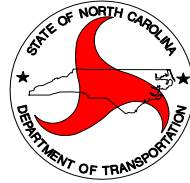


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 10

SMALL BUSINESS ENTERPRISE
CONTRACT PROPOSAL

COUNTY: Cabarrus **WBS ELEMENT:** 36247.10.2
ROUTE: Various State-Maintained Roads in the Above Named Counties
DESCRIPTION: Blanket Upgrade, Rebuilding and Maintenance of Existing Traffic Signal Equipment and Associated Construction Work
BID OPENING: Wednesday, November 7, 2012 @ 2:00 PM
AVAILABILITY DATE: Tuesday, January 1, 2013
COMPLETION DATE: Tuesday, December 31, 2013
FA# STP-000S (352) TIP# R-4701J

NOTICE:

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

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

ADDRESS OF BIDDER _____

RETURN BIDS TO: Mr. Sean Epperson, PE
NCDOT
716 West Main Street
Albemarle, NC 28001

INSTRUCTIONS TO BIDDERS

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

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

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. A bid bond or deposit is not required when submitting a bid for this project.
12. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE NCDOT DIVISION TEN ENGINEER'S OFFICE AT 716 WEST MAIN STREET, ALBEMARLE, NC 28001 BY WEDNESDAY, November 7, 2012 @ 2:00 PM.**
13. The sealed bid must display the following statement on the front of the sealed envelope:

**"Quotation for Blanket Upgrade, Rebuilding and Maintenance of Existing Traffic Signals
Equipment and Associated Construction Work in Cabarrus County WBS# 36247.10.2 opened at 2:00 PM on Wednesday, November 7,
2012."**

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

**NCDOT - DIVISION TEN
Attn: Mr. Sean Epperson, P.E.
716 West Main Street
Albemarle, NC 28001**

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

Standard Provisions

BIDDING REQUIREMENTS FOR SMALL BUSINESS ENTERPRISE (SBE) CONTRACTS

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

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

<https://apps.dot.state.nc.us/vendor/directory>

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

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

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

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

GENERAL

This blanket contract is for signal repair and maintenance work, for Cabarrus County of Division 10, on an as needed basis at various location in the in the described Counties. Work includes, but is not limited to, saw cutting roadway surface, placement of loop wire and sealant, trenching, placement of conduit and junction boxes, installing poles, guys, span wire, cables, heads, and conduit. Bids for each line item shall include the full cost of materials, labor, equipment and incidentals needed for completion of the work unless otherwise stated in the description of the line item.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the 2012 North Carolina Standard Specifications for Roads and Structures, the 2012 North Carolina Department of Transportation Roadway Standards Drawings, the current edition of the Manual of Uniform Traffic Control Devices (MUTCD), the latest requirements of the National Electrical Code, and all applicable local ordinances and regulations.

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

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 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.

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.

CONTRACTOR'S LICENSE

The successful bidder shall be required to hold the appropriate electrical contractors license in compliance with the NC state Board of Examiners of Electrical Contractors.

SUBLETTING OF CONTRACT

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

CONFORMITY WITH CONTRACT

The presence of the Engineer or an Inspector at the work site shall in no way lessen the Contractor's responsibility for conformity with the provisions of this contract. Should the Engineer or Inspector fail to point out work not in conformance with the plans and specifications, whether from lack of discovery or for any other reason, it shall in no way prevent later rejection or correction to the unsatisfactory work when discovered. The Contractor shall have no claim for losses suffered due to any necessary removals or repairs resulting from unsatisfactory work.

The Engineer or Inspector shall have the authority to suspend the work wholly or in part for such periods as he/she may deem necessary for any of the following reasons:

1. Conditions considered unfavorable for the suitable prosecution of the work,
2. The Contractor's failure to correct conditions unsafe for working staff or the general public.
3. The Contractor has not carried out orders given him/her by the Engineer, or
4. The Contractor's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions.

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.

PROSECUTION AND PROGRESS

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the Standard Specifications.

Work shall only be performed when weather and visibility conditions allow safe operations. The Contractor's vehicles and equipment shall not be parked within the State Highway System right of way overnight or at other times when work has been suspended unless approved by the Engineer, and in no case within 30 feet of the edge of pavement. The Engineer may designate specific locations for parking equipment.

