the following required information:

- (A) *If either the MBE or WBE goal is more than zero,*
- (1) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.
  - (2) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word “None” or the number “0.” This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have MBE and WBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.
  - (3) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE’s or WBE’s participation will not count towards achieving the corresponding goal.
- (B) *If either the MBE or WBE goal is zero,* entries on the *Listing of MBE and WBE Subcontractors* are not required for the zero goal, however any MBE or WBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

### **MBE or WBE Prime Contractor**

When a certified MBE or WBE firm bids on a contract that contains MBE and WBE goals, the firm is responsible for meeting the goals or making good faith efforts to meet the goals, just like any other bidder. In most cases, a MBE or WBE bidder on a contract will meet one of the goals by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the MBE or WBE bidder and any other similarly certified subcontractors will count toward the goal. The MBE or WBE bidder shall list itself along with any MBE or WBE subcontractors, if any, in order to receive credit toward the goals.

For example, on a proposed contract, the WBE goal is 10%, and the MBE goal is 8%. A WBE bidder puts in a bid where they will perform 40% of the contract work and have a WBE subcontractor which will perform another 5% of the work. Together the two WBE firms submit on the *Listing of MBE and WBE Subcontractors* a value of 45% of the contract which fulfills the WBE goal. The 8% MBE goal shall be obtained through MBE participation with MBE certified subcontractors or documented through a good faith effort. It should be noted that you cannot combine the two goals to meet an overall value. The two goals shall remain separate.

MBE/WBE prime contractors shall also follow Sections A or B listed under *Listing of MBE/WBE Subcontractors* just as a non-MBE/WBE bidder would.

**Written Documentation – Letter of Intent**

The bidder shall submit written documentation for each MBE/WBE that will be used to meet the MBE and WBE goals of the contract, indicating the bidder's commitment to use the MBE/WBE in the contract. This documentation shall be submitted on the Department's form titled *Letter of Intent*.

The documentation shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the MBE and WBE goals, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the MBE/WBE goal. If the lack of this participation drops the commitment below either the MBE or WBE goal, the Contractor shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the Engineer no later than 2:00 p.m. of the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

**Banking MBE/WBE Credit**

If the committed MBE/WBE participation submitted by Letter of Intent exceeds the algebraic sum of the MBE or WBE goal by \$1,000 or more, the excess will be placed on deposit by the Department for future use by the bidder. Separate accounts will be maintained for MBE and WBE participation and these may accumulate for a period not to exceed 24 months.

When the apparent lowest responsive bidder fails to submit sufficient participation by MBE firms to meet the contract goal, as part of the good faith effort, the Department will consider allowing the bidder to withdraw funds to meet the MBE goal as long as there are adequate funds available from the bidder's MBE bank account.

**Submission of Good Faith Effort**

If the bidder fails to meet or exceed either the MBE or the WBE goal, the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach that specific goal(s).

One complete set and 6 copies of this information shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of MBE/WBE quotations shall be a part of the good faith effort

submission. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

### **Consideration of Good Faith Effort for Projects with MBE/WBE Goals More Than Zero**

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

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

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

for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.

- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract MBE or WBE goals, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at [DBE@ncdot.gov](mailto:DBE@ncdot.gov) to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the MBE and WBE goal.

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

- (1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the MBE and WBE goals.
- (2) The bidders' past performance in meeting the MBE and WBE goals.
- (3) The performance of other bidders in meeting the MBE and WBE goals. For example, when the apparent successful bidder fails to meet the goals, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goals. If the apparent successful bidder fails to meet the MBE and WBE goals, but meets or exceeds the average MBE and WBE participation obtained by other bidders,

the Department may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

If the Department does not award the contract to the apparent lowest responsive bidder, the Department reserves the right to award the contract to the next lowest responsive bidder that can satisfy to the Department that the MBE and WBE goals can be met or that an adequate good faith effort has been made to meet the MBE and WBE goals.

### **Non-Good Faith Appeal**

The Engineer will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the Engineer. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

### **Counting MBE/WBE Participation Toward Meeting MBE/WBE Goals**

#### **(A) Participation**

The total dollar value of the participation by a committed MBE/WBE will be counted toward the contract goal requirements. The total dollar value of participation by a committed MBE/WBE will be based upon the value of work actually performed by the MBE/WBE and the actual payments to MBE/WBE firms by the Contractor.

#### **(B) Joint Checks**

Prior notification of joint check use shall be required when counting MBE/WBE participation for services or purchases that involves the use of a joint check. Notification shall be through submission of Form JC-1 (*Joint Check Notification Form*) and the use of joint checks shall be in accordance with the Department's Joint Check Procedures.

#### **(C) Subcontracts (Non-Trucking)**

A MBE/WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the MBE contract goal requirement. The same holds for work that a WBE subcontracts to another WBE firm. Work that a MBE subcontracts to a non-MBE firm does not count toward the MBE contract goal requirement. Again, the same holds true for the work that a WBE subcontracts to a non-WBE firm. If a MBE or WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or WBE is not performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption may be subject to review by the Office of Inspector General, NCDOT.

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

### **Commercially Useful Function**

(A) MBE/WBE Utilization

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

actually performing and the MBE/WBE credit claimed for its performance of the work, and any other relevant factors.

(B) MBE/WBE Utilization in Trucking

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

- (1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the MBE or WBE goal.
- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the goal requirement. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime liable for meeting the goal.
- (5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.
- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement does not preclude



the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.

- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

### **MBE/WBE Replacement**

When a Contractor has relied on a commitment to a MBE or WBE firm (or an approved substitute MBE or WBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another MBE/WBE subcontractor, a non-MBE/WBE subcontractor, or with the Contractor's own forces or those of an affiliate. A MBE/WBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination. The prime contractor must give the MBE/WBE firm five (5) calendar days to respond to the prime contractor's notice of termination and advise the prime contractor and the Department of the reasons, if any, why the firm objects to the proposed termination of its subcontract and why the Department should not approve the action.