NOTIFICATION OF OPERATIONS

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

TRAFFIC CONTROL AND WORK ZONE SAFETY

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, 2012 North Carolina Standard Specifications for Roads and Structures, 2012 NCDOT Roadway Standard Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. The Contractor shall conduct his/her operations so as to offer the least possible obstruction and inconvenience to the public and shall have under construction no greater length or amount of work that he/she can prosecute properly with due regards to the rights of the public. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

Public traffic shall be permitted to pass through the work-site with as little inconvenience and delay as possible. The Contractor shall maintain existing traffic patterns at all times except in the immediate work zone. Unless otherwise specified or directed by the Engineer, only one lane of traffic may be closed at any time. Lane closures shall not be permitted during periods of inclement weather or at other times when, in the opinion of the Engineer, the lane closure would be a hazard to traffic. Convenient access to driveways, houses, and buildings along the line of work shall be maintained. The Contractor shall use standard lane closures in accordance with NCDOT Highway Design Branch Roadway Standard Drawing Number 1101.02.

Traffic movements through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles. All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest.

Flaggers and warning signs shall be displayed during all flagging operations and shall be removed when flagging operations are going to cease for a period greater than 30 minutes. During periods of construction inactivity, the Contractor shall return the traffic pattern to the existing alignment.

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/her own responsibility that are reasonably necessary to protect the

life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

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

All traffic control shall be deemed incidental to the other line items in this contract.

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 receiving and carrying out directions from the Engineer or his authorized representatives. He/she shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his/her 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.

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 Test 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 by the Standard Specifications. Material which is not properly certified will not be accepted.

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 weightmaster's stamp or number
12. Public weighmaster's signature or initials in ink
13. Job mix formula number

WORK AREA

The Contractor shall clean the site of excess excavation, waste packing material, wire, and all other debris resulting from the work done. At the end of each workday the site shall be clear and clean. The Contractor will haul away any waste material and shall not dispose of any waste material in streams, storm sewers or on highway right-of-way. All areas that involve trenching or any disruption of top soil shall be graded and prepared for seeding.

The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent erosion and siltation. Silt fence and erosion control measures shall be installed in locations directed by the Engineer or his representative.

The Contractor shall be responsible for any/all damage to private and/or public property resulting from this work. The Department of Transportation assumes no liability regarding injury and/or property damage resulting from work performed by the Contractor.

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 72 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/her 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.

BASIS OF PAYMENT

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, tools and 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. 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.

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. 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.

Any claims for additional compensation and/or extension of the completion date shall be submitted to the Division Engineer with detailed justification within sixty (60) days after receipt of the final estimate payment. The failure on the part of the Contractor to submit the claim(s) within sixty (60) days shall be a bar to recovery. See Section 107-24 "Right of the Contractor to file Verified Claim."

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.

Quantities for this work are unknown but will be determined on an as needed basis. Determination of the apparent low bidder will be made by extending the unit prices quoted on the bid proposal form for the following quantities:

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

COMPENSATION

The quantity of unit or lump sum prices and payment will be full compensation for all work, including, but not limited to securing and installing NCDOT furnished material, transporting and storage of NCDOT furnished material, supervision, transportation, repair parts, equipment, machinery, tools, traffic control during construction, maintenance and return of all unused material and other incidental items necessary to complete the traffic signal. 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. 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.

OBSERVATION PERIOD AND FINAL ACCEPTANCE OF INSTALLATION

The observation period and corresponding guarantee of all equipment, material and workmanship will be enforced in accordance with the Standard Specifications Section 1098-1(C). Workmanship supplied in the installation shall be fully guaranteed for a period of six months and shall begin at the end of the observation period. During the observation period and six (6) month guarantee period, any part of the installation failing to meet requirements contained in this contract shall be replaced at no expense to NCDOT within fourteen (14) calendar days following notification by the Engineer. Once replaced or repaired, the observation period will be reset and begin again after inspection and acceptance by the Engineer.

The purpose of this observation period is to assess the operational adequacy of the installation. Final acceptance of the installation shall be contingent upon successful completion of the observation period.