All requests for replacement of a committed MBE/WBE firm shall be submitted to the Engineer for approval on Form RF-1 (*Replacement Request*). If the Contractor fails to follow this procedure, the Contractor may be disqualified from further bidding for a period of up to 6 months.

The Contractor shall comply with the following for replacement of a committed MBE/WBE:

#### **(A) Performance Related Replacement**

When a committed MBE is terminated for good cause as stated above, an additional MBE that was submitted at the time of bid may be used to fulfill the MBE commitment. The same holds true if a committed WBE is terminated for good cause, an additional WBE that was submitted at the time of bid may be used to fulfill the WBE goal. A good faith effort will only be required for removing a committed MBE/WBE if there were no additional MBEs/WBEs submitted at the time of bid to cover the same amount of work as the MBE/WBE that was terminated.

If a replacement MBE/WBE is not found that can perform at least the same amount of work as the terminated MBE/WBE, the Contractor shall submit a good faith effort documenting the steps taken. Such documentation shall include, but not be limited to, the following:

- (1) Copies of written notification to MBEs/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.

- (2) Efforts to negotiate with MBEs/WBEs for specific subbids including, at a minimum:
    - (a) The names, addresses, and telephone numbers of MBEs/WBEs who were contacted.
    - (b) A description of the information provided to MBEs/WBEs regarding the plans and specifications for portions of the work to be performed.
  - (3) A list of reasons why MBE/WBE quotes were not accepted.
  - (4) Efforts made to assist the MBEs/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.
- (B) Decertification Replacement
- (1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
  - (2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another similarly certified MBE/WBE subcontractor to perform at least the same amount of work to meet the MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

### **Changes in the Work**

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

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

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

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

### **Reports and Documentation**

A SAF (*Subcontract Approval Form*) shall be submitted for all work which is to be performed by a MBE/WBE subcontractor. The Department reserves the right to require copies of actual subcontract agreements involving MBE/WBE subcontractors.

When using transportation services to meet the contract commitment, the Contractor shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to beginning construction on the project. The plan shall include the names of all trucking firms proposed for use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

Within 30 calendar days of entering into an agreement with a MBE/WBE for materials, supplies or services, not otherwise documented by the SAF as specified above, the Contractor shall furnish the Engineer a copy of the agreement. The documentation shall also indicate the percentage (60% or 100%) of expenditures claimed for MBE/WBE credit.

### **Reporting Minority and Women Business Enterprise Participation**

The Contractor shall provide the Engineer with an accounting of payments made to all MBE and WBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

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

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

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

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

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

At any time, the Engineer can request written verification of subcontractor payments. The Contractor shall report the accounting of payments through the Department's DBE Payment Tracking System.

### **Failure to Meet Contract Requirements**

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2012 Standard Specifications* may be cause to disqualify the Contractor.

### **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.

### **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.

### **RESOURCE CONSERVATION AND ENVIRONMENTALLY SUSTAINABLE PRACTICES:**

(5-21-13) (Rev. 5-19-15)

104-13

SP1 G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(3), and NCGS 136-28.8, it is the objective of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, to find ways to recycle and reuse materials, to consider and minimize, where economically feasible, the environmental impacts associated with agency land use and acquisition, construction, maintenance and facility management for the benefit of the Citizens of North Carolina.

To achieve the mission of reducing environmental impacts across the state, the Department is committed to supporting the efforts to initiate, develop and use products and construction methods that incorporate the use of recycled, solid waste products and environmentally sustainable practices in accordance with Article 104-13 of the *Standard Specifications*.

Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills and any practice that minimizes the environmental impact on the project annually on the Project Construction Reuse and Recycling Reporting Form. The Project Construction Reuse and Recycling Reporting Form and a location tool for local recycling facilities are available at:

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

Submit the Project Construction Reuse and Recycling Reporting Form by August 1 annually to [valuemanagementunit@ncdot.gov](mailto:valuemanagementunit@ncdot.gov). For questions regarding the form or reporting, please contact the State Value Management Engineer at 919-707-4810.

### **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.

### **IRAN DIVESTMENT ACT:**

(5-17-16)

SP01 G151

As a result of the Iran Divestment Act of 2015 (Act), Article 6E, N.C. General Statute § 147-86.55, the State Treasurer published the Final Divestment List (List) which includes the Final Divestment List-Iran, and the Parent and Subsidiary Guidance-Iran. These lists identify companies and persons engaged in investment activities in Iran and will be updated every 180 days. The List can be found at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>

By submitting the Offer, the Contractor certifies that, as of the date of this bid, it is not on the then-current List created by the State Treasurer. The Contractor must notify the Department immediately if, at any time before the award of the contract, it is added to the List.

As an ongoing obligation, the Contractor must notify the Department immediately if, at any time during the contract term, it is added to the List. Consistent with § 147-86.59, the Contractor shall not contract with any person to perform a part of the work if, at the time the subcontract is signed, that person is on the then-current List.

During the term of the Contract, should the Department receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract.

**TWELVE MONTH GUARANTEE:**

(7-15-03)

SPI 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.

**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)

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.

**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.



**PROJECT SPECIAL PROVISIONS (SIGNING)****SCOPE OF WORK:**

This contract is for the installation, modification, repair, and maintenance of roadway signing, including Guide Signs and Specific Information (LOGO) Signs, along Interstates and Freeways in Mecklenburg and Cabarrus Counties. The Contractor shall furnish all labor and materials for the project in accordance with the 2012 Standard Specifications and/or Special Provisions herein.

**CRANE SAFETY:**

Comply with the manufacturer specifications and limitations applicable to the operation of any and all cranes and derricks. Prime contractors, sub-contractors, and fully operated rental companies shall comply with the current Occupational Safety and Health Administration regulations (OSHA).