Project Special Provisions

PROJECT DESCRIPTION

Planned work shall include, but is not limited to, installation, repair and/or maintenance of poles, detection, guys and span. Typically, planned work will be done on weekdays during normal working hours. Planned work shall begin within 14 calendar days of notification. Installations may include poles and anchors in various soils and locations.

Emergency work shall include, but is not limited to, the repair and or replacement of poles due to crashes, catastrophes, or other accidents. This work will require response to the location within four (4) hours of notification with sufficient equipment, materials, and personnel to begin work and shall be completed as soon as possible after work begins. Emergency work may be required during nights, weekends or holidays.

All contractor supplied materials shall be selected from the 2012 NCDOT Qualified Products List (QPL). Any material item not represented on the 2012 QPL shall meet all NCDOT Material Specifications and shall be approved by NCDOT prior to use.

CONTRACT TIME AND LIQUIDATED DAMAGES:

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

108

SP1 G10 B

The date of availability for this contract is **January 1st, 2013**

The completion date for this contract is **December 31st, 2013**

The liquidated damages for this contract are **Two Hundred and Fifty Dollars (\$250.00)** per calendar day. The Contractor may begin work prior to this date upon approval of the Engineer or his/her duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Department of Transportation will assume no responsibility for any delays caused prior to the date of availability for any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the expiration date of the contract.

At the option of the Department, this contract may be extended, with the consent of the Contractor, on an annual basis, for two (2) additional years (maximum of three (3) one year contract periods total). If, by mutual consent, the contract is extended, the price bid for each line item will be increased by 3% per extension. No other changes to the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Engineer will notify the Contractor, in writing, by December 1 if the contract may be extended. The Contractor must notify the Engineer, in writing, by December 15 of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be perceived as a rejection of the proposed contract extension.

No work will be permitted and no authorization will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

The Department will notify the Contractor in writing by issuing a work order for traffic signal or flasher installation. The Contractor must complete standard signal work within forty five (45) calendar days from the date of notification by the NCDOT. Three (3) days for State Electrical Inspection and seven (7) days to activate power are included in the 45 day period. The project shall not be considered complete until signal has been place in full operation.

Signal shall be placed in flash mode for 7 days prior to being place in full operation. The signal installation shall not be considered complete until it has been placed into full operation. 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. Contractor may be charged Liquidated Damages if work is not completed in the allotted time mentioned above.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

(2-20-07) 108 SP1 G14 A

Preventative Maintenance Inspections are to be conducted per Line Item #22 of this contract. This work shall be performed in two (2) cycles, the first to begin in February the second to begin in August. Each cycle shall be completed within thirty (30) days.

Each location that is inspected shall have two checklists completed. One checklist shall be left in the controller cabinet and the other checklist shall be collected by the Contractor and transmitted, as a group to Traffic Services by the date the work order is expected to be completed. Each signal shall have a preventive maintenance inspection performed on it once every six months. Below is the preventative maintenance inspection schedule for this contract

February – All Signals (List will be provided before beginning of the month)

August – All Signals (List will be provided before beginning of the month)

See “Preventive Maintenance Inspections” Special Provision located elsewhere in this contract for more specific details for this operation.

Liquidated damages for ICT# 1 are One Hundred Dollars (\$100.00) per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

(2-20-07) 108 SP1 G14 A

Emergency Signal Work requires the Contractor be on site with sufficient materials, personnel, and equipment to begin work within four (4) hours of notification by the NCDOT and be complete as soon as possible. See “Emergency Signal Work” Special Provision located elsewhere in this contract.

Liquidated damages for ICT#2 are Two Hundred and Fifty Dollars (\$250.00) per hour.

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:

(2-20-07) 108 SP1 G14 A

The Department will issue an order for planned work in writing to the Contractor. Planned signal work must commence within 14 calendar days of notification and be completed within thirty (30) calendar days from the date of notification by the NCDOT. Failure to complete the work within the specified time will result in the assessment of liquidated damages. No extensions will be granted except as authorized by Article 108-10 of the Standard Specifications.