Submit all items listed below to the Engineer prior to beginning crane operations involving critical lifts. A critical lift is defined as any lift that exceeds 75 percent of the manufacturer's crane chart capacity for the radius at which the load will be lifted or requires the use of more than one crane. Changes in personnel or equipment must be reported to the Engineer and all applicable items listed below must be updated and submitted prior to continuing with crane operations.

**Crane Safety Submittal List**

- A. Competent Person: Provide the name and qualifications of the "Competent Person" responsible for crane safety and lifting operations. The named competent person will have the responsibility and authority to stop any work activity due to safety concerns.
- B. Riggers: Provide the qualifications and experience of the persons responsible for rigging operations. Qualifications and experience should include, but not be limited to, weight calculations, center of gravity determinations, selection and inspection of sling and rigging equipment, and safe rigging practices.
- C. Crane Inspections: Inspection records for all cranes shall be current and readily accessible for review upon request.
- D. Certifications: By July 1, 2006, crane operators performing critical lifts shall be certified by NC CCO (National Commission for the Certification of Crane Operators), or satisfactorily complete the Carolinas AGC's Professional Crane Operator's Proficiency Program. Other approved nationally accredited programs will be considered upon request. All crane operators shall also have a current CDL medical card. Submit a list of anticipated critical lifts and corresponding crane operator(s). Include current certification for the type of crane operated (small hydraulic, large hydraulic, small lattice, large lattice) and medical evaluations for each operator.

**STATE FURNISHED SIGNS:**

The State will furnish the signs for each project. All signs for new structure installation will be made available to the contractor at the North Carolina Department of Correction Sign Facility in Bunn, North Carolina. A copy of the purchase order and a letter of authorization from the Engineer will serve as the contractor's authorization to pick up the signs. Transportation of the signs to their location of installation is the responsibility of the contractor, the cost of which shall be incidental to each line item.

Material and testing personnel will review and inspect the sign panels at the Department of Corrections Facility in Bunn, North Carolina prior to the signs being packaged and crated for shipment. Any inspection the contractor wishes to make before taking delivery and possession of the signs will be at the discretion and expense of the contractor and shall be done at no cost to the Department of Transportation.

Once the contractor has taken possession of the sign panels, he shall be responsible for any damage and/or theft that occurs to the sign panels until they are accepted by the Engineer. Any damages incurred to the signs while in the responsibility of the contractor shall be acceptably repaired or otherwise corrected by the contractor at no cost to the Department of Transportation. If requested by the contractor, the Division of Highways will have repairs made at the Department of Correction and deduct any associated costs from monies due the contractor. The contractor shall transport the signs to the project and erect the signs on supports, which he has provided and erected. The contractor shall clean all signs prior to acceptance by the Engineer. The contractor shall provide all mounting hardware, consisting of, but not limited to, backing plates, mounting bolts, washers, shims and nuts. Upon Satisfactory completion of all signing items, and upon request by the contractor, the Engineer will accept for Maintenance the completed signing items. Mounting holes will be provided in the "Z" stringers of the signs in accordance with the details shown in the plans. The centerline locations of supports relative to the sign's width ("P" and "R" dimensions) are shown in the plans. The panels required in type F sign assemblies would be considered one sign.

**DATE OF ERECTION OF SIGNS:**

The contractor shall date the erection of signs and sign assemblies using printed stickers to be provided to him. The sticker is designed for the date to be indicated by punching the appropriate day, month and year numbers out of the sticker using a hole punch. The sticker has a pre-adhesive back exposed by removing a peel-off liner. The contractor shall punch a sticker and affix to each sign and panel in a sign assembly to show the date it is erected. A sufficient quantity of the stickers to allow one to be placed on each sign and panel in an assembly will be provided to the contractor at the time he takes possession of the state-furnished signs.

**ATTACH LOGO TO MAINLINE SIGNS:**

Attach the business logo panels to the existing blue panel logo signs on the interstate. The contractor shall attach logo panels to the mainline signs with ten (10) 1/8 inch diameter rivets of the "pull through" type. The logo panels shall be furnished by businesses with 5/32-inch diameter holes pre-drilled in them. The contractor shall drill 5/32 inch holes in the background

signs to match those in the logo panels for attaching the panels to the background signs. Logo panel placements are to be installed according to the sketch sheets in the plans.

Businesses that participate in the Logo Program are required to furnish their own logo panels and have them delivered to the Traffic Services Building at 903 Coble Ave, Albemarle, North Carolina 28001. All logo panels will be available at this address for pick-up and delivery by the contractor on this project. These panels may be picked up, with prior notice, from 8:00 AM to 3:00 PM Monday through Friday. Transportation of the signs from the NCDOT Office to the installation location, as well as all mounting hardware, shall be provided by the contractor. The cost of which shall be incidental to the line item.

The Quantity of logos attached to mainline signs to be paid for will be the actual number of logos attached to the background signs. The estimate is based on anticipated participation by businesses.

The contractor shall submit for approval prior to start of the work several samples of the rivets he proposes to use along with adequate descriptive catalog literature.

#### **ATTACH LOGO TO RAMP SIGN:**

Attach the business logo panels to the existing blue panel logo signs on the interstate exit ramps. The contractor shall attach logo panels to the ramp signs with four (4) 1/8 inch diameter rivets of the "pull through" type. The logo panels shall be furnished by businesses with 5/32-inch diameter holes pre-drilled in them. The contractor shall drill 5/32 inch holes in the background signs to match those in the logo panels for attaching the panels to the background signs. Logo panel placements are to be according to that shown on the sketch sheets in the plans.

Businesses that participate in the Logo Program are required to furnish their own logo panels and have them delivered to the Traffic Services Building at 903 Coble Ave, Albemarle, North Carolina 28001. All logo panels will be available at this address for pick-up and delivery by the contractor on this project. These panels may be picked up, with prior notice, from 8:00 AM to 3:00 PM Monday through Friday. Transportation of the signs from the NCDOT Office to the installation location, as well as all mounting hardware, shall be provided by the contractor. The cost of which shall be incidental to the line item.

The contractor shall submit for approval prior to start of the work several samples of the rivets he proposes to use along with adequate descriptive catalog literature.

The Quantity of logos attached to ramp signs to be paid for will be the actual number of logos attached to the background signs. The estimate is based on anticipated participation by businesses.

#### **REMOVE LOGO FROM MAINLINE OR RAMP SIGNS:**

All logo mainline and ramp signs shall be removed in a safe manner that does not cause damage to the existing blue logo sign or the individual business logo panel.

All logo panels are the property of the individual businesses. Removed business panels shall be returned to the Traffic Services office at 903 Coble Ave., Albemarle, NC.

**ATTACH DISTANCE PANELS:**

The distance panels shall be installed under the ramp logo panels. The contractor shall attach logo panels to the ramp signs with four (4) 1/8 inch diameter rivets of the “pull through” type. The distance panels shall have a distance and a directional arrow and shall be furnished to the contractor by the NCDOT.

**REMOVE DISTANCE PANELS:**

All distance panels shall be removed in a safe manner that does not cause damage to the existing blue logo sign or the distance panel.

All distance panels are the property of the NCDOT and shall be returned to the Traffic Services office at 903 Coble Ave., Albemarle, NC.

**ATTACH SIGNS TO U-CHANNEL POST:**

The contractor shall attach assorted signs to existing u-channel posts by using approved bolts, nuts and washers. See Detail 903.30 of the *NCDOT Roadway Standard Drawings*.

**REMOVE SIGNS FROM U-CHANNEL POST:**

The contractor shall remove assorted signs from the existing u-channel post in a safe manner. All business logo panels and arrows shall be returned to the Traffic Services, 903 Coble Ave, Albemarle, NC.

**ERECT 3 LB. U-CHANNEL POST:**

The contractor shall install U-channel posts by driving a 5 ft. anchor 3 lb. U-channel post into the ground to a minimum depth of 3 feet. Various lengths of 3 lb. U-channel posts shall be bolted onto the anchor post to get the required sign height. The connector bolts and other installation hardware shall be incidental to the line item. There shall be a minimum number of 2 bolts, which meets all NCDOT minimum requirements to connect the u-channel posts to one another. The cost shall be paid on a per each basis and the length shall be determined by the Engineer. New U-channel post shall be provided by the State.

**REMOVE 3 LB. U-CHANNEL POST:**

The entire u-channel post and 5 ft anchor post shall be pulled out of the ground unless otherwise directed by the Engineer or his designee. Disposal of the u-channel is the responsibility of the contractor and the cost incidental to the line item.

**LANE OR RAMP CLOSURE TRAFFIC CONTROL:**

The work covered by this Special Provision consists of furnishing, erecting, relocating, maintaining and removing portable temporary traffic control devices necessary for controlling traffic during an actual lane or ramp closure. Portable temporary traffic control devices shall include but not be limited to portable signs, barricades, cones, delineators, flaggers, pilot vehicles and any other provision included in this contract.

In accordance with Section 1089-1 of the *Standard Specifications*, reflective sheeting for signs and barricades shall be enclosed lens (Engineers Grade) sheeting and shall be used on all sign and barricade facing. It shall meet the requirements of Federal Specification L-S-300C for minimum reflectivity for sheeting and tape. If cones or tubular markers are used for delineation at night, each device shall have an appropriate white collar as detailed on the plans. Reflective sheeting for these collars shall be encapsulated lens reflective sheeting and shall be used on the entire collar face. It shall meet the requirements of Federal Specification L-S-300C for reflectivity for sheeting and tape. All reflective sheeting shall have a smooth, sealed outer surface, which will display the same color both day and night. The reflective sheeting on each sign shall have a smooth appearance. The reflective sheeting shall be so that there are no bubbles or wrinkles in the material.

The contractor shall furnish a material certification in accordance with section 106-3 of the *Standard Specification* for all new and used reflective sheeting.

The contractor shall give a minimum of forty-eight (48) hour notice for all Lane Closures. Failure to give this notice will be grounds for the State to withhold payment for the Lane Closure. Interstate lane and ramp closures must be approved by Mike Campbell, Interstate Project Manager, 704-847-0378.

There shall be only one (1) Lane or Ramp Closure for Traffic Control item paid per sign structure installation. Payment for the installation of Traffic Control will be on the basis of a per each item where needed and will include all required materials covered under Section 1089 of the *Standard Specifications*. No payment shall be paid for shoulder closures, as this will be considered incidental to other line items. If confirmed necessary by the Engineer, one (1) lane closure or ramp closure for traffic control line items may be paid per sign structure installation. The quantity of unit or lump sum price and payment will be full compensation for all work of furnishing, erecting, relocating, maintaining and removing portable temporary traffic control devices as required by this special provision.

**REINFORCED FOOTINGS FOR GROUND MOUNTED SIGNS:**

Footings for ground mounted signs will be in accordance with Section 902 of the *Standard Specifications* and this provision.

Auger holes to the specified size and depth, install reinforcement rebar and pour Class A concrete as per the submitted plans. All footings shall be in complete compliance with the drawn plans supplied to the contractor. All materials and methods shall meet the *Standard Specifications*.

The Department reserves the right to inspect any work and sample any material during installation.

**PLAIN FOOTINGS FOR GROUND MOUNTED SIGNS:**

Footings for ground mounted signs will be in accordance with Section 902 of the *Standard Specifications* and this provision.

Auger holes to the specified size and depth, and pour Class A concrete as per the submitted plans. All footings shall be in complete compliance with the drawn plans supplied to the contractor. All materials and methods shall meet the *Standard Specifications*.

The Department reserves the right to inspect any work and sample any material during installation.

**BREAKAWAY STEEL BEAM SIGN SUPPORTS:**

Ground mounted sign supports will be in accordance with Section 903 of the *Standard Specifications* and this provision.