Liquidated damages for ICT#3 are Two Hundred and Fifty Dollars (\$250.00) per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor **shall not** close or narrow a lane of traffic on **any roadway** during the following time restrictions: This ICT#4 is for the Traffic Control portion of planned signal work detailed in ICT#3.

DAY AND TIME RESTRICTIONS

For Major Routes with an ADT greater than or equal to 15,000 VPD

Sunday –Saturday

7:00 AM to 7:00 PM

For Major Routes with an ADT less than 15,000 VPD

Monday –Friday

7:00 AM to 9:00 AM

4:00 PM to 7:00 PM

The Department will notify the Contractor of the major routes ADT at each location with the issuance of the work order.

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

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **7:00 AM** December 31st and **7:00 PM** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **7:00 PM** the following Tuesday.
3. For **Easter**, between the hours of **7:00 AM** Thursday and **7:00 PM** Monday.
4. For **Memorial Day**, between the hours of **7:00 AM** Friday and **7:00 PM** Tuesday.
5. For **Independence Day**, between the hours of **7:00 AM** the day before Independence Day and **7:00 PM** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **7:00 AM** the Thursday before Independence Day and **7:00 PM** the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of **7:00 AM** Friday and **7:00 PM** Tuesday.
7. For **Thanksgiving Day**, between the hours of **7:00 AM** Tuesday and **7:00 PM** Monday.
8. For **Christmas**, between the hours of **7:00 AM** the Friday before the week of Christmas Day and **7:00 PM** the following Tuesday after the week of Christmas Day.

Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures will not be 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 above and place traffic in the existing traffic pattern.

The liquidated damages are **Two Hundred Dollars (\$ 250.00)** per hour.

NIGHT OPERATIONS

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

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

All traffic control devices shall meet the requirements for night use as set forth in the 2012 North Carolina Standard Specifications for Roads and Structures, 2012 North Carolina Department of Transportation Roadway Standards Drawings, and the current Manual of Uniform Traffic Control Devices (MUTCD). If Contractor elects to perform his operations at night any additional traffic control devices will be at no expense to the NCDOT.

ADAPT EXISTING UTILITY POLE FOR USE AS A SIGNAL POLE

Adapt Existing Utility Pole for use as a Signal Pole Furnishing Strandwise and all Grounding Hardware. This line item is to be used only when the Contractor must attach to a pole that has been set by the utility companies. This line item shall not be used when the contractor attaches to a pole that he has set in the context of this project.

VEHICULAR SIGNAL HEADS

This line item is to be installed per Section 1705 as specified in the 2012 North Carolina Standard Specifications for Roads and Structures, except the mounting assemblies, LED indication and vehicular signal head shall be NCDOT supplied. This line item shall apply to the installation of new signal heads and the moving of existing signal heads. This line item shall apply to both signal and flasher heads. The removal of an existing signal head shall be considered incidental.

PEDESTRIAN SIGNAL HEAD

This line item is to be installed per Section 1705 as specified in the 2012 North Carolina Standard Specifications for Roads and Structures, except the mounting assemblies, LED indication, push buttons and pedestrian signal head signal shall be NCDOT supplied.

PEDESTRIAN SIGNAL PEDESTAL WITH FOUNDATION

This line item is to be installed per Section 1743 as specified in the 2012 North Carolina Standard Specifications for Roads and Structures, except the pole and base shall be NCDOT supplied.

LANE USE CONTROL SIGNS

This line item is to be installed per Section 1745 as specified in the 2012 North Carolina Standard Specifications for Roads and Structures, except the signs shall be NCDOT supplied. The removal of an existing sign shall be considered incidental.

INSTALL BASE MOUNTED CABINET, NCDOT SUPPLIED

This line item is to be installed per Section 1751 as specified in the 2012 North Carolina Standard Specifications for Roads and Structures except the cabinet, controller and all electrical components shall be NCDOT supplied and the installation of a new electrical service shall be paid as a separate line item. The controller/cabinet shall be made operational as part of this line item. The existing cabinet and its contents shall be returned to NCDOT.