The Contractor shall be responsible for ordering all steel beam sign supports in accordance with the supplied plans. Any sign that is not behind a guard rail system shall be of the breakaway design as per *Roadway Standard Drawings* Sheet 903.10. Payment shall be made based on the pounds of steel installed and all quantities shall be paid in accordance with the supplied plans. All hardware is included in the steel weight and is considered incidental to the support installation.

The Department reserves the right to inspect any work and sample any material during installation.

**SIMPLE STEEL BEAM SIGN SUPPORTS:**

Ground mounted sign supports will be in accordance with Section 903 of the *Standard Specifications* and this provision.

The Contractor shall be responsible for ordering all steel beam sign supports in accordance with the supplied plans. Any sign that is behind a guard rail system may be of the simple steel design. Payment shall be made based on the pounds of steel installed and all quantities shall be paid in accordance with the supplied plans. All hardware is included in the steel weight and is considered incidental to the support installation.

The Department reserves the right to inspect any work and sample any material during installation.

**TYPE A SIGN ERECTION (GROUND MOUNTED):**

Sign Erection will be made in accordance with Section 904 of the *Standard Specifications* and this provision.

Attach the signs to supports as shown in the plans or in the approved shop drawings. Make sure that the face of the sign is flat. Any appreciable buckling or warping of the sign face will be cause for rejection of the entire sign.

Erection of all ground mounted Type A signs shall be installed by the required method of attachment shown in the plans. Affix these signs per Standard 901.80 of the *2012 NCDOT Roadway Standard Drawings*. Payment for Type A sign erection shall be on a per each basis.

The Department reserves the right to inspect any work and sample any material during installation.

**TYPE A AND TYPE B SIGN ERECTION (OVERHEAD INSTALLATION):**

Attach the signs to supports as shown in the plans or in the approved shop drawings. Make sure that the face of the sign is flat. Any appreciable buckling or warping of the sign face will be cause for rejection of the entire sign.

Erection of all overhead Type A signs shall be installed by the required method of attachment shown in the plans. Affix these signs per Standard 901.80 of the *2012 NCDOT Roadway Standard Drawings*. Payment for Type A sign erection shall be on a per each basis.

Erection of all overhead Type B signs shall be installed by the required method of attachment shown in the plans. Affix these signs per Standard 901.80 of the *2012 NCDOT Roadway Standard Drawings* or by bolting vertical Z bars to the horizontal supports of the primary sign structure. Payment for Type B sign erection shall be on a per each basis.

The Department reserves the right to inspect any work and sample any material during installation.

**TYPE B SIGN ERECTION (GROUND MOUNTED):**

Sign Erection will be made in accordance with Section 904 of the *Standard Specifications* and this provision.

Attach the signs to supports as shown in the plans or in the approved shop drawings. Make sure that the face of the sign is flat. Any appreciable buckling or warping of the sign face will be cause for rejection of the entire sign.

Erection of all ground mounted Type B signs shall be installed by the required method of attachment shown in the plans. Affix these signs per Standard 901.80 of the *2012 NCDOT Roadway Standard Drawings*. Payment for Type B sign erection shall be on a per each basis.

The Department reserves the right to inspect any work and sample any material during installation.

**DISPOSAL OF GROUND MOUNTED SIGNS:**

Disposal of ground mounted signs will be in accordance with Section 907 of the *Standard Specifications* and this provision.

The Contractor shall have the responsibility of removing and destroying all ground mounted signs, which are not to be returned to an individual owner (logo signs). Removal and disposal of materials shall be in compliance with all Local, State and Federal Disposal Laws.

**DISPOSAL OF GROUND MOUNTED SIGN SUPPORTS:**

Disposal of sign supports will be in accordance with Section 907 of the *Standard Specifications* and this provision.

The Contractor shall have the responsibility of removing and disposing of all sign supports, which are no longer needed for other signs. Removal and disposal of materials shall be in compliance with all Local, State and Federal Disposal Laws.

**DISPOSAL OF OVERHEAD SIGNS:**

Disposal of overhead signs will be in accordance with Section 907 of the *Standard Specifications* and this provision.

The Contractor shall have the responsibility of removing and disposing of all overhead signs, which are not to be returned to an individual owner (logo signs). Removal and disposal of materials shall be in compliance with all Local, State and Federal Disposal Laws.



**DISPOSAL OF SIGN FOOTINGS:**

The footings of any Type A or Type B signs will be removed from the state right-of-way when the existing Type A or Type B sign is to be permanently removed or relocated, unless otherwise directed by the Engineer. Payment for removal of footings will be on a per each basis. Removal and disposal of materials shall be in compliance with all Local, State and Federal Disposal Laws.

**ATTACH OVERLAY ON TYPE A & B GROUND MOUNTED SIGNS:**

The Contractor shall have the responsibility for installing an overlay panel on an existing sign. The contractor shall attach an overlay to the sign with 1/8 inch diameter rivets of the “pull through” type. The minimum number of rivets shall be specified by the Engineer. The overlay panel shall be fabricated and furnished by the Department.

**ATTACH OVERLAY ON TYPE A OVERHEAD SIGNS:**

The Contractor shall have the responsibility for installing an overlay panel on an existing sign. The contractor shall attach an overlay to the sign with 1/8 inch diameter rivets of the “pull through” type. The minimum number of rivets shall be specified by the Engineer. The overlay panel shall be fabricated and furnished by the Department.

**RESPONSE AND REMOVAL OF SIGNS AND STEEL DUE TO DAMAGE:**

The Contractor will respond to an accident and/ or emergency site upon notification by designated NCDOT employee to remove damaged sign and/or steel which is deemed as a hazard or nuisance to the public. Contractor shall respond and complete removal of hazard caused by damaged sign in the designated contract time period of either 12 hours or 48 hours as NCDOT’s notification will designate. Notification procedure and time stamp procedure will be agreed upon between the Department and the Contractor during the preconstruction meeting.