INSTALL POLE MOUNTED CABINET, NCDOT SUPPLIED

This line item is to be installed per Section 1751 as specified in the 2012 North Carolina Standard Specifications for Roads and Structures except the cabinet, controller and all electrical components shall be NCDOT supplied and the installation of a new electrical service shall be paid as a separate line item. The controller/cabinet shall be made operational as part of this line item. The existing cabinet and its contents shall be returned to NCDOT.

BEACON CONTROLLER CABINET

This line item is to be installed per Section 1755 as specified in the 2012 North Carolina Standard Specifications for Roads and Structures and made operational but shall be only for the controller, all other items shall be paid for under separate line items. Removal of existing cabinet shall be considered incidental and be returned to NCDOT.

ELECTRICAL SERVICE

This item includes all material necessary to install an electrical service including, meter base, 1" riser, disconnect, wire, breakers, attachment structure, grounding hardware and all other incidentals. New services should be mounted on a pedestal extension and not on a wood post unless approved prior by the engineer.

For the purposes of this contract it shall be assumed that it will take up to 3 days for a State Electrical Inspector to arrive on site and inspect a new service. No additional days will be granted for an electrical inspection that takes 3 days or less to occur from the day the NCDOT is notified that the service is ready for an inspection.

For the purposes of this contract it shall be assumed that it will take up to 7 days for a power company to install a new electrical service. No additional days will be granted for a new service that is installed in 7 days or less from the day the NCDOT is notified that everything is ready for a new service to be energized.

PERFORM A PREVENTATIVE MAINTENANCE INSPECTION

The line item includes the PM Checklist that is to be completed by, or under the direct supervision of an IMSA Certified Level II Signal Technician. A Minimum of two PM Checklist forms will be completed during the inspection with one checklist being delivered to Albemarle Traffic Services and the other being left in the cabinet. Any deficiencies found in the components inside the cabinet are to be reported to Traffic Services within 24 hours of discovery. Any deficiencies found outside the cabinet are to be corrected and noted on the checklist and the logbook located in the cabinet and shall not be paid for under a separate line item. Items such as lamps, LEDs, insect, and

rodent killer shall be NCDOT supplied. Any materials necessary to conduct this inspection, such as filters, lubricants and lashing shall be furnished by the contractor and will be considered incidental to the inspection.

WIRELESS RADIO COMMUNICATION DEVICE

This line item shall include, but not be limited to, the installation of the following State supplied items. Antenna disconnect, warning signs, antenna cable, antenna brackets and antenna. All materials for this installation except incidentals, such as, nuts, bolts, screws and wire nuts shall be State supplied. State forces will make the connection between the radio and controller and do all controller programming.

EMERGENCY SIGNAL WORK

This line item shall only be charged to in response to an emergency situation such as an after hour knock down and shall require notification by State personnel. Contractor shall be required to be on site with sufficient equipment, materials, and personnel to begin work within 4 hours of being notified by state personnel that emergency signal work is required.

REMOVE FLASHER INSTALLATION

The complete removal of a flasher assembly from an intersection including but not limited to indications, span wire, signal cable etc. but will not include the removal of the poles of guy wires as these will be paid for under a separate line item.

REMOVAL AND REPLACEMENT OF A SIDEWALK SECTION

Placement of pull boxes or conduit may disrupt sidewalk sections. The Contractor shall remove the entire sidewalk panel by saw-cutting the nearest existing joints. The area shall be backfilled to the original grade with pit gravel or ABC stone. The removal and replacement of the sidewalk section(s) will be paid on a per sidewalk section basis (typical section is 4' X 5'). The Contractor shall be paid for necessary trenching and placement of the pull box and conduits in the normal manner. Class B concrete shall be used when replacing sidewalk sections.

REMOVAL OF WOOD POLES

The line item shall be for the removal of a wood pole and shall include but not be limited to the removal of any attached guy wire and anchor bolts.

STEEL AERIAL TIE RING

This line item shall be for the Contractor to supply and install a steel aerial tie ring for use as a mid-air tie as directed by the Engineer. The steel aerial tie ring shall be rated for 7,500 lbs. and shall be powder coated.

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.