**Measurement and Payment**

Response and Removal of Signs and Steel will be measured and paid in units of each. Such price includes, but is not limited to removal, cleanup and disposal of all sign and steel which are not to be returned to an individual owner. Removal and disposal of materials shall be in compliance with all Local, State and Federal Disposal Laws.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Clean up and Removal of Sign Damage	Each
Emergency Removal of Sign Damage	Each

**Note: Response and Removal contract line items are subject to Liquidated damages.**

**REMOVE AND REINSTALL GROUND MOUNTED SIGNS DUE TO SUPPORT DAMAGE:**

The Contractor shall remove and reinstall either type A or Type B Signs which have incurred damage to breakaway support. Resetting existing steel support shall include all materials including but not limited to Friction Plate, Hinge Plate, Bolts, etc.

**TRAFFIC CONTROL:**

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

Use a lane closure (refer to the *Roadway Standard Drawings* Nos. 1101.02, 1101.11, 1110.02, 1130.01 and details for the Advance Work Zone signing in contract) or a slow-moving operation as shown in details of this contract. 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 the *Roadway Standard Drawings* Nos. 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, 1170.01 and 1180.01 when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal. Properly ballasted cones may be used instead of drums for lane closures during daylight hours. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 3 miles in length at any given time unless otherwise directed 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 *Standard Specifications* and the Engineer.

When personnel and equipment are working on the shoulder adjacent to an undivided facility and within 5 feet of an open travel lane, close the nearest open travel lane using the *Roadway Standard Drawings* No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and equipment are working on the shoulder, adjacent to a divided facility and within 10 feet of an open travel lane, close the nearest open travel lane using the *Roadway Standard Drawings* No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the traffic control plans, *Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and 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. The Contractor shall not close more than one lane at a time without written permission from the Engineer. Do not perform work involving heavy

equipment within 15 feet of the edge of travel way when work is being performed behind a lane closure on the opposite side of the travel way. 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 placement, pavement marker installation and pesticide spraying, the slow moving operation caravan shall consist, as a minimum, of the vehicles and devices shown on the Moving Operation Caravan Detail(s) herein. 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.

Submit a written sequence of operation for all maps to the Engineer at the first pre-construction meeting for approval by the Engineer. Approved sequence cannot be altered without written permission of the Engineer.

Maintain vehicular access in accordance with Section 1101-13 of the *Standard Specifications* using suitable backfill material approved by the Engineer.

Operate equipment and conduct operations in the same direction as the flow of traffic. Do not cross medians with equipment, except at properly designated interchanges.

Review and record the existing pavement markings and markers prior to resurfacing. Use the record of existing pavement markings and markers in conjunction with the *Roadway Standard Drawings* to re-establish the proposed pavement markings and markers unless otherwise directed by the Engineer.

Provide appropriate lighting in accordance with Section 1413 of the *Standard Specifications*.

Contractor will be paid for all traffic control items that have been included in the contract. No direct payment will be made for providing other traffic control as required herein, as the cost of same will be considered incidental to the work being paid for under those various traffic control items that have been included. Where the Contractor maintains traffic as required herein but no specific pay items have been included in the contract, all associated costs will be considered incidental to the work being paid for under the various items in the 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 January 1, 2012.

**ERRATA:**

(1-17-12) (Rev. 04-21-15)

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 7**

**Page 7-1, Article 700-3, CONCRETE HAULING EQUIPMENT**, line 33, replace “competition” with “completion”.

**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”.

**PLANT AND PEST QUARANTINES:**

**(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, And Other Noxious Weeds)**

(3-18-03) (Rev. 12-20-16)

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, 919-707-3730, or <http://www.ncagr.gov/plantindustry/> 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, emerald

ash borer, 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.

**AWARD OF CONTRACT:**

(6-28-77)(Rev 2/16/2016)

Z-6

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

**TITLE VI AND NONDISCRIMINATION**

**I. Title VI Assurance**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**(1) Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation

(hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**(2) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**(4) Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the North Carolina Department of Transportation (NCDOT) or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the NCDOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

**(5) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the NCDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

**(6) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as the NCDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the NCDOT to enter into such litigation to protect the interests of the NCDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **II. Title VI Nondiscrimination Program**

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d, provides that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The broader application of nondiscrimination law is



found in other statutes, executive orders, and regulations (see Section III, Pertinent Nondiscrimination Authorities), which provide additional protections based on age, sex, disability and religion. In addition, the 1987 Civil Rights Restoration Act extends nondiscrimination coverage to all programs and activities of federal-aid recipients and contractors, including those that are not federally-funded.

#### *Nondiscrimination Assurance*

The North Carolina Department of Transportation (NCDOT) hereby gives assurance that no person shall on the ground of race, color, national origin, sex, age, and disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and any other related Civil Rights authorities, whether those programs and activities are federally funded or not.

#### *Obligation*

During the performance of this contract, the Contractor and its subcontractors are responsible for complying with NCDOT's Title VI Program. The Contractor must ensure that NCDOT's Notice of Nondiscrimination is posted in conspicuous locations accessible to all employees and subcontractors on the jobsite, along with the Contractor's own Equal Employment Opportunity (EEO) Policy Statement. The Contractor shall physically incorporate this "**TITLE VI AND NONDISCRIMINATION**" language, in its entirety, into all its subcontracts on federally-assisted and state-funded NCDOT-owned projects, and ensure its inclusion by subcontractors into all subsequent lower tier subcontracts. The Contractor and its subcontractors shall also physically incorporate the **FHWA-1273**, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only. The Contractor is also responsible for making its subcontractors aware of NCDOT's Discrimination Complaints Process, as follows:

### **FILING OF COMPLAINTS**

- 1. Applicability** – These complaint procedures apply to the beneficiaries of the NCDOT's programs, activities, and services, including, but not limited to, members of the public, contractors, subcontractors, consultants, and other sub-recipients of federal and state funds.
- 2. Eligibility** – Any person or class of persons who believes he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities, based upon race, color, sex, age, national origin, or disability, may file a written complaint with NCDOT's Civil Rights office. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative, and must be in writing.
- 3. Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:
  - The date of the alleged act of discrimination; or
  - The date when the person(s) became aware of the alleged discrimination; or
  - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Title VI and other discrimination complaints may be submitted to the following entities:

- **North Carolina Department of Transportation**, Office of Equal Opportunity & Workforce Services (EOWS), External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1808 or toll free 800-522-0453
- **US Department of Transportation**, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

**Federal Highway Administration**, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010

**Federal Highway Administration**, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8<sup>th</sup> Floor, E81-314, Washington, DC 20590, 202-366-0693 / 366-0752

**Federal Transit Administration**, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5<sup>th</sup> Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590

**Federal Aviation Administration**, Office of Civil Rights, 800 Independence Avenue, SW, Washington, DC 20591, 202-267-3258

- **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228

4. **Format for Complaints** – Complaints must be in **writing** and **signed** by the complainant(s) or a representative and include the complainant’s name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages including Braille.
5. **Discrimination Complaint Form** – Contact NCDOT EOWS at the phone number above to receive a full copy of the Discrimination Complaint Form and procedures.
6. **Complaint Basis** – Allegations must be based on issues involving race, color, national origin, sex, age, or disability. The term “basis” refers to the complainant’s membership in a protected group category. Contact this office to receive a Discrimination Complaint Form.

Protected Categories	Definition	Examples	Applicable Statutes and Regulations	
			FHWA	FTA
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; Circular 4702.1B
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.		
National Origin	Place of birth. Citizenship is not a factor. Discrimination	Mexican, Cuban, Japanese, Vietnamese,		

	based on language or a person's accent is also covered.	Chinese		
Sex	Gender	Women and Men	1973 Federal-Aid Highway Act	Title IX of the Education Amendments of 1972
Age	Persons of any age	21 year old person	Age Discrimination Act of 1975	
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, paraplegic, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990	

### **III. Pertinent Nondiscrimination Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs, as regards the use of Disadvantaged Business Enterprises (DBEs);
- Form FHWA-1273, "Required Contract Provisions," a collection of contract provisions and proposal notices that are generally applicable to *all Federal-aid construction projects* and must be made a part of, and physically incorporated into, *all federally-assisted contracts*, as well as appropriate subcontracts and purchase orders, particularly Sections II (Nondiscrimination) and III (Nonsegregated Facilities).

### **ON-THE-JOB TRAINING:**

(10-16-07) (Rev. 4-21-15)

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.\

### **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.

**NAME CHANGE FOR NCDENR:**

(1-19-16)

Z-11

Wherever in the 2012 Standard Specifications, Project Special Provisions, Standard Special Provisions, Permits or Plans that reference is made to “NCDENR” or “North Carolina Department of Environment and Natural Resources”, replace with “NCDEQ” or North Carolina Department of Environmental Quality” respectively, as the case may be.

<b><u>LISTING OF MBE/WBE SUBCONTRACTORS</u></b>					
Firm Name and Address	Circle One	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
<b>Name</b>  Address	MBE  WBE				
<b>Name</b>  Address	MBE  WBE				
<b>Name</b>  Address	MBE  WBE				
<b>Name</b>  Address	MBE  WBE				
<b>Name</b>  Address	MBE  WBE				
<b>Name</b>  Address	MBE  WBE				

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

\*\* Dollar Volume of MBE/WBE Subcontractor Percentage of Total Contract Bid Price:  
*If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.  
 If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.*



<b>LISTING OF MBE/WBE SUBCONTRACTORS</b>					Sheet _____ of _____
Firm Name and Address	Circle One	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
<b>Name</b>  Address	MBE  WBE				
<b>Name</b>  Address	MBE  WBE				
<b>Name</b>  Address	MBE  WBE				
<b>Name</b>  Address	MBE  WBE				
<b>Name</b>  Address	MBE  WBE				

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

\*\* Dollar Volume of MBE/WBE Subcontractor Percentage of Total Contract Bid Price:

**\*\* Dollar Volume of MBE Subcontractor** \$ \_\_\_\_\_

**MBE Percentage of Total Contract Bid Price** \_\_\_\_\_%

**\*\* Dollar Volume of WBE Subcontractor** \$ \_\_\_\_\_

**WBE Percentage of Total Contract Bid Price** \_\_\_\_\_%

*If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.  
If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.*

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR**

<b>CONTRACT:</b>	<b>NAME OF BIDDER:</b>
------------------	------------------------

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Local Public Agency as:

Name of MBE/WBE/DBE Subcontractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Please check all that apply:  
 Minority Business Enterprise (MBE)\_\_\_\_  
 Women Business Enterprise (WBE)\_\_\_\_  
 Disadvantaged Business Enterprise (DBE)\_\_\_\_

The MBE /WBE /DBE status of the above named subcontractor is certified by the North Carolina Department of Transportation. The above named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Local Public Agency. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the "attached" MBE/WBE/DBE Commitment Items sheet:

Amount \$ \_\_\_\_\_

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

**Affirmation**

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

\_\_\_\_\_  
Name of MBE/ WBE/ DBE Subcontractor

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature / Title

\_\_\_\_\_  
Signature / Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**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):** \_\_\_\_\_

- 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 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:

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

\_\_\_\_\_  
NAME (Print or Type)

\_\_\_\_\_  
TITLE (Print or Type)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PHONE NUMBER

To avoid payment delays, completed forms should be returned promptly to the Contract Administrator.

**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\_\_.

**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**

\_\_\_\_\_ 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

**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
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

**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**

**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 Municipality if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Municipality, 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 Municipality project representative.
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 Municipal contracts, unless authorized by the Municipality.
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 Municipality, 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 Municipality 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.