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09)

RG 152

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

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

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

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

EMPLOYMENT:

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

108, 102

SP1 G184

Revise the 2012 *Standard Specifications* as follows:

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

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

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

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:

(9-18-12)

SP1 G185

Revise the 2012 *Standard Specifications* as follows:

Replace all references to “State Highway Administrator” with “Chief Engineer”.

STANDARD SPECIAL PROVISION
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

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

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

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated July 1, 2006.

STANDARD SPECIAL PROVISION

ERRATA

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

Z-4

Revise the 2012 *Standard Specifications* as follows:

Division 2

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

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

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

Division 4

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

Division 6

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

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

Page 6-11, Table 609-1 Control Limits, replace “Max. Spec. Limit” for the Target Source of P0.075/Pbe Ratio with “1.0”.

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

Division 10

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

Division 12

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

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

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

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

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

Division 15

Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following: $W = LDP^{(1/2)} / 148,000$

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”.

STANDARD SPECIAL PROVISION
PLANT AND PEST QUARANTINES

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

(3-18-03)

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

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

STANDARD SPECIAL PROVISION
ON-THE-JOB TRAINING:

(10-16-07) (Rev 7-21-09)

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

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.

STANDARD SPECIAL PROVISION

ON-THE-JOB TRAINING:

(10-16-07) (Rev 7-21-09)

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

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.

Contract No. _____

Rev. 4-19-11

County _____

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

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

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

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

SIGNATURE OF CONTRACTOR

_____ Full name of Corporation

_____ Address as Prequalified

Attest _____ By _____
Secretary/Assistant Secretary President/Vice President/Assistant Vice President
Select appropriate title *Select appropriate title*

_____ Print or type Signer's name _____ Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

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

_____ Signature of Notary Public

of _____ County

NOTARY SEAL

State of _____

My Commission Expires: _____

Contract No. _____
County _____

Rev. 4-19-11

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: _____

Contract No. _____
County _____

Rev. 4-19-11

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

LIMITED LIABILITY COMPANY

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

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

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

SIGNATURE OF CONTRACTOR

Full Name of Firm

Address as Prequalified

Signature of Witness

Signature of Member/Manager/Authorized Agent
Select appropriate title

Print or type Signer's name

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

Contract No. _____
 County _____

**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

<p><i>If Corporation, affix Corporate Seal</i> NOTARY SEAL <i>Affidavit must be notarized for Line (2)</i> Subscribed and sworn to before me this _____ day of _____ 20____</p> <p>_____ Signature of Notary Public of _____ County State of _____ My Commission Expires: _____</p>	<p style="text-align: center;">NOTARY SEAL <i>Affidavit must be notarized for Line (3)</i> Subscribed and sworn to before me this _____ day of _____ 20____</p> <p style="text-align: center;">_____ Signature of Notary Public of _____ County State of _____ My Commission Expires: _____</p>	<p style="text-align: center;">NOTARY SEAL <i>Affidavit must be notarized for Line (4)</i> Subscribed and sworn to before me this _____ day of _____ 20____</p> <p style="text-align: center;">_____ Signature of Notary Public of _____ County State of _____ My Commission Expires: _____</p>
---	--	--

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

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Individual name

Trading and doing business as _____
Full name of Firm

_____ Address as Prequalified

_____ Signature of Witness

_____ Signature of Contractor, Individually

_____ Print or type Signer's name

_____ Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

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

Contract No. _____
County _____

Rev. 4-19-11

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

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

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

DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification

Division 10 6 Month Preventative Maintenance - Traffic Signals

Date:

Location:	Technician:	Measurements, Readings & Notes
Signal ID#	<input checked="" type="checkbox"/>	
Lubricate hinges and locks on cabinet, replace filter and check for legible Signal ID #		
Check Door gaskets, anchor bolt, base extension bolts; reseal base if water is present		
Inspect foundation and exterior for damage and vandalism, remove graffiti		
Note if cabinet foundation conduit penetration is sealed		
Clean and vacuum cabinet, place insect and rodent control in cabinet		
Check conduits for duct sea. Seal if necessary		
Check ground resistance and bonding connections and conductors; document ground reading		
Check for current wiring schematics, signal plans, and maintenance records; note items missing		
check/ test GFI receptacle and note if control equipment is plugged in to GFI		
Measure and document service voltage		
Check/ test interior cabinet lamps, fan and thermostat and note failures		
Check physical condition of meter/ service disconnect, line filter and surge arrester		
Check load switches and flashers for tight and secure fit into the socket and indicator lights		
Check for burned, pitted or discolored contacts and terminals		
Visually inspect condition of all relays and note if burned or full ants		
check all terminal connections and harnesses for tightness and frayed wiring		
Visually Check condition of all loading resistors		
Verify date and time on controller and/or Master Controller and note if incorrect		
Check operation of display and backlight on controller		
Document controller make, model and serial number (Ex. Econolite, ASC2/2100, sn#12345)		
Verify operation of signal per signal plan; phasing operation, timings and signal head display		
Inspect condition of all loops and lead ins, note failures by street/lane location or phase		
Verify proper operation of detectors, reset and note if aulting		
Check loop lead-ins for proper markings and phase assignments, reliable if not legible		
Check condition of pull boxes and C boxes. Note broken lids, crushed boxes, missing covers, pinched or frayed wiring and buried boxes		
Verify operation, condition and alignment of all ped push buttons and heads, and note failure		
Check/ adjust signal heads, back plates and visors for alignment, hanger tightness and wear		
Clean signal head/ped head indications		
Check and document head height, jack and raise if necessary		
Check wood poles for splitting and below grade for rot and note problems		
Verify all spans are bonded to pole ground and all pole grounds are intact; repair as needed		
Inspect metal poles for damage, rust, cracked welds, grounding & foundation damage		
Weed eat around all signal poles and cabinet		

North Carolina Department of Transportation

CONTRACT BID FORM

These Quantities Are Listed For Bidding Purposes Only. These Quantities May Not Be Representative Of The Total Work To Be Performed During The Contract Period.

COUNTY:		Cabarrus County				
ROUTE:		VARIOUS STATE-MAINTAINED ROADS				
DESCRIPTION:		UPGRADE AND REBUILDING OF EXISTING TRAFFIC SIGNALS AND ASSOCIATED CONSTRUCTION WORK				
LINE NO.	SECTION #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	PRICE
1	1725	Inductive Loop Sawcut	6,500	LF		
2	1705	Signal Cable (16-7)	5,000	LF		
3	1710	Messenger Cable (1/4")	600	LF		
4	1710	Messenger Cable (3/8")	2,000	LF		
5	1715	Unpaved Trenching (1)(2")	1800	LF		
6	1715	Directional Drilling (1)(2")	100	LF		
7	1716	Junction Box (11"x18")	20	EA		
8	1720	Wood Pole (40')	5	EA		
9	1721	Down Guy Assembly (3/8")	10	EA		
10	1721	Sidewalk Guy Assembly (3/8")	4	EA		
11	1722	2" Riser with Weatherhead	200	LF		
12	1726	Loop Lead in Cable (14-2)	9000	LF		
13	1750	Signal Cabinet Foundation	5	EA		

14	SP	Adapt Existing Utility Pole For Use As Signal Pole, Furnishing Strandwise and All Grounding Hardware	10	EA		
15	SP	Pedestrian Signal Head	4	EA		
16	SP	Pedestrian Signal Pedestal with Foundation	2	EA		
17	SP	Vehicular Signal Heads	25	EA		
18	SP	Lane Use Control Signs	4	EA		
19	SP	Install Base-Mounted Cabinet, NCDOT Supplied	4	EA		
20	SP	Install Pole-Mounted Cabinet, NCDOT Supplied	4	EA		
21	SP	Beacon Controller Cabinet	2	EA		
22	SP	Preventative Maintenance Inspection	126	EA		
23	SP	Wireless Radio Frequency Communication Device	4	LS		
24	SP	Electrical Service	2	EA		
25	SP	Mobilization for Emergency Wrok	10	EA		
26	SP	Remove Flasher Installation	5	EA		
27	SP	Removal of Wood Poles	10	EA		

TOTAL BID FOR PROJECT: \$ _____

CONTRACTOR _____

ADDRESS _____

Federal Identification Number _____ Contractor's License Number _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____

**CORPORATE
SEAL**