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
RALEIGH, NC

BID BOND

Principal: \_\_\_\_\_
Name of Principal Contractor

Surety: \_\_\_\_\_
Name of Surety

Contract Number: \_\_\_\_\_ County: \_\_\_\_\_

Date of Bid: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the Department of Transportation in the full and just sum of five (5) percent of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the proposal, and if the Board of Transportation shall award a contract to the Principal, the Principal shall, within fourteen (14) calendar days after written notice of award is received by him, provide bonds with good and sufficient surety, as required for the faithful performance of the contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal requests permission to withdraw his bid due to mistake in accordance with the provisions of Article 103-3 of the Standard Specifications for Roads and Structures, the conditions and obligations of this Bid Bond shall remain in full force and effect until the Department of Transportation makes a final determination to either allow the bid to be withdrawn or to proceed with award of the contract. In the event a determination is made to award the contract, the Principal shall have fourteen (14) calendar days to comply with the requirements set forth above. In the event the Principal withdraws its bid after bids are opened except as provided in Article 103-3, or after award of the contract has been made fails to execute such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the bid bond shall be immediately paid to the Department of Transportation as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
General Agent or Attorney-in-Fact Signature

Seal of Surety

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

69  
BID BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

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

\_\_\_\_\_  
Address as prequalified

By \_\_\_\_\_  
Signature of **President, Vice President, Assistant Vice President**  
*Select appropriate title*

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

*Affix Corporate Seal*

Attest \_\_\_\_\_  
Signature of **Secretary, Assistant Secretary**  
*Select appropriate title*

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

**BID BOND**

**LIMITED LIABILITY COMPANY**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

\_\_\_\_\_

Full name of Firm

\_\_\_\_\_

Address as prequalified

**Signature of Member/  
Manager/Authorized Agent**

\_\_\_\_\_

Individually

\_\_\_\_\_

Print or type Signer's name

**71**  
**BID BOND**

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

\_\_\_\_\_

Individual Name

Trading and doing business as

\_\_\_\_\_

Full name of Firm

\_\_\_\_\_

Address as prequalified

Signature of Contractor

\_\_\_\_\_

Individually

\_\_\_\_\_

Print or type Signer's name

\_\_\_\_\_

Signature of Witness

\_\_\_\_\_

Print or type Signer's name

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

SIGNATURE OF CONTRACTOR (Principal)

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



**73**  
**BID BOND**

**PARTNERSHIP**

SIGNATURE OF CONTRACTOR (Principal)

---

Full name of Partnership

---

Address as prequalified

By

---

Signature of Partner

---

Print or type Signer's name

---

Signature of Witness

---

Print or type Signer's name

**BID BOND**  
**JOINT VENTURE (2 or 3)**  
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(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*

**75**  
**ADDENDUM(S)**

(3-3-2014)

ADDENDUM #1

I, \_\_\_\_\_ representing \_\_\_\_\_  
(SIGNATURE)

Acknowledge receipt of Addendum #1.

ADDENDUM #2

I, \_\_\_\_\_ representing \_\_\_\_\_  
(SIGNATURE)

Acknowledge receipt of Addendum #2.

ADDENDUM #3

I, \_\_\_\_\_ representing \_\_\_\_\_  
(SIGNATURE)

Acknowledge receipt of Addendum #3.

**CONTRACT BID FORM**

WBS ELEMENT: 10.106012, 10.101332, 10.106032, etc.

ITEM NO.	SEC NO.	ITEM DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	AMOUNT BID
1	SP	Attach Logo to Mainline Sign	180	EA		
2	SP	Attach Logo to Ramp Sign	180	EA		
3	SP	Remove Logo from Mainline Sign	150	EA		
4	SP	Remove Logo from Ramp Sign	150	EA		
5	SP	Attach Distance Panel (LOGO)	180	EA		
6	SP	Remove Distance Panel (LOGO)	100	EA		
7	SP	Attach Signs to U-Channel Post	150	EA		
8	SP	Remove Signs from U-Channel Post	50	EA		
9	SP	Erect 3LB. U-Channel Post – 5 ft	50	EA		
10	SP	Erect 3LB. U-Channel Post – 8 ft	10	EA		
11	SP	Erect 3LB. U-Channel Post – 10 ft	50	EA		
12	SP	Erect 3LB. U-Channel Post – 12 ft	10	EA		
13	SP	Remove 3LB. U-Channel Post – any length	20	EA		
14	SP	Lane and Ramp Closure for Traffic Control	10	EA		
15	SP	Reinforced Concrete for Sign Foundation Ground Mounted Signs	50	CY		
16	SP	Plain Concrete for Sign Foundation for Ground Mounted Signs	20	CY		
17	SP	Supports, Breakaway Steel Beam Sign	25,000	LB		
18	SP	Supports, Simple Steel Beam Sign	1,000	LB		
19	SP	Sign Erection, Type A Ground Mounted	75	EA		
20	SP	Sign Erection, Type A or Type B Overhead	10	EA		
21	SP	Sign Erection, Type B Ground Mounted	10	EA		
22	SP	Disposal of Ground Mounted Signs	30	EA		
23	SP	Disposal of Overhead Signs	10	EA		
24	SP	Disposal of Ground Mounted Sign Supports	40	EA		
25	SP	Disposal of Ground Mounted Sign Footings	40	EA		
26	SP	Attach State Furnished Overlay to A & B Ground Mounted < 20sf in size	10	EA		
27	SP	Attach State Furnished Overlay to A & B Ground Mounted ≥ 20sf	10	EA		

28	SP	Attach State Furnished Overlay to Overhead Sign	10	EA		
29	SP	Clean up and Removal of Sign Damage	12	EA		
30	SP	Emergency Removal of Sign Damage	5	EA		
31	SP	Remove and Reinstall Type A Ground Mounted Sign	25	EA		
32	SP	Remove and Reinstall Type B Ground Mounted Sign	10	EA		
33	SP	Reset Existing Steel Support of Ground Mounted Sign	10	EA		

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

CONTRACTOR \_\_\_\_\_ Federal ID No. \_\_\_\_\_

ADDRESS \_\_\_\_\_ Contr. License No. \_\_\_\_\_

\_\_\_\_\_ Telephone No. \_\_\_\_\_

Vendor Number \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**CORPORATE  
SEAL**